

COLLECTIVE BARGAINING AGREEMENT

COMPREHENSIVE SYSTEMS, INC.

AND

UFCW DISTRICT LOCAL 431

EFFECTIVE JULY 1, 2008 THRU JUNE 30, 2013

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## **PREAMBLE**

This Labor Agreement, is between Comprehensive Systems, Inc., (hereinafter referred to as the Employer), and UFCW, District Local 431, United Food and Commercial Workers International Union, AFL-CIO (hereinafter referred to as the Union).

It is the intent and purpose of the parties hereto for this Agreement to be directed at promoting positive personnel and economic relations between the Employees, Employer, and the Union, and to otherwise set forth a basic understanding covering rates of pay, hours of work and other conditions of employment to be observed by the parties to insure the peaceful settlement of disputes and to prevent stoppages of work. Upon exchange of considerations, the parties hereby agree as follows:

## **ARTICLE 1**

### **RECOGNITION**

#### 1.1 Recognition

The Employer recognizes the Union as the exclusive bargaining agent for a unit of all regular full time and regular part time employees; excluding administrative, professional, managerial, office, and clerical employees, employees not on the payroll, nurses, certified teachers, guards, supervisors as defined and governed by the NLRA, as amended.

#### 1.2 Check-off

The Employer shall check-off Union dues on presentation of legal and proper check-off authorization cards, voluntarily and individually authorized, from employees in accordance with law. Employees may escape/revoke such authorization as stated upon the authorization as required or allowed by law. The Employer will then deduct such dues in the amount certified to it by the Union, and send to the Union such dues and fees as are deducted and withheld from the employees. Such deductions shall be made by the Employer from the wages of employees in equal installments from each paycheck and will be transmitted to the Union by the tenth day of the following month. The Union will hold the Company harmless from any and all claims made against it by reason of compliance with this Article.

## **ARTICLE 2**

### **NO STRIKE = NO LOCKOUT**

#### 2.1 NO LOCKOUT

During the term of this Agreement, the Employer shall not engage in any lockout of its employees.

#### 2.2 No strike

A. The Union and its members and the employees covered hereby, individually and collectively, agree that during the terms of this Agreement, neither the Union, its officers, agents, or members nor other unit employees, will engage in or encourage or sanction any strike, sit-down, slowdown, stoppage, picketing,

boycott or any other action or behavior which will interrupt or interfere in any way with the operations of the Employer.

B. In the event of any violation of this Article:

1. The Union agrees that it will at once notify and direct the employees involved to resume work immediately and,
2. In addition, the Union will immediately take all other possible affirmative steps to bring about resumption of normal operations of the Employer, and,
3. The Union shall keep the Employer currently advised of all action which it is taking to comply with its obligations as set forth in this section, and,
4. The Employer may discharge or otherwise discipline any employee (whether individually or in a group) who has violated this Article.

C. Neither the violation of any provision of this Agreement nor the commission of any act constituting an unfair labor practice or otherwise made unlawful by any federal, state, or local law shall excuse the employees or the Union from their obligations under the provisions of this Article.

D. It shall not be a violation of this Agreement nor a cause for any disciplinary action for employees to refuse to cross or work behind a legal primary picket line established because of labor difficulties originating within the Employer's business. The Union will give written notice at least seventy-two (72) hours in advance of its intentions to honor a picket line at the Employer's place of business.

E. The restrictions of this Article are not limited to disputes arising over or out of this Agreement.

## **ARTICLE 3**

### **HOURS**

#### 3.1 Policy

It is recognized that the Employer, in pursuing the goals of the organization, except as may be expressly and specifically limited by this Agreement, has sole discretion as to what jobs/which hours of work or amount of hours are made available to employees, including decisions as to the content, quality, etc., of such work. Such decisions may be grieved on the basis of being arbitrary and capricious. In filling work schedules relevant considerations shall include qualifications, relative ability, seniority, interests of respective employees, availability and Employer's operating needs. There shall be no guarantee as to the amount of hours of work available to any employee. A full-time employee is one who happens to be regularly scheduled to work 40 hours per week. Except for emergency situations employees will not be scheduled for more than twelve (12) consecutive hours.

A. Each employee will have a regular work schedule, which schedule will normally not vary from week to week. If the Employer makes changes in same it will provide up to five calendar days notice to any

employee affected. It is understood that there shall be no guarantees to full time work or minimum hours per week, or per day.

B. Regular schedules will provide employees with eight (8) hours rest between shifts, except in case of emergency, or at the request of the employee, such as call-ins etc. Except for emergency situations, employees will not be scheduled for more than twelve (12) consecutive hours in any one work day.

C.1 Except in cases of emergency, regularly scheduled, no-overtime hours will be first offered to regularly scheduled employees on the basis of seniority from the substitute sign up list, except that in the following situations direct care staff will be given preference by unit seniority to extend in their positions, or accompany the consumer, whichever the situation, and vocational trainer employees will be asked to fill in gaps where needed, by unit seniority, or will remain at the work site to complete miscellaneous tasks:

- a. When any resident is held out of school for any reason.
- b. When there is participation in special Olympics or summer camp.
- c. When the Employer can combine units, e.g., when 2 or more residents are held out of school one or more days the most senior employee (s) of the units involved would be offered hours first.
- d. Travel with clients (see Article 9.5).

C.1.5 Non-Holiday Workshop Closure:

In the event of closure of a workshop for a non-holiday reason, vocational trainer employees will be reassigned to another location or will remain at the work site to complete miscellaneous tasks as determined by the supervisor. Direct care staff may be asked to extend as determined by the supervisor, as set forth in Article III, Section D herein.

C.2 The substitute sign up list will be a permanent list maintained by the company. Employees will sign up for hours and units they are willing to work in, provided they are trained in such units. Employees willing to pick up entire shifts will be given preference, by seniority over other employee. When an employee no longer wants to be on the substitute sign up list or wishes to make a change to what they have signed up for, it will be their responsibility to make such changes, If an employee refuses four (4) call ins, in any month, they shall be removed from the substitute sign up list and can't add their name back on the list for the rest of that month and the following month. An employee shall not be charged with a refusal unless the call has come four (4) hours before the shift to be worked or is off work with pay, i.e., vacation, sick time, workers comp, funeral leave etc.. Calls should also come no more than four (4) weeks before the scheduled shift. When the substitute sign up list is applicable for use the order will be as follows:

- a. First by seniority to regular employees where the call in hours would not result in overtime pay.
- b. Second to temporary, on call and work program employees where the call in hours would not result in overtime pay.
- c. Third to regular employees not signed up on the substitute sign up list who have indicated they would work additional hours on an occasional and voluntary basis and where the call in hours would not result in overtime pay.

- d. Fourth by seniority to regular employees on the substitute sign up list who would receive overtime pay as a result of the call in hours.
- e. Fifth if the hours cannot be filled through the substitute sign up list or the Employer cannot find employees not on the sign up list on a voluntary basis to work, then the Employer may require the least senior employee in the bargaining unit trained to work in the unit to work beginning with the temporary, on call, and work program employees.

It is understood that the Employer has no obligation to split shifts.

Except for emergency situations, no employee will be scheduled or called in to work for more than sixteen hours of overtime (56 total) in a week.

