

AGREEMENT

BETWEEN

THE DAVENPORT LUTHERAN HOME

AND

UNITED FOOD & COMMERCIAL WORKERS  
DISTRICT LOCAL UNION NO. 431

EFFECTIVE DATES:

DECEMBER 1, 2006

THROUGH

DECEMBER 1, 2010

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## **AGREEMENT**

### **PREAMBLE**

**THIS AGREEMENT** is by and between **THE DAVENPORT LUTHERAN HOME**, hereinafter referred to as the Home, and **THE UNITED FOOD AND COMMERCIAL WORKERS**, District Local 431, hereinafter referred to as the Union.

### **WITNESSETH:**

The Home and the Union do hereby agree to the following Articles and Sections and future addenda as may be mutually agreed upon during the term of this Agreement.

### **PURPOSE OF AGREEMENT**

Section 1. It is the intent and purpose of the Home and the Union in entering into this Agreement to set forth their mutual covenant on rates of pay, hourly wages, hours of work, and other conditions of employment to be observed by and between the parties and all employees covered hereunder.

Section 2. Both parties, and each of them, recognize that they have a mutual interest in promoting peaceful and orderly cooperation with each other to permit the safe, economical and uninterrupted operation of the Home, and further,

Section 3. Both parties, and each of them, wish to provide a uniform procedure for the prompt, orderly, and equitable adjustment of grievances arising during the period of this Agreement, and further,

Section 4. Both parties, and each of them, agree that they have mutual, yet separate and individual responsibilities in achieving the highest level of employee performance to safeguard the well-being, comfort, and mental and physical health of the residents of the Home, all consistent with reasonable safety, good health and working conditions for employees covered under this Agreement.

**ARTICLE I**  
**RECOGNITION OF THE UNION AND THE BARGAINING UNIT**

Section 5. The Home recognizes the Union as the collective bargaining representative of the employees in the units stipulated and covered in the National Labor Relations Board's case number 38-RC-1426, including all full-time and regular part-time nurse's aides, home care aides, rehab aides, bed- makers (environmental aides), bath aides, laundry employees, kitchen employees, activity department employees, and housekeeping employees employed by the Home at its location in Davenport, Iowa; but excluding all registered nurses, licensed practical nurses, office clerical employees, maintenance employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

It is the intent of the Home that all available shifts (any shifts that have not been assigned) for the coming week will be posted on the time clock on Friday at 2:00 p.m. and remain posted until Thursday at 10:00 a.m. Persons interested in the posted shifts will be considered in the following order:

- a) persons in the collective bargaining unit eligible for straight time, according to seniority;
- b) persons in the collective bargaining unit eligible for time and one half, according to seniority; and
- c) persons outside the collective bargaining unit.

Shifts that become available after the weekly posting will be filled at the Home's discretion.

Section 6. The Home agrees to deal with the authorized representatives of the Union on matters pertaining to wages, hours of work and other conditions of employment covered by this Agreement.

Section 7. The person designated as the Union Business Agent for the Home may visit the Home on an informal basis during those hours that the Administrator is normally scheduled to work or at such other times as may be approved by the Administrator.

These visits shall be intended as “goodwill” tours through the Home and no formal Union business shall be conducted by the Business Agent during such visits. If the Business Agent wishes to discuss working conditions or other conditions covered by this Agreement, he shall make arrangements to discuss such items with the Administrator of the Home.

Except by permission of the Administrator, the areas of the Home to be visited are limited to the normal work areas of employees covered by this Agreement except that resident’s rooms may not be entered except by permission of the Administrator. Said visits shall be in accordance with normal rules governing visitors to the Home.

## **ARTICLE II**

### **RECOGNITION OF THE RIGHTS OF MANAGEMENT**

Section 8. The Union agrees to recognize the exclusive rights of the Home to regulate; set forth rules and regulations governing the operation of the Home; direct and oversee the work force of the Home; establish job descriptions and schedules of work; plan and control all operations connected with the Home; hire, discharge for just cause any and all employees; establish limits and standards of conduct including disciplinary actions deemed necessary by the Home; regulate the number of employees on the work force; introduce and implement new and improved methods of operating; providing, that such rights are in accordance with the terms and conditions set forth in this Agreement.

Section 9. The Union agrees to cooperate with the Home on all matters pertaining to improving, expanding and implementing the Home’s program of service, and shall assist in every way possible to promote the Home’s services and shall do everything within its power to provide a high degree of efficiency and skill in the workmanship of its members.

Section 10. The Union further agrees that it will not discriminate, coerce, or otherwise interfere with the peaceful pursuit of any member of the work force or others engaged in activities authorized by the Home.

Section 11. The Union agrees that there shall be no discussion between employees on matters pertaining to the Union during scheduled work times, except that stewards in their jurisdictional area may discuss grievances with employees after notifying the proper supervisor and providing there is no interference with the necessary work program of the Home.

Section 12. No provision of this Agreement shall be construed to mean that the Home, its management and supervisors cannot talk privately or collectively with employees of the Home. Both parties further agree to abide by all applicable provisions of the National Labor Relations Act regarding the Union's ability to talk to employees as well as discrimination against Union affiliation.

### **ARTICLE III NONDISCRIMINATION**

Section 13. Neither the Home nor the Union shall discriminate against any employee because of her race, age, creed, color, sex, national origin, religion, or disability of such employee.

Section 14. The use of the terms "She" and "Hers" herein shall mean and refer to both male and female employees.

### **ARTICLE IV NO STRIKE - NO LOCKOUT**

Section 15. During the period of this Agreement, there shall be no strike, sympathy strike, or work stoppage on the part of the Union employees or lockout on the part of the Home. Any employee either causing the strike or work stoppage or participating in the same may be subject to dismissal.

**ARTICLE V**  
**WORKING HOURS AND OVERTIME**

Section 16. The Home operates twenty-four (24) hours per day, seven (7) days per week. Employees are required to work weekends and on holidays when assigned to do so. The Home will distribute weekend time off and holiday time off within a classification as evenly as possible over a reasonable period of time and will endeavor to give each employee every other weekend off. The Home may also seek volunteers for weekend shifts, and award such hours irrespective of the seniority of such volunteers. The workweek commences on Saturday at the beginning of third (3<sup>rd</sup>) shift and shall end at the close of second (2<sup>nd</sup>) shift the following Saturday.

