

AGREEMENT

BETWEEN

STRAWBERRY POINT LUTHERAN HOME
STRAWBERRY POINT, IOWA

AND

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 199

NOVEMBER 21, 2010 – NOVEMBER 25, 2011

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Preamble

THIS AGREEMENT is entered into by and between the Strawberry Point Lutheran Home, 313 Elkader Street, Strawberry Point, Iowa, hereinafter referred to as the Employer, and the Service Employees International Union, Local 199, hereinafter referred to as the Union.

The Employer and the Union agree that the purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to set forth the parties' agreements concerning wages, hours, and working conditions, to assist in realizing the primary objectives of all parties; specifically to furnish the highest level of employee performance and quality resident care, and to establish a basis for the cooperative solution of labor relations concerns by responsible parties. Both the Employer and the Union will use their best efforts to further these objectives. Moreover, the parties also recognize that there are both state and federal regulations governing the operation of this facility, and both the Employer and the Union will use their best efforts to ensure compliance with these rules and regulations.

Article I Recognition

1.1. The Employer recognizes the Union as the sole collective bargaining representative of all full-time and regular part-time Registered Nurses, Licensed Practical Nurses and service and maintenance employees employed at its Strawberry Point, Iowa facility, as described in the National Labor Relations Board Certifications contained in Case Nos. 18-RC-16281 and 18-RC-16282 or any legally amended version of this certification. Temporary and seasonal employees are not covered by this Agreement.

1.2. The Employer agrees that no agreements, written or oral, shall be made with any employees individually or collectively which shall be in conflict with any of the provisions of this Agreement.

1.3. A duly authorized representative of the Union shall be permitted to visit the Employer's premises between the hours of 8:00 a.m. and 4:30 p.m. for the purpose of resolving or investigating written grievances, or as otherwise authorized by the Administration. The visits shall be prearranged with the Executive Director or his/her designated representative and shall take place at times when the Executive Director or his/her designated representative is at the facility. Any conversations with employees shall be in break areas and the employees, if not on break, shall have permission from their immediate supervisor to be away from their job and shall be off the

clock. There shall be no interference with the operation of the business or care of the residents.

Article II Management Rights

2.1. Except where otherwise provided in this Agreement, the Employer retains, solely and exclusively, the right to manage the facility and the business including, but not limited to, the right to determine the starting and quitting times, daily and weekly work schedules, the number of hours and shifts to be worked by employees and departments, and the length of the workday and workweek; the right to hire, discharge or discipline for proper cause, lay off, recall, promote, demote, and transfer employees; the right to assign and reassign employees to specific shifts, stations, classifications and departments; the right to reduce hours in lieu of lay off; the right to determine qualifications, efficiency, and abilities of employees; the right to determine the work load and work performance level required and to modify those levels; the right to establish and change facility procedures, rules, work rules, safety rules, regulations, and practices; the right to establish and change incentive programs with written notice of same to the Union (this shall be prohibited on an individual basis); the right to close down or move or otherwise transfer the facility or any part thereof or to curtail operations; the right to discontinue the operation in whole or in part and to sell or dispose of all or any part of its assets; the right to subcontract for economic or other reasons; the right to control and regulate the use of equipment, machinery, and other property of the Employer; the right to determine the number of employees in each classification, the number and types of classifications necessary, and the duties to be performed by each classification; the right to establish qualifications necessary for employment in each classification; the right to introduce new or improved equipment, processes, and health care procedures and techniques; the right to determine the number and locations of operations, the services rendered, and products and equipment to be utilized; the right to establish new classifications and departments and discontinue existing classifications and departments; and, otherwise generally, the right to manage the operation and direct the work force.

2.2. The above rights are not all-inclusive, but enumerate by way of illustration only, the types of rights which belong to the Employer, and it is understood that any of the rights, power, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged or modified by this Agreement.

Article III
No Strike - No Lockout

3.1. It is agreed that during the life of this Agreement there shall be no lockout on the part of the Employer and no strike, sympathy strike, walkout, slowdown, picketing, boycott, or other interference with or interruption of work at this facility on the part of the Union or employees, regardless of whether the cause thereof was or was not subject to arbitration.

3.2. The Union agrees that during the life of this Agreement, neither its officers nor its membership will call, instigate, participate in or condone any strikes, sympathy strikes, walkouts, slowdowns, picketing, boycotts, or other interference with or interruption of work at this facility.

3.3. Except where otherwise provided in this Agreement, the Union shall not question the unqualified right of the Employer to discipline or discharge employees who have engaged in any of the conduct described above in Section 3.1 and 3.2. However, an issue of fact as to whether any particular employee was engaged in such unauthorized action shall be subject to the Grievance and Arbitration Procedures.

Article IV
Grievance and Arbitration Procedure

4.1. Grievances, for purposes of this Agreement, are defined as questions of interpretation and application of specific provisions of this Agreement arising during the life of this Agreement. Grievances shall not be filed, discussed, investigated, or otherwise processed during working time. Working days for the purposes of this Agreement are defined as days the business office is open. Grievances dealing with discharges and suspensions without pay may be appealed directly to step 2 of the grievance process.

