LETTER OF UNDERSTANDING #2
BETWEEN
DUBUQUE COUNTY AND AFSCME 2843
NOVEMBER 7, 2017

It is hereby agreed by both parties that Article 5 of the current collective bargaining unit agreement will be amended as follows:

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<th>Years Worked</th>
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It is also agreed that Article 5 – PTO, new section K will be added and reads as follows:

K. PTO may be used after three months from employee’s start date.

Dubuque County

AFSCME Local 2843
AGREEMENT BETWEEN

DUBUQUE COUNTY

AND

AFSCME LOCAL 2843
REPRESENTING EMPLOYEES OF SUNNYCREST MANOR

EFFECTIVE JULY 1, 2017
TO JUNE 30, 2020
INDEX

ARTICLE/PAGE

BEREAVEMENT - 8
CLEAN-UP TIME - 4
DURATION OF CONTRACT - 15
EMPLOYEE BENEFIT ELIGIBILITY - 4
  PERMANENT FULL-TIME EMPLOYEES - 4
  PERMANENT PART-TIME EMPLOYEES - 4
EMPLOYEE/PATIENT RELATIONSHIPS - 15
FAMILY MEDICAL LEAVE - 10
GENERAL - 15
GRIEVANCE PROCEDURE - 14
HOURS OF WORK - 3
INDEX - 2
JOB BID PROCEDURE - 12
JOB POSTINGS - 12
JOB OPENINGS TEMPORARY - 13
JURY DUTY - 9
LEAVES OF ABSENCE - 9
LUNCH PERIODS - 4
MILITARY LEAVE - 9
OVERTIME - 5
OVERTIME ON HOLIDAY - 6
PAID TIME OFF (PTO) - 6
PAY PERIOD - 11
PROBATIONARY PERIOD - 4
PROFESSIONAL CLASSIFICATION - 14
REST PERIODS - 4
SENIORITY - 11
SEPARATION FROM EMPLOYMENT - 12
SICK LEAVE - 7
SICK LEAVE NOTICE AND DOCTOR'S CERTIFICATE - 8
SICK TIME REPORT AND CALL-IN - 11
SHIFT DIFFERENTIAL - 10
STEP INCREASES - 11
SIGNATORY CLAUSE - 16
STATUS CHANGE - 5
TIME CARDS - 11
TRADING TIME -15
WAGE PLAN -10
WAGE SCHEDULE - 11
WAGE APPENDIX A - 17
This Agreement entered into by the Dubuque County Board of Supervisors for employees of Sunnycrest Manor hereinafter referred to as the Employer, and Local 2843, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union.

RECOGNITION

All employees certified by the Iowa Public Employment Relations Board in Case Number 13 on November 14, 1975, and as amended by the Iowa Public Employment Relations Board to include Registered Nurses, Licensed Practical Nurses, Certified Nursing Assistants, Medication Aides, Nutrition Workers, Environmental Service Workers, Maintenance Workers, Recreation Coordinators, Restorative Nursing Assistants, Floor Care Workers, Activities Coordinators, Restorative Nursing Assistants, Nutrition Supervisor, Cooks, Transportation Aides, Program Instructors, Wards Clerks, Non-Certified Program Instructors, and all other workers and excluding the Administrator, Director of Nursing, Food Service Manager, Activities Manager and other persons recognized excluded under Section 4 of the Iowa Public Employment Relation Act.

ARTICLE 1 - HOURS OF WORK

The purpose of this article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. The present hours for employees will remain as is unless circumstances require a Change.

A. REDUCTION IN HOURS: When a reduction of hours, permanent or temporary, is deemed necessary, the following procedure will be followed:

1. Number of hours to be reduced will be determined.

2. The hours of temporary, probationary and part-time employees will be reduced first.

3. In the event that there are no temporary, probationary or part-time employees whose hours can be reduced, management will seek individuals who voluntarily agree to a reduction in hours.

4. In the event there are no volunteers, the least senior qualified full-time employee will have his/her hours reduced.

B. REGULAR HOURS: Except for emergency situations, the regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

C. WORK SHIFT: For the purpose of only paying shift differentials as defined in Article 15 (B)-Wage Plans, shift times will be as follows: First shift is defined as 6:00 a.m.-2:30 p.m., second shift may be defined as 2:00 p.m. -10:30 p.m. and third shift may be determined by the Administrator. For hours of work outside these established shift times, the differential rate paid will be the rate that reflects the shift hours worked.