Employees who fail to report to work on a scheduled weekend will be required to make up the weekend missed on the next or subsequent weekend at the Home's convenience. The Home may adjust the employee's schedule as to avoid overtime liability for that pay period, notwithstanding any other provision in this Agreement to the contrary.

Section 17. The Home will have work schedules posted on or before every Friday before the end of the first shift for the workweek commencing the second following Sunday in order that all employees will be informed of their individual schedules. The posted schedules will not be changed without agreement of both the employee and the Home, subject, however, to the Home's right to schedule additional hours as needed.

Section 18. Overtime among employees in the same classification will be offered as equally as possible. In the event staffing levels fall to critical levels and all attempts have been exhausted to seek volunteers both on duty and off, an employee may be held over and required to work up to 4 hours of overtime. Overtime compensation in this situation will be at two times the normal hourly pay.

Section 19. One and one-half (1-1/2) an employee's regular hourly rate will be paid for all time worked in excess of (8) hours (in excess of twelve (12) hours for home care aides; as further defined in the parties' Letter of Understanding attached to this

Agreement) in any twenty-four (24) hour period commencing with the start of the employee's regular shift. One and one-half (1-1/2) an employee's regular hourly rate will be paid for all time worked in excess of forty (40) hours in any one (1) workweek, excluding from such computation all hours worked in excess of eight (8) hours in any twenty-four (24) hour period during that week as above computed, and also excluding the extra worked hour on third shift caused by the change from daylight savings to standard time. Except for the assisted living complex, which will have shifts of varying duration, the workweek shall constitute five (5) days of eight and one-half (8 1/2) hour shifts per day.

Section 20. Employees scheduled to work second shift will be paid a shift bonus of 25¢ per hour.

Employees scheduled to work third shift will be paid a shift bonus of 30¢ per hour. Second and third shift employees, and employees working a split shift, shall be paid the shift bonus where the majority of hours are worked continuously on that shift. Shift bonuses shall not be computed in figuring pay for any hours not actually worked. Home care aides shall not be eligible for shift bonuses. Employees will receive a one-half (1/2) hour unpaid lunch.

Section 21. All regular employees will be given an opportunity to work up to forty (40) hours in a workweek, when such work becomes available.

In the event of a temporary decrease in occupancy and/or the level of care required by residents, to the extent that there is insufficient work to require the normal staffing for a period up to fourteen (14) days, the Employer shall have the option to assign low census hours to employees. Low census hours shall be assigned pursuant to the following procedure: Employees shall first be asked to volunteer to take a low census day. If there are an insufficient number of volunteers to accomplish the necessary reduction, then employees shall be designated by the Employer to take low census hours off. Such assignments shall be made in the reverse order of seniority according to departments affected by low census. Assignments of low census hours shall be rotated among the staff in affected departments so that no employee in a department shall be required to take low census hours for two (2) consecutive shifts until all employees in a

department have taken low census hours. After all employees in a department have taken low census hours, then the rotation will begin again with the least senior employee.

Employees with ten (10) or more years' seniority shall not be required to accept low census hours. An employee who volunteers to take low census hours shall be regarded for the purpose of rotation to have been assigned those hours as low census hours. Nothing herein shall limit the number of low census hours an employee may accept as a volunteer. (Low census hours shall be without compensation.) After a period of fourteen (14) consecutive days of low census hours, if circumstances continue to require a reduction in staff, the Employer shall implement layoff procedures rather than continue the assignment of low census hours.

Section 22. The Home operates with three (3) shifts. The first shift work shall commence at 6:00 a.m. and shall end at 2:30 p.m. The second shift work shall commence at 2:00 p.m. and shall end at 10:30 p.m. The third shift work shall commence at 10:00 p.m. and shall end at 6:30 a.m. No provision of this Section shall be construed to mean that the Home cannot establish regular work shift starting and quitting times apart from those designated as regular shifts. The employees shall punch the computerized time clock no later than the commencement of each shift and shall not punch the computerized time clock before the end of the shift. Employees shall not enter the premises of the Home earlier than twenty (20) minutes before their scheduled starting time nor remain on the premises of the Home later than twenty (20) minutes after their scheduled quitting time except by permission of the Administrator or his/her designee. Unless specifically requested by a supervisor to work overtime and unless the employee has properly completed an overtime authorization slip, each employee shall only be paid for their assigned shift hours.

Section 23. The seniority of any employee shall not be used to establish (bumping) rights over another employee for the following purposes:

1. Transferring from one job classification to another job classification.
2. Transferring of work assignments.

A senior employee may bump the least senior employee for the following purposes:

1. Transferring or exchanging hours of work.
2. Transferring from one shift to another shift, providing this change does not seriously jeopardize the work schedule of the Home. The department head shall determine within a reasonable amount of time when the exchange between the senior and junior employee shall take effect. An employee's bumping privileges shall be limited to one occurrence every five (5) years during his or her term of employment with the Home.

Temporary or permanent transferring as outlined above will be permitted, regardless of seniority status, when mutually agreed upon between the two employees involved and the department head, provided, that all necessary forms are signed by the involved parties.

## **ARTICLE VI**

### **STATUS OF EMPLOYEES**

#### Section 24. SENIORITY LIST

Seniority is defined as length of service at Davenport Lutheran Home and shall be applied only as specifically set forth in this Agreement. A seniority list shall be established by the Home and posted for thirty(30) calendar days with a copy sent to the Union. After thirty (30) calendar days, such list shall be final and binding on the Home and the Union, and the employees. Such list will be renewed monthly to reflect additions and deletions and information regarding the additions and deletions will be provided to the Union no later than the tenth (10<sup>th</sup>) day of the following month. In case of additions to the list, the employee's address will also be provided.

Full-time employees are those normally working thirty-two (32) hours per week, and they shall have full rights to the benefits outlined in this Agreement.

Section 25. Regular part-time employees are those who are regularly scheduled to work less than thirty-two (32) hours per week, and shall have prorated rights to the benefits as determined under this Agreement.

