

**LABOR AGREEMENT**

**between**

**GOOD SHEPHERD, INC.**

**and**

**UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION DISTRICT LOCAL NO. 431**

**10-1-2022 - 9-30-2025**

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## LABOR AGREEMENT

**THIS AGREEMENT** made and entered into this 1<sup>st</sup> day of October, 2022, by and between **GOOD SHEPHERD, INC.**, an Iowa corporation, its successors or assigns, hereinafter referred to as "**EMPLOYER**," and **UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL NO. 431**, hereinafter referred to as "**UNION**."

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth herein the basic terms of agreements covering wages, hours and conditions of employment to be observed by the Employer and by the Union.

In consideration of the mutual promises and agreements between the parties hereto and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

### **ARTICLE 1: RECOGNITION OF THE UNION**

1.01 - The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows:

All regular full-time and regular part-time employees employed at the Employer's Geriatric Center at 302 Second Street NE, Mason City, Iowa, and the Health Center located at 324 Second Street NE, Mason City, Iowa; excluding office clerical employees, registered nurses, licensed practical nurses, guards and supervisors as defined in the National Labor Relations Act, as amended.

### **ARTICLE 2: UNION SECURITY**

2.01 - The Employer agrees to deduct union dues, initiation fees and assessments from the wages of employees in the bargaining unit who provide the Employer with a voluntary, written authorization, which shall not be revocable for a period of more than one (1) year, or beyond the termination of this Agreement, whichever occurs sooner. Such deductions shall be made by the Employer from the wages of employees on a semi-monthly basis. Deductions shall be divided equally between the two pay periods each calendar month and will be transmitted to the Union by the tenth day of the

following month.

- 2.02 - The Employer shall furnish the Union with a list of the employees for whom union dues are being transmitted and amount for each employee.
- 2.03 - In the event no wages are then due the employee or are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first wages of an adequate amount next due the employee and thereupon be transmitted to the Union.
- 2.04 - The Union agrees to hold the Employer harmless from any liability incurred by the deduction of union dues, initiation fees or assessments from the wages of employees in the bargaining unit as provided by this Section.
- 2.05 - Employer shall furnish the Union with the names, addresses, telephone numbers, job class and date of hire on a monthly basis.

### **ARTICLE 3: MAINTENANCE OF STANDARDS**

- 3.01 - No employee shall, as a result of this Agreement, suffer any reduction in wages nor lose any hours or working conditions previously granted by the Employer.
- 3.02 - Further, this Agreement provides minimum standards only and shall not prevent this Employer from granting additional payment of benefits so long as such granted is not otherwise violative of this Agreement or state or federal laws.

### **ARTICLE 4: MANAGEMENT PREROGATIVES**

- 4.01 - The Company retains the exclusive right to manage the business; direct the work force (including but not by way of limitation, the right to hire, promote, suspend, discharge, layoff because of lack of work); discipline employees for cause; decide the number of and the location of the departments; method and schedules of work; and to determine the means of serving its residents. However, none of these functions of management shall be exercised so as to abrogate any specific provisions of this Contract or to discriminate against the Union or any employee.

### **ARTICLE 5: SENIORITY**

- 5.01 - Seniority shall be defined as the length of continuous employment with the Employer. Under this definition, the last employee hired shall be the first to be laid off. Temporary

absence from work, as set forth in this Agreement, shall not break seniority. Seniority may be broken only by quit, justifiable discharge, if an employee has been continuously laid off for a period of more than one (1) year, failure by an employee to notify the Employer within three (3) days of recall that he/she will return to work, failure of an employee to return to work after recall from layoff within seven (7) days from the date of notification of recall or failure of an employee to return to work in accordance with the terms of leave of absence. Recall to work shall be governed by the same principles of seniority.

- 5.02 - Regular full-time employees shall be those employees who are regularly scheduled to work sixty (60) hours or more in a two (2) week period.
- 5.03 - Part-time employees shall be those employees who are regularly scheduled to work less than sixty (60) hours in a two-week period. Part-time employees scheduled hours will fluctuate based on facility need to provide resident care.
- 5.04 - Full-time employees who are **regularly scheduled** an average of thirty (30) hours per week and who average working less than thirty (30) hours per week for any three (3) consecutive months will revert to part-time status.

Part-time employees who can be consistently scheduled thirty (30) hours per week and have indicated in writing a desire to have full-time status and who average working thirty (30) hours or more per week for a six (6) month period of time will obtain full-time status.

- 5.05 - Temporary or casual employees are those who are not regularly scheduled to work either full or part-time, but are on a call-in basis. A temporary or casual employee shall not remain as such for more than sixty (60) days, except for the provision concerning summer employees covered later in this Agreement.
- 5.06 - Seasonal or on-call employees are those who are not regularly scheduled to work either full or part-time, but are available on specific days and/or seasons, i.e., weekends, holidays, vacations or school breaks.
- 5.07 - The following are the categories of employment of regular full-time employees, and seniority within each category shall prevail:

- Dietary
- Nurses aides
- Housekeeping
- Laundry



5.08 - The following are the categories of employment of regular part-time employees, and seniority within each category shall prevail.

- Dietary
- Nurses aides
- Housekeeping
- Laundry

5.09 - The Employer upon request shall furnish the Union a current seniority list and shall post the list covering all employees on a quarterly basis.