D. WORK SCHEDULE: Work schedules showing the employees' regular shifts, workdays, and hours shall be posted on the bulletin board at all times, at least fourteen (14) working days in advance of the scheduled work. If it becomes necessary to change individual employees' work schedules within a classification, first the Employer will seek volunteers by seniority. If not enough employee's volunteer, the employee with the least seniority will be assigned, except as provided in Section G of this section. Employees will be given eight (8) hour notice of such schedule changes. For purposes of this section the first 14 working days of employment will not be considered applicable for choosing the employee with the least seniority.

E. CONTINUOUS OPERATION:

1. All full-time employees may be regularly scheduled for up to eighty (80) hours of work in a
fourteen (14) day work period with at least every other weekend off. Weekend for the purposes of this section is defined as Friday-Saturday, Saturday-Sunday, and Sunday-Monday.

2. Part time employees in every classification, including probationary employees, shall have at least every sixth (6th) weekend off (Saturday-Sunday).

F. REST PERIODS:

1. All employees' work schedules, except for those provided for in Section "2" below, shall provide for a fifteen (15) minute rest period during each one-half shift. Employees are subject to call during breaks described in this section.

2. Employees who are scheduled to work less than eight (8) hours a day shall be provided a rest period on a prorated basis.

3. Employees who for any reason work beyond an 8-hour shift into the next shift shall receive a (15) minute rest period before they start to work a minimum of four (4) hours. In addition, they shall be granted the regular rest periods that occur during the shift.

G. CLEAN-UP TIME: Employees will be allowed a necessary clean up period not to exceed five (5) minutes immediately preceding the end of their work shift.

H. LUNCH PERIOD: Employees shall receive a one-half hour unpaid lunch period and shall not be subject to call except in a life-threatening situation, fire, natural disaster or medical emergency, etc.

ARTICLE 2 - PROBATIONARY PERIOD

A. The probationary period shall be the first six (6) months of employment, during which time the employee shall have no seniority rights or recourse to the grievance procedure. If the employee is retained, the seniority rights shall be credited from the date of hire. Upon successful completion of this probationary period, employees shall be entitled to benefits accrued but not granted, from the initiation of the probationary period. Scheduled days not worked shall not be part of the probationary period.

B. Employees who change employment status from part-time to full-time will be eligible for benefits as provided below. The probationary period shall be the initial six (6) months of employment.

C. If the employee has completed his/her probationary period prior to changing status from part-time to full-time, he/she shall be eligible for all benefits of a regular full-time employee as provided in this contract.

D. If the employee has not completed his/her probationary period prior to changing status from part-time to full-time, he/she shall be required to complete his or her probationary period before becoming eligible for benefits of a regular full-time employee as provided by this contract.

ARTICLE 3 - EMPLOYEE BENEFIT ELIGIBILITY

The purpose of this Article is to define employee eligibility for benefits outlined in this Agreement. It is not intended to define an employee's employment status.

A. PERMANENT FULL-TIME EMPLOYEES: Defined as an employee whose average regular schedule is thirty (30) or more hours per week or sixty (60) or more hours in a fourteen (14) day work period. Such employees shall be entitled to all benefits of this contract.

B. PERMANENT PART-TIME EMPLOYEES:

1. Part-time employees whose annual average work hours are less than thirty (30)
per week, but more than twenty (20) hours per week shall not receive benefits under this contract except as specifically indicated below, provided herein, or as required by State or Federal law.

a. Sick Leave: Part-time employees as defined above shall earn prorated sick leave at the rate of four hours per month.

b. Bereavement Leave: Part-time employees as defined above shall be granted pay for one day of bereavement leave, which must be a scheduled day of work and must be the day of the funeral or private or public service of choice.

c. Status Change: Employees who change employment status from part-time to full-time will be eligible for benefits as provided below. The probation period shall be the initial six (6) months of employment.