C.3. Grievances filed in regard to this section of the labor agreement and settled or otherwise ruled in the employee's favor will be resolved using the following formula:

- a. The grieved employee will be offered compensating work hours during the pay period in which the grievance occurs or during the following pay period.
- b. The work hours offered will be in the employee's work unit.
- c. The hours offered to the grieved employee will be arranged on a mutually agreed basis, it being understood that the employee cannot unreasonably refuse the hours offered.
- d. Only when compensating hours cannot be arranged within the time frame stated above will an employee grievant be paid for the call in hours denied the employee.

C.4 - While it is understood that employees are not to be replacing themselves, as the job of filling open hours is that of the employer, occasionally situations present themselves where employees may be asked to help in this management function. This might include a middle of the night or other situation that could be deemed by a reasonable person to be an emergency.

D. Employees who are called in to work other than their regularly scheduled work shifts, i.e., call in or replacement hours, shall receive a minimum of two (2) hours of pay or two (2) hours of work at the discretion of the Employer; except in emergency situations, or because of Acts of God, or because of events beyond the control of the Employer. However, the Employer shall have no obligation to immediately use the "call-in" procedure when an employee fails to report on time, and in such situations, the Employer may hold over the scheduled employee who is at work for up to four (4) hours.

E. Employees reporting for work at their regularly, permanently scheduled starting time who have not previously been notified not to report to work, shall receive a minimum of two (2) hours of work for that day, or in lieu thereof, two (2) hour's pay, at the discretion of the Employer, except in emergency situations, or because of Acts of God, or because of events beyond the control of the Employer. Where an employee volunteers to work less than the aforementioned hours, there shall be no obligation to pay for more than the actual hours worked.

F. Employees shall begin working promptly at the time scheduled for each to respectively report.

G. Except in case of approved emergencies, employees unable to report for work at their assigned time(s) shall give at least two (2) hours advance notice of such inability to the proper scheduling authority. Failing or refusing to properly "call", shall be the basis for disciplinary action, including discharge.

H. The Employer and the Union recognize the need for working supervisors; however, available hours vacated by Bargaining Unit employees will generally be filled with Bargaining Unit employees using the substitute call-in list. This does not apply to overtime hours, no show situations, emergencies, etc.

I. In certain limited situations, and where no disruption is likely to result, employees may trade shifts where there exists mutual agreement for such trading between and among employees and the supervisor(s) involved. Abuse of trading may be cause for denial of any future trades of the employee(s) involved. The trading of shifts will not be approved where it is to avoid or has the effect of not using up excess accumulated time on the books. (Particularly near the end of the vacation year.)

### 3.2 Overtime

A. Where there is an insufficient number of volunteers, overtime work may be required (using inverse seniority) and all employees shall be paid overtime pay for hours worked over forty (40) hours in a week. A pay week commences with the third (3rd) shift Saturday and ends after the second (2nd) shift on the Saturday following. There shall be no automatic overtime for consecutive work shifts or double work shifts. Overtime shall not be pyramided.

B. Such overtime pay shall be paid at the rate of one and one-half (1 ½) times an employee's regular, straight-time hourly rate of pay.

C. The Employer shall not be required to schedule an employee to work overtime hours except as specifically provided for by this agreement.

### 3.3 Weekday-Weekend Shifts/Rotating Shifts

A. All employees may be required to work shifts involving work during both weekdays and weekends, which shifts may involve alternating weekends (rotating). Employees may not be permanently and regularly scheduled to work more than seven (7) consecutive calendar days. Currently, regularly scheduled employees will not have their present hours unilaterally moved to include weekend work without the agreement of the employee(s) involved.

B. Employees who have been regularly scheduled to work rotating weekends each month, and who are required to involuntarily work additional weekends will be paid time and one half (1 ½) for those additional weekend hours.

C. A \$.50 per hour premium will be paid for unscheduled weekend hours worked.

### 3.4 Temporary Positions

- A. Any temporary position created by the Employer shall become a permanent position after six (6) months and posted as a permanent position at such time. This period may be extended by mutual agreement.
- B. When hours become available due to leaves, transfers, terminations, etc., such hours will be offered to those employees who have expressed a current interest in adding hours to their weekly schedule and in offering such hours to such interested employees, the Employer shall consider qualifications, operating needs, seniority and availability.
- C. No temporary transfer of employees to other work areas shall be allowed unless agreed upon between the employee and the Employer. Absent specific management approval no employee shall leave a department for work in other areas if his/her departure will leave his/her scheduled department short of help. If a permanent transfer becomes necessary it will generally be made by inverse seniority.

### 3.5 Lunch Periods

- A. Employees working seven (7) or more hours per day will get a 20 minute paid working/lunch period; except those employees voluntarily working a split shift.
- B. The normally prepared meal will be provided free of charge to employees actually working when the clients are being fed at the residential facilities.

### 3.6 Rest Periods

- A. Employees working 8 or more hours in a day shall be entitled to two (2) paid rest periods, each fifteen (15) minutes in duration.
- B. Employees working three and one-half (3 ½) or more hours in a day shall be entitled to one (1) paid rest period of 15 minutes duration.
- C. When feasible and desired rest periods will be scheduled as near as possible to the middle of the shift. Rest periods/breaks may be combined only if approved by the immediate supervisor. Breaks may not be taken at the end of the shift. Employees may not leave the property during paid rest and lunch breaks, except with the prior approval of their supervisor.

### 3.7 Time Clock

- A. Time clocks will generally be utilized by the Employer in its day-to-day operation. In certain facilities, a time clock may not be used and in such situations the area supervisor will sign employee's time cards.
- B. An employee must punch only his/her own time card as one employee cannot clock in or out for another employee, punching for another is grounds for discharge.
- C. If an employee fails to punch in or out, a notation must be entered on his/her time card by the supervisor, indicating the day and the hour; the notation to be initialed by the employee's supervisor or such other person as management may designate. Failure to do so may be a cause for discipline.

D. For the purpose of tabulating time cards, time will commence when a shift is scheduled to begin and will end when a shift is scheduled to end. A person who clocks in after a shift has started will be considered late. If an employee clocks out before the shift is scheduled to end, work time for that shift will be considered to have ceased at the time the employee properly punches out or is to be punched out.

E. Employees shall not clock in more than five (5) minutes before a shift is scheduled to begin or out more than five (5) minutes after a shift has ended. Employees will receive additional time and will be paid either for early work or late work, provided that such time is authorized in advance, by either the employee's supervisor or the on-duty administrator.

### 3.8 Pay Period

A. Employees will be paid every two (2) weeks, and when possible pay day shall begin at 10:00 AM every other Friday.

B. Each employee will be paid in full each pay period and shall receive therewith a check stub showing the number of hours worked at straight time and at overtime, the rate of pay, holiday pay, sick pay, and the amounts of deduction and for what purpose. Other payroll and employment data shall be generally and promptly available and provided upon reasonable request.

C. Expense vouchers turned in before the first (1st) or the fifteenth (15th) of the month will generally result in payment on the next and following 15th or 1st respectively.