5.10 - The Union may appoint one (1) Union steward per shift for each of the following departments:

- Dietary
- Nurses aides
- Housekeeping
- Laundry

The Union shall furnish the Employer with the names and mailing addresses of all Union stewards thus appointed, and shall promptly notify the Employer of any replacements of the original Union stewards appointed and shall furnish their mailing addresses. Irrespective of actual date of hire, the person occupying the position of Union steward shall be at the top of the seniority list in each department solely for the purpose of determining layoffs; it is specifically agreed this shall not apply to wages or other fringe benefits.

5.11 - Any controversy over seniority shall be subject to adjustment, settlement and arbitration in the same manner as other controversies arising under this Contract.

5.12 - If any new job classifications are created, the rate of pay shall be negotiated at that time between the Union and the Employer.

5.13 - New full-time and part-time employees will be on a ninety (90) day probationary trial period and may be discharged during the probationary trial period by the Employer without the necessity for establishing just cause or any other excuse. If the Employer has a question concerning the qualifications of a new full-time or part-time employee, it may request from the Union an extension of the probationary period which the Union will grant for a minimum of sixty (60) days if requested by the Employer. Discharges during the probationary period or any extension thereof may not be the subject for the grievance or arbitration procedures provided for in this Agreement nor give rise to any other right or claim of

relief on the part of such employee. However, after the full-time or part-time employee has successfully completed his or her probationary period, his or her seniority date shall revert back to the beginning date of his or her employment. During such probationary trial period, all other terms and provisions of this Agreement shall apply unless otherwise exempted herein.

## **ARTICLE 6: JOB BIDDING AND POSTING VACANCIES**

- 6.01 - **Advance Bidding: Notification by Employees to Employer Before Job Vacancy Exists.** Any bargaining unit employee desiring to change his/her job category, permanent scheduling of hours of work and/or change in job classification from part-time to full-time employment or full-time to part-time employment, may give written notice of his/her desire to the Employer on forms furnished by the Employer. When a vacancy occurs, the Employer shall select the replacement for the vacancy from those employees giving written notice in this manner. If more than one (1) employee applies for the same position, the employee having the greater seniority shall be selected. All advanced bids expire on December 31 of each year and new bids need to be resubmitted if an employee is still interested in the job.
- 6.02 - **Job Posting.** Employer shall give written notice of job vacancy by posting upon an appropriate bulletin board a notice that a job vacancy exists, setting forth therein the job category and schedule of work hours. This notice shall be posted for five (5) calendar days, but during these five (5) calendar days the Employer may temporarily assign any employee to fill this vacancy.
- 6.03 - The Employer shall fill vacancies, in the first instance, from persons bidding who are in the same job category, irrespective of whether full-time or part-time employees. If the vacancy is not filled in this fashion, the bids of employees in job categories other than the one in which a vacancy exists shall next be considered.
- 6.04 - Employees filling the vacancy of a posted position will fulfill the schedule requirements of the position without requesting adjustments for number of hours/shifts or specific days to work.
- 6.05 - An employee from a different job category shall be a probationary employee in his/her new job category for a period of ninety (90) working days. During this probationary period, the Employer shall have the exclusive right to determine the qualification of the employee in the new job classification, but the Employer shall not exercise this power of judgment in an arbitrary or capricious manner.

- 6.06 - In the event an employee bidding on a new job category is found not to be qualified, his/her employment status shall revert to the job category he/she had immediately prior to bidding upon the new position.
- 6.07 - If an employee successfully completes his/her trial period, he/she will not be eligible to bid upon another job for a period of six (6) months.

#### **ARTICLE 7: HOURS OF WORK**

- 7.01 - Work schedules shall be posted at least one (1) week prior to the start of the work period (a work period is defined as one (1) week).

Vacation and requests for specific days off must be submitted by the 5<sup>th</sup> day of the prior month. Vacation requests will be considered prior to other requests. Vacation requests may include a recognized holiday only once each year. Requests may not always be able to be granted. Requests and vacations submitted after the 5<sup>th</sup> day of the prior month may not be considered. In the event that implementation of new scheduling software programming cannot accommodate fulfilling requests for days off, this paragraph will be null and void.

- 7.02 - If the Employer makes a change in the work schedule of any individual employee, a five (5) day notice of the change in the work schedule of the individual employee shall be given by the Employer to the individual employee, absent unavoidable or emergency conditions.
- 7.03 - Employees shall normally be scheduled so that they shall not be required to work more than two (2) weekends out of four (4); except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving residents of needed care, or, further, by mutual agreement of the Employer and employee, provided, however, that employees may be scheduled on a specific rotation that will provide every third weekend off and that weekend consisting of three (3) consecutive days off. Employees will be notified thirty (30) days in advance of implementation of this specific rotation.
- 7.04 - Schedules shall provide employees with a twelve (12) hour rest between shifts, except in cases of emergency, or where such break time cannot be given as the result of the use of rotating schedules or at the request of the employee.