Section 26. Seasonal and temporary employees are those working for a limited period of time and are not entitled to employee benefits under this Agreement, and shall

not be paid more than the wage rates specified herein. PRN employees are those employees who are not regularly scheduled to work or, if regularly scheduled to work, are not scheduled for more than two (2) shifts per pay period, not exceeding sixteen (16) hours. Such employees shall not be entitled to benefits under this Agreement, with the exception of holiday pay for holidays actually worked, at the rate of 1 ½ times the employee's regular hourly rate. The Employer is free to impose whatever conditions and requirements it deems fit for the PRN position, including minimum hours worked, weekend shifts, and the like. The Employer may continue or discontinue the PRN classification in its discretion, and in the event the Employer decides to discontinue the PRN classification, PRN employees thereby affected may bid into other available bargaining unit positions they are qualified to perform.

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

Section 27. Each new or rehired employee shall be on probationary status for three hundred forty (340) consecutive working hours following their date of hire, but in no event will the probationary status exceed eight and one-half (8 ½) weeks from the date of hire. During the probationary period, the Home may terminate the employee without cause or the employee may terminate at her own volition without notice. During the probationary period, the employee shall not be entitled to employee benefits under this contract. Seniority shall be computed from the date of hire, but the employee will not be added to the seniority list until after the conclusion of the probationary period. Absence from work will extend the probationary period for a period of time equivalent to the length of the absence.

Section 28. In order for an employee to qualify as a full-time person, she must report for work and work a minimum of 32 hours per week. This qualification shall not result in the reduction of hours from the normal forty (40) hours a full-time person works.

Section 29. All hourly paid employees who report for work, without previous notification not to report for work, shall be guaranteed a minimum of four (4) hours work

or pay in lieu of work for that workday and such pay shall be at her basic hourly rate. Such guarantee time shall start at the time the employee is directed to report for work on that day. If any employee is tardy, her guarantee shall be reduced by the extent of her tardiness. Home care aides who are requested to report back to work following the completion of their regular shift will be entitled to report in pay of one (1) hour, or actual time worked, whichever is greater, as further defined in the parties' Letter of Understanding attached to this Agreement.

Section 30. Seniority shall be continuous from the date of hire except as otherwise stated in this Agreement.

Section 31. The Home shall have no responsibility for re-employment of probationary employees if they are discharged or laid off during their probationary period. Any employee laid off during the probationary period and rehired within six (6) months after the separation, shall be credited with the period worked during the original period of employment and her probationary period time shall continue only until the total period of employment shall amount to the number of hours required for probationary employees.

Section 32. Seniority rights shall prevail by department seniority. Layoffs and recalls shall be made in accordance with department seniority. When a layoff is necessary in a department where more than one shift is in operation, the employee with the least amount of department seniority shall be laid off regardless of shift. A senior employee may take a layoff rather than be obliged to go to a different shift that is undesirable to them.

Section 33. Formal recalls shall be made on the basis of the last laid off being the first recalled, notification to be by certified letter mailed at least five (5) days prior to requested report time. (Informal recalls may be made by phone, but employees will not be subject to contractual limitations when this informal method is used.) Recalled employees who refuse to return to work to the same type employment (department, full-time, or part-time) on the basis of their seniority within forty-eight (48) hours of the recall

report time shall be considered as having quit and their employment shall be immediately terminated. (Additional time may be given by the Administrator of the Home for extenuating circumstances of not more than seven (7) days.)

Example of Recall Rights:

Two employees are on layoff status. "A" was on full-time status at time of layoff and has two (2) years' seniority. "B" was on part-time status at time of layoff and has one (1) years' seniority.

A part-time job opening becomes available; "A" shall be offered the job first. If "A" refuses the job, "B" must accept the recall.

Another part-time job becomes available; "A" must then accept the next recall job opening or remain on layoff and a new hire will be assigned the job opening. "A" will then have to wait until the next available job opening before being recalled.

Section 34. Seniority of employees on layoff status shall continue to accumulate for a period not to exceed ten (10) months. If an employee is not recalled by the end of ten (10) months from time of layoff, she shall be deemed terminated. Employees on layoff status shall not accumulate credit toward paid time off (i.e., vacation, holiday or personal day).

Section 35. When two (2) or more employees have the same departmental seniority, Home seniority shall prevail. When two (2) or more employees have the same department and Home seniority, the employee with the lower clock number shall be considered more senior.

Section 36. When a new position is created or when a vacancy occurs within the bargaining unit, notice of the job opening will be posted on the bulletin board for seventy-two (72) hours. The position will be filled based on seniority.

Section 37. Employees on layoff status will be notified of all job openings within the bargaining units in the Home and they will have the right to bid on the open job.

Section 38. If an employee has transferred between departments or between classifications in the Dietary Department, and if such employee is not capable of performing the job satisfactorily within a period of fifteen (15) accumulated working days on the job, she shall be returned to her previous job; provided, however, that the Home may extend such period by an additional fifteen (15) working days when necessary to further evaluate such employee. If such an employee changes her mind about accepting such a posted job within a period of fifteen (15) accumulated working days on such job, she shall return to her previous job.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE AND ABRITRATION**

Section 39. A grievance is defined to be a difference between the Home and the Union as to the meaning and application of this Agreement. Either Home or Union has the right to raise a grievance. Either party shall be furnished with pertinent information requested for the study and processing of grievances. All written grievances pertaining to contract violations shall state the Section number(s) of the Agreement, which speaks to the violation.

Section 40. On behalf of the Union, there may be stewards selected by the Union. The Union shall furnish the Home a list of all stewards. Any changes in the list shall be reported in writing by the Union to the Home, and until so reported, the Home shall not be required to recognize any steward not on the official list. The Union may appoint any steward on the day shift as Chief Steward. The Home shall furnish the Union a list of all Supervisors and shall keep such list up-to-date.

Section 41. In the event of a difference as provided in Section 39 above, an earnest effort shall be made to settle such differences by use of the following procedures:

STEP 1. The employee shall discuss her grievance with her immediate supervisor. If the supervisor feels qualified to answer the grievance, and such answer is satisfactory

to the employee and the Union, the grievance shall be considered satisfactorily concluded. The employee shall grant a reasonable length of time, but in no event longer than twenty-four (24) hours, for the supervisor to obtain a satisfactory solution to the employee's grievance. If requested by either the employee or the supervisor, the steward may be present. This grievance and answer need not be in writing.