2. If the employee has completed his/her probation period prior to changing status from part-time to full-time, he/she shall be eligible for all benefits of a regular full-time employee as provided by this contract.

3. If the employee has not completed his/her probation period prior to changing status from part-time to full-time, he/she shall be required to complete his or her probation period before becoming eligible for benefits of a regular full-time employee as provided by this contract.

ARTICLE 4 - OVERTIME

A. Overtime pay will be in compliance of the federal Fair Labor Standards Act. The overtime provisions are contained in the Fair Labor Standards Act (FLSA). Unless exempt, employees covered by the Act must receive overtime pay for hours worked over 40 in a workweek at a rate not less than time and one-half their regular rates of pay.

B. Distribution of overtime: A sign-up list will be posted on a six (6) month basis for employees wishing to work overtime when it becomes available. Qualified employees wishing to work such overtime must sign this posted list. The Employer will make every effort to equalize such overtime over a six (6) month period within a classification; overtime offered but not worked shall count toward the equalization of overtime.

C. When it becomes necessary to work employee’s overtime within applicable classifications, the employees shall be offered the overtime on a voluntary basis. However, if not enough employees are secured on a voluntary basis, the least senior qualified employee within the classification will be required to work. If required overtime has previously been worked during the workweek, the next least senior qualified employee shall be required to work. For purposes of this article only, qualified shall be defined as an employee who has completed 14 working days at the facility. This section shall be applicable to the following classifications: Full Time Program Instructor, Ward Clerk, Activity Coordinators, Maintenance, Nutrition Worker, Floor Care Worker, Floor Care Assistant, Laundry and Environmental Service Workers.

D. Within the following classifications, a round-robin overtime schedule will be maintained: Registered Nurse, Licensed Practical Nurse, Certified Nursing Assistant, Certified Medication Aide, Restorative Nursing Assistant Transportation Clerk, and Program Instructor. Employees may volunteer to work overtime to be counted toward this mandated overtime when the overtime worked is for a minimum of four (4) hours within the applicable seven (7) day period.

E. Overtime for Certified Medication Aides and Nurses: Following review of minimum staffing, the Employer will attempt to replace a nurse with a volunteer nurse. If there are no volunteers, a nurse will be required to work overtime based on Section E above. If minimum nurse staffing has been met, a Certified Medication
Aide (CMA) will be required to work overtime based on Section E above. If all available CMA’s have worked mandatory overtime during the preceding 30 days, a nurse will be assigned overtime based on Section D above.

F. HOLIDAY OVERTIME:

1. Eligible employees who are regularly scheduled, and work on a Holiday shall be compensated at one and one-half their current hourly rate.

2. The following Holidays will be recognized and observed:

   | New Year’s Day       | Thanksgiving Day   |
   | President’s Day      | Day after Thanksgiving |
   | Independence Day     | Christmas Eve Day   |
   | Labor Day            | Christmas Day       |
   | Veterans Day         | New Year’s Eve Day  |
   | Memorial Day         |                      |

3. Employees shall be eligible for Holiday pay under the following conditions:

   a. Employees must work their last scheduled workday prior to and following the Holiday, unless they are excused by the Employer.

   1. Employees scheduled to work must work the holiday to qualify for the Holiday pay, unless they are excused by the Employer.

   2. If a Holiday falls on a day of paid sick leave, pay from the PTO bank for that holiday shall be issued in lieu of sick pay.

   3. Eligible employees who perform no work on a Holiday may be paid their current hourly rate of pay their normal schedule of hours for the Holiday from their PYO bank.

ARTICLE 5 – PAID TIME OFF (PTO)

A. All full time and part time permanent employees are eligible for paid time off (“PTO”) in accordance with the schedule below. For the purpose of this Paid Time Off policy, “full time” is defined as an employee who is regularly scheduled to work thirty-two (32) or more hours per week, and “part time” is defined as an employee who is regularly scheduled to work more than twenty (20) and less than thirty-two (32) hours per week.

B. Length of service determines the rate at which the employee will accrue PTO. Employees are eligible for PTO in accordance with the following schedule:
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C. No PTO hours will accrue beyond the maximum accruals listed.

D. Employees are required to use available PTO when taking time off from work with the exception of an Employer-required absence.