- 7.05 - Full-time employees shall not be scheduled to work for more than five (5) consecutive days unless overtime pay is paid for work in excess of five (5) consecutive days. This shall not apply to part-time employees.
- 7.06 - An employee reporting to work at his/her regularly scheduled starting time who has not previously been notified not to report for work shall receive a minimum of four (4) hours of work for that day or, in lieu thereof, four (4) hours' pay, except for employees who regularly work a three (3) hour shift.
- 7.07 - Employees who are called in to work outside their regularly scheduled work shifts shall receive a minimum of four (4) hours' pay, or pay for hours actually worked, whichever is greater, at their regular rate of pay, except for employees who regularly work a three (3) hour shift.
- 7.08 - Overtime pay shall be paid at the rate of one and one-half (1½) times the regular rate of pay.
- 7.09 - All employees shall be paid overtime pay for all hours worked over eight (8) hours a shift or for all hours over eighty (80) worked in a two (2) week period. Employees who are regularly scheduled for twelve-hour (12-hour) shifts, overtime pay shall be paid for all hours worked over twelve (12) hours. A week commences on Sunday and ends at midnight the Saturday immediately following. Overtime shall not be pyramiding.
- 7.10 - Should a member of the bargaining unit, voluntarily and on his/her own initiative, wish to work as a fill-in for other members of the bargaining unit who are scheduled to work but wish to have the scheduled workday off, the Employer shall not be obliged to pay overtime pay for the hours thus worked as a fill-in. Employees will limit trading of shifts to no more than three (3) per month and each trade request must be submitted to the Staff Coordinator a minimum of two (2) business days (Monday-Friday and not holidays) prior to the date of the trade. Trading without proper authorization may be a basis for written counseling and the employees involved may lose the privilege to trade for a period of three (3) or more months.
- Employees who trade and do not work the shift as traded will not be eligible for future trades for a period of three (3) months.
- Trades will be for half (4 hours) and full shifts, and not for a partial shift.
- 7.11 - Employees calling in sick or absent on a scheduled, **traded or picked up weekend** will be required to make up the weekend missed.

Employees calling in sick or are absent on a scheduled weekend will make up the weekend at the date and time determined by Administration Staff. Employees calling in sick or are absent must contact the Staff Coordinator by 2:00 o'clock p.m. the first business day following the weekend absent to receive make-up assignment. Employee will work the make-up as assigned and if not able will arrange a trade with a co-worker.

Weekend makeup will not be required if employee is admitted to a medical hospital. This does not include treatment in an emergency room.

## **ARTICLE 8: RATES OF PAY AND RELATED MATTERS**

- 8.01 - **Pay Period.** The pay period begins two (2) Sundays prior to pay day and ends the Saturday prior to pay day.
- 8.02 - **Pay Days.** The employees shall be paid every other Friday.
- 8.03 - Pay scale for regular employees, full and part-time:
- a. **October 1, 2022, to September 30, 2023: See Table No. 1.**
  - b. **October 1, 2023, to September 30, 2024: See Table No. 2.**
  - c. **October 1, 2024, to September 30, 2025: See Table No. 3.**
- 8.04 - **Term of Wage Scales.** The foregoing wage scales shall remain in effect from October 1, 2022, through September 30, 2025.
- 8.05 - **Differential.** Effective October 1, 2007, a seventy-five cent (\$.75) per hour differential rate will be given to Certified Nurse Assistants and Medication Aides working any shift starting between 2:00 p.m. and 7:59 p.m. Effective October 1, 2007, a one dollar (\$1.00) per hour differential rate will be given to Certified Nurse Assistants and Medication Aides working any shift starting between 8:00 p.m. and 12:00 a.m. Effective October 1, 2022, a one dollar (\$1.00) per hour differential rate will be given to Certified Nurse Assistants and Medication Aides working any shift starting between 2:00 p.m. and 10:00 p.m. and a one dollar and twenty-five cents (\$1.25) per hour differential rate will be given to Certified Nurse Assistants and Medication Aides working any shift starting between 10:00 p.m. and 6:00 a.m. A CMA will receive \$1.00 more per hour than the CNA wage they would be working for during that time if working as a CMA.

- 8.06 - **Prior Experience**. Employer will not hire employees at a rate above the starting wage schedule unless the employee being hired has qualifications, prior experience and/or education to justify same. It is understood that in no instance will an employee be hired at a rate above the top of the pay scale.
- 8.07 - **Flat Wage**. Employees working as CNA's are eligible to receive a flat wage of \$20.00/hr. If opting for the flat wage, employees are waiving all benefits including: Employer contributions towards health, dental, and vision insurance, employee contributions to 503b, vacation accrual, sick pay and all associated payouts, educational assistance, and holiday pay if not working the holiday. Employees are required to follow all other employee and union guidelines and subject to 8/80 employment rules like any other employees.

#### **ARTICLE 9: REST PERIODS AND LUNCH PERIODS**

- 9.01 - All employees working seven (7) or more hours a shift shall be entitled to one (1) rest period, thirty (30) minutes in duration, with pay. Employees shall not leave the facility during their rest period. So far as possible and still provide adequate care for the needs of residents, the lunch period shall be scheduled by the Employer as near as possible to the midpoint of the work period.
- 9.02 - The Employer shall schedule the rest periods so as not to leave any working station understaffed in such a manner that the needs of residents cannot be met.
- 9.03 - The Employer shall have the right to schedule rest periods.

Nursing Department employees will request permission from their supervisor/Charge Nurse prior to leaving the work area and notify the same person upon returning to the work area.

- 9.04 - All employees who work five (5) hours or more, but less than seven (7) hours, shall be entitled to one (1) fifteen (15) minute rest period under the same conditions as designated in the paragraphs immediately preceding. Employees working less than five (5) hours a day shall not be entitled to a rest period.

