

AGREEMENT

BETWEEN

STRAWBERRY POINT LUTHERAN HOME FOR THE AGED
STRAWBERRY POINT, IOWA

AND

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL NO. 199

December 1, 2019, – November 30, 2021

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Preamble

THIS AGREEMENT is entered into by and between the Strawberry Point Lutheran Home for the Aged, 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. PRN 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/Administrator or his/her designated representative and shall take place at times when the Executive Director/Administrator 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/Administrator (or the Executive Director's/Administrator 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/ Administrator or the Executive Director's/ Administrator'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/ Administrator or the Executive Director's/ Administrator'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/ Administrator, 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.

4.7. If the Union wishes to proceed to arbitration, it must notify the Executive Director/ Administrator 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.

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 the applicable Start rate for that classification. 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. After 90 days of employment, all Employees shall participate in the direct deposit payroll program.

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.

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, by telephone, or by text. Employees must verify by phone or in person that they have been notified of the change. In the event an employee in the maintenance department receives less than the required notice, the employee will receive time and a half for the new hours worked.

6.3 Extension of Shift. The Employer may extend a shift for an employee already working that shift until the employee's replacement or other arrives. Extension of shift specifically means hours added to the end of shift for this purpose. Such an extension of shift is not subject to the 48-notice provision of Article 6.2. The extension is only permitted if the situation is the result of another employee's call-in or no-show and the call-in or no-show creates staffing of less than one (1) nurse and (1) CNA for the specific unit. The Director of Nursing will count as the nurse for these purposes if that person is on the premises. The Employer may extend a shift by no more than two hours.

6.4. 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 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.

6.5. 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 PRN staff have first been reduced shall terms of this paragraph become applicable.

6.6. Meals and rest periods are scheduled at times which will not interfere with the efficient operation of the facility. The Charge Nurse or Supervisor will ensure meals and rest breaks are taken as scheduled. Only in the event of an emergency will the meal and rest break schedule not be followed. 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 working a six (6) hour shift shall receive a twenty (20) minute lunch period. 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. Charge Nurses shall not leave the building if they are the only nurse on the campus or without the permission of the Director of Nursing. No fifteen (15) minute rest periods or lunch breaks will be allowed in the last half ($\frac{1}{2}$) hour of the shift.

6.7. With the exception post-survey, post-inspection, or post-investigation meetings required by an outside agency, the Employer must post notices for departmental meetings no less than three weeks in advance of those meetings. Also, the Employer will post a schedule of all full-staff in-service meetings for the calendar year no later than January 15. The first meeting on that posted schedule can take place no less than three weeks after the schedule is posted. The Employer also will post by the first week of each quarter the schedule of required education classes, for instance CPI classes, that it will offer for the quarter. The first class on that posted schedule can occur no less than three weeks after the schedule is posted. Employees required to attend departmental meetings, full-staff in-service meetings, and/or required

education classes held at the facility during their non-working hours will be paid only for the time actually spent in attendance at such meetings.

Management will notify in writing those employees who failed to attend mandatory meetings. Such employees will have two weeks from the date of the original meeting to make-up the missed meeting. This may be in an oral or written format with the presenter. The employee and the presenter will find a mutually agreeable time. Failure to make up the meeting will result in one (1) unexcused absence. However, the penalty will not apply to people on PTO, or extended FMLA leave during the two-week make-up period, or any other situation management deems appropriate.

6.8. 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.

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

6.10. Except where the Employer has agreed otherwise, 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. In the event the Employer requires an employee to work on a scheduled day off, an employee has the option to schedule an alternate day off within two weeks of the day missed. The Employer may not mandate an employee to work on the scheduled alternate day.

6.11. 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.

6.12. 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 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. Employees shall not be required to make up the weekend shift if they used funeral leave according to Article 14.1

All employees are entitled to take one scheduled weekend off each year, which they will not be required to make up. The weekend off can be taken at one time or split into two separate weekends, with one day off each weekend.

6.13. Open hours. Open hours are openings in the schedule other than those discussed in Article 6.3. Open hours shall first be offered to regular staff without regard to an employee's overtime situation. The Employer must post all open hours in the break room. Sign-up for open hours is on a first-come basis regardless of an employee's overtime status. If posting is not possible due to time constraints, the Employer will send a text to all employees in the relevant department notifying them of the open hours. Sign up is still on a first-come basis. If open hours still remain, the Employer will attempt to fill such hours utilizing PRN employees. PRN personnel shall only be called as a last resort when no other employees have signed up for the scheduled vacancies.

With the exception of an employee who can provide a doctor's note corroborating an illness, staff who choose/agree to fill open hours and then call in or fail to show for the chosen/agreed upon open hours will receive one (1) unexcused absence.