4.2. Step 1. Any grievance shall be taken up directly between the employee, with or without the Union steward, and the employee's department manager or his/her designated representative(s) within ten (10) working days after the occurrence giving rise to the grievance. The parties shall attempt to resolve the grievance. The department manager or his/her designated representative shall respond to the grievance within two (2) working days after the grievance is presented to them. Failure of the department manager or designated representative to respond to the grievance within the allotted time frame shall be construed as an automatic denial of the grievance and the grievant may proceed to Step 2, as outlined below.

4.3. Step 2. If the matter is not resolved in Step 1, it must be reduced to writing and presented to the Executive Director (or the Executive Director's designated representative) within five (5) working days after the Step 1 meeting. Grievances must be submitted on a form provided by the Union. The grievance form is attached hereto and made a part of this Agreement.

4.4. The written grievance must contain a description of the conduct complained of, the section(s) of the contract allegedly violated, the relief requested, and the signature of the grieving employee, or a Union officer. Any grievance which fails to conform to this requirement may be disregarded by the Employer and may not be processed further.

4.5. The Executive Director or the Executive Director's designated representative shall upon request of either party schedule a meeting with the grievant and a Union representative, if so desired by the grievant, to discuss the merits of the grievance and shall issue a written decision within fifteen (15) working days following receipt of any grievance which conforms to the requirements of Section 4.4 above. Failure of the Executive Director or the Executive Director's designated representative to issue a written decision within the allotted time shall be construed as an automatic denial of the grievance, and the Union may proceed to arbitration, as outlined below. If a time cannot be agreed upon during which the grievant and a Union representative are off the clock, then time spent in conference with the Executive Director, pursuant to this Section only, shall be on the clock.

4.6. Step 3. If the Union declines to accept or does not receive the Employer's response described in Section 4.5 above, it may proceed to arbitration. At any step in this grievance procedure, the Executive Board of the Union shall have the final authority with 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 to the satisfaction of the Union Executive Board. No employee covered by the terms of this Agreement shall have any individual right outside of the Union to process a grievance beyond the second step of the grievance procedure set forth in this Article.

4.7. If the Union wishes to proceed to arbitration, it must notify the Executive Director in writing within thirty (30) calendar days of the day of the decision by the Employer described in Section 4.5 above.

4.8. No issue may be submitted to arbitration which has not been raised as a written grievance, and no written grievance may be submitted to arbitration unless it conforms to the requirements of Section 4.4 above.

4.9. Failure by the Union to adhere to the time limitations set forth in this Article shall permanently bar any further processing of the grievance, including the submission of said grievance to arbitration. In no event shall a settlement or award be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in Step 1 of this grievance procedure. However, the time limits herein may be extended by mutual agreement of the parties on a non-precedent setting basis.

4.10. In the event that a proper request to arbitrate is made by the Union, either party may request from the Federal Mediation and Conciliation Service a list of seven (7) arbitrators. Upon receipt of this panel of seven (7) arbitrators, selection will be by mutual agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The parties will flip a coin to determine who is to strike first. Arbitrator names shall thereafter be struck alternatively by each party until one name remains. (Either party may reject the panel prior to striking, one time only, in which case a new panel shall be requested.) A letter will thereupon be drafted notifying the arbitrator selected and asking that person to submit with his/her reply of acceptance the earliest dates of availability.

4.11. In rendering a decision, the arbitrator shall be governed and limited by the provisions of this Agreement, applicable law, and the expressed intent of the parties as set forth in this Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement, or substitute his/her judgment for that of the Employer and shall confine his/her judgment strictly to the facts submitted in the hearing, the evidence before him/her, and the express or implied terms and provisions of this Agreement. To the extent that the arbitrator complies with these limitations, the arbitrator's decision shall be final and binding upon the parties.

4.12. The cost and expenses of the arbitrator shall be borne equally between the parties. The total cost of any stenographic record which may be made or transcripts thereof shall be paid by the party ordering same; provided, however, that if the arbitrator requests a transcript, the cost of the stenographic record shall be shared equally between the parties.

4.13. If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability as set forth herein, the arbitrator shall proceed to decide such issue before rendering a decision on the merits of the case.

4.14. In any grievance proceeding which proceeds beyond Step 2, both parties must submit or disclose all known available evidence bearing on the grievance (i.e., description of the practice, custom, or dispute; relevant

dates; material witnesses; written documents; etc.) along with the specific contract clause that is allegedly violated. Such disclosures shall be made within forty-five (45) calendar days following the presentation of the grievance in Step 1. Failure to do so may serve as a bar to the introduction of any such evidence or theory of recovery by either party at arbitration.

Article V Wages

5.1. Attached hereto, and made a part of this contract, wage rates appear as Appendix A. The wages found in appendix A shall constitute the mandatory starting pay for employees working in classifications covered by this agreement. The Employer may adjust the starting pay for RNs and LPNs commensurate with experience. Except as otherwise provided, the Employer retains the right, at its discretion, to pay wages above the minimum scale reflected in Appendix A, whether on a classification, departmental or facility-wide basis.

5.2. An employee temporarily assigned to a higher-paying classification shall be compensated at the rate of pay for that classification, provided the employee is assigned to said classification for the entire shift and said classification is a classification covered by the collective bargaining agreement. An employee temporarily assigned to a lower-paying classification shall be compensated at the rate of pay for his or her regular classification.