#### **ARTICLE 10: SICK PAY**

- 10.01 - Employees with a seniority date of October 31, 1988, or before shall earn sick leave at the rate of one and one-half (1½) days per month. Employees with a seniority date of November

1, 1988, or later shall not earn sick leave during the first six (6) months of their employment and will not be entitled to any sick pay during the first six (6) months of employment. Sick leave shall be earned at the rate of one and one-half (1½) days per month up to a maximum accumulation of ten (10) days/eighty (80) hours. On the first pay period of December, unused accumulated sick leave for each individual employee will be paid fifty percent (50%) to them and the balance will be carried over as accumulated sick leave. (For example, if an employee has five (5) days then two and one-half (2½) will be paid in cash and the other two and one-half (2½) days will remain as accumulated sick leave.)

10.02 - Employees shall not receive sick pay for the first day of their absence from work due to illness unless the period of illness exceeds one (1) week, and in that instance, the first day of sick pay shall be paid retroactively; sick pay shall be paid for illness of one (1) week or less commencing on the second day of illness.

10.03 - The Employer may require the employee to furnish a doctor's excuse to substantiate the employee's inability to work and claim for sick pay.

10.04 - The Employer may grant additional sick leave in the sole discretion of the Employer in the event an employee suffers a catastrophic illness and has used all of their earned sick leave.

#### **ARTICLE 11: VACATIONS**

11.01 - Employees shall receive the following vacations which shall be at the regular straight time rates:

Employees with one (1) year of service shall receive one (1) week of vacation.

Employees with two (2) years of service shall receive two (2) weeks of vacation.

Employees with five (5) years of service shall receive three (3) weeks of vacation.

Employees with eight (8) years of service shall receive four (4) weeks of vacation.

Employees with twenty (20) years of service shall receive five (5) weeks of vacation.

11.02 - Vacation pay shall be computed by taking the last year's total

paid hours, including vacation days, holidays, etc. computed from the employee's individual anniversary date and dividing it by fifty-two (52) to determine the weekly amount of vacation pay. Employees shall be entitled to remain away from work for seven (7) days for each week of vacation.

- 11.03 - If a holiday for which an employee would otherwise be entitled to receive holiday pay falls during the vacation of an employee, the employee shall also receive holiday pay for that day in addition to vacation pay.
- 11.04 - Due consideration shall be given the scheduling of vacations. Vacations requested three (3) months or more in advance shall receive a response from employer at least seventy-five (75) days in advance of the requested vacation. Vacations requested less than three (3) months in advance shall be subject to approval based on resident care needs and on a seniority basis.
- 11.05 - Employees who elect to resign and give a two-week/fourteen (14) day notice of termination of employment will be entitled to receive vacation pay in lieu of vacation to the extent that such vacation pay has been earned on the date of termination of employment.
- 11.06 - No employee shall be entitled to receive vacation pay unless he/she works his/her scheduled work assignment for the work period immediately prior to the commencement of his/her vacation and, also, works his/her regularly scheduled work assignment immediately following the termination of his/her vacation.
- 11.07 - Employees discharged for just cause shall forfeit all rights to earned but unpaid vacation pay.
- 11.08 - No vacations can be taken between December 22 and January 2 of each year.
- 11.09 - An employee with two (2) or more years of seniority is given the ability to take two (2) weeks of vacation one (1) day at a time.

## **ARTICLE 12: FUNERAL LEAVE**

- 12.01 - Employees shall be allowed paid time off at regular straight time rate up to but not to exceed five (5) workdays as normally scheduled for the employee in the case of the death of the employee's spouse or child, stepchild (biological or legally adopted) or parent. Employees shall be allowed paid time off at regular straight time rate up to but not to exceed three (3)



workdays as normally schedule for the employee in the case of the death of brother, sister, father-in-law, mother-in-law, current stepparent, grandchild or grandparents, or any relative residing with the employee or with whom the employee resides. It is understood that payment for such time off may include but not extend beyond the day after burial if such day is a workday. Moreover, if the employee is notified of such death while at work, he/she shall be excused from further work on that day without loss of pay and the time off provided for above shall begin with the following day.

12.02 - These time limits may be extended by the Employer if requested by the employee and there is good cause shown.

### **ARTICLE 13: HOLIDAYS**

13.01 - The following are recognized as holidays under this Labor Agreement:

New Year's Day	July 4
Easter	Labor Day
Memorial Day (or the day designated nationally in lieu thereof)	Thanksgiving Day Christmas Day

13.02 - Full-time employees shall receive holiday pay based on the average number of hours worked per working day by the employee during the month preceding the holiday, or the hours actually worked by the employee, whichever is greater. If a holiday is a scheduled workday, the employee shall receive his/her normal pay plus holiday pay. Employees are not guaranteed any specific holiday(s) off. Employees wanting a specific holiday should submit a request for same. Requests will be granted according to seniority, number of previous holidays off, if holiday was off in the prior year, and resident care requirements. If an employee's scheduled weekend to work coincides with a holiday off, the weekend scheduling will prevail.

13.03 - The holiday pay of any employee shall be forfeited if he/she fails to work the last scheduled workday prior to the holiday and the first scheduled workday after the holiday unless absence from work is due to illness (Employer may require a doctor's certificate), accidental injury, or authorized funeral leave, or an approved vacation.

13.04 - Employees are not entitled to holiday pay for holidays not worked during the first six (6) months of employment. If the employee works a holiday, he/she will receive holiday pay as set out in Article 13.02.

**ARTICLE 14: GRIEVANCE AND ARBITRATION PROCEDURE**

14.01 - Should any difference, dispute or complaint arise over the interpretation or application of this Labor Agreement, an earnest effort shall be made by the parties hereto to settle the dispute promptly through the following steps:

Step 1: By conference between the Union steward, aggrieved employee or business agent of the Union and the Employer's representative.