E. Requests for paid time off must be submitted to the employee’s supervisor at least fourteen (14) days prior to the requested time off. PTO is subject to supervisory approval.

F. PTO will be taken in periods of not less than fifteen minutes.

G. PTO is paid at the employee's straight time rate in effect as of the date PTO is taken. PTO is not factored into overtime calculations for any work week.

H. PTO cannot be used until earned.

I. Employees may not borrow against their PTO banks; therefore, no advance leave will be granted.

J. Upon termination of employment, employees will be paid the all PTO hours accumulated but not used at the regular straight-time rate of pay in effect as of the date of employment termination.

**ARTICLE 6 - SICK LEAVE**

A. **ALLOWANCE**

1. An employee contracting or incurring any non-service connected sickness or disability which renders such employees unable to perform the duties of his/her employment shall receive accrued sick leave with pay to which he/she is entitled.

2. All employees shall be allowed to use accumulated sick leave for illness of members of the employee's immediate family as defined in Article 11, Section A, when the employee is the primary care giver for the family member, not to exceed five (5) days in any twelve (12) month period. Employees shall be allowed to utilize accrued vacation, personal days or unpaid leaves of absence for illness of immediate family or those residing in the immediate household.

3. Full-time employees shall be allowed one (1) day of sick leave for each month of service to a maximum accrual of 928 hours. For purposes of this article a day shall be construed to mean the employee's normal schedule of hours times
the hourly base rate. Part-time employees shall accrue sick leave as provided in Article 2(A) (3). Article 4 (B) (1) (c).

4. Sick leave will be paid on the basis of actual hours of work lost. Employees disabled under the Iowa Worker’s Compensation Law must request the use of accumulated sick leave or PTO to make up the difference between Worker’s Compensation and their regular full salary.

5. Employees on sick leave may use all accrued PTO and paid leave and sick leave accumulation, accrued vacation, personal days and paid leave after all sick leave accumulation has been exhausted. Thereafter, they will be considered to be on an unpaid leave of absence for medical purposes.

B. NOTIFICATION AND DOCTOR’S CERTIFICATE

1. Sick leave pay shall begin on the first (1st) day of absence for illness and notice shall be given by the employee at least one (1) hour prior to his/her department head. Failure to give notice to the department head which is due to carelessness or negligence of the employee, shall result in a forfeiture of one (1) day’s pay to which the employee would otherwise be entitled.

2. The Administration may require an employee to notify a supervisor or designee and/or produce a Doctor’s certificate when the circumstances suggest:
   a. Possible risk or jeopardy to a resident or residents.
   b. Possible risk or jeopardy to the employee or other employees.
   c. Possible sick leave abuse.

3. In any case, other than possible sick leave abuse, the Administration may require an employee to produce the doctor’s certificate before the employee is allowed to return to work. In cases of possible sick leave abuse, no sick leave will be paid unless a doctor’s certificate is supplied in accordance with the Administration’s request.

4. An employee may be required to produce a doctor’s certificate prior to receiving sick leave pay for a sick leave day immediately before or after a non-working day if, during the previous six (6) months, said employee has received pay for a non-verified (doctor’s certificate) sick leave day in conjunction with a non-working day.

ARTICLE 7 - BEREAVEMENT LEAVE

A. In the event of a death in the family of an employee’s spouse, child, step child, foster child, legal ward, parent, step parent, legal guardian, foster parent, sibling or step sibling of a full time employee, that employee shall be granted pay for three consecutive scheduled work days off, one of which shall be the day of the funeral or private or public service of choice. A part time employee shall receive pay for one day, which must be a scheduled day of work and must be the date of the funeral service or private or public service of choice.

B. In the event of a death in the family of an employee’s grandparent, step-grandparent, grandchild, step-grandchild, mother/father in law, brother/sister in law, step-brother/step-sister in law, son/daughter in law,
step-son/daughter in law, the employee will be granted pay for up to 3 consecutive calendar days off one of which shall be the date of the funeral or private or public service of choice. Scheduled days off will be considered as part of the 3 days off when the days off fall within the consecutive bereavement leave. A part time employee shall be granted pay for one day, which must be a scheduled day of work and must be the date of the funeral or private or public service of choice.