STEP 2. If the grievance is not resolved at Step 1, the employee may request that her departmental steward be present to hear the grievance and the supervisor's answer. If the employee and the steward are not satisfied with the supervisor's answer, the grievance will be presented to the Administrator during hours that she is normally scheduled to work, but in no event will the grievance be presented to the Administrator after five (5) days, not counting Saturdays, Sundays or holidays from the date Step 2 was invoked. The grievance may be presented to the Administrator's replacement in the absence of the Administrator. The grievance when presented shall be signed and dated at that time. The Administrator shall, within four (4) working days from the date the grievance is presented to her, provide an answer to the grievance to the grieved employee and her department steward. This grievance and the answer shall be in writing with a copy for the grieved employee, the department steward, the Administrator, and the grieved employee's supervisor. The grievance and the answer shall be written on a form approved by both the Union and the Home. Notice of said grievance or answer thereto will only be recognized if it is received via hand delivery, by fax demonstrated by a fax transmittal receipt, or via official postmarked, certified mail, return receipt requested.

STEP 3. If the grievance is not resolved in Step 2, the Union may within five (5) business days, Monday through Friday, excluding Saturdays, Sundays, and holidays, from the date of the Administrator's answer in Step 2, request a hearing on the grievance, whereupon the Administrator will arrange a mutually satisfactory date and time for the Hearing. Up to five (5) representatives of the Home and up to four (4) representatives of the Union plus the grieved employee will be permitted to sit in on this Hearing. No limit will be established for witnesses appearing during the Hearing for either the Home or the Union, providing such witnesses are relevant to the grievance. Proceedings of the Hearing may be transcribed by the Home and the Union. The Home will, within five (5) business days, Monday through Friday, excluding Saturdays, Sundays, and holidays,

submit, in writing, an answer to the grievance. Three copies of this answer will be made available to the Union. Notice of said answer thereto will only be recognized if it is received via hand delivery, by fax demonstrated by a fax transmittal receipt, or via official postmarked, certified mail, return receipt requested

STEP 4. If the grievance is not resolved in Step 3, the Union or the Home may, within fifteen (15) calendar days of receipt of the written answer in Step 3, make a request in writing that FMCS mediate the case. If the Union or the employer denies said request for mediation, or such mediation is not successful (non-binding), the Union or the Employer will have thirty (30) days from the decision to notify the other party in writing of its intent to arbitrate. After request for arbitration is made, the Home and the Union shall endeavor to select an Arbitrator by mutual agreement. A time, date and place shall be mutually agreed upon for a meeting to review the grievance before the Arbitrator. The Arbitrator shall have authority only to interpret the provisions of the agreement in regard to the grievance. The decision of the Arbitrator shall be final and binding upon the parties. The expenses for the arbitration shall be borne equally by the Home and the Union. Either party's request for arbitration will only be recognized if it is received via hand delivery, by facsimile demonstrated by a facsimile transmittal receipt, or via official postmarked, certified mail, return receipt requested.

Section 42. Any step in this grievance procedure, the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if, in the judgement of the Executive Board, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Executive Board.

Section 43. Should arbitration be timely and properly requested, the petitioning party shall request a panel or list of the names of five (5) arbitrators within thirty (30) days from the Federal Mediation and Conciliation Service ("FMCS"). The panel shall be exclusively made up of Arbitrators who are certified by the National Academy of Arbitrators. The parties shall choose an arbitrator by alternately deleting names from the list submitted. A coin flip shall decide the party which is to be given the privilege of

eliminating the first name from the list and each party shall thereafter alternate in the eliminations. The last remaining name on the list shall be the arbitrator.

Section 44. No steward may be absent from her work except for the purpose of handling grievances or attending meetings provided for in this Agreement, and then only if before leaving her work she obtains permission from her immediate supervisor for such absence. Said permission shall not be unreasonably denied.

Section 45. Employees and stewards shall be paid their regular hourly rate for time spent in Steps 1 and 2 of the grievance procedure. Time spent by employees and stewards in Step 3 and 4 shall not be paid by the Home.

**ARTICLE VIII**

**HOLIDAYS**

Section 46. One and one-half (1-1/2) times an employee's regular hourly rate will be paid to all employees covered by this Agreement for all time worked on the following holidays:

New Year's Day	July 4th
Easter	Labor Day
Christmas Day	Thanksgiving Day
Memorial Day	Birthday

Section 47. All employees entitled to benefits under this contract and who have worked at least one (1) day during the pay period in which the holiday falls, shall be eligible to receive holiday pay for Christmas Day, Thanksgiving Day, Birthday, and the 4<sup>th</sup> of July, as provided in Section 50 below. Full-time employees shall receive holiday pay for said holidays equal to eight (8) hours of their regular hourly rate (or, two and one-half (2-1/2) times their regular hourly rate for all hours actually worked). Holiday pay for regular part-time employees shall be based on a proration computed over the last four (4) regular payroll periods based on the proportion that the number of hours worked during

such payroll period bears to a regular forty (40) hour workweek during such payroll period.

Section 48. All holiday pay shall be paid at the next regular payroll date after such holiday.

Section 49. The holiday for the third shift will be the day in which the greater part of the shift falls.

Section 50. In order for an employee to be eligible for holiday pay, she must have worked her regular scheduled work shift immediately prior to, and immediately following, the paid holiday. In cases where an employee is absent on either or both of the qualifying days, she must present a doctor's excuse slip or prescription dated on the qualifying date(s), if requested by the Home. If an employee is tardy on either of the qualifying days, her pay shall be reduced one-half (1/2) the amount tardy.

#### Section 51. PERSONAL HOLIDAYS

For all regular Full-time and Part-time Employees the following provisions will apply for Personal Holidays:

Following one (1) year of continuous employment:

- A. Full-time employees. The Home shall provide four (4) personal days at the employee's regular rate of pay. Eligibility for personal days shall be gained at the rate of one (1) day off for each two (2) months worked between January 1 and September 1 of each year.
- B. Part-time employees. The Home shall provide four (4) personal days in accordance with Section 25. Eligibility shall be gained as for full-time employees in A. above, on a pro-rata basis.

The Home will allow an employee who works three (3), twelve (12)-hour days the same amount of personal leave as a full time employee; however, said person will not be allowed to have forty (40) hours of personal time off. All full time employees will be given thirty-two (32) hours of personal time pursuant to this Article.