Step 2: If the grievance is not resolved by following the procedure set forth in Step 1, it shall be reduced to writing and shall specify in detail the alleged violation of the Contract. This written notice shall be served no later than then (10) calendar days following the date of the occurrence, except that any grievance based on alleged errors in the computation of pay shall be served within ten (10) days after the employee has received his/her paycheck. Written notices may be served by either the Union or the Employer and shall be served in the manner and given to the individuals representing the respective parties in the manner set forth elsewhere in this Labor Agreement.

Within ten (10) calendar days following receipt of the grievance by the Employer, representative of the Employer and the Union shall meet and endeavor to resolve the grievance. The time of this meeting may be extended by mutual consent.

Step 3: If the grievance is not resolved by following the procedures set forth in Steps 1 and 2, the matter shall be referred to the designated Union representative and the designed attorney or CEO of the Employer for their decision.

Step 4: If the grievance is not satisfactorily resolved by following the procedures set forth in Steps 1, 2 and 3, either party after these three steps have been exhausted, or waived, may request, with reasonable promptness, in writing, that the matter be submitted to arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter set forth.

The arbitrator shall be a neutral arbitrator the

parties agree on and the expenses of the arbitrator shall be paid equally by the Union and the Employer. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name. The process will be repeated with reasonable promptness, and the remaining person shall be the arbitrator.

14.02 - The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of this Labor Agreement respecting the grievance in question but he/she shall not have the power to alter or modify the terms of this Labor Agreement. With respect to arbitration involving the discharge or discipline of an employee, the arbitrator shall determine if the discharge or discipline was for just cause and he/she shall further determine if the penalty imposed was reasonable and proper. He/she shall have the authority to vacate, modify, or affirm action previously taken, and, in appropriate cases, to order payment of back wages to the employee.

14.03 - The Employer shall have the right to call a conference with the shop stewards and/or officials of the Union for the purpose of discussion grievances, criticisms, quality of resident care, and other problems.

#### **ARTICLE 15: LEAVES OF ABSENCE**

15.01 - **General Leave of Absence.** All full-time and part-time employees who have at least one (1) year of continuous service may request a leave of absence without pay for personal, medical, family or military reasons. All leaves must have prior written approval by the Staff Coordinator/Human Resource, the Administrator or the President/CEO. Elective personal and/or medical procedures shall be scheduled and/or coordinated with the Staff Coordinator/Human Resources based on resident care requirements and availability of other trained staff. Leaves of absence are generally without pay. Employees who are unable to work for seven (7) consecutive days in a row must request a leave from their supervisor. This will ensure that employee benefits and seniority policies remain in effect. Employees who fail to submit a leave request may jeopardize benefits and seniority.

Failure to return from a leave of absence when scheduled will be

considered a voluntary termination. Working another job while on a leave is prohibited and may result in disciplinary action up to and including discharge.

Prorating vacation and sick benefits -- not changing anniversary/seniority date.

15.02 - Employees will not accrue sick leave or vacation during an unpaid leave of absence. Benefits (sick leave and vacation) will be prorated for the year the unpaid leave is taken. The employee's seniority date will continue to be the employee's date of hire. Employees will not be paid holiday pay for any holiday occurring during a leave of absence.

#### **ARTICLE 16: TERMINATION OF EMPLOYMENT**

16.01 - Employees may not be suspended, demoted, or discharged except for just cause. No grievance relating to any disciplinary action shall be valid unless submitted to the Employer in writing within ten (10) days after the suspension, demotion, or discharge in question. In case of discharge, the employee affected may request and shall receive from the Employer in writing the reason for said dismissal.

#### **ARTICLE 17: UNION COOPERATION**

17.01 - The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in cases of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer. The Employer agrees to furnish the Union with a copy of all rules and regulations and any changes thereto upon request by the Union.

17.02 - The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the establishments, and in caring for the residents or **patients** in the best manner possible.

17.03 - The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

#### **ARTICLE 18: WORK RULES**

18.01 - The Union recognizes the necessity for the Employer to adopt, and from time to time, modify work rules and agrees to cooperate with the Employer to the end that good care is furnished

to the Employer's residents.

18.02 - The following have been major problem areas in the past and these rules are recognized by the Union as being reasonable and necessary for the proper functioning of the Employer's operations:

- A. **Smoking:** Employer maintains a smoke-free campus. Smoking will be prohibited on all employee owned properties except under the following condition: Employees will be allowed to smoke inside of their vehicles while on break but will not be allowed to leave employer property while on duty.
- B. **Call-in:** An employee shall give the longest possible advance notice a minimum of one (1) hour, if scheduled, on the day shift; a minimum of two (2) hours if scheduled afternoon or evening shift and night shift staff will call as early as possible during the daytime of inability to report for a scheduled work assignment. An employee who is unable to report for a scheduled work assignment shall notify the immediate House Supervisor or Department Head in his/her assigned work area by telephone. If the employee's immediate superior is not available, the charge nurse of the building to which the employee is assigned shall be notified.
- C. **Use of Telephone:** Unauthorized employee cellular telephones are not permitted in any work area during paid hours. Using a cell phone while in a work area will be cause for disciplinary action with the second offense immediate termination.
- D. Employees shall abide by all state and federal regulations governing employees working in a nursing home or geriatric center.
- E. **Time Clock Violations:** Time clock violations will be kept separately until a fourth violation. If an employee receives a fourth violation within twelve (12) months on time clock procedure, that violation shall become a written notice work rule violation. Any further time clock violations within twelve (12) months shall be considered a work rule violation.