D. Payroll errors will be corrected in a timely manner.

E. During the life of the agreement the Employer will endeavor to show year-to-date payroll data on check stubs.

F. Payroll codes will be posted in all areas.

G. All pay increases will be effective the pay period following the increase.

## **ARTICLE 4**

### **SENIORITY**

#### 4.1 Probationary Period

New employees shall be on a probationary trial period for the first four (4) months and may be discharged during the probationary period by the Employer without the necessity for establishing just cause or other reason. When the Employer determines it appropriate it may extend the trial period for an additional month.

#### 4.2 Seniority System

- A. Seniority shall be defined as the length of most recent continuous service with the Employer; i.e., the first date of most recent employment.
- B. All seniority will be lost if an employee:
1. Quits or is discharged or otherwise terminated.
  2. Fails to return to work after a layoff within forty-eight (48) hours after being notified to report to work.
  3. Is laid off for any reason for twelve (12) consecutive months or does not regularly work, for any reason, for twelve (12) consecutive months.
  4. Fails to report to work at beginning of shift after two (2) or more days of continuous absence.
  5. Fails to return to work in accordance with the terms of a leave of absence.
  6. Accepts additional and/or other employment with another employer while on LOA
- C. Seniority rights shall apply to regularly scheduled full-time and regularly scheduled part-time employees. It shall not be applied to employees during the probationary period or to casual, temporary, on-call type employees.
- D. Seniority shall be determinative where two (2) or more employees at issue/in question are qualified.
1. Seniority shall be determinative only where two (2) or more employees at issue/in question are relatively equal as to qualifications, ability, competence, etc.
  2. Qualifications and ability include inter alia such factors as attitude, aptitude, competence, efficiency, training, judgment, experience, initiative, leadership, etc. as appropriate.
  3. Qualifications, relative ability, etc. shall be determined by management, which determination may be grieved on the basis of being arbitrary and capricious.
- E. Availability means that in order for the Employer to lay off by seniority, it will be necessary for the senior employees to accept temporary assignment to other units, buildings, and shifts as a result of the less senior employees working in areas where there is no need to lay off or reduce hours. When a more senior employee is unwilling or unable to accept such temporary transfer in order to lay off or reduce hours by seniority, then the more senior employee will be laid off, and the less senior employee retained. Should the Employer question the qualifications of an employee in regards to a layoff, reduction in hours, and bumping related to same, the employee's qualifications will be reviewed as specified in 4.3 H of this Agreement.
- F. The Employer shall post an updated and current seniority list every three (3) months in appropriate and visible work locations, and shall furnish a copy to the Union. The Employer further agrees to notify the Union of new hires each three months.
- G. 1. The Union will keep the Employer advised on a current basis of the names of any and all Union Stewards.

2. The Union will keep the Employer advised on a current basis of the names and proper legal mailing addresses of any and all local union officers, agents and representatives.

H. In cutting hours of employees. The Employer will generally solicit volunteers prior to notifying an employee(s) that their hours have been cut.

#### 4.3 Job Bidding - Job Posting

A. When a permanent job vacancy exists or a temporary opening of more than four (4) months anticipated duration exists, the Employer will post upon an appropriate bulletin board, a notice(s) that such a job vacancy exists, setting forth therein the qualifications, job category and schedule of work hours. This notice shall be posted for at least five (5) calendar days, two days of which must include both weekend days. The time for posting shall commence at 12:00 Noon on the first (1st) day run through 11:59 A.M. on the last day (e.g., 12:00 Noon on Wednesday through 11:59 A.M. the following Monday). The Employer will post every other or ½ of the training openings, which postings shall be subject to no obligation to accept bids of employees who are already trained in 3 or more areas unless same meets with its operating needs as it shall determine. The Employer will submit on an annual basis, a list of employees and areas in which they are considered trained. The Employer shall determine what constitutes "trained in."

#### B. Advanced Bidding:

1. An employee desiring to change job classifications, or from part-time to full-time employment, from full-time employment to part-time employment, or to change regular work shift, may give written notice thereof to the Employer on forms furnished by the Employer which shall specifically state the change desired. Advance bids shall be submitted to the designated person in Cedar Falls, Charles City and Mason City.

2. When a vacancy occurs, the Employer shall select the replacement for the vacancy from the employees having given written notice in this manner on the basis of qualifications, ability, physical fitness and skill to do the job. When these qualifications are relatively equal, the applicant having the greatest seniority shall fill the vacancy.

3. All advance bidding notifications shall automatically expire as of midnight on June 30<sup>th</sup> of each year. Thereafter, the employees must make new applications for such advance bidding.

C. Posting - In the event a job is not filled through advanced bidding process, the job shall be posted and there shall be two categories of eligibility.

1. First Eligibility: This posting is for employees who are past their probationary period and who have not successfully bid into a permanent position for six (6) months.

2. Second Eligibility: In the event an open position is not filled with the first eligibility posting, all employees who have passed their probationary period as a new employee, and were not eligible under the first eligibility requirements, shall be allowed to bid on the open position. Employees with first eligibility will not be allowed to bid on the second eligibility posting. The temporary filling of the vacancy and the time periods for posting are the same as listed in Section A above.

3. In the event the position remains open after posting, the Employer shall have the right to fill the position in whatever manner it chooses.

D. The Employer will fill permanent vacancies from persons bidding, irrespective of whether full-time or part-time, within each wage category, on the basis of specific requirements subject to section 4.2D, 1,2,3, & 4.2

E. The employer will make every reasonable effort possible to move employees, who have bid to a new position, to their new position within fourteen days of the position being awarded. It is recognized that in some instances the ability to fill the job that the employee is leaving has to be considered in whether or not the fourteen day rule is adhered to.

E. Employees shall not be allowed to bid into a temporary job if they are currently working in a temporary position.

F. Employees successfully bidding on a temporary job shall not be charged for a regular bid and shall be allowed to bid on a permanent position if one becomes open.

G. Employees who have successfully bid or bumped into a new position shall be on a probationary period of up to thirty (30) working days.

H. Employees bidding for any position must be willing to accept the position if offered; employees who are awarded a bid and turn it down without working the job will be denied the right to bid for six (6) months.

If, after successfully bidding on a permanent job and actually starting work on the job an employee voluntarily chooses to return to his/her job within three (3) days of starting the job that employee shall not lose his/her bid and the employee shall return to his/former job.

If, after successfully bidding on a permanent job and actually starting work on the job an employee voluntarily chooses to return to his/her job after three (3) days of starting the job that employee shall lose his/her bid for six (6) months from the date the employee started work on the new job, and the employee shall return to his/former job if they make the request within ten (10) calendar days of starting the new job.

I. In the event an employee's permanent job or classification is eliminated, the employee or employees involved may be allowed bumping privileges to the extent that same is not disruptive to the operations of the Employer as determined by same, unless such actions are arbitrary and capricious. Further, any employee who has his/her work week reduced by five (5) hours or more in any sixty (60) day period shall be allowed bumping privileges.

J. Employees may be allowed to bump into other jobs under the conditions already described (in H) and they may be allowed to bump into a job of equal or fewer hours using seniority, present ability to perform work, and qualifications etc., as a guide. Employees may not retract a bump. Hours originally bid on or current regularly scheduled hours, whichever is more, will be considered equal hours.