If such open hours remain unfilled after the above process has been utilized, the Employer may assign employees to fill open hours as follows:

The Employer must give employees at least 48 hours notice of a mandatory assignment of open hours.

The Employer will keep an up-to-date seniority list posted in the break room.

Beginning with the first day of each new quarter of the year, if the Employer must assign a shift to an employee to fill open hours because they could not be filled using the above method, the Employer will assign the least senior employee. The next time the situation occurs, the Employer will assign the employee just above the least senior employee (*i.e.*, the next least senior employee). That will continue for each instance where an assignment must be made throughout the quarter.

The Employer may not assign an employee to work outside their classification. The employer may not assign an employee to work open hours or extend their shift more than once during a two week schedule.

The Employer may not discipline an employee who is unable to accept a mandatory assignment of open hours for a legitimate and verifiable reason.

In the event the Employer must assign open hours to an employee on a holiday, the employee will receive one and one-half (1½) times their regular hourly rate of pay and 8 hours of PTO. The pyramiding language (Article 6.11) above does not apply in this instance.

**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.

<u>Accrual Schedule</u>	<u>Accrual Rate</u>	<u>Hours/8 Hr.</u>	<u>Days</u>
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 years but less than 25 years	.1346153	280*	35
25 years and up	.1615384	336*	42

* 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. Notwithstanding significant events, including but not limited to, weddings, graduations, birthdays, anniversaries, family reunions, as well as, reservations and/or travel plans that are booked more than 60 days in advance, PTO should be requested in writing at least thirty (30) days, but not more than sixty (60) 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 ten (10) calendar days of its submission or it will otherwise be deemed approved. If the department manager or designee has not responded to the request within eight (8) days, the employee must contact the department manager or designee to determine if he or she has received the request. If the department manager or designee has not received the request, the employee will resubmit it. The department manager or designee will act on the request within 24 hours of the re-submission. For all PTO requests, the department manager or designee will make three copies of the signed request (one each for the Employee, the department manager or designee the payroll manager Once approved PTO and trades cannot be revoked without the employee's permission.

No supervisor or department manager who has given their notice of resignation, shall be allowed to authorize PTO scheduled after their departure. In such situations, management will notify staff as to what other supervisors or administrators may sign PTO requests.

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/ Administrator or department manager, but under no condition may the Employer dictate when PTO must be used, except as otherwise provided in Sections 6.8, 6.11, 7.1, and Section 10.2.

7.4 A regular employee who transfers to PRN, 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 providing PTO hours are available.

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.

7.10 PTO will be paid based on accrued PTO hours from previous pay period.

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, provided PTO hours are available, 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, provided PTO hours are available, and will receive holiday pay based on their regular straight time hourly wage. If an employee is scheduled to work on holiday that would normally be the person's scheduled day off, the employee has the option to choose an alternate day off using PTO. The Employer must work with employee to select a date.

1. New Year's Day

2. Easter
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve Day
8. Christmas Day

8.2. With the exception of an approved trade, employees on approved PTO, or approved leaves of absence, the Employer reserves the right to require an employee to make up a missed scheduled holiday by working the next holiday regardless of the reason for the absence. In the event the employee makes up the missed holiday, the Employer will not attribute an absence to that employee. 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.

8.3 Beginning with New Year's Day 2018, the Employer will utilize a two-year holiday rotation. Holidays will be divided into two groups. The first group will be New Year's Day, Memorial Day, Labor Day and Christmas Day. The second group will be Easter, Independence Day, Thanksgiving Day, and Christmas Eve Day. Employees will be assigned to either group one or two. In 2018, employees will work the holidays that correspond to their assigned group. In 2019 they will work the other group of holidays. This rotation will continue unless the parties agree otherwise in writing.

Article IX Seniority and Transfer

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 and PTO accrual rate when returning to scheduled status. Employees shall not accrue seniority or PTO 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 fails to return as scheduled from a leave of absence (employee will also be terminated);

(e.) When an employee is no call/no show for two (2) scheduled days (employee will also be terminated);

(f.) When an employee accepts employment by another employer during a leave of absence (employee will also be terminated);

(g.) 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 (7) calendar days. The notice of vacancy shall include the date and time of the posting, the position, shift, number of hours and effective date. The Employer will keep each posting up until the position is filled. 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 with the most senior employee who has bid on the position, provided in the judgment of the Employer, which shall not be exercised arbitrarily, the employees bidding on said vacancy possess the qualifications to perform the position without additional training. An employee is considered qualified for any open position in his or her current job classification. 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.

The Employer may not offer a vacant position to any outside applicant unless no qualified internal applicant applies.