C. An employee shall be granted pay for one day which must be the day of the funeral or private or public service of choice for the death of aunts, uncles, nieces, or nephews.

D. Scheduled vacation days within the bereavement period may be rescheduled for liquidation during the remainder of the year.

E. Pay for funeral leave shall be construed to mean the employee’s normal schedule of hours per day, times the hourly base rate.

F. Family relationships defined in Article 12 must emanate from the employee.

ARTICLE 8 - PAID LEAVES OF ABSENCE

A. JURY DUTY: Qualified employees shall be granted a leave of absence with pay any time they are required to report for jury duty. The employee shall be paid the difference between actual jury duty pay and regular pay for the day(s) the employee was on such duty. If an employee is released from jury duty prior to the end of his/her shift, the employee shall report for work.

ARTICLE 9 – UNPAID LEAVES OF ABSENCES

A. Leave of absence, except those enumerated elsewhere in this Agreement, without pay for periods not in excess of six (6) months may, in the discretion of the Administrator/Designee, be granted in writing to any full-time employee who has completed his/her probationary period, providing such employee does not accept employment elsewhere.

B. However, the employer will not be unreasonable in granting such requests. The employee to whom a written leave of absence has been granted shall be entitled, at the expiration of time stated on such leave, to be reinstated to the position at the prevailing wage rate for that position. The Union shall be provided with a copy of the written leave, by the Employer, at the time such leave is granted.

C. During an unpaid leave of absence, an employee:

1. Will not receive compensation from the Employer.
2. Will not earn vacation or sick leave.
3. Will not collect sick leave benefits.
4. Eligible employees must pay total or pro-rated portion of group hospital and medical and group insurance premiums, reflecting an amount based on the length of the unpaid leave.
5. Shall receive no other benefits during the period of the absence.

D. MILITARY LEAVE: Employees shall be eligible for military leave whether paid or unpaid per Federal Law or regulation.
E. FAMILY AND MEDICAL LEAVE ACT

1. The Dubuque County Family Medical Leave Policy shall set forth procedures and guidelines on employee use of Family Medical Leave as required by the Federal Family Medical Leave Act.

2. An employee on a Family and Medical Leave Act Leave will continue to accrue seniority. However, no benefits will accrue during the period of the leave.

3. An employee may, upon approval from the appropriate department head, hold a specific number of days for pre-approved paid time off. The process for approval or disapproval of the set aside of paid time off days is not subject to the grievance procedure.

4. An employee will be granted twelve weeks of unpaid Family & Medical Leave after sick leave and special accumulation and other paid time off has been exhausted. An employee will not be able to use paid personal sick leave for care of a family member, except as provided in Article 10, Section 1(B).

F. NOTIFICATION

1. If an unpaid or paid leave has been granted, for a period of time less than the maximum provided for in this contract, an extension may be granted provided:

   a. A new Leave of Absence Form is completed;

   b. Such written request is made a minimum of ten (10) days prior to the expiration of the original request.

2. Failure to seek an extension as provided above or to return on the date so noted on the current, approved, leave of absence form may be considered the same as a voluntary quit.

3. Failure to notify the employer two weeks before the end of an unpaid leave that the employee intends to return to work shall be considered a voluntary quit.

4. Section B of this Article is applicable to this section.

ARTICLE 10 - WAGE PLAN

A. WAGES:

1. Appendix A details the wage schedule for FY18, which will be in effect from July 1, 2018 through June 30.

2. The FY19 wage schedule, which will be in effect from July 1, 2018 through June 30, 2019, will be determined by either 1.5% or the Bureau of Labor CPI-U, whichever is less.

3. The FY20 wage schedule, which will be in effect from July 1, 2019 through June 30, 2020, will be determined either by 1.5% or the Bureau of Labor CPI-U, whichever is less.

B. SHIFT DIFFERENTIALS: All full time and part time employees working the second shift shall be paid an additional fifty (.50) cents per hour. All full time and part time employees working third shift shall be paid
an additional eighty (.80) cents per hour.

C. DIFFERENTIALS FOR MEDICATION AIDES & RESTORATIVE NURSING ASSISTANTS: Medication Aides and Restorative Nursing Assistants will be paid an additional seventy-five cents ($0.75) for all hours worked in those two classifications.