K. Employees bumping into a position shall not lose a bid.

L. Any employee who is promoted to a supervisory position or who is a supervisor, who is later allowed to go back to the bargaining unit will be allowed to use their bargaining unit seniority to bump a junior employee in the bargaining unit whose hours are equal to or fewer than their scheduled hours just prior to becoming a

supervisor. This option will be available for a period of three (3) years commencing at the time the employee becomes a supervisor. After said period such supervisor will be required to bid to an open position.

M. Employees may not bump into a job for which they have previously successfully bid into and later withdrawn after the three (3) day limitation, unless they have been laid off.

N. There shall be no "bumping" except as specified herein.

## **ARTICLE 5**

### **GRIEVANCE-ARBITRATION PROCEDURE**

5.1 The parties recognize that the prompt and expeditious handling and disposition of grievances is most desirable, and both parties agree to devote their best efforts to the expeditious handling and settlement of any grievance that may arise, in accordance with the following provisions:

5.2 Defined

A grievance is a dispute, claim or complaint arising under and during the term of this Agreement, and shall consist only of grievances about the interpretation or application of particular sections of this Agreement and about alleged violations of the Agreement arising out of and during the express term of this Agreement.

5.3 Procedure

STEP 1 - The employee and/or steward shall discuss the grievance with the supervisor involved within four (4) calendar days of the events giving rise to the grievance.

STEP 2 - Any grievance not resolved by Step 1 can be processed further by reducing said grievance to writing and presenting same to Management within seven (7) calendar days after the events giving rise to the grievance. The grievance shall specify the date of the events giving rise to the grievance, the specific contract Article(s)/Subsection(s) allegedly violated, and the specific and exact remedy claimed. The parties shall promptly meet and otherwise make themselves available for same no later than ten (10) calendar days after the written grievance is presented to management. The Employer will provide to the Union a written response to the grievance no later than ten (10) calendar days after the Step 2 meeting.

STEP 3 - If any grievance is not resolved in Step 2, a conference will be held between the Employer's designated representative, the Grievant, and the Union Business Representative, at which the parties will endeavor to settle the grievance. The conference will take place within 14 calendar days of the Step 2 answer, unless an extension of such time limits is mutually agreed upon in writing. The Employer's designated representative will submit to the Union office, answer in writing to the grievance within 10 calendar days after the conference.

STEP 4 - In the event a grievance is not resolved by steps 2 or 3, it may be submitted to arbitration by either party, provided that the moving party files for arbitration within and not later than forty (40) calendar days after the Step 3 written response to the grievance. Proper filing is specifically defined as the

moving party making proper written request for an appropriate list of names of arbitrators of the Federal Mediation and Conciliation Service and having proof thereof.

#### 5.4 Arbitration

- A. Upon receipt of a list of Arbitrators, the parties involved shall reduce the names on such list by the commonly accepted procedure of "alternate striking of the names".
- B. The Arbitrator shall have no right to require any party or employee to perform acts not required by this contract or otherwise by law, and such Arbitrator shall not have the power to add or to delete from the substantial terms of this labor Agreement.
- C. The Arbitrators decision shall be final and binding on the Union, its members, the employee(s), and the Employer; it being understood that the Union or the Employer may exercise any legal rights each may have with respect to court review, e.g. arbitrator exceeded his/her authority.
- D. In the absence of a written agreement to extend time limits stated herein, the failure to follow the time limits of the grievance procedure shall render a grievance untimely, which grievance shall be forfeited and not subject to arbitration, unless such time requirements are specifically extended by written agreement. Time limits shall run from the date of occurrence of events giving rise to the grievance.
- E. The fees and expenses of the Arbitrator as well as the expenses incurred, if any, relative to a meeting place for the arbitration hearing shall be shared equally by the parties. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
- F. Because of the primary jurisdiction of State and Federal agencies regarding claims of unlawful discrimination, the grievance procedure up to, but not including, arbitration may be applied to matters involving primarily issues of age, sex, race, religions or Union discrimination.
- G. Any claims for back pay may be decided by the Arbitrator as may be appropriate, except that such monetary awards shall not be punitive and shall not include interim earnings from any new source or unemployment compensation.
- H. Issues regarding an individual's term of coverage and claims for insurance shall not be subject to the procedures of this Article.

### **ARTICLE 6**

#### **VACATIONS**

Vacations are for the mutual benefit of the employees and the Employer. They are an economic attraction in one sense, but are primarily an investment by the Employer in promoting a more productive work force. Consistent with this, employees are expected to take and otherwise use vacation time at appropriate and scheduled times. The vacation system and its benefits are based on and is for the term of this Agreement.

#### 6.1 General

A. Vacations will be based and computed on a calendar year system as of each December 31st for the preceding 12 months.

B. Vacation time shall not be allowed to accumulate from year to year and such unused time shall be forfeited. It must be used within one (1) calendar year of the date it is earned.

6.2 Employees must take earned vacation time on a weekly basis only except that in any one year, when an employee has more than five days of earned vacation time available, such employee may use up to five days of such time in single day units, subject to Subsection 6.3 herein. Employees on vacation will not be eligible to be called for replacement hours until the employee returns to work after the vacation.

6.3 Employees may request vacation times throughout the year. Vacation times made available will reflect consideration for respective requesting employees relative seniority, and must be consistent with the staffing needs of the Employer, and otherwise consistent with 6.4, E., herein.

#### 6.4 Rate and Pay Schedule

A. All regular employees shall earn vacations as listed below, in computing vacations at the end of each year, the total hours worked for the past year shall be divided by fifty (50) and then multiplied by the applicable factor based on total hours accumulated with the company:

Hours of Employment Hours of vacation pay per each 50 hours of paid work time

After 250 hours of regular employment - 1 hour straight time pay

After 2500 hours of regular employment - 2 hours straight time pay

After 9000 hours of regular employment - 3 hours straight time pay

After 30000 hours of regular employment - 4 hours straight time pay

B. The vacation pay rate shall be the hourly rate of pay in effect at the time the vacation is taken, with "premiums" reflected therein.

C. Effect of Leaves of Absences: Medical leaves/involuntary leaves will not be counted as time worked for vacation purposes.

D. If a holiday for which an employee would otherwise be entitled to receive holiday pay falls during the vacation of an employee, the employee shall also receive holiday pay for that day in addition to vacation pay.

E. After first giving primary consideration of staffing needs due consideration shall be given the scheduling of vacations on a seniority basis and once an employee's vacation date has been approved, it may not be changed without the consent of the employee involved, provided the request is made and approved more than thirty (30) days in advance of the first (1st) day of the vacation time to be taken, but less than sixty (60) days in advance of same.

F. Part-time employees shall be allowed to take vacation days earned either on days normally scheduled or combine accrued vacation days into one (1) five (5) day week.

G. The language herein shall be controlling and anything less than a well defined and clear cut practice with respect to vacations heretofore arguably in existence shall be and hereby are deemed null and void and otherwise nonexistent.

H. An employee who resigns their employment and who gives a written two (2) week notice of same to the Employer, will be entitled to receive accrued vacation pay, if any.