5.3. When an employee permanently transfers to a higher-paying classification, he or she shall receive a minimum wage increase of twenty-five cents (.25¢) per hour, or the applicable Start rate for that classification, whichever is higher. When an employee permanently transfers to a lateral position, he or she shall maintain his/her current wage rate, or at the Employer's discretion, a higher wage rate. When an employee permanently transfers to a lower-paying classification, he or she shall be paid in accordance with the applicable Start rate for that classification, or at the Employer's discretion, a higher wage rate.

5.4. Staff shall have the option of having their pay deposited directly in the bank account of their designation, if and when electronic banking is available.

Article VI Hours of Work

6.1. All hours worked in excess of forty (40) hours in a seven (7) day work week shall be considered overtime and paid at the rate of time and one-half (1½) the employee's straight-time rate of pay. However, employees will not be eligible for overtime pay in addition to holiday pay for work performed on the holiday.

6.2. An employee's work schedule shall be posted at least two (2) weeks in advance of the effective date. No scheduling changes shall be made without forty-eight (48) hours notice either in person or by telephone.

6.3. Census Fluctuations. In the event of an increase or decrease in the existing census and/or the acuity level of residents, the Employer may adjust staffing hours to reflect these fluctuations in census and/or acuity levels. In the event of a decrease in staffing hours, employees shall first be asked to volunteer to accept reduced hours. If there are an insufficient number of volunteers to accomplish the necessary reduction, then the hours of temporary, seasonal, and PRN staff shall be reduced first. If further reductions are necessary, then employees shall be designated by the Employer to take a reduction in hours. Such reductions in hours shall be made in the reverse order of seniority according to departments and/or shifts affected by the reduction in hours; provided, however, that individual departments and/or shifts may, upon agreement of the affected employees, and concurrence of the Union, agree to any other arrangement that accomplishes the reduction in hours while meeting operational needs. If it proves impossible to meet the scheduling and/or operational needs of the facility by following seniority, the Employer may contact the Union to negotiate alternative arrangements.

With explicit permission from management, an employee may use available PTO to make up for a reduction in hours under this Article.

In the event of an increase in staffing hours due to such fluctuations, those employees previously affected by a decrease in staffing hours shall be afforded first opportunity to fill such hours by order of seniority according to the departments and/or shifts affected by the previous reduction in staffing hours.

6.4. Layoff Procedures. When a reduction in staff is necessary, layoffs shall be made inversely according to the length of continuous service with the Employer, provided the skill, ability, experience and physical fitness are relatively equal and the employee retained is qualified to perform the work remaining in the classification. The Employer agrees, whenever reasonably possible, to give at least five (5) days' notice to affected employees prior to a layoff, with a list of the layoffs to be sent to the Union.

Only after Seasonal, Temporary and PRN staff have first been reduced shall terms of this paragraph become applicable.

6.5. Meals and rest periods are scheduled at times which will not interfere with the efficient operation of the facility. There will be one (1) thirty (30) minute meal break for each eight (8) hour shift worked. Meal breaks shall be paid. Employees shall be granted one (1) rest period of fifteen (15) minutes within each four (4) hours worked without reduction in pay. Employees on paid meal or rest breaks are not allowed to leave the Employer's premises during such paid breaks, except upon approval of the appropriate department manager or his/her designee; and, in such cases, the employee will be required to punch in and out for the meal break.

6.6. Employees required to attend staff meetings and in-service educational meetings held at the facility during their non-working hours will be paid only for the time actually spent in attendance at such meetings.

6.7. The regular work week starts with the beginning of the day shift on Sunday and ends at the conclusion of the night shift on the following Saturday.

6.8. If an employee wishes to leave early from a regularly scheduled shift, upon approval of the department head or his/her designee, the employee may use available Paid Time Off (PTO) to cover the remainder of his or her scheduled working hours that day.

6.9. Nothing in this Article or Agreement shall be construed as a guarantee of any number of hours in a work day or work week; nor, a limitation on the Employer's right to utilize seasonal or temporary employees, to require employees to work on their days off, or to reduce hours in lieu of a lay-off; provided, however, employees on approved PTO or leaves of absence shall not be required to return to work prior to the expiration of any such approved time off.

6.10. No duplication or pyramiding of holiday pay, daily or weekly overtime, or premium pay shall be allowed under this Agreement.

For example: When a holiday falls on Monday, a worker with a Monday through Friday schedule who works the holiday would get time and one half for the holiday hours worked, and straight time the remaining 32 hours of their schedule. If they work more than 40 hours in the week and the extra hours are not worked on the holiday, the additional hours are paid at time and one half.

6.11. The Employer reserves the right to require an employee to make up a scheduled week-end shift missed, regardless of reason the shift was missed; provided, however, employees on approved PTO or leaves of absence shall not be required to make up a scheduled week-end shift missed. Make-up weekend shifts may consist of assignment to any shift deemed necessary by management to fill a weekend staffing need. Employees will be notified of the requirement to make up a week-end shift within six (6) calendar weeks from the time the week-end shift was missed. In such cases, the employee will be given an extra day off during the week or payroll period where such rescheduling would otherwise result in the payment of overtime pay.