Progression example:

**Time Clock:**

- 1. Verbal -- verbal will be documented in

- personnel file.
2. Written.
3. Written.
4. Written -- this notice automatically is classified in the work rule violations.

**Work Rule Violations:**

1. Written notice.
2. Written notice -- possible suspension due to severity of offense.
3. Written notice -- termination.

Violations will stay in the employee file for twelve (12) months. A notice is only in effect for twelve (12) months from date of violation.

- F. **Jury Duty:** When an employee is called for jury duty service, he/she shall be excused from his/her regular duties on the days he/she is required to appear in court or comply with jury rules that prevent him/her from reporting to work. For any regularly scheduled workday in which time off for such jury services is granted, the employee shall receive their regular pay up to a maximum of ten (10) days less any jury pay received. Employees shall be required to bring in a receipt showing payment of jury fees in order to be entitled to reimbursement.
- G. **Parking:** Employees will park in the facility provided parking lot at the corner of Second Street NE and Georgia North. Employees will not park on the street. Employees will provide to Administration the model and license number of vehicles driven for security/identification purposes.
- H. **Transition Between Shifts:** Employees are not allowed to leave their assigned unit until their replacement employee is on the unit and a report has been given.
- I. **Hold-over Employees.** The employer may require an employee to remain after the completion of the employee's scheduled shift to work for a period of up to four (4) hours not to exceed twelve (12) hours in any twenty-four (24) hour period.

18.03 - **Disciplinary Actions.** When an employee violates a work rule, specifically including those set forth above, written notice of the violation shall be given to the employee and to the Union

stewards of the department in which the employee works.

The first violation of a work rule by an employee shall be a written warning.

The second violation of a work rule shall result either in suspension of the employee without pay for two (2) days, or a second written warning, as indicated by the nature of the violation.

The third violation of a work rule shall result in termination of employment.

A written warning shall expire nine (9) months after the date on which it is given to an employee and may not thereafter be used in computing the number of written warnings an employee has received.

The grievance and arbitration procedure set forth in Article 14 of this Labor Agreement shall apply to all written warnings and any penalty prescribed by this article of the Labor Agreement.

Disciplinary actions shall be presented to the employee within fifteen (15) days of when the employer is made aware of the incident.

#### 18.04 - **Grounds for Immediate Discharge.**

- 1) Drinking intoxicating liquor or use of narcotic/illegal drugs while on the Employer's premises or prior to the beginning of a work shift.
- 2) Dishonesty.
- 3) Theft of property belonging either to the Employer, its Clients, Visitors, or Employees.
- 4) Verbal, physical, emotional or psychological abuse as defined by GSHC Adult Abuse Policy.
- 5) Sexual behavior (verbal or physical actions) toward any Resident, Visitor or Employee on Good Shepherd, Inc., property or premises.
- 6) Absent from work without notification may result in immediate discharge.
- 7) Sleeping during paid work hours.

The grievance and arbitration procedure set forth in Article 14 of this Labor Agreement shall, however, apply to the cases of this type.

18.05 - An employee's signature on a written warning is only an indication that the employee received a copy of the warning and does not indicate the employee's acceptance of the content of the

warning. The employee's signature on a warning is not required for the employee to receive a copy.

## **ARTICLE 19: MISCELLANEOUS**

- 19.01 - **Time Off for Union Business**: The Employer agrees to grant necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business so long as it does not interfere with the Employer's business and provided that written notice of the same is given to the Employer by such employee at least twenty-four (24) hours prior to the start of the affected shift.
- 19.02 - The parties agree that this Contract may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the Contract by addendum and signed by both parties.
- 19.03 - The Employer will provide a suitable space where a copy of this Agreement will be posted.
- 19.04 - The Employer will provide a suitable space on a bulletin board in each lounge for the posting of Union notices.
- 19.05 - No employee covered by this Agreement shall be required to submit to a lie detector test.
- 19.06 - A suitable lounge and restrooms shall be made available and maintained by the Company for the employee's use. This may be used thirty (30) minutes before and after the employee's shift. However, employees shall not consider this as compensable time.
- 19.07 - It shall not be considered a violation of this Agreement for employees to refuse to cross a legal picket line established because of Union labor difficulties originating within the place of business covered by this Agreement. However, if the business of the Employer becomes involved in a controversy with any labor organization, the Union agrees to use its best efforts to bring about a settlement of such controversy.
- 19.08 -New employees are required to furnish a physical examination report at the Employer's expense (not to exceed fifty dollars (\$50.00)) to the Employer showing their physical fitness to perform the work for which they have been employed. The Employer may withhold fees for new employee physical examinations if said employee resigns or is terminated within their probationary period of ninety (90) days. The Employer must require the employee to submit a physical every four (4) years showing their physical



fitness to perform the work to which they are assigned. The employee will provide the Employer with a completed written report (form to be provided by Employer) signed by a licensed physician. Employer will reimburse employee fifty dollars (\$50.00) for physicals falling on four-year intervals.