D. PAY PERIOD: The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week. In the event this day is a Holiday, the preceding workday shall be the pay date. All paycheck stubs shall include regular hours worked, overtime hours worked, gross pay, all deductions withheld and net pay. Effective July 1, 2011, all new employees are required to directly deposit their payroll earnings to a financial institution of their choice.

E. WAGE SCHEDULE: When any position in the bargaining unit not listed on the wage schedule is established, the Employer shall designate a job classification and rate structure for the position.

F. TIME RECORDS: Computer generated time sheets shall be the official time notice upon which the employee's time is calculated. All employees shall be paid for all time worked, as recorded on time sheets, or as verified by Department Heads in writing. No one shall swipe in or out for any other employee or otherwise falsify time records. Any employee found doing so will be subject to disciplinary action, including discharge.

G. When change to daylight savings time occurs, employees who are working shall be paid overtime only in accordance with the Fair Labor Standards Act. When the change to Central Standard Time occurs, employees shall be paid only for hours actually worked.

H. STEP INCREASES: For all employees the step schedule will reflect a Hire Step, Step 1 at 6 months upon completion of probationary period, and then annually by anniversary date.

ARTICLE 11 - REPORT AND CALL-IN

A. Any employee who is scheduled to work for four (4) hours or more and who presents himself/herself as scheduled, shall be assigned a minimum of four (4) hours of work, unless the employee requests to leave work prior to the completion of the four hours, and the request is approved by the employee’s supervisor.

B. Any employee called to work outside of his or her regular scheduled shift shall be assigned a minimum of three (3) hours of work at the appropriate rate unless the employee requests to leave work prior to the completion of the three hours and the request is approved by the employee’s supervisor or designee.

C. Maintenance employees who are designated by the employer to be on on-call pay status shall be readily accessible by telephone or beeper. Employees who are designated to be on on-call shall receive 10% of their normal hourly rate of pay for time spent on-call. A minimum of one (1) hour pay shall be paid to maintenance workers who are called into work when in on-call status. Time spent actually working shall not be counted in determining hours spent on on-call status.

ARTICLE 12 – SENIORITY

A. DEFINITION: Seniority means an employee's length of continuous service with the Employer since his/her last date of hire. Employees hired on the same day shall appear on the seniority list on the basis of the last four digits of their Social Security number; the employee having the lowest four digit number shall be deemed to have the greatest seniority, and so on.

B. PROBATIONARY PERIOD: The probationary period shall be six (6) months of employment. During such time the employee shall have no seniority rights or recourse to the grievance procedure. If the employee is retained, the seniority rights shall be credited from the date of hire. Upon successful completion of this probationary period, employees shall be entitled to benefits accrued but not granted, from the initiation of
the probationary period. Scheduled days not worked shall not be part of the probationary period.

C. SEPARATION FROM EMPLOYMENT: In order to maintain effective operation of the Home, it is recognized by the parties that employees are expected to give the Employer at least two (2) weeks’ notice before voluntarily terminating employment. Any sick leave taken during the last two weeks of employment following notice of termination must be verified with a statement from the employee’s physician. Sick leave taken under the provisions of Article 9, Section 1, Subsection B shall not require physician verification.

D. SENIORITY: The Employer shall post a current seniority list showing the continuous service of each full-time employee. A copy of the seniority list shall be furnished to the local union upon request.

E. JOB POSTINGS:

1. Whenever a job opening occurs, other than a temporary opening as defined below, in any existing job classification within the bargaining unit, or as a result of the development or establishment of new classifications within the bargaining unit, a notice of such opening shall be posted for five (5) working days. For purposes of this article five (5) working days is defined to mean five calendar days for departments in continuous operation. During this period employees on layoff may complete the job bid per Job Posting policy and procedure.

2. The posting shall include the job, if full or part-time, and the rate of pay.

3. In filling job vacancies or new positions, most senior qualified employee defined within job descriptions for the following positions will be considered first: Cook, Ward Clerk, Maintenance Technician, CNA, PI, RN, LPN, Medication Aide, OT Assistant, Activity Coordinator and Floor Care Maintenance Worker shall be granted the position.