## **ARTICLE 7** **HOLIDAYS**

### 7.1

#### A. Basic Holidays

New Year's Day  
Good Friday  
Labor Day  
Memorial Day  
Thanksgiving Day  
July Fourth  
Christmas Eve Day  
Christmas Day

### 7.2 Holiday Pay - Basic Holidays

A. Holiday pay is for regularly scheduled employees and shall be paid per the following schedule, using average hours for a twelve (12) week period prior to each respective holiday:

Up to 15 hours	= 3 hours pay
Over 15 to 21 hours	= 4 hours pay
Over 21 to 26 hours	= 5 hours pay
Over 26 to 31 hours	= 6 hours pay
Over 31 to 36 hours	= 7 hours pay
Over 36 hours	= 8 hours pay

B. Holiday work shall be compensated at one and one-half (1 ½) the regular rate of pay in addition to regular holiday pay. Holiday work shall be exclusive and forty (40) hours shall constitute the work week during the

holiday week. Holiday work may be required when there is an insufficient number of volunteers and then inverse seniority consistent with staffing needs will be used to fill the holiday schedule.

C. Holiday pay shall be paid for the entire shift when the greater portion of the shift falls on the actual holiday.

D. If an employee is regularly scheduled to work Monday through Friday, the holiday will be on Friday for Saturday calendar holidays and Monday for Sunday calendar holiday. If an employee works other than a regular Monday through Friday schedule, the holiday will occur on the day of the calendar holiday.

E. An employee who is working during his/her probation period shall not be eligible for holiday/benefits, but such employee (s) that work (s) on a holiday shall receive time and one-half.

F. An employee who works on a Holiday will receive an additional \$1.00 per hour for all hours worked in addition to the above.

## **ARTICLE 8**

### **LEAVES OF ABSENCE**

Leaves of absence may be allowed and approved as specified herein and otherwise as may be determined appropriate exclusively by Management. Requests for LOA require prior approval and must be in writing. Except as may be specified elsewhere herein return from any type of LOA is subject to position availability as Management has the right to meet staffing needs in any manner including the use of permanent replacements and failure to return from a LOA to available work shall be grounds for termination. An employee returning to work after taking a leave of absence for personal health reasons, must, at his/her expense, provide a statement from his/her physician indicating that he/she is free from infection and physically able to perform his/her regularly assigned duties.

#### **8.1 Military LOA**

A. The Employer and the Union agree to abide by the provisions of the Selective Service Act and the Veteran's Reemployment Act insofar as their provisions apply to the rights of employees and the obligations of employers in connection with military leaves of absence and related issues.

B. Employees who are members of any branch of the United States Armed Forces, including the National Guard and military reserve units, shall be granted necessary time off without pay in order that they may fulfill their military obligations.

C. Employees must notify Management immediately upon receiving notification of military training requirements or other obligations requiring a military leave of absence.

#### **8.2 Illness, Injury, Pregnancy LOA**

A. Employer agrees to provide maternity leave privileges and benefits as may be required by State and Federal Laws.

B. **Illness, Injury, or Maternity Leave:** A leave of absence of up to twelve months may be granted to employees unable to work because of injury, illness, or maternity. Such requesting employee will be required to furnish a medical Doctor's report certifying that they are incapable of working and specifying the date upon which they can reasonably be expected to return to work to be considered for such leave. If such leave is granted, seniority will accumulate for up to six (6) months.

C. **Pre-Natal and Post-Natal Leave:** A leave of absence shall be granted for pre-natal and post-natal care on a mutually agreeable basis between the Employer and the employee and the employee's physician. If medical complications requiring additional time off occur, the above section on illness, injury, or maternity leave would apply. The employees seniority shall accumulate up to six (6) months during such leave.

### 8.3 General Leave and Educational LOA

A. An employee may be granted a leave of absence not to exceed twelve (12) months upon written consent from the Employer. During such leave, seniority shall not accumulate, however, if an employee is on a general leave of sixty (60) days or less, seniority will accumulate.

B. In accordance with 8.3A and the general policy on leave of absences, an employee may be granted a leave for purposes of pursuing further educational development. However, there will not be a reimbursement for tuition, etc.

### 8.4 Jury Duty LOA

An employee with more than one (1) year of service who is called upon to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay together with the jury duty pay does not equal the employee's regular weekly pay, the Employer will make up the difference for a maximum period of eight (8) weeks. Employees serving on jury duty shall not be required to put in more than eight (8) hours per day of combined jury duty and work if the employee has been released by the court during normal working hours. An employee receiving full-time pay from the Employer while serving on a jury will be required to turn in to the Employer the jury duty pay for the period the employee served on the jury, not to exceed eight (8) weeks.

### 8.5 Funeral LOA

A. Employees shall be allowed paid time off at regular straight time rate up to, but not to exceed:

1. Three (3) work days normally scheduled for the employee in the case of death of the employee's parents, step-parents, child, step-child, spouse, brother, sister, legally adopted children, or stepbrother/sister.
2. One (1) work day normally scheduled for the employee in the case of death of the employee's mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, Aunt, Uncle, Niece, and Nephew.

If the employee is notified of such death while at work, the employee shall be excused from further work on that day without loss of pay and the time off provided for above shall begin with the following day.

### 8.6 Leaves of Absence Shall be Classified as Voluntary and Involuntary

Examples of Voluntary Leaves are: General Leaves and Educational Leaves. Examples of Involuntary Leaves are: Illness, Injury, or Maternity, Pre-Natal and Post-Natal, Family Illness, Death in Family and Jury Duty.

- A. The position of an employee on an involuntary leave shall be held open for that employee for a period of time not to exceed six (6) months. After six (6) months, the position will be posted as an open position for bid. If the leave is extended for a period of time in excess of six (6) months, upon return to work, the employee involved shall be allowed to fill the first available position using seniority by bidding (first posting) and shall be considered ahead of on-call employees.
- B. The position of an employee on voluntary leave shall be held open for that employee for a period of time not to exceed three (3) months. After three (3) months, the position will be posted as an open position for bid. If the leave is extended for a period of time in excess of three (3) months, upon return to work, the employee involved shall be allowed to fill the first available position using seniority by bidding (second posting) and shall be considered ahead of on-call employees.
- C. An employee on/or returning from medical leave of absence shall only be allowed to bid when he/she will be available on the date the posting comes down.

#### 8.7 LOA - Miscellaneous

- A. Earned vacation must be taken prior to the date a voluntary leave of absence begins.
- B. An employee requesting a leave of absence of shall be notified within seven (7) days, after the written request was made, of the approval or denial of such leave.
- C. Employee's requests for voluntary leaves shall be made not more than four (4) weeks prior to the requested day of such leave.
- D. Benefit Accrual: Any leave of absence, shall not be computed as working time for the purpose of this agreement, e.g. seniority will not accumulate.

#### Sick Time

1. All employees who are regularly scheduled, will earn "sick time", for the exclusive use as personal sick leave time, at the rate of 1/4th day per each 173 hours paid.
2. The determination of the amount of pay for employees using their sick time will be pro rata based on a 173 hour month.
3. Sick time may be accumulated up to a maximum of 120 hours, the excess of which shall be forfeited.
4. Sick time hours earned and accumulated but unused when an employee quits or is discharged, shall not be paid off.

5. The use of "sick time" requires that:

- a. It be for the personal illness of the employee or to care for a sick spouse or child/children.
- b. Two (2) hours or more notice be given to the Employer.
- c. Where a reasonable basis exists the employer will require an employee to provide a Doctor's excuse at their own expense.