- 19.09 - Representatives of the Union may visit the nursing home premises for the purpose of discussing grievances and other Union matters with the employees. Such discussion shall take place at such times and places as are mutually agreed to between the Employer and the Union. The parties shall cooperate in arranging such discussions so that there will be no disturbance to residents or interruption in providing care to such residents.
- 19.10 - No gratuities of any kind will be received by employees without prior approval of the supervisor.
- 19.11 - **Credit Union Deduction**: The Employer will agree to deduct from employees' pay for the "North Iowa Community Credit Union" if the employee provides a signed authorization stating the amount and frequency of deductions.
- 19.12 - **Union Literature**: The Employer will hand out a piece of union literature to new employees. Employee representatives designated by the Union will be allowed to meet with new hire employees for up to ten minutes during orientation.
- 19.13 - **PTO Program/Absenteeism and Tardy Policy**: There may be future consideration of the possibility of a paid time off (PTO) program, and an absenteeism and tardy policy may be adopted.
- 19.14 - **Leftovers**: Any leftovers from resident meals will be provided free of charge for staff in the employee breakroom.

## **ARTICLE 20: NOTICES**

- 20.01 - When notice must be given under any section of this Labor Agreement by the Union to the Employer, the notice shall be directed to Administrator, Good Shepherd, Inc., 302 Second Street NE, Mason City, Iowa 50401.

A notice may be served on the Employer by hand delivering the notice to the President or the Administrator. The President or Administrator shall accept the notice and shall sign a receipt therefore, which shall be dated.

In the alternative, notice may be given by mailing in the United States mail, certified mail with return receipt requested and postage prepaid thereof directed to the Administrator, Good

Shepherd, Inc., 302 Second Street NE, Mason City, Iowa 50401.

When the computation of time is relevant under this Labor Agreement, time shall commence to run with the day on which the notice is hand delivered to the Administrator or the day on which the notice is mailed by certified mail, return receipt requested, as the case may be.

20.02 - When a notice is required to be served by the Employer on the Union, the notice shall be sent to:

U.F.C.W. Local 431	(information copy)
2411 W. Central Park Avenue	U.F.C.W. Local 431
Davenport, IA 52802	Waterloo Union Hall
	1695 Burton Avenue, Suite 15
	Waterloo, IA 50703

Notice may be given by certified mail, return receipt requested, deposited in the United State mail with postage prepaid. Notice may also be given by hand delivery, notice going to the Union's chief steward or to the Union's business representative, the Union's representative shall sign written receipt for the notice and the date thereof.

When computation of time is relevant under this Labor Agreement, time shall commence to run with the day on which the notice is mailed and dated or on the day on which the notice is hand delivered to a Union representative, as the case may be.

20.03 - The Employer and the Union each reserve the right at any time during the life of this Labor Agreement, or any extension thereof, to change the name of the person on whom the notices shall be served and the place at which the notices shall be served.

When such a change is made, the notice of the changed address or changed individual shall be furnished to the opposite party before it will become effective.

## **ARTICLE 21: STRIKES AND LOCKOUTS PROHIBITED**

21.01 - It is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all disputes that may arise between them. During the life of this Contract, the Union will not cause or permit its members to cause nor will any member of the Union take part in any sit-down, stay-in, or slowdown or any curtailment of work or restriction of production of interference with operations of the Employer. The Union will not cause or permit its members to cause nor will any

member of the Union take part in any strike or stoppage of the Employer's operation or picket the Employer's premises until all the bargaining procedures as outlined in this Agreement have been exhausted and in no case on which the arbitrators shall have ruled and in no other case on which the arbitrators are not empowered to rule until after negotiations have continued for at least fifteen (15) days after the final step of the grievance procedure. In case a strike or stoppage of operations shall occur, the Employer has the option of canceling the Agreement at any time between the second and fifth day after the strike occurs. The Employer reserves the right to discipline any employee taking part in any violation of this section of this Agreement. The Employer also agrees not to illegally lockout its employees.

**ARTICLE 22: SEVERABILITY CLAUSE**

22.01 - If any part of this Agreement is held to be in violation of any federal or state law, the provision held to be invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding upon the parties hereto.

22.02 - In the event any provision is held or determined to be invalid, Employer and Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provision found to be invalid.

**ARTICLE 23: SUCCESSORSHIP**

23.01 - In the event of any sale, purchase, merger or other transaction affecting ownership of Employer's business or ownership of the assets of Employer's business, Employer shall make known to the Union prior to said transaction the nature of the transaction, and further, shall make known to all parties to the transaction the terms and conditions of this collective bargaining agreement. Following such transaction, all employees of Employer who are parties to this transaction and this Agreement shall be provided employment by the successor Employer, whether the successor be a signatory party to this collective bargaining agreement or any other Employer, in accordance with the seniority rights accrued with their respective predecessor Employer. A new seniority list shall be drafted and posted upon which the seniority of each employee of the successor Employer will date from his/her earliest date of employment with any of the Employers participating in such transaction, and further, if there is to be a reduction in work force as a result of such transaction, any such reduction shall be in the inverse order according to the amount of continuous service of the respective employees with any of the predecessor Employer parties to the transaction. Wherever

continuous service is required for other benefits or practices, it shall be interpreted to include that continuous service with the employees' representative predecessor Employer.

#### **ARTICLE 24: INSURANCE**

24.01 - The Employer will provide health insurance coverage.

The Employer will contribute six hundred ten dollars (\$610.00) monthly toward the employee health insurance premium for Aetna Plan 1. The Employer will contribute six hundred twenty-six dollars (\$626.00) monthly toward the employee health insurance premium for Aetna Plan 2.

The Employer reserves the right to change the participation amounts based on increased premium during the period of this Agreement. The Employer reserves the right to change the carrier providing the benefits and coverage are comparable to the present policy. The Employer will notify the Union of any changes in premium contributions by the Employer for the duration of this Agreement.