Nursing department employees (and employees in all other departments, as scheduling permits), are entitled to take one scheduled weekend off each year, which they will not be required to make up. Except for non-benefit employees, those employees who take a scheduled weekend off must use PTO to cover their absence. The weekend off can be taken at one time or split into two separate weekends, with one day off each weekend.

6.12. Extra hours and/or shifts shall first be offered to regular staff on a non-overtime basis. If extra hours and/or shifts still remain, the Employer may fill such hours and/or shifts by utilizing temporary, seasonal, and/or non-benefit employees on a non-overtime basis. If such hours, and/or shifts can only be filled on an overtime basis, then the Employer shall first offer such hours and/or shifts to regular staff members. In order to facilitate the assignment of extra hours and/or shifts, each department will maintain a list of regular staff members who are desirous of working extra hours and/or shifts. The departmental list will be utilized in awarding extra hours and/or shifts when overtime is unavoidable; in such cases, the hours and/or shifts will be offered to employees on the departmental list on a rotating basis. However, nothing in this Section shall be construed as restricting the Employer's right to schedule or assign staff so as to avoid overtime.

The employer shall follow the same procedure with respect to the staffing of scheduled vacancies, except that the Employer shall post the open hours and/or shifts for a minimum of seven (7) calendar days, during which time interested employees may sign up for the open hours and/or shifts. In the event more than one employee signs up for the same hours and/or shifts, then the Employer shall first attempt to award the hours and/or shifts on a non-overtime basis; if overtime is unavoidable, then the Employer shall award the open hours and/or shifts by classification seniority on a rotating basis. Agency personnel shall only be called as a last resort when no other employees have signed up for the open hours and/or shifts.

**Article VII
Paid Time Off (PTO)**

7.1. Effective January 1, 2001, Paid Time Off ("PTO") accrues as a decimal multiplier on all compensated, straight-time hours, and is available for use following completion of the initial 90-day probation. The decimal multiplier increases with an employee's length of employment at the rates noted below. The maximum accruals noted below are based on a regular, full-time employee.

Schedule	Accrual Rate	Accrued	
		Hours /8 Hr.	Days
Less than 2 years of service	.0615384	128*	16
2 years but less than 5 years	.0884615	184*	23
5 years but less than 15 years	.1115384	232*	29
15 or more years	.1346153	280*	35

* Hours accrued based on 40 hours per week, 52 weeks per year

PTO replaces all other forms of paid time off (i.e., vacation leave, sick leave, personal leave, holidays, and funeral leave). All paid time off is combined into one package - the decimal multiplier noted above - which increases with length of service. If an employee uses approved PTO, the Employer shall pay such PTO without reduction or setoff for hours worked outside of the approved time off. Excluding holidays, employees may not use PTO for hours that the employee actually works.

PTO accumulates to a maximum 400 hours. PTO can be carried over from year to year until the maximum accrual is reached. Employees approaching the 400 hour limit are encouraged to make arrangements with management to utilize available PTO. If no arrangement can be made, the 400 hour maximum will be increased to 425 until the employee's PTO balance has been reduced.

PTO is intended to be used for all requested time off, and current notice requirements for requesting time off will apply to PTO (e.g., two (2) hours in advance of stating time in cases of personal illness). When employees are absent from work without prior notification or approval, PTO will automatically be deducted from the employee's PTO account. Unpaid time off can only be granted by the Administration on a case-by-case basis.

Employees who have accumulated sick leave will have the unused portion "frozen" and transferred to a separate Extended Sick Leave Reserve account. This account may only be used where the employee has an extended illness of at least 3 working days in duration. In such cases, the Administration may request medical verification of the illness. Unused sick leave reserve hours do not continue to accumulate, and such hours are not paid upon separation of employment.

7.2. In calculating PTO, the anniversary date of employment for each individual employee shall be used in determining years of continuous employment upon which PTO allowances will be based. For purposes of this paragraph, anniversary date shall be the date of the employee's most recent employment with the Employer.

7.3. PTO should be requested in writing at least thirty (30) days prior to the proposed start date of an employee's PTO. An employee's department manager (or his or her designee in the event of the department manager's absence) must approve or deny an employee's PTO request within seven (7) calendar days of its submission or it will otherwise be deemed approved. If there is a conflict in PTO scheduling, preference will be given to the employee first requesting, and in the event of a continuing conflict, then to the employee with the longest service. PTO cannot be scheduled between December 23 and December 26 of any year without specific approval from the employee's department manager, or in accordance with the Family and Medical Leave Act. Emergency use of PTO leave may be granted at the discretion of the Executive Director or department manager, but under no condition may the Employer dictate when PTO must be used, except as otherwise provided in Sections 6.11, 7.1, and Section 11.2.

7.4. An employee who voluntarily terminates without two (2) weeks' notice or who is terminated for cause, will not receive PTO upon termination. PTO will not be paid out unless the employee works their scheduled hours for two weeks unless otherwise approved by the administrator. All other employees will be paid their earned, unused PTO upon termination. PTO may not be used during an employee's regular resignation notice period. An

exception will be made in the event the employee is unable to return to active work due to an illness or accident.

A regular employee who transfers to temporary or seasonal status, as defined in Section 11.3 of this Agreement, shall be paid for all earned, but unused PTO.