## **ARTICLE 9**

### **MISCELLANEOUS PROVISIONS**

#### 9.1 Cooperation

The Union agrees to cooperate to minimize absenteeism and lateness, and to otherwise enforce the terms of this Agreement. The Union further agrees to assist the Employer in enforcing reasonable rules and regulations governing the conduct of employees. The Union and the Employer agree that any infraction of an Employer's rules may constitute just cause for discharge, subject to the provisions of the grievance machinery contained herein. The Union further agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the establishment, and in caring for the clients/residents/patients appropriately; and the Union shall cooperate in correct inefficiencies of members.

#### 9.2 Visitation

Outside non-employee representatives of the Union may make reasonable, periodic visits to the Employer's 1700 Clark Street Offices for the purpose of official, general Union business; e.g., grievance settlement; provided such visitations are at times mutually agreeable to the parties. The parties shall cooperate in arranging for visitation, at least to the extent of insuring that there is no disturbance or disruption of operations or to care of residents. The Union Representative(s) shall enter and leave the premises by the "front door" and otherwise first make their presence immediately known to the Personnel Director or to the designated person in charge of the facility.

#### 9.3 Union Business

A. The Employer agrees to grant necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business so long as it does not interfere with the Employer's business and provided that written notice of the same is given to the Employer by such employee at least seventy-two (72) hours prior to the start of the affected shift.

B. When an employee acting in an official union capacity or otherwise engages in official union business (grievances, etc.) during their scheduled hours, he/she must clock out and have his/her time card documented by a management representative, unless management has specifically requested that they engage in such

activity or if the steward gets the approval of his/her immediate supervisor to leave his/her assigned work area in order to conduct union business with administration.

C. When an employee is properly elected or appointed to a paid position/office in the Union, such employee may, in appropriate circumstances, be granted time off without pay for a period of up to six (6) months. Upon expiration of such position/office, such employee shall be eligible for the first available job opening for which he/she is qualified.

#### 9.4 Bulletin Board

The Employer will provide sufficient space on a bulletin board in each building for the posting of approved and proper official Union notices.

#### 9.5 Staff Development and Travel

A. It shall be an employee's responsibility to meet Department of Health and Department of Human Services licensing and/or accreditation requirements, and other requirements of CSI's determination, e.g., CMA, MMA, FA, CPR, PIA.

1. Employees affected are responsible for and must pay the costs of the above. However, the employer will cover such costs if an employee successfully completes same.
2. For convenience, the Employer may, at times arrange for instruction involving the above on its premises. In any case, the Employer will not pay for time spent or travel involving the above (1), unless and except it is for time actually lost during an employee's regularly scheduled hours.
3. On a straight time hourly basis, the employer will pay for time spent in classes required by the employer if taken at locations approved by the employer.

B. With respect to monthly staff meetings or "inservices", the Employer will pay a minimum of one hour of straight time pay when attendance at same is required outside of an employee's regular work schedule. On dates of such required meetings, employees will NOT be required to work more than a total of twelve (12) hours inclusive of time spent in such meetings.

C. Regarding travel with clients, the employee selected shall be on the basis of who is the most senior, qualified, regularly scheduled employee (who volunteers) in the unit of the client involved. In the absence of a qualified volunteer, the Employer will select the employee for travel.

D. When the Employer directs, employees going out-of-town to meetings or on resident's activities, shall be reimbursed for the use of their automobile at forty four cents (44) per mile (not to include CEU classes, college credit attendance, or other personal advancement/licensing pursuits, etc.).

1. Four dollars (\$4.00) shall be paid for breakfast, five dollars (\$5.00) for lunch, and eight dollars (\$8.00) for dinner.
2. Lodging shall be reimbursed for a reasonable and proper amount not to exceed forty dollars (\$40.00) per night.

## 9.6 Physical Exams

In the case of required new employee, 3 year, or bus license physical exams, the Employer will pay for the cost of same provided the exam is performed by the Company designated doctor.

An employee may elect to be examined by a Doctor of their own selection and in such cases the Employer will reimburse the employee for the cost of the exam up to a maximum of \$50.00.

Probationary employees who do not successfully complete the probationary period will have deducted from their last paycheck an amount equal to any payments the Company has made on their behalf for such physical exam.

## 9.7 Uniform

Any uniform or safety equipment specifically required of employees by the Employer, shall be furnished by the Employer, including reasonable laundry or cleaning costs.

## 9.8 Lounge/Restrooms

Subject to a test of reasonableness, budgetary considerations and physical layout of buildings, the Employer shall provide suitable lounge and restroom space/areas for the proper use by employees during the course of their regular daily work period. Supervisors and employees will agree to designated break areas where there isn't separate room for one. Smoking shall only be on break time and only in areas designated as "smoking permitted". All buildings are non-smoking unless designated areas as "smoking permitted".

## 9.9 Credit Union

Upon receipt of proper, written authorization from an employee, the Employer will deduct and forward monies for such employee(s) to the Family Community Credit Union of Charles City, Iowa.

## 9.10 Residents Gifts or Damages re: Employees

A. Employees may accept any tips, donations, or gifts that any resident or family voluntarily wishes to bestow on them, providing the gift is made in the presence of the employee's immediate supervisor and is otherwise made and received in good faith.

B. In the event that an employee suffers damage to his/her glasses or watch as a direct result of the actions of any person considered a client or resident of the Employer, the Employer will repair or replace the broken or damaged eye glasses or watch if it determines repair is not appropriate.

## 9.11 Summer Program

In any year in which a summer program is in effect, the Employer will provide information and details thereof to employees and the Union by May 20th, if possible and otherwise appropriate.

## 9.12 Prior Experience

Employer will not hire employees at a rate above the starting wage schedule unless the employee being hired has qualifications, prior experience and/or education to justify same. It is understood that in no instance will an employee be hired at a rate above the five year mark.

#### 9.13 Legal Proceedings - Pay

When participating in the interest of the Employer, an employee will be paid for authorized time spent on legal matters of the Employer. Any hours involved hereby shall not be considered work time except when it occurs on the employee's scheduled work day.

#### 9.14 Copies to Union

The Employer will give to the Union, copies of any substantial change in employee rules and job descriptions.

#### 9.15 Job Injury - Pay

Employees must complete CSI incident report for any injuries incurred on the job. Said injury must be reported to a designated representative in the Employer's business office within 24 hours of any injury or during the normal daytime business hours of the next regular operating day of the business office, whichever is sooner.

#### 9.16 Damage to Equipment

Employees shall not be responsible for clearly accidental damage to or repairs for equipment used in the course of employment.

#### 9.17 Labor-Management Conferences

Labor-Management conferences may be scheduled from time to time as may be appropriate and of interest to the parties of this Agreement. Such conferences will be held at least bi-monthly.

#### 9.18 Bus/Chauffeur's License

The Employer will reimburse employees the cost to obtain a chauffeur's or bus license when and where such is specifically required by management. Where a physical examination is involved and required, the Employer will contribute per the terms specified in Article 9.6.

#### 9.19 Shutdown

In the event of a shutdown period, employees may use and apply earned vacation time and earned time, if any.