Failure to work the scheduled thirty (30) or more hours per week due to absence, sickness, or leave of absence will result in the employee paying the full cost of the insurance for the affected month. Employees who work less than the scheduled thirty (30) hours for four (4) consecutive weeks will no longer be considered full-time and will not be eligible for health insurance benefits.

24.02 - Employees will be eligible for health insurance benefits the first day of the month following sixty (60) days of employment.

24.03 - Dental and Vision Insurance: Effective immediately, employer offered to all employees the opportunity to enroll in a Dental (Delta Dental) and Vision (AVESIS) Insurance. Employees can pick either or both insurance coverages. For employees averaging at least twenty (20) hours per week, employer will contribute up to \$10.00 per month towards the coverage.

#### **ARTICLE 25: TAX SHELTERED ANNUITY**

25.01 - The Employer shall make available to the employee tax sheltered annuities for all full-time and part-time employees. Employees are offered a variety of investment funds to select from. The employee's contribution will be deducted from payroll prior to taxes being calculated.

25.02 - The Employer will contribute a percentage of eligible

employees wages to the employees' annuity account. Eligible employees must work a minimum of thirty (30) hours per week to participate in this benefit.

The contribution scale is based on years of service and is as follows:

<u>Years of Service</u>	<u>Contribution</u> <u>Percentage of Pay</u>	<u>Percentage of Match</u>
0 - 1 year	0	0
2 - 4 years	5%	10%
5 - 7 years	7%	10%
8 - 9 years	10%	12%
10-19 years	12%	12%
20+ years	12%	15%

25.03 - The complete Good Shepherd Health Center, Inc., Employment Annuity Contract is on file at the office of the Employer. A copy of said policy is available for any employee that requests a copy.

#### **ARTICLE 26: STUDENT LOAN REIMBURSEMENT**

26.01 - Effective immediately, employer will assist employees with payment of their student loans up to \$200/month for employees averaging at least twenty (20) hours per week. The employee will need to show that the loans are for completed coursework related to their job in health care. Coursework should be completed in good standing with a "C" grade or better.

Participation in this program does not require any length of service commitments to begin. Reimbursement ends with employment termination, with no payback required.

This payment will be made once a month. Employer will add the amount of the student loan payment (up to \$200) as income and then deduct it off as a payment from the employees' payroll check. If the student loan monthly payment is more than \$200, employer will deduct the full amount and make the monthly payment, if authorized by the employee.

Employees are required to submit:

- 1) Transcript of grades showing successful completion of coursework related to the student loans.
- 2) Statement of student loan amount due.
- 3) Remittance slip or coupon, showing monthly amount due

and account number to be credited.

Required information must be submitted to employer administration for approval before payments will begin.

Employer will use the pay period closest to the payment due date, unless the employee requests differently.

## **ARTICLE 27: TRAINING**

- 27.01 - Employees required to attend meetings or classes shall be paid for time spent at such meetings or classes at their base rate of pay.
- 27.02 - All employees shall be required to attend in-service education meeting or complete online training as mandated by federal and state regulations, and some in-service meetings or online training will be mandatory. All such time shall count as time worked for pay purposes and employees shall receive pay for one (1) hour's time or the actual time spent, whichever is greater. If required meetings are canceled, the Employer will give four (4) hours' advance posted notice of same or compensate affected employees (including employees who did not receive notice of the cancellation and who reported for the in-service as originally scheduled) one (1) hour's pay in lieu thereof.
- 27.03 - Employees, if requested to participate in training programs designed for certification as a medication aide, shall receive reimbursement for tuition, books, and the applicable mileage rate if traveling outside of the county as set by the Employer for such expenses incurred as a result of such training. Reimbursement shall be made following successful completion of such programs.
- 27.04 - Employees, when unable to attend or "make up" such meetings indicated above, shall be required to provide notice in advance of their inability to attend. Failure to attend mandatory in-services without an acceptable excuse may subject an employee to the disciplinary procedure. Employees will not be expected to attend in-service or staff meetings while on leaves of absence including FMLA, funeral leave, sick leave or vacations. However, such absent employees will still be responsible for attending the number of meetings required under federal and state requirements and will be given thirty (30) days upon returning to work to complete any missed in-services.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be signed and executed the day and year first above written.

**ARTICLE 28: DURATION**

28.01 - This Agreement shall be in effect from the date hereof, except as otherwise specifically provided, and shall continue in full force and effect from October 1, 2022, through September 30, 2025. This Agreement shall continue in effect from year to year after September 30, 2025, unless either party serves a written notice upon the other party ninety (90) days prior to September 30, 2025, of their desire to terminate, modify or amend the provisions of this Labor Agreement.

GOOD SHEPHERD GERIATRIC CENTER,  
INC.

By: 

"EMPLOYER"

UNITED FOOD & COMMERCIAL  
WORKERS INTERNATIONAL UNION,  
LOCAL 431

By: 

"UNION"

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## **UFCW DISTRICT LOCAL UNION 431**

SIMPLICE M. KUELO  
PRESIDENT

ASHLEY J. DANNER  
SECRETARY-TREASURER

DAVENPORT - MAIN OFFICE  
2411 W. Central Park Avenue  
Davenport, IA 52804  
(563) 323-3655

WATERLOO OFFICE  
1695 Burton Avenue, Suite 15  
Waterloo, IA 50703  
(319) 233-3397

You can contact your Local Union:  
1-800-292-7293  
[www.ufcw431.com](http://www.ufcw431.com)

**Please attend your Union meetings!**