The Employer may not offer a vacant position on any basis other than what it has posted for the vacancy in terms of shift, number of hours and effective date. In the event

the Employer would like to offer the position to an outside applicant on a basis other than the shift, number of hours and effective date stated in the original posting, the Employer must repost the position with those other hours and allow internal applicants to apply consistent with this Article.

Staff requesting to add or reduce the number of their regularly scheduled hours per pay period must give the Employer thirty (30) days notice. An employee must wait for a posted position that equates to their request (*i.e.* either the position offers more or fewer hours). An employee is under no obligation, however, to accept a position offered under this provision.

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, marital status, sexual orientation or gender identity.

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 seventy-two (72) or more straight-time hours per pay period Regular part-time employees are defined as those employees who are regularly scheduled and work less than seventy-two (72) straight-time hours per pay period 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. There will be no smoking on the Strawberry Point Lutheran Home Community campus. This includes, but is not limited to, tobacco products, smokeless smoking devices (vaping devices or e-cigarettes), smokeless tobacco products (Chew, bandits, etc.).

11.6. Physicals. New employees are required to have a physical and T.B. test before the starting date of their employment. The employer will pay a non-covered expense up to eighty (80) dollars toward the cost of such physicals, after one full year of employment and provided affected employees submit proper documentation verifying the physical and the cost thereof. 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 a non covered expense of Eighty and No/100 Dollars (\$80.00) toward the cost of such physicals, provided affected employees submit proper documentation verifying the physical and the cost thereof.

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 \$0.20 per page) maintained

by the Employer, including performance evaluations, disciplinary records, and similar information maintained by the Employer in their personnel files.

11.10. Use of phones/devices. Except for lunch or rest periods, employees may not use phones/devices without the express approval of their immediate supervisors, which will only be granted in case of a genuine emergency. Phones/devices 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 standard 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 in violation of documented medical restrictions and no employee working under documented medical restrictions shall be disciplined for refusing to perform work assignments that are in violation 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. Light duty will only be assigned for a workman's compensation event, otherwise, light duties are not available.

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.

11.16 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.

11.17 After the probationary period (refer to 9.5) the employer shall provide each bargaining unit employee who has had perfect attendance (no absences) during the calendar year with a \$100 bonus. Perfect attendance means the employee has missed no full days, whether the absences are excused or unexcused. Employees starting after the first of the year, and who qualify for the bonus, will have their bonus prorated by the percentage of the year they worked.

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 granted up to a minimum of three (3) days for all funeral leave, for which they will be charged PTO hours, providing PTO hours are available. If PTO hours are not available the leave will be unpaid. Employees shall be granted time off to attend the funeral of an immediate family member, including: the employee's legal spouse, significant other, parent or child, grandchildren, great-grandchildren, brothers, sisters, grandparents, 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 January 1, 2016, the employer will contribute a minimum of \$200.00 plus any necessary additional amount required by the PPACA per month towards the cost of single or family health insurance premiums of the bronze plan offered by SPLH for employees who are scheduled sixty (60) hours or more per pay period. The employer will also contribute a minimum of \$100.00 plus any additional amount required by the PPACA per month towards the cost of single or family health insurance premiums of the bronze plan offered by SPLH for employees who work less

than sixty (60) hours per pay period. Employees wishing to opt out of health insurance will need to sign a paper to that effect.

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 Fifteen Thousand & No/100 Dollars (\$15,000.00) in life insurance for all eligible employees who regularly work thirty–two hours per pay period. 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 Seperability 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 December 1, 2019 through November 30, 2021 with a re-opener for Wages and Insurance after one year .

18.2. 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/Administrator, 313 Elkader Street, Strawberry Point, Iowa 52076. Notices to SEIU Local 199 shall be sent to SEIU Local 199 220 Lafayette St. #128, Iowa City, IA 52240

SEIU Local 199

Jim Jacobson, General Counsel, SEIU Local 199

Print Name of Authorized Signatory



Signature of Signatory

11/30/19

Date

Strawberry Point Lutheran Home for the Aged

Cheri L. Leachman

Print Name of Executive Director/Administrator



Signature of Signatory

11/29/19

Date

Appendix A MINIMUM SCHEDULE OF WAGES

A.1 All current employees will receive raises equal to those applied to the start rate for their respective classifications. 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)
RN	\$22.81
LPN	\$20.15
CNA	\$13.91
REHAB AIDE	\$11.83
CMA	\$0.50 (Only when working as a CMA. This will only apply to people hired after 12/1/17.)
COOK	\$11.78
DIETARY AIDE	\$10.98
HOUSEKEEPING/LAUNDRY	\$10.98
MAINT. WORKER	\$12.05
MAINT. AIDE	\$10.98
ENVIRONMENTAL AIDE	\$11.51

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

A.3 The Employer will not hire new employees at a wage rate higher than a current employee with similar experience.