#### 9.20 Union Activities

While employees are free to exercise their right to engage in certain and proper Union activities (grievance processing, negotiations, etc.) the Employer is under no obligation to pay employees for same.

## 9.21 Government Work Programs

A. The Employer may hire as employees persons eligible for participation in a government work program. When newly created positions are involved, such employees may be utilized to the best interests of the Employer's business as it may determine at its sole discretion. The number of such employees will not exceed 10 percent of the total bargaining unit. The seniority date for work program employees retained after completion of a program, if any, will be the first date worked after completing the program.

## 9.22 Attendance Bonus

An attendance bonus of \$50 will be paid for perfect attendance during each 3 month period of employment.

9.23 Each year, each employee who has 10 or more years of seniority as of their anniversary date, will receive a recognition award of \$100.00 in the month of their anniversary.

9.24 The Employer and Union recognize and agree to abide by the provisions of the Family and Medical Leave Act.

9.25 The Union will select and appoint a bargaining unit employee to the safety committee. This employee has to be approved by the employer, which approval will not be arbitrarily withheld. Other bargaining unit employees may express their concerns and interests through such selected person.

9.26 The employer will hand out a piece of union literature to new employees during orientation.

## **ARTICLE 10**

### **TERMINATION/DISCHARGE/WARNINGS**

A. The Employer herein will not discharge or discipline employees without just cause and will warn an employee in writing at least once of any offense or series of offenses which, if continued or repeated, will be considered cause for discharge. Copies of written warnings will be provided to the Union.

B. Notwithstanding the provisions of Section 10 A of this Article as pertains to written warnings, no pre-discharge warning should be expected if the cause for discharge is, e.g., but not limited to the following: dishonesty, in any form; physical or verbal violence or abuse directed toward any other person; insubordination, sleeping on the clock, theft, or willful destruction of the Employer's property or other property located on the Employer's premises; or use of, possession of, or being under the influence of controlled substances illegally and/or alcohol while on work time. Such offenses shall be considered cause for immediate discharge.

C. It will be the responsibility of the employee to notify the employer within five days of founded charges of child or dependent adult abuse. The employee will also inform the employer of any criminal convictions that they are found guilty of, that could have an adverse impact on their ability to perform their job duties.

D. In accordance with Comprehensive Systems policy, supervisory/managerial employees shall not regularly supervise close relatives i.e. parents, step-parents, children, step-children, grandchildren, spouse, brothers, sisters, legally adopted children, step-brothers, step-sisters, mother-in-law, father-in-law, brother-in-law, sisters-in-law, grandparents, aunts, uncles, nieces, nephews, spouse's grandparents or grandchildren. Exceptions can be made with approval by the Board of Directors. As such the employer will not assign a

supervisor to an area that would create such a situation, nor shall an employee be considered qualified for the purpose of bidding if such bid would create such a situation.

## **ARTICLE 11**

### **MANAGEMENT RIGHTS**

The Employer shall retain all managerial authority and prerogatives except as is specifically limited by the express terms of this Agreement or as otherwise may be later agreed to in writing. More specifically and for example only, management rights include inter alia, the control and regulation of facilities, the work to be assigned, the work to be contracted out, the methods, processes and means of serving customers and the determination and establishment of any new or improved methods and processes; are rights vested solely and exclusively with the Employer herein. Furthermore, the direction of the working forces, including the planning, direction and control of work the scheduling of and the assigning of employees to such work, the number of employees, the determination of ability, the setting of standards and the employment and use of supervision, and the quality and quantity of work to be produced are all the sole and exclusive prerogatives of the Employer herein. Further, the Employer retains the right to: suspend, discharge and discipline for just cause; hire; relieve employees from duty because of lack of work or other legitimate reasons; establish and enforce reasonable rules of conduct. These examples and others of rights and prerogatives of management as set forth above are all vested solely and exclusively in the respective Employer herein, except as they may be expressly abridged or modified by other terms of this Agreement.

## ARTICLE 12

### WAGE RATES

#### 12.1 Wage Increases

Lump Sum Payments in 2008 & 2009, Wage increases in 2010, 2011, 2012 & 2013.

Aug 2008	Nov 2008	Nov 2009	Nov 2010	July 2011	July 2012	Jan 2013
\$300.00	\$300.00	\$300.00	20¢	20¢	10¢	15¢

To qualify for the lump sum payments you must be employed as of the date of payment. Lump sum payments will be pro-rated, based on the number of hours you work. Not paid to On-Call or Probationary Employees. The formula is:

Aug 2008 # of hrs 1/1/08 to 6/30/08	Nov 2008 & 2009 # of hrs Beginning of year to Sept 30
700 hrs - \$300.00	1100 hrs – \$400.00    \$300.00
600 hrs - \$225.00	900 hrs – \$300.00    \$225.00
400 hrs - \$150.00	600 hrs – \$200.00    \$150.00
200 hrs - \$75.00	300 hrs – \$100.00    \$75.00

	July 1, 2008	Nov 1, 2010	July 1, 2011	July 1, 2012	Jan 1, 2013
Start	9.35	9.55	9.75	9.85	10.00
2 Years	9.50	9.70	9.90	10.00	10.15
5 Years	9.60	9.80	10.00	10.10	10.25
10 Years	9.65	9.85	10.05	10.15	10.30
15 Years	9.95	10.15	10.35	10.45	10.60
20 Years	10.10	10.30	10.50	10.60	10.75
25 Years	10.35	10.55	10.75	10.85	11.00
30 Years	10.45	10.65	10.85	10.95	11.10

Med-Aides, MMAs, and Lead Workers receive an additional 25 cents per hour.

Pay raises will be implemented on the 1<sup>st</sup> of the month. Employees will receive step increases on their anniversary date.

12.2 The wage increases in the years of this Agreement are dependent upon there being no cut or freeze in the per diem reimbursement by the State of Iowa funding agencies. If the foregoing event occurs the wage rates shall, with notice by one party to the other, be subject to negotiation with each party having rights and privileges normally attendant to that of a contract termination situation/negotiations e.g. right to strike/implementation, etc. as may be provided or allowed by law.

## **ARTICLE 13**

### **PENSION**

The Employer shall contribute the sum of sixty seven (67) cents per hour for all straight-time hours paid (including Sundays, holidays, vacations, "earned time", etc.) up to eighty (80) hours per two weeks, excluding O.T. hours per each bargaining unit employee, employed prior to July 1, 2008, upon completion of one year of service, to a fund known as the United Food and Commercial Workers Unions and Employers Midwest Pension Fund in accordance with the participation agreement. For all employees hired after June 30, 2008 pension contributions shall be as follows:

First 12 months of service - No contribution

13<sup>th</sup> – 36<sup>th</sup> month of service - \$.32 per hour

37<sup>th</sup> – 60<sup>th</sup> month of service - \$.47 per hour

After 60 months of service - \$.57 per hour

## **ARTICLE 14**

### **SEVERABILITY AND SAVINGS**

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remaining provisions shall be given full force and effect as completely as if the part held invalid had not been included therein. In such event, the parties agree to bargain in good faith on such Article or Section as may be appropriate or otherwise required under the NLRA, as amended.