4. For all other posted positions without special qualifications, employees within the bargaining unit having the most seniority will be awarded the position. If no bids are received from within the bargaining unit, the position may be filled from outside the unit.

F. JOB BID PROCEDURE:

1. Employees interested in bidding on a posted position must complete a job bid form and have the form verified by the Department Head posting the position or the Management designee.

2. Employees shall retain one copy of the job bid for their reference. One copy or top half will be submitted to the Management designee. The Management designee will forward bids received to the Department Head for review. Bidding forms are completed for posted positions with information related to the approved Dubuque County Personnel Requisition. Job bidding does not guarantee work assignments within a classification, scheduled days or weekends. Work assignment and/or schedule changes will be granted based on availability and efficient operations of the facility.

3. Employees offered the position will be given two days to either accept or decline the position. Employees offered the position, but choose to decline, must sign the job bid form indicating their intent to withdraw their name from consideration and return it to the Department Head who posted the position or to the Management designee.

4. Copies of the posting and bid forms will be given to the Union for their...
records after the position is awarded. The original posting and bid forms will be kept on file. The Management designee will be responsible for maintaining files on all job postings and bids.

G. TRIAL PERIOD:

1. An employee shall be granted a thirty (30) day trial period, if selected under this article, to determine:
   a. His/Her ability to perform a job.
   b. His/Her desire to remain on the job.

2. During the thirty (30) day trial period, the employee shall have the opportunity to revert to his/her previous position. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to him/her in writing by the employer with a copy to the Union.

3. Employees who accept the assignment within this procedure shall not have the right to bid again for 120 days. The employer has the right to require the employee to remain in the job for up to a fourteen day period to provide time to reschedule, notify his/her replacement, etc. The job shall not be reposted provided that one or more less senior, but qualified employees had signed the original posting. If the employee does not actually begin the new position within 21 days from the date that the assignment is made, the 120-day provision does not apply.

4. When moving from one classification to another in the same pay range (lateral transfer), the employee will be paid the same rate of pay as that of their classification.

5. When moving from one classification to another in higher pay range (promotion) the employee will be placed in that step of the new pay range which will afford them at least a fifteen cent ($0.15) raise.

6. When moving from one classification to another in a lower pay grade (demotion) the employee will be placed in that step which will afford the employee the least diminution of pay.

H. TEMPORARY JOB OPENINGS.

1. Temporary job openings will be posted stating the approximate term of the temporary opening, the position, and the name of the employee who previously held the position. The job opening will be filled by the Employer from the posting procedure; however, if no employees voluntarily post for the position, the least senior qualified employee may be required to fill the position until a temporary employee can be hired. Persons already employed in a department when temporary job openings (of less than 4 months) occur shall be given preference over those bidding from other departments.

2. Permanent part-time and full-time employees who fill temporary job openings shall retain their seniority rights and continue to accrue benefits during the time that they fill temporary openings.

3. Temporary employees, other than those permanent full and part-time employees who bid into temporary positions, are not entitled to benefits of this contract, including bidding rights unless employed for a period of four (4) months or more as required by State or Federal law.
I. PROFESSIONAL CLASSIFICATION

1. For the purpose of section I. of Article 17, the RN and LPN classifications are recognized as professional classifications.

2. When an employee in a "non-professional" category moves into a position that is classified as "professional" the employee will maintain seniority for the purpose of computing benefits only. An employee's seniority will not apply for an initial bid from a non-professional position to a professional position if persons already in the professional category bid on the position.

3. Seniority dates for persons moving from non-professional to professional classifications will be maintained as date of hire for accrual and use of paid time benefits including vacation, personal leave, holiday and sick leave benefits.

4. Seniority dates for the purpose of bidding on subsequent professional positions will be the date the employee moves into the professional position.