7.5. In the event of an employee's death, all PTO shall be paid to the employee's estate.

7.6. After the schedule has been posted, PTO days not preceded by a thirty (30) day written request, may be taken provided the employee finds their own replacement on a non-overtime basis and obtains approval of management.

7.7 Employees may donate accumulated PTO hours to an employee on extended leave who has no other leave available to remain in paid status. The Employer will convert the donated PTO hours to a dollar amount that will be applied towards the PTO of the receiving employee. The employee donating the PTO hours must maintain a minimum of 40 hours in their PTO bank.

7.8 Employees cannot bump their replacement while on PTO leave.

7.9 Employees may elect to receive a cash payment for 100% of the value of 25% of their PTO balance on their birthday but must leave a minimum balance of 80 hours in their PTO bank.

Article VIII Holidays

8.1. All regular employees who are required to work on any of the following holidays will be paid at the rate of one and one-half (1½) times their regular hourly rate of pay for all hours actually worked. Employees working on any of the following holidays may elect to use PTO in addition to the hours actually worked, which would result in payment at the rate of two and one-half (2 ½) times their regular hourly rate of pay for all hours actually worked. Employees not working on a holiday may also elect to use PTO and will receive holiday pay based on their regular straight time hourly wage.

New Year's Day	Labor Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
Christmas Eve Day	Easter

8.2. To be eligible for holiday pay, employees must work their entire scheduled work day immediately before and after the holiday unless excused by the Administration. Employees on lay-off or leave of absence shall not be eligible for holiday pay.

Article IX Seniority

9.1. An employee's seniority is defined as his/her most recent period of continuous employment with the Employer. Seniority within classification shall be defined as the most recent date of permanent employment in that classification. If a regular employee transfers to PRN status, the employee shall retain his/her previously accrued seniority when returning to scheduled status. Employees shall not accrue seniority while in PRN status.

9.2. An employee's seniority shall be lost in the following instances:

- (a.) When an employee quits voluntarily;
- (b.) When an employee is discharged for proper cause;
- (c.) When an employee fails to return to work within five (5) calendar days after receipt of notice of recall by phone or by registered mail, sent to the employee at the address on file with the Employer (employee will also be terminated);
- (d.) When an employee does not perform any work for the Employer for a period of six (6) months (employee will also be terminated);
- (e.) When an employee fails to return as scheduled from a leave of absence (employee will also be terminated);
- (f.) When an employee is no call/no show for two (2) scheduled days (employee will also be terminated);
- (g.) When an employee accepts employment by another employer during a leave of absence (employee will also be terminated);
- (h.) When an employee accepts a non-bargaining unit position, except as otherwise provided in Section 9.1 above.

9.3. In all matters of selection of personnel (for example, lay-off, reductions in hours and recall), except temporary transfers, promotions to non-bargaining unit positions, assignment of extra hours and overtime, the

Employer shall first consider employees' demonstrated skills, ability, and performance. When, in the sole judgment of the Employer, which shall not be arbitrarily exercised, there are two (2) or more employees of relatively equal skill, ability, and performance, the principle of seniority within the classification shall govern. Temporary transfers, promotions to non-bargaining unit positions, assignment of extra hours and overtime shall be at the Employer's discretion. Bargaining unit employees may be asked to accept temporary transfers to non-bargaining unit positions. Should no volunteer be found, the Employer may mandate a bargaining unit employee to perform the non-bargaining unit function for a period not to exceed five (5) working days. Bargaining unit employees are not required to accept permanent transfers to non-bargaining unit positions.

9.4. When the Employer determines that a vacancy exists in a bargaining unit position and should be filled on other than a temporary basis, it will post a notice of the vacancy for five (5) calendar days. The notice of vacancy shall include the position, shift, number of hours and effective date, if known. Selection from the employees who sign up will be according to the method described in Section 9.3 above. The Employer shall fill such vacancy from employees bidding provided, in the judgment of the Employer, which shall not be exercised arbitrarily, there are employees bidding on said vacancy who possess the qualifications to perform the position without additional training. All applicants shall be notified of the disposition of the bid. Qualified employees on layoff shall receive preference over outside applicants as far as eligibility to fill vacancies.

9.5. Each new employee shall be a probationary employee for the first ninety (90) calendar days (one-hundred eighty days in the case of part-time employees) of employment from the first date of work. During this period an employee may be terminated or otherwise disciplined without any recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the employee's seniority shall begin effective on said employee's first day of employment. An employee's probationary period may be extended for thirty (30) calendar days provided mutual agreement is reached with the Union.

9.6. Upon written request, the Union shall be furnished with a seniority list for all employees covered by this Agreement.

Article X Leaves of Absence

10.1. General Provisions. All regular employees may be eligible for certain unpaid leaves. 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. All insurance matters must be arranged for prior to a leave. An employee granted a leave of absence will be reinstated to his or her previous position and/or shift upon expiration of an approved leave, or if such position no longer exists, or if the leave extends beyond twelve (12) weeks, to a substantially equivalent one.

10.2. 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 1,250 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; or for a serious health condition involving an employee's parents, spouse or children. Employees are required to use PTO concurrently with any leave provided under this Section (or extended sick leave, where applicable, as provided in Section 7.1 of this Agreement). Leave requests must be submitted to the Executive Director 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 if the leave has already commenced.