## **ARTICLE 15**

### **SUCCESSORSHIP**

The Employer agrees to notify the Union in advance of closing or any sale of the business, and further, the Employer will show this agreement to any such purchaser prior to closing. As may be required by Federal Labor Law, the purchaser may be obligated to either recognize the Union and where required may be obligated to follow the terms of this agreement.

**ARTICLE 16**

**COLLECTIVE BARGAINING  
AND DURATION**

A. This Agreement constitutes the sole and entire agreement of the parties. However, the Employer will not change past practice in an arbitrary or capricious manner.

B. Except as is specifically otherwise provided herein, this Agreement shall become effective July 1, 2008 and shall remain in effect until and including June 30, 2013. It shall remain in effect from year to year thereafter unless either party gives written notice to other party of termination (and request to negotiate a new Agreement) or a desire to modify the Agreement, not less than ninety (90) days prior to July 1, 2013 or the expiration of any such subsequent yearly period.

COMPREHENSIVE SYSTEMS, INC.

DISTRICT LOCAL 431, UNITED  
FOOD AND COMMERCIAL  
WORKERS, AFL-CIO

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

**APPENDIX A**

**INSURANCE**

The Employer will provide an IRS-Section 125 cafeteria--flexible spending account for eligible employees.

## “Class C”

It is understood that the label “Class C” shall hereafter refer to consumer employees and not include sales clerk and craft type personnel.

### Letter of Understanding Retail Sales Clerk & Craft Type Personnel

This Letter of Understanding is entered into by and between Comprehensive Systems, Inc. (the “Company”) and United Food and Commercial Workers Local 431 (the “Union”).

Whereas, the Company has retail stores with employees; and

Whereas, the Company has agreed to recognize the Union as the collective bargaining representative of those employees; and

Whereas, the parties mutually desire the creation of an atmosphere unbridled by restrictive contract language reflective in the parties’ current collective bargaining agreement;

Now, therefore, the parties have reached the following agreements and understandings concerning those bargaining unit members working in the retail stores.

#### Article 1 Recognition

As Per Contract

#### Article 2 No Strike/No Lockout

As Per contract

#### Article 3 Hours

It is recognized that the Employer, has sole discretion as to what jobs/which hours of work or amount of hours are made available to employees, including decisions as to the content, quality, etc., of such work. Such decisions may be grieved on the basis of being arbitrary and capricious. In filling work schedules relevant considerations shall include qualifications, relative ability, seniority, interests of respective employees, availability and Employer's operating needs. There shall be no guarantee as to the amount of hours of work available to any employee. A full-time employee is one who happens to be regularly scheduled to work 40 hours per week.

#### Article 4 Seniority

##### 4.1 Probationary Period

New employees shall be on a probationary trial period for the first four (4) months and may be discharged during the probationary period by the Employer without the necessity for establishing just cause or

other reason. When the Employer determines it appropriate it may extend the trial period for an additional month.

#### 4.2 Seniority System

A. Seniority shall be defined as the length of most recent continuous service with the Employer; i.e., the first date of most recent employment.

B. All seniority will be lost if an employee:

1. Quits or is discharged or otherwise terminated.
2. Fails to return to work after a layoff within forty-eight (48) hours after being notified to report to work.
3. Is laid off for any reason for twelve (12) consecutive months or does not regularly work, for any reason, for twelve (12) consecutive months.
4. Fails to report to work at beginning of shift after two (2) or more days of continuous absence.
5. Fails to return to work in accordance with the terms of a leave of absence.
6. Accepts additional and/or other employment with another employer while on L.O.A.

C. Seniority rights shall apply to regularly scheduled full-time and regularly scheduled part-time employees. It shall not be applied to employees during the probationary period or to casual, temporary, on-call type employees.

D. In the event an employee's permanent job or classification is eliminated, the employee or employees involved may be allowed bumping privileges to the extent that same is not disruptive to the operations of the Employer as determined by same.

E. Employees may be allowed to bump into other jobs under the conditions already described (in D) and they may be allowed to bump into a job of equal or fewer hours using seniority, present ability to perform work, and qualifications etc., as a guide. Employees may not retract a bump.

#### Article 5 Grievance - Arbitration Procedure

As Per Contract

#### Article 6 Vacations

As Per Contract

#### Article 7 Holidays

As Per Contract, except, not including 7.2~F

#### Article 8 Leaves of Absence

Leaves of absence may be allowed and approved as specified herein and otherwise as may be determined appropriate exclusively by Management. Requests for L.O.A. require prior approval and must be in writing. Except as may be specified elsewhere herein return from any type of L.O.A. is subject to position availability as Management has the right to meet staffing needs in any manner including the use of permanent replacements and failure to return from a L.O.A. to available work shall be grounds for termination. An employee returning to work after taking a leave of absence for personal health reasons, must, at his/her expense, provide a statement

from his/her physician indicating that he/she is free from infection and physically able to perform his/her regularly assigned duties.

### Sick Time

As Per Contract

## Article 9 Miscellaneous Provisions

### 9.1 Cooperation

The Union agrees to cooperate to minimize absenteeism and lateness, and to otherwise enforce the terms of this Agreement. The Union further agrees to assist the Employer in enforcing reasonable rules and regulations governing the conduct of employees. The Union and the Employer agree that any infraction of an Employer's rules may constitute just cause for discharge, subject to the provisions of the grievance machinery contained herein. The Union further agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the establishment, and in caring for the clients/residents/patients appropriately; and the Union shall cooperate in correct inefficiencies of members.

### 9.2 Visitation

Outside non-employee representatives of the Union may make reasonable, periodic visits to the Employer's 1700 Clark Street Offices for the purpose of official, general Union business; e.g., grievance settlement; provided such visitations are at times mutually agreeable to the parties. The parties shall cooperate in arranging for visitation, at least to the extent of insuring that there is no disturbance or disruption of operations or to care of residents. The Union Representative(s) shall enter and leave the premises by the "front door" and otherwise first make their presence immediately known to the Personnel Director or to the designated person in charge of the facility.

### 9.3 Union Business

A. The Employer agrees to grant necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business so long as it does not interfere with the Employer's business and provided that written notice of the same is given to the Employer by such employee at least seventy-two (72) hours prior to the start of the affected shift.

B. When an employee acting in an official union capacity or otherwise engages in official union business (grievances, etc.) during their scheduled hours, he/she must clock out and have his/her time card documented by a management representative, unless management has specifically requested that they engage in such activity.

C. When an employee is properly elected or appointed to a paid position/office in the Union, such employee may, in appropriate circumstances, be granted time off without pay for a period of up to six (6) months. Upon expiration of such position/office, such employee shall be eligible for the first available job opening for which he/she is qualified.

### 9.4 Bulletin Board

The Employer will provide sufficient space on a bulletin board in each building for the posting of approved and proper official Union notices.

## Article 10 Termination-Discharge-Warnings

As Per Contract

Article 11 Management Rights

As Per Contract

Article 12 Wage Rates

\$7.25 to \$10.00 per hour, depending on skill and ability, as determined by management.

Article 13 Pension

As Per Contract

Article 14 Severability And Savings

As Per Contract

Article 15 Successorship

As Per Contract

Article 16 Collective Bargaining And Duration

As Per Contract

COMPREHENSIVE SYSTEMS, INC.

UFCW DISTRICT LOCAL 431

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