Personal days may not be taken in December, except by authority of the Administrator.

Any personal days not taken prior to December 1 shall be paid to the employee on the first regular pay period beginning in December. If two weeks' written notice of an employee's intent to resign is not provided in cases of voluntary resignation, earned, but unused, personal days shall not be paid upon termination of employment.

Any earned personal days may be used for a sick day to receive pay for absence and not receive an occurrence.

Any employee with 15 years of service will receive an additional personal day on January 1<sup>st</sup> and available for immediate use.

All full-time and part-time employees with one year continuous service shall be paid a bonus of one (1) day's pay at their regular rate of pay on the first pay period beginning in December.

To assist in reducing scheduling problems, each employee shall endeavor to the best of her/his ability to give the Home at least fourteen (14) working days (not including the day the employee presents their request nor the requested day off) notice of the dates the employee wishes to take personal days off from work.

## **ARTICLE IX VACATIONS**

Section 52. Vacations with pay shall be granted all eligible employees. Earned vacation time off must be taken between February 1 and December 1 each year, unless otherwise authorized by the Administrator of the Home. If possible, the Administrator shall grant requests for vacations in December and January.

Section 53. The length of paid time off for vacations shall be granted eligible employees based on continuous years' employment in the Home as follows:

For all Regular Full-time and part-time employees the following schedule will apply:

Continuous Service	Weeks of Vacation
Less than 1 year	0 weeks
1 year – 2 years	1 week
3 years – 4 years	2 weeks
5 years – 9 years	3 weeks
Beginning with the 10 <sup>th</sup> Year and thereafter	4 weeks

Section 54. Vacations are not cumulative and must be taken within the current eligible vacation year. If two weeks' written notice of an employee's intent to resign is not provided in cases of voluntary resignation, earned, but unused, vacation time shall not be paid upon termination of employment.

Vacations will be paid on the last regular payday prior to the commencement of the vacation.

Employees eligible for two (2) or more weeks' vacation may take their vacation time off at different times of the year in increments of no less than one (1) week for each vacation period of time off, except where special permission is granted otherwise by the Administrator.

Section 55. Vacation pay shall be paid on the basis of 1/52 of the employee's total compensated hours (excluding worker's compensation payments, if any) for the year immediately preceding the year the vacation will be taken in, times the number of earned vacation weeks, payable at the employee's current straight-time hourly rate of pay. The Home will put hours of paid vacation on the employee's pay stub if it becomes available through computer capability. Until such time, the office of the Home will keep employees' vacation hours. For first year employees, vacations will be calculated per employee's anniversary date.

Section 56. There shall be no pro-rata payment for those employees with less than one (1) year of continuous service.

Section 57. Employees must notify their supervisor in writing at least thirty (30) days prior to the time they wish to take their vacation to allow adequate time to adjust work schedules so that vacation time off will not jeopardize the service of the Home.

Vacation time will be allotted at any time during the vacation period, except where several employees request the same vacation time off and such time off would, in the opinion of the Administrator, jeopardize the service of the Home. When this situation arises, vacation time off will be granted according to seniority; allotting vacation time off to the employee with the longest continuous service on down to the employee with the least amount of continuous service in proportion to a reasonable staffing level for quality service within the Home.

## **ARTICLE X LEAVES OF ABSENCE**

Section 58. Application for all leaves of absences listed in this Article must be made to the immediate supervisor as much in advance as possible.

Section 59. Personal leaves for reasons other than those specified in Section 64. Leaves of absence without pay for personal reasons will be granted to an employee for good and sufficient reasons. No leave of absence will be granted any employee for the purpose of seeking or engaging in other employment, and any employee violating this restriction shall be subject to immediate discharge. A leave of absence, if granted, will be for the period desired, but not in excess of two (2) months. If additional leave is necessary, a request for additional time must be made to the Administrator for approval. The Home will continue making its portion of any insurance premium required herein for the first thirty (30) days of any approved leave of absence. Thereafter, and for the duration of the leave, the employee will be required to make payment in full of all further insurance premiums. The granting of leaves of absence shall be evidenced by forms provided by the Home. During approved leaves the employee shall accumulate seniority but not credit for paid time off.

Section 60. Funeral Leave of Absence. Three (3) days with pay will be granted to full-time and regular part-time employees if scheduled to work on the funeral leave days where death occurs within the employee's immediate family defined as including – father, mother, any current step-parent, brother, sister and any current step sibling, wife, husband, son, daughter, son-in-law, daughter-in-law, grandparent of spouse, current mother-or father-in-law, current sister- or brother-in-law, grandparents, grandchildren or any relation living in the household. An additional leave without pay beyond the three (3) days may be granted upon application to the Administrator and depending upon individual circumstances. If an employee takes off a day to attend any current family member's funeral, the employee will not be paid for said day nor will she receive an occurrence. The Home may require proof of death and attendance of the funeral.

Section 61. Scheduling permitting Union stewards (up to six (6) at one time) may be granted leaves of absence without pay to attend special Union meetings and educational workshops, provided notification has been given their supervisor at least thirty (30) days prior, except where it is impossible to give such notice due to circumstances beyond the Union's control. Such time off shall not exceed eight (8) hours. Stewards and employees holding Union office may be granted leaves of absence without pay to attend official Union functions and shall give at least forty-eight (48) hours' notice to their supervisor prior to the leave. The local Union shall provide documentation for this absence.

Section 62. Jury Duty. An employee called to serve on jury duty shall be excused from work upon presentation to the Home of a court order requiring her service. Such employee shall be paid the difference, if any, between jury pay and at her regular scheduled work day's pay for each day of such service, including holidays, provided she furnishes evidence from the court as to the number of days served and the amount of pay received. Such jury service shall include the days when an employee is required by the court to report for jury service.

Section 63. Employees inducted into the military service of the United States under the Selective Service Act of the United States, or who enlist in accordance with the

provisions covering such Act, shall be on leave status during their service in the armed forces for a period of up to five (5) years, and shall accumulate their seniority rights during such leave. Failure to report reinstatement within ninety (90) days of discharge from military service shall be deemed to be a voluntary termination of employment, except as otherwise provided by the Uniformed Services Employment and Reemployment Rights Act of 1994. Employees returning from such leave shall be given the same position, meaning the same shift and same status (full-time or regular part-time) as they held immediately before such leave commenced. Employees shall not accumulate credit for paid time off during Military Service Leave.