(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.) The employee must pay his/her share of insurance premiums when due. If the employee fails to make these payments, the Employer may act to terminate the insurance.

(e.) An employee on leave pursuant to this section for a period greater than twelve (12) weeks and up to six (6) months shall be eligible to return to any available opening he or she is qualified to perform. In such circumstances, the employee shall be given the highest priority to thereafter return to his or her former position when available and if still qualified.

10.3. Military Leave.

(a.) All regular employees who enter the Military Service are eligible for an unpaid leave of absence. These employees must present a copy of their service papers to their department manager and/or Executive Director as soon as they receive them so that necessary staffing arrangements can be made.

(b.) An employee affected by any type of military service requirements may, upon written request, use PTO to fulfill such obligation.

(c.) Upon applying for reinstatement within ninety (90) days following the date of satisfactory completion of his/her term of military service, an employee will be reinstated in his/her previous position or one of like status and pay. (In all respects, the Military Leave of Absence policy will be applied in accordance with existing Federal laws.)

(d.) All employee benefits are suspended until such time as the individual returns to work.

10.4. General Leave (Educational or Personal).

(a.) All employees who have completed one (1) year of service with the facility may be granted, upon approval by the Executive Director, a general leave for educational or personal reasons. An employee must submit a written request to his/her department manager and Executive Director stating the reasons for the leave and the maximum length of time the employee expects to be away. Any employee who

does not return at the expiration of the leave will be considered to have voluntarily resigned.

(b.) When on such leave the employee must pay both his/her share and the Employer's share of insurance premiums. If the employee fails to make these payments, the Employer may act to terminate the insurance. PTO benefits will not accrue. When the employee returns from leave, the anniversary date will be adjusted to reflect actual time of service.

10.5. Scheduling permitting, up to six (6) employees who hold elected or appointed Union office will be allowed time off without pay to attend the Union's convention or official meetings; provided such employees have given written notice to the Executive Director at least two (2) weeks prior to the date of the requested time off. Affected employees shall assist the Employer in obtaining replacement personnel, and the Employer shall assist such employees in rearranging their schedules to avoid loss in pay on a non-overtime basis. Such employees may use PTO, if available, for such time off.

Article XI Miscellaneous Provisions

11.1. Non-bargaining unit personnel. Except where otherwise set forth in this Agreement, it is understood that, while supervisory and other employees not described in Article I and Appendix A of this Agreement are not included in the bargaining unit or covered by the collective bargaining agreement, this Agreement shall not affect, dictate, or interfere with what duties these employees may perform. Non-bargaining unit personnel shall not be assigned the duties of bargaining unit personnel who are in layoff status.

11.2. Non-discrimination. There shall be no discrimination under any circumstance by either the Union or the Employer on the basis of race, creed, color, sex, union activity and status, non-union activity and status, national origin, disability, age, religion, or marital status.

11.3. Definition of Employees. Except where otherwise noted in specific sections of this Agreement, full-time employees are defined as those employees who are scheduled for work and work an average of thirty-six (36) or more straight-time hours per week. Regular part-time employees are defined as those employees who are regularly scheduled and work less than thirty-six (36) straight-time hours per week. Seasonal and temporary employees are defined as those employees who are hired for a specific

period of time. PRN employees are defined as those employees who work on an as-needed basis with no regularly scheduled hours.

11.4. Uniforms. All employees shall wear uniforms as required and defined by the manager of the department in which they are working.

11.5. Smoking. Smoking by personnel is only allowed in designated areas during scheduled break times.

11.6. Physicals. New employees are required to have a physical and T.B. test within thirty (30) days of the starting date of their employment, which shall be at the employee's expense. Every four (4) years thereafter, employees are required to have another physical. After four (4) years of employment, employees may elect to have such physicals provided by a health care provider of their choice, in which event, the Employer will pay up to Forty and No/100 Dollars (\$40.00) toward the cost of such physicals, provided affected employees submit proper documentation verifying the physical and the cost thereof. The Employer has agreed to explore the feasibility of providing alternative on-site physical examinations to such employees, free of charge.

11.7. Bulletin Boards. The Employer will allow a designated Union representative access to employee bulletin boards for the purpose of posting authorized Union notices regarding such matters as Union meetings, social affairs, recreation affairs, and election of stewards and any other pertinent Union business.

11.8. Solicitations. Non-employees will not be permitted to solicit employees for any cause on the premises of the Employer, including parking lots of the Employer, with the exception of certain, pre-authorized charitable organizations (e.g., the United Way). Solicitations by employees should not be made while either the solicitor or the recipient of the solicitation are working. For the purposes of this policy, "working" excludes rest and meal breaks, pre-shift and post-shift activities. Distribution of printed literature is only permitted during non-working hours in non-resident care areas.

11.9. Personnel Records. Employees will be allowed access to and permitted to obtain a copy of their personnel file (at a cost not to exceed Five and No/Dollars (\$5.00)) maintained by the Employer, including performance evaluations, disciplinary records, and similar information maintained by the Employer in their personnel files.