Appendix B Grievance Form

Grievant/Steward Name: _____ Position: _____

Address: _____ Phone: _____

Type of Grievance: _____ Location: _____

Article(s) violated: _____

Date grievance occurred: _____ Approximate time: _____

Date processed at Step 1: _____

Supervisor signature: _____

Supervisor Response: _____

Union Rep. signature: _____

Step 1 Informal **oral** attempt at resolving grievance

Date processed at Step 2 (**Written**): _____

Administrator signature: _____

Date Step 2 response given: _____

Union Rep. Signature: _____

Reply Step 2

Date processed at Step 3 (**Written**): _____

Administrator signature _____

Date Stage 3 response given: _____

Union Rep. signature: _____

Employer Representative Signature: _____

Reply Stage 3:

Step 4 Intent to arbitrate? _____

Union Representative signature: _____

Grievance:

Remedy requested:

Grievant/Steward Signature

Date Signed

Appendix C SEIU Local 199 Membership Card

Membership Authorization: Yes, I want to join with my fellow employees and become a member of SEIU

Local 199. I request and voluntarily accept membership in Local 199. This means I will receive the benefits and abide by the obligations of membership set forth in the Constitutions and Bylaws of both Local 199 and the Service Employees International Union ("SEIU").

I authorize Local 199 to act as my exclusive representative in collective bargaining over wages, benefits, and other terms and conditions of employment with my employer. I know that membership in the union is voluntary and is not a condition of my employment, and that I can decline to join without reprisal.

SIGNATURE	DATE	
Contributions or gifts to Local __ are not tax deductible as charitable contributions.		
FIRST NAME	LAST NAME	EMPLOYEE #
PERSONAL E-MAIL ADDRESS	WORK E-MAIL ADDRESS	CELL PHONE*
PHONE (DAY)	PHONE (EVE)	WORKSITE/JOB TITLE
HOME ADDRESS	CITY	STATE/ZIP

Dues Deduction/Checkoff Authorization: I request and voluntarily authorize my employer to deduct from my earnings and to pay to Local 199 an amount equal to the regular monthly dues uniformly applicable to members of Local 199. Dues amounts may change from time to time in accordance with the requirements of the Local 199 Constitution and Bylaws. This authorization shall remain in effect unless I revoke it by sending written notice via U.S. mail to Local 199 during the periods not less than 30 days and not more than 45 days before either (1) the annual anniversary date of this agreement, or (2) the date of termination of the applicable contract between the employer and Local 199. This authorization shall be automatically renewed from year to year unless I revoke it in writing during a window period, even if I have resigned my membership.

This authorization is voluntary and is not a condition of my employment, and I can decline to agree to it without reprisal. I understand that all members benefit from everyone's commitments because they help to build a strong union that is able to plan for the future.

*By providing my phone number, I understand that SEIU, its local unions, and affiliates may use automated calling technologies and/or text message me on my cellular phone on a periodic basis. Local 199 and SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 787753 to stop receiving messages. Text HELP to 787753 for more information.

Yes! I Want to Join

COPE Authorization: Hold Politicians Accountable!

Yes! I want to hold politicians accountable to working families and I know we can do that if we stand together.

I authorize my employer to withhold the indicated amount per month to forward to SEIU Local 199 as a contribution to SEIU Committee on Political Education ("SEIU COPE"). My signature shows that I agree with the terms below.

<input type="checkbox"/> \$20 <input type="checkbox"/> \$15 <input type="checkbox"/> \$10	
_____ FIRST NAME	_____ LAST NAME
_____ SIGNATURE	_____ DATE

This authorization is made voluntarily based on my specific understanding that: 1) I am not required to sign this form or make voluntary contributions to SEIU COPE as a condition of my employment or membership in the union; 2) I may refuse to contribute without reprisal; 3) Under law, only union members and executive / administrative staff who are U.S. Citizens or lawful permanent residents are eligible to contribute to COPE; 4) The contribution amounts on this form are merely suggestions, and I may contribute more or less by this or other means without fear of favor or disadvantage from Local 199 or my employer; 5) SEIU COPE uses the money it receives for political purposes – including, but not limited to, making contributions to and expenditures on behalf of candidates for federal, state, and local offices – and addressing political issues of public importance. This authorization shall remain in effect until revoked by me in writing via U.S. mail to Local 199.

Contributions or gifts to SEIU COPE are not tax deductible as charitable contributions.