Section 64. Eligible employees will be granted a leave of absence for a period of up to twelve (12) work weeks in any twelve (12) months, in accordance with the Family and Medical Leave Act of 1993. Leave may be taken for the birth of an employee's child or for the placement of a child for adoption or foster care; because the employee is needed to care for a family member (child, spouse, or parent) with a serious health condition; or because the employee's own serious health condition makes the employee unable to do the essential functions of his/her job description.

An employee taking a leave of absence under this section shall be entitled to reinstatement to his/her position held prior to commencement of the leave, provided such employee returns from the leave within the twelve (12) weeks specified in this section, in accordance with the Family and Medical Leave Act of 1993. At the expiration of the twelve (12) weeks specified in this section, and for a total of up to eighteen (18) months following commencement of such leave, such employees may bid upon available openings or otherwise exercise their seniority rights as provided in this Agreement.

The Home's "Policies and Procedures" addressing leaves of absence under the Family and Medical Leave Act, dated August 5, 1993, is expressly incorporated into this Agreement. The Union will be provided advance notice of any future changes to this policy.

Section 64(a). The Home agrees that if an employee is eligible for taking sick leave pursuant to Section 88 or family medical leave pursuant to this section, that the

employee shall request which leave they are asking for and as long as said employee is eligible for said leave will be allowed to take the leave under the appropriate policy.

**ARTICLE XI**  
**PAY PERIODS – PAYDAY**

Section 65. Paychecks will normally be issued to employees during their regular shift hours every Tuesday. Employees shall only pick up their paychecks on their regularly scheduled break or lunch period. Employees not scheduled to work on payday may pick up their checks in the office between 9 a.m. and 3 p.m. on payday.

Section 66. Pay periods shall end at the close of second shift every Saturday night. For weekend package employees, pay periods shall commence at the beginning of second shift every Friday and end at the close of first shift the following Friday. One week's pay shall be held back to permit ample lead time for the processing of checks.

Section 67. Only authorized personnel will be permitted to punch the computerized time clock. Violations may result in disciplinary action or possible discharge.

Section 68. When an employee is working overtime or a split shift on the last day of the pay period, it will be the employee's responsibility to call this to the attention of her supervisor so that special attention may be given to ensure that the overtime authorization slip will be properly turned in.

Section 69. Employees working overtime must make note of this fact in the space provided on the overtime authorization slip and have such approved by their supervisor.

**ARTICLE XII**  
**WAGES AND CLASSIFICATIONS**

Section 70(a). Effective December 1, 2006, the following wage rates shall apply to the classifications listed below for all employees. Current employees beyond the scale as of December 1, 2006 shall receive a 3% increase on their hourly wage rate.

<u>CLASSIFICATION</u>	<u>START</u>
CMA	11.22
Rehab Aides	11.22
CNA	10.97
Cook	10.16
Laundry	9.56
Housekeeping	9.56
Activities	9.56
Dietary Aides	9.56
Bed Makers	9.56
Home Care Aides	11.44

Section 70 (b). Effective December 1, 2007, the following wage rates shall apply to the classifications listed below for all employees. Current employees beyond the scale as of December 1, 2007 shall receive a 2% increase on their hourly wage rate.

<u>CLASSIFICATION</u>	<u>START</u>
CMA	11.27
Rehab Aides	11.27
CNA	11.02
Cook	10.21
Laundry	9.61
Housekeeping	9.61
Activities	9.61
Dietary Aides	9.61
Bed Makers	9.61
Home Care Aides	11.49

Section 70(c). Effective December 1, 2008, the following wage rates shall apply to the classifications listed below for all employees. Current employees beyond the scale as of December 1, 2008 shall receive a 2% increase on their hourly wage rate.

<u>CLASSIFICATION</u>	<u>START</u>
CMA	11.32
Rehab Aides	11.32
CNA	11.07
Cook	10.26
Laundry	9.66

Housekeeping	9.66
Activities	9.66
Dietary Aides	9.66
Bed Makers	9.66
Home Care Aides	11.54

Section 70(d). Effective December 1, 2009, the following wage rates shall apply to the classifications listed below for all employees. Current employees beyond the scale as of December 1, 2009 shall receive a 2% increase on their hourly wage rate.

<u>CLASSIFICATION</u>	<u>START</u>
CMA	11.37
Rehab Aides	11.37
CNA	11.12
Cook	10.31
Laundry	9.71
Housekeeping	9.71
Activities	9.71
Dietary Aides	9.71
Bed Makers	9.71
Home Care Aides	11.59

Section 71. All raises and benefits payable under this contract will be calculated and coincide with regular pay periods. Where seniority or eligibility dates fall within a current pay period, they shall be deemed as payable and paid on the next full pay period.

The parties recognize and agree that the Home may raise the wage rates specified in this Agreement without first negotiating such increases with the Union, provided any such increases are made with respect to an entire job classification, and not simply on an individual employee basis.

Section 72. When certain job classifications require licensing or certification under State regulations, employees shall be expected to submit proof of such licensing or certification to the Home before hiring.

### **ARTICLE XIII MISCELLANEOUS PROVISIONS**

Section 73. Rest Periods. There shall be one (1) ten-minute rest period in the first four (4) hours of work, to be scheduled by the supervisor. The Home shall provide free coffee for employees on such rest breaks. Employees who are scheduled to work four (4) hours or less shall only be entitled to a ten-minute rest period to be scheduled by the supervisor. If this employee is required to work a full eight and one half (8 1/2) hour shift, she shall be entitled to a second rest period of ten minutes during the succeeding four (4) hour period. A thirty (30) minute unpaid lunch will be scheduled as near center of shift as possible.

Section 74. The Home will provide mandatory physicals to employees at no charge. However, the Home reserves the right to designate the examining physician in such cases.

Section 75. Employee Training. Courses of instruction to qualify employees under State regulations for employment in the Home will be made available as the need requires.

Section 76. Where courses of instruction are required by the Home and there is expense to the employee for fees, books, travel, lodging and other course-related expenses and such expenses have been approved by the Administrator, the Home will reimburse such approved expenses to the employee or shall pay such expenses direct.