11.10. Use of Telephones. Except for lunch or rest periods, employees may not make outgoing personal telephone calls without the express approval of their immediate supervisors, which will only be granted

in case of a genuine emergency. Employees may not receive incoming personal telephone calls when at work, except those of an emergency nature. Cell phones will not be on the person while working unless otherwise approved by the supervisor.

11.11. Safety and Health. The Employer agrees to provide a safe working environment for its employees, including the implementation of universal precautions, in accordance with federal and state regulations and guidelines. The Employer agrees that it will not assign an employee to perform work assignments that are violative of documented medical restrictions and no employee working under documented medical restrictions shall be disciplined for refusing to perform work assignments that are violative of such restrictions. Failure to address an employee's written complaint involving a safety hazard shall be subject to the grievance and arbitration procedures outlined in Article IV.

11.12 (a). Dues Check-off. During the term of this Agreement, the Employer will deduct from each paycheck the required Union dues of each employee for whom there is a valid authorization. The amounts so deducted shall be forwarded to the appropriate address as provided by the Union on a monthly basis, provided that the Union shall submit any new written payroll deductions to the Employer at least ten (10) days prior to the next pay period. The Employer shall have the payroll deduction check to the appropriate address as provided by the Union within seven (7) days of the last pay day of each month. Along with the monthly submission of dues, a list of employees from whom deductions were made shall be provided to the Union Segment President and Segment Treasurer and a copy submitted with the dues check transmission. The Employer shall at the end of the year give the Union Treasurer a list of how much each employee paid out in Union dues the previous year.

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

The Employer shall not be obligated to make deductions of any kind from any employee, who, during the pay period in which dues are deducted from the employee, shall have failed to receive sufficient wages to equal the deduction.

The Employer agrees to furnish the Union each month with the name, address, date of hire and classification of each newly hired bargaining unit employee.

11.12 (b) Committee on Political Education. Upon receipt of a voluntary written individual order from any of the employees covered by this Agreement, on forms provided by the Union, the Employer will deduct from the pay due such employee a voluntary additional contribution to the Committee on Political Education (COPE). The Employer will provide the Union with a list of employees who contribute to COPE and the amounts contributed. The total amount contributed to COPE will be transmitted to the Union in a separate check made out to SEIU COPE.

11.13 Labor-Management Meetings. The Employer and the staff recognize their mutual responsibility to work toward developing and maintaining an atmosphere of mutual respect and cooperation. Accordingly, a committee will be established consisting of no more than six (6) members of the bargaining unit and five (5) members of management and their representatives which may meet whenever it is deemed necessary for the purpose of discussing subjects of mutual concern, but in no event, less frequently than on a quarterly basis, unless otherwise agreed to by both the Employer and the Union.

11.14. Job Descriptions. The Employer shall provide written job descriptions for all classifications covered under this Agreement.

11.15. Cost of Printing Agreement. The Union shall be responsible for the cost of the printing and reproduction of this Agreement. The Employer shall distribute copies of this Agreement to all bargaining unit employees and to all new employees upon employment.

11.16. On a quarterly basis the employer shall provide each bargaining unit employee with perfect attendance, a bonus of Twenty Five Dollars (\$25) added to their normal paycheck by the second paycheck paid following the end of said quarter. Perfect attendance will be determined by no exceptions to the starting time of the employees scheduled shift unless approved by management. This attendance bonus will be in effect until the end of the contract date 2011. If an employee finds their own coverage then the employee will still qualify for the Attendance Bonus as long as management doesn't have to fill the originally scheduled hours.

Article XII
Discipline and Discharge

12.1. The Employer may discipline an employee for just cause, but in respect to discharge, shall give a copy of the termination notice to such employee in writing, and one copy of the same to the Chief Union Steward. The Chief Union Steward will be notified within seventy-two (72) hours after an employee is discharged. Progressive discipline will be followed except where the infraction warrants immediate termination. Progressive discipline may include verbal warning, written warning, suspension and, at the Employer's discretion, termination. Grievances dealing with discharges and suspensions without pay may be appealed directly to step 2 of the grievance process.

12.2. The Employer will issue discipline no later than ten (10) days following the time the Employer became aware of the incident, absent extenuating circumstances (e.g., an on-going investigation of the incident). Discipline for attendance may be issued for up to thirty (30) days following the incident giving rise to the discipline.

Article XIII
Jury Duty

13.1 Employees required to serve on a jury will be paid the difference between the amount of jury pay and the pay they would have received had they not been required to serve on the jury, provided the employee verifies to the Employer's satisfaction that such service actually occurred and the rate of pay the employee received. If an employee is called for jury duty, the Employer shall be responsible for finding replacement personnel. Employees who are summoned for jury duty but not selected, or who are released from jury duty with an hour or more remaining on their shift, must return to work without delay. If subpoenaed to testify in any proceedings, the Employer will assist the employee in finding a work replacement. If subpoenaed to testify, an employee may request a PTO day without notice.