ARTICLE 13 - GRIEVANCE PROCEDURE

A. A grievance is a difference of opinion between an employee or a group of employees or between the County and the Union with respect to the meaning, interpretation or application of any terms of this Agreement. Labor and Management urge that the aggrieved employee and steward orally resolve the issue(s) with their immediate supervisors and department head without jeopardizing their rights under this section. If there is failure to obtain relief the grievance shall be handled in the following manner:

B. Step 1: The Union steward, with permission of the employee, or the individual employee, shall present the grievance in writing to the Administrator within ten (10) working days of the date of the occurrence of events giving rise to the grievance or of when the employee should have had knowledge of its occurrence. The Administrator shall respond to the Union Steward in writing within 10 working days.

C. Step 2: If the grievance still remains unadjusted, it shall be presented by the Union steward to the designee of the County Board of Supervisors in writing within four (4) working days after the response of the Administrator is due. Management shall respond in writing to the Union Steward of the employee within four (4) working days of such grievance being presented. Time limits may be extended by mutual consent.

D. Step 3: If the grievance is still unsettled, the Union Steward may, within fifteen (15) days after the reply of the County Board of Supervisors or their designee is due, by written notice to the Employer, request arbitration. The arbitrator to be selected by the parties within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the Iowa PERS shall be requested by either party or both parties to provide a panel of five (5) arbitrators. One of the parties shall have the right to strike the first name; the other party shall strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The arbitrator shall conduct a hearing on the grievance within a reasonable time and shall be empowered to rule on all disputes concerning the interpretation and application of this agreement. However, he she shall have no power to change or amend the terms, conditions or application of this Agreement or those made supplementary hereto. The decisions reached by the arbitrator shall be final and binding upon the parties. Unless otherwise agreed to and by the Employer and the Union. The decision of the arbitrator and the findings upon which it is based shall be in writing and the copies thereof presented to each party within thirty (30) days from the date of the hearing and arguments terminate. Expenses for the arbitrator’s services and the proceedings shall be borne equally by the parties involved. However, each
party shall be responsible for compensating its own representative and witnesses. Failure on the part of the Employer or the Union to make timely filing or appeal except for Step 1 of the procedure shall cause the grievance to progress to the next step.

ARTICLE 14 - GENERAL

PHYSICAL EXAMINATIONS: The Employer shall provide required exams through the designated occupational health vendor for employees without health insurance coverage. Employees with health insurance will use their own physician for required health exams. The Employer will provide reasonable notice to the employee when required exams are due.

ARTICLE 15 - TRADING TIME

An employee shall have the right to change a work day with another employee upon their mutual agreement and with approval of the department head/designated representative. Such changes of work days will not result in overtime compensation that would not have normally been paid. The County will not be responsible for enforcing any agreements between employees. The exchange is not for the purpose of engaging in outside employment. Trades may only take place between employees of equal classifications.

ARTICLE 16 - EMPLOYEE/PATIENT RELATIONSHIPS

Both the Union and the Employer recognize their duty to provide the best possible care, physical and emotional, for the residents they serve. The Employer agrees, therefore, to make training programs available, on work time, dealing with all facets of patient care.

ARTICLE 17 - DURATION OF CONTRACT

A. This Agreement shall be binding on both parties and shall commence on July 1, 2017, and shall remain in full force and effect through June 30, 2020.

B. Notice of intent to negotiate a succeeding Agreement to become effective on July 1, 2019 shall be given after August 15, 2019 but not later than October 31, 2019 for the purpose of negotiating the above terms.

C. In the event one of the parties desires to otherwise alter, amend or change this Agreement, and proper notice is given, but agreement between the parties to the proposed alteration, amendment or other change is not reached prior to the expiration date of this Agreement, it shall remain in full force and effect until the parties shall agree to the proposed alteration, amendments or other changes.
SIGNATORY CLAUSE

DATED THIS 10TH DAY OF JULY 10, 2017

FOR DUBUQUE COUNTY:

Jay Wickham, Chairperson,
Dubuque County Board of Supervisors

Mary Ann Specht, Dubuque County
Personnel Director

Cris Kirsch, Administrator
Sunnycrest Manor

FOR THE UNION:

Robin White, A.F.S.C.M.E.
2843 Representative

Joe Henry, President
A.F.S.C.M.E. Local 2843

ATTEST:

Mary J. Habel, Deputy County Auditor
## APPENDIX A
SUNNYCREST MANOR  WAGE PLAN
Fiscal Year 2018
July 1, 2017 through June 30, 2018

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