Section 77. Bulletin Boards. The Home shall provide a bulletin board exclusively for official Union messages both in the Home and in the Assisted Living Apartments. Said boards shall be approximately two feet by three feet in size and shall be located in a mutually acceptable locations. Union signs or messages shall not be permitted in any other places on the Home's premises.

Section 78. Any occurrence not part of an attendance discipline will fall off after 1 year. Any attendance discipline will fall off after one year. Upon ratification of this agreement in 2006 every employee's attendance record will be wiped clean and started over as a one time gesture.

Section 79. Any employee with 15 years of service will receive a longevity bonus upon retirement in the amount of seven hundred dollars (\$700).

#### **ARTICLE XIV INSURANCE**

Section 80. The Home will provide Fifteen Thousand Dollars (\$15,000) in term life insurance for all eligible Employees covered by this Agreement who works an average of twenty (20) or more hours per week on a regular basis. Coverage will take effect the first enrollment period following the date seniority is gained.

Section 81. The Home will provide sick leave benefits for all eligible Employees covering each full-time employee for a maximum period of twenty-six (26) weeks commencing with the first day for accidents and commencing with the fourth day for sickness. This benefit shall cover 60 percent (60%) of the employee's determined average wage, and/or as stipulated by the insurance carrier.

Section 82. The Home agrees to provide vision and dental insurance for each full-time Employee at a contribution level not to exceed thirteen and 15/100 Dollars (\$13.15) per month.

Section 83. The Home agrees to provide a prescription drug card benefit for its full-time First Tier Employees (employees with an employment hire date on or before 12/01/02), with a \$10.00 employee co-pay feature. The Home agrees to provide a prescription drug card benefit for its full-time employees with 2 year of continuous service at a contribution level not to exceed one hundred thirteen and 80/100 dollars (\$113.80) per month. Dependent coverage, if available, will be at the employee's expense.

**ARTICLE XV**  
**TAX SHELTERED ANNUITY**

Section 84. The Home agrees to establish a non-matching tax sheltered annuity program for eligible employees, to be funded by such employees through payroll deduction.

**ARTICLE XVI**  
**UNION DUES DEDUCTION & CHECKOFF**

Section 85. During the term of this Agreement, the Home will deduct from each pay check the uniformly required Union dues (and initiation fee, if applicable) assessments and death benefit payments and any Credit Union deposits of each employee for whom there is on file with the Home a lawful voluntary signed checkoff authorization. The amounts so deducted shall be forwarded, not later than five (5) working days after the date of the last pay check in each month, to the financial secretary-treasurer of Local Union 431, together with a list of names (and amounts) for whom deductions have been made. The Union shall submit the official checkoff list complete with all applicable deductions to the Home no later than the last Monday of each month for the following months' checkoff.

The Union shall indemnify, defend and save the Home harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of

action taken by the Home in administering the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

**ARTICLE XVII**  
**RULES & REGULATIONS GOVERNING**  
**EMPLOYEE CONDUCT**

Section 86. The Rules and Regulations of the Home in regard to employee conduct, and subsequent disciplinary actions for noncompliance to the Rules and Regulations, shall be printed in the Performance and Conduct Rules, as found in the Policy and Procedure Manual of the Home. Said Rules, Regulations, and Disciplinary Actions shall be reviewed with and a copy given to each new employee of the Home at the time of their hire.

Disciplinary action shall be deemed necessary by the Home and the Union when:

- a. The employee exhibits an attitude or performs an action that is detrimental to the Safety, Health, or Welfare of other employees; residents of the Home; or others who may be lawfully on the premises of the Home; or others who are lawfully connected to the operation of the Home.
- b. The employee loses interest in her job and the quality and perservice normally expected for her job classification and qualifications.
- c. The employee is absent or tardy beyond an acceptable standard that has been uniformly established for all employees of the Home.
- d. The employee exhibits an attitude or performs an action that is detrimental to the Home, its reputation, or property, its employees, residents, or lawfully on the premises or connected with the Home.

Section 87. Depending on the degree of severity for any offence(s) committed, any or all of the following steps may be taken by the Home to maintain an order of acceptable conduct within the Home:

- a. An ORAL WARNING will be issued and documented in the employee's personnel file for offenses deemed to be of a minor nature. The employee will be

provided an opportunity to sign the oral warning prior to documenting the same in his or her personnel file.

b. A WRITTEN WARNING will be issued for repeated offenses of a minor nature and/or offenses that are deemed to be of a more serious nature.

c. IMMEDIATE DISMISSAL may be deemed necessary for serious misconduct or other infractions of the Rules and Regulations.

Section 88. When a WRITTEN WARNING is issued, the employee's Union steward will be a witness and, along with the employee, sign the warning. The employee and the steward shall be given a copy of the warning. The Written Warning shall state the length of time the Warning will be left on file in the employee's personnel records. In case the Union Steward is not available, then any member of the bargaining unit may be called upon to be the witness.

Section 89. When IMMEDIATE DISMISSAL is necessary, the Union steward, or designee, shall be notified of the offence(s) and the Union steward, or designee, along with authorized supervisory personnel, shall accompany the dismissed employee off the premises of the Home. The dismissed employee's computerized time clock shall be punched to indicate the time of dismissal.

Within five (5) working days, or sooner if possible, a Hearing shall be held to determine if the employee shall be permanently discharged from employment in the Home. The Chief Union Steward and Business Representative shall be present at this hearing and shall receive her regular rate of pay for time spent at the hearing. The dismissed employee shall not be paid for time spent at the hearing.

Minutes of the hearing shall be recorded and a copy of the minutes will be made available for the Union upon their request and payment for said transcript.

## **ARTICLE XVIII**

### **TERM OF AGREEMENT**

Section 90. This Agreement and Contract shall be in full force and effect on December 1, 2006, and shall continue in full force and effect until December 1, 2010

inclusive, and thereafter it shall be considered automatically renewed for successive periods of twelve (12) months unless at least sixty (60) days prior to the end of any twelve (12) month effective period either party shall serve written notice upon the other that it desires consultation, revision or modification of any provision or provisions of this Agreement. In this event, the parties shall attempt to reach an agreement with respect to the proposed change or changes, and, at least forty-five (45) days prior to the expiration date of the Agreement, meetings to consider such changes shall be held by the parties. In the event the parties do not reach a written agreement by the expiration date of the twelve (12) month effective period in the particular year as provided for herein, then this Agreement shall in all respects be deemed void and terminated. The parties hereto, by written agreement, may extend said period for the purpose of reaching a new agreement.