**Article XIV
Funeral Leave**

14.1. Employees will be charged PTO hours for all approved funeral leave. Employees shall be granted time off to attend the funeral of an immediate family member, including: the employee's legal spouse, parent or child, grandchildren, great-grandchildren, brothers, sisters, grandparents, significant other and, current in-law relationships (i.e., mother/father-in-law, sister/brother-in-law, and son/daughter-in-law). For purposes of this Agreement, "significant other" shall be defined to mean those employees who are currently residing in the same household with another in an espoused relationship, and who have been so resided for a minimum period of one (1) year prior to the death. At the Employer's discretion, an employee may be required to provide proof of death and relationship to the deceased. Employees on funeral leave will not be required to find their own replacement.

**Article XV
Insurance**

15.1. Effective May 1, 2005, the employer will contribute a total of \$75.00 per month towards the cost of single or family health insurance premiums.

The Employer agrees to provide a minimum of two (2) weeks notice to the Union and an opportunity to "meet and confer" if there is a substantial change in coverage, design, or cost of health insurance.

Eligible employees may purchase dependent or family coverage by paying the difference in applicable premium rates.

15.2. The Employer agrees to contribute 100% of the premium rate for Ten Thousand & No/100 Dollars (\$10,000.00) in life insurance for all eligible employees who regularly work an average of sixteen (16) hours per week. When the employee reaches the age of 70, the value of the policy is reduced to \$5,000.

**Article XVI
Complete Agreement**

16.1 The parties agree to negotiate any changes that result in reductions in compensation and/or increased out-of-pocket payments in order to maintain current benefits not otherwise addressed in this Agreement, during which negotiation only, the provisions of Article III shall be waived upon impasse. Other terms and conditions of employment which currently exist and which are not specifically identified and dealt with in this Agreement remain at the total discretion of the Employer.

16.2. Maintenance of Standards. As a result of this Agreement, no employee shall suffer any reduction in his or her current base wage rate.

**Article XVII
Separability and Savings**

17.1. If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**Article XVIII
Duration**

18.1. This Agreement shall be effective from November 21, 2010 through November 25, 2011.

19.2. This Agreement shall automatically renew itself for a period of one (1) year, and from year to year thereafter, unless either the Union or the Employer shall give written notice by certified mail at least thirty (30) days prior to the expiration date of this Agreement, and any anniversary thereof, of a desire to negotiate changes in any of its provisions to the parties at the addresses set forth below. Notices to the Employer shall be sent to the Executive Director, 313 Elkader Street, Strawberry Point, Iowa 52076. Notices to SEIU Local 199 shall be sent to SEIU Local 199 2000 James St. Suite 111, Coralville, IA. 52241

APPENDIX A

MINIMUM SCHEDULE OF WAGES

A.1 The following shall constitute the minimum rates of pay for regular full-time and part-time employees in the bargaining unit:

CLASSIFICATION	START RATE (per hour)
	11-24-09
RN	\$18.00
LPN	\$15.95
CNA	\$8.98
REHAB AIDE	\$9.24
CMA	\$0.50 over CNA wage
COOK	\$8.47
DIETARY AIDE	\$7.96
HOUSEKEEPING/LAUNDRY	\$7.96
MAINT. WORKER	\$8.98
ENVIRONMENTAL AIDE	\$7.96

A.2 Except where otherwise provided, the Employer may, at its discretion, hire seasonal, temporary, and PRN employees at a rate set by it, who shall not be covered by this Agreement.

A.3 The employer may pay experienced housekeeping, laundry and dietary workers an additional \$0.05 an hour per year of experience. The employer may pay experienced CAN or CMA an additional \$0.10 an hour per year of experience. The employer may pay an experienced LPN and RN an additional \$0.20 an hour per year of experience. The employer may pay experienced maintenance workers up to \$0.40 an hour per certification in the following areas: Plumbing, Electrical, HVAC or Mechanical and be limited to no more than \$0.80 an hour total. The employer will not hire a new employee at a wage rate higher than a current employee with similar experience. Qualifications may be Certification or one (1) year of experience or longer.

A.4. Effective November 21st 2010 all employees shall receive an increase to the base wage of 2% with an additional \$0.10 per hour.

Memorandum of Understanding

This Memorandum of Understanding is entered into between the Strawberry Point Lutheran Home (hereinafter referred to as the "Employer") and Service Employees International Union, Local 199, (hereinafter referred to as the "Union") as follows:

1. If during the life of this collective bargaining agreement, the code of Iowa is amended to include the concept of "Fair Share Fees" or "Agency Fees" as a mandatory subject of bargaining, the Employer and the Union agree to reopen the contract for the purpose of bargaining over the addition of Fair Share or Agency Fee language to the contract.
2. Bargaining over the addition of Fair Share or Agency Fee language to the contract shall be the sole issue of the negotiations created by this Memorandum of Understanding.
3. Bargaining over Fair Share or Agency Fees, as provided for in Paragraph 1 of this Memorandum of Understanding, shall commence promptly after the Employer receives written request to bargain from the Union. The Union and the Employer shall meet at reasonable times and negotiate in good faith for a period of thirty days.

Agreed this _____ day of _____, 2010

Strawberry Point Lutheran Home

SEIU, Local 199

STRAWBERRY POINT LUTHERAN HOME, Employer

By: Jan Steffen

Title: Administrator

Date: 11-21-10

SEIU LOCAL 199, Union

By: Lucy Goy / Cathy Glasson

Title: Chapter President / SEIU Local 199 President

Date: 11/21/10 / 1-3-2011