## **ARTICLE XIX**

### **EFFECT OF AGREEMENT**

Section 91. The terms and provisions of this Agreement shall extend to, be binding upon, and ensure to the benefit of the successors and assigns of the parties hereto.

Section 92. This Agreement is the culmination of extensive collective bargaining between the parties hereto and represents the full and complete agreement between the parties. Each party hereby expressly waives the right and, each party agrees that the other party shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may, or may not, have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement. The text of this Agreement is the product of the joint efforts of the parties hereto and is not to be deemed or construed as having been proposed or drafted by either party.

**IN WITNESS WHEREOF**, this instrument is executed by the parties hereto on the dates set forth opposite the respective signatures of the duly authorized representatives of the Home and of the Union.

**DAVENPORT LUTHERAN HOME**

Signed: Diane Gloede, COO

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Signed: Shelly Hopp, Administrator

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**UNITED FOOD AND COMMERCIAL WORKERS, DISTRICT LOCAL 431**

Signed: Lois Taylor

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Signed: Ethel Richardson

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Signed: April Gottschalk

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Signed: Margaret Willingham

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Signed: Nicole Yocum

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## LETTER OF UNDERSTANDING

Having recently concluded negotiations, the parties hereby enter into the following understandings and agreements which further refine and interpret their mutual intent with respect to the assisted living complex:

1. The assisted living complex will be recognized as a separate department with separate lines of departmental seniority. The home care aide position will be recognized as a separate classification within the assisted living complex.
  
2. The assisted living complex will utilize a variety of different shifts, including shifts of 4, 8, and 12 hours in duration. This shall not be deemed a violation of the parties' Collective Bargaining Agreement.
  
3. In filling vacancies and/or new openings within the home care aide classification, the Home will first follow departmental seniority among those employees who bid for the position. If vacancies and/or new openings still exist after first attempting to fill them through departmental posting, the Home will open up the job bidding process to all other departments within the Home in addition to outside applicants based on seniority.
  
4. In the event of a layoff affecting either or both the Nursing Department and the assisted living complex, senior employees possessing the home care aide certification or having prior home health experience will be allowed to bump less senior employees within the assisted living complex.
  
5. In the event a CNA currently employed by the Home is the successful applicant for a vacant home care aide position at the assisted living complex, then such CNA's wages shall be adjusted in the following manner.

If the CNA currently receives a wage rate above the entry level rate then in effect for the home health care aide classification, the CNA will transfer with his/her current rate. If the CNA currently receives a wage rate below the entry level rate than in effect for the home care aide classification, the CNA will be raised to the entry level amount.

Thereafter, such CNAs will have their wage rates adjusted in accordance with the wage scale then in effect, or if beyond scale, in accordance with any negotiated increases for the home care aide classification. The parties agree that Kim Hartenhoff will be “grandfathered” from this provision, and will receive the negotiated increases for the term of this Agreement, notwithstanding her departmental seniority in the assisted living complex.

6. There shall be no shift bonus paid within the assisted living complex. Nor, shall there be daily overtime in the assisted living complex, except when: (a) an employee has worked in excess of twelve (12) continuous hours within a twenty-four (24) hour period; or (b) an employee works a second shift after first completing his or her regular twelve (12) hour shift. Home care aides who are asked or required to report back to work after their regular shift has ended, between the hours of 7:00 p.m. and 7:00 a.m., will receive “report in” pay of one (1) hour, or compensation for the actual number of hours worked, whichever is greater. Home care aides shall also receive “call in” pay where required to be on call following their regular shift, between the hours of 7:00 p.m. and 7:00 a.m. Such home care aides will receive one (1) hour’s pay at their regular, straight-time hourly rate and, if called in to work, Fifteen and no/100 Dollars (\$15.00) for the first hour of work, and the employee’s regular rate of pay thereafter for all additional on-call worked that shift.

7. The parties also agree that the assisted living complex may give “experience pay” credit to experienced applicants who have the home care aide certification and/or prior home health experience. In granting any such experience pay credit, the Home will utilize its contractual wage scale as a guideline for determining the appropriate amount of such credit.

LETTER OF UNDERSTANDING

Re: Weekend CNA Schedule

It is agreed by the Davenport Lutheran Home and the United Food and Commercial Workers, Local 431 that the following “weekend” schedule will be implemented for the CNA’s at the Davenport Lutheran Home.

The weekend schedule will consist of 32 hours of actual work; however, if a CNA works the full scheduled 32 hours; the CNA will be paid for 40 hours of work. If an employee would call off of work or leave work early, for any reason, said employee would only be paid the actual hours worked instead of receiving pay for forty (40) hours. If an employee would work hours during the week, in addition to his or her weekend schedule, the employee’s regular pay schedule would apply and the employee would not be eligible for overtime pay until after actually working forty (40) hours.

After working twelve (12) hours on Saturday, the employee will receive overtime pay at the rate of one and one half (1-1/2) times the employee’s regular hourly rate of pay for the remaining hours that the employee works to complete the Saturday shift. (i.e., The employee would receive twelve (12) hours of pay at straight time and four (4) hours of pay at one and one half (1-1/2) times the employee’s regular pay for the hours he or she works on the Saturday shift.)

The CNA “weekend” schedule is as follows:

<u>Number of Hours</u>	<u>Day of the Week</u>	<u>Scheduled Hours</u>
8	Friday	2:00 p.m. to 10:00 p.m.
16	Saturday	6:00 a.m. to 10:00 p.m.
8	Sunday	6:00 a.m. to 2:00 p.m. or 2:00 p.m. to 10:00 p.m. (based on facility need)

The Weekend CNA schedule shall be filled pursuant to Article VI, Section 36 of the collective bargaining agreement.

If an employee no longer wants to work the weekend schedule, the employee can bid for another open position available at the Home, as outlined in the collective bargaining agreement.

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Diane Gloede, COO of  
The Davenport Lutheran Home

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Lois Taylor, UFCW Local 431  
Union Representative