

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

GOOD SAMARITAN SOCIETY -- STILLWATER

AND

UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL 1189, AFL-CIO

February 1, 2020 – January 31, 2023

GOOD SAMARITAN SOCIETY -- STILLWATER
2/1/2020 – 1/31/2023

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LOCAL 1189, AFL-CIO

THIS AGREEMENT made this 1st day of **February 1, 2020**, by and between GOOD SAMARITAN SOCIETY -- STILLWATER, hereinafter described as the Employer, and the UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 1189, chartered by the UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO & CLC, hereinafter described as the Union.

ARTICLE 1

RECOGNITION OF UNION

1.1 Recognition: The Employer recognizes said Union as the sole representative of all of its non-professional staff and Certified Nursing Assistant Supervisors who are regularly scheduled employees within the bargaining unit certified by the National Labor Relations Board, excluding registered nurses, licensed practical nurses, office clerical employees, administrators, guards and supervisors as defined in the National Labor Relations Act, for the purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified. The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of any employee who voluntarily provides the Employer with a written authorization. The Employer is not responsible for the management or administration of the Club or decision on Club expenditures. The Union agrees to invoice the Employer on a quarterly basis for those employees who have provided a written authorization to deduct such contributions from their wages.

1.2 Union Membership: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the sixtieth (60th) day following the beginning of such employment, become and remain members in good standing in the Union.

"In good standing", for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee or a standard reinstatement fee, if applicable, and standard monthly dues as applied uniformly to all persons covered by this Agreement.

The Union agrees to notify the Employer in writing in advance of all action in all instances where suspension from the Union is contemplated for any reason. In instances of a potential termination, a labor-management meeting shall be convened.

For the purpose of this Article 1, Section 1.2, the execution date of this Agreement shall be considered its effective date.

The foregoing provisions shall not apply to employees working as temporary replacements for a period of up to ninety (90) calendar days per calendar year; nor to employees working on call (i.e., without a regular schedule on an "as needed" basis).

1.3 Dues and Initiation Fee: The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization for such deductions. In no event shall such written authorization extend beyond the termination date of this Agreement. Such deduction shall be made by the Employer from the wages of the employees during each calendar month and shall be transmitted to the Union. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first wages of adequate amount next due the employee and shall thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

The Union shall refund promptly any dues found to have been improperly deducted and transmitted to the Union and shall furnish the Employer with a record of such refund.

1.4 Union Visitation: The duly authorized representative of the Union may visit Employer's nursing home premises and may confer with the employees of Employer thereat, provided that such visitation does not interfere with the proper conduct of employees' duties and care of the patients or residents.

ARTICLE 2

CLASSIFICATION OF EMPLOYEES

2.1 Classification: Employees shall be classified as follows: Full-time employees are those employees regularly scheduled to work at least thirty (30) hours

per week. Regular Part- time employees are those employees regularly scheduled to work less than thirty (30) hours per week.

2.2 For the purposes of this Article 2, Section 2.1 and 2.2, no employee shall be reclassified to defeat the purpose of this Agreement.

ARTICLE 3

PAY PERIODS

3.1 Frequency of Pay: Employees shall be paid every two (2) weeks or more often. Payroll errors of eight hours or more, and caused by the Employer's error, shall be paid by the Employer within **one (1) week** of notification to the Employer, excluding weekends.

ARTICLE 4

HOURS OF WORK

4.1 Work Schedule Posting: Work schedules shall be posted at least two (2) weeks prior to the start of a work period. All scheduling changes will be reflected in the Employer's electronic scheduling program. When changes in the work schedule are made affecting employees who are scheduled to be off, the Employer will also notify the employee via telephone, email or text message.

4.2.1 Job Bidding: The Employer shall post all regularly scheduled non-temporary vacancies for a minimum of seven (7) days. The posting will include the job title, days, hours and shift to be filled by seniority as defined in Section 7.1.

Bids shall be submitted in writing to the Employer before the expiration of the seven (7) day posting period. Regularly scheduled employees may take additional hours provided that:

1. Such available hours do not create overtime payment obligations; and
2. Such employees must take all available hours or arrangements must be made so that all available hours are taken.

During the posting period the Employer shall fill available hours in accordance with Section 4.3 below.

Any dispute arising in interpretation of ability to do the job is subject to the grievance procedure.

4.2.2 The parties agree to allow employees to add permanent hours to their existing schedules, up to sixty-four (64) hours per pay period, provided doing so does not disrupt existing "block" schedules and maintains consistent scheduling assignments.

A system of "block" scheduling shall be utilized providing employees with permanent days off; however, it is understood that some "non-block" positions and/or positions with "block" and "non-block" hours shall be utilized where mutually agreeable between the employee and the Employer.

4.3 Temporary Vacancies: The Employer shall post all known available hours (i.e., vacations, leaves of absence, unfilled schedules, etc.) upon an appropriate bulletin board. These hours shall be awarded by seniority to employees capable of performing the duties without immediate training or licensing. The person with the most seniority responding to the posting within the seven (7) day time frame, will be awarded the hours providing the added shifts/hours does not create overtime obligations. Awarded hours will be posted on the bulletin board in the break room on the eighth (8th) day following the seven (7) day posting. The posting shall include the date of posting and the date awarded. The facility shall establish a mechanism to ensure employees are able to sign up for the available hours using the following priority:

1. Regular full and part-time employees without overtime.
2. Regular and part-time employees with overtime.
3. On-call employees.

When hours become available without previous scheduling notice, the Employer will attempt to fill the hours using the provisions outlined above. The Employer retains the right to restrict excessive use of overtime on a case-by-case basis; provided, however, the Employer's exercise of such right may be challenged under the parties' grievance procedure.

4.4 Weekend Scheduling: Employees shall normally be scheduled so they are not 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 patients or residents of needed care or by mutual agreement between the Employer and the employee. Employees with ten (10) or more years of employment shall not be required to "make up" weekend shifts missed (up to four (4)

per year), so long as they have not been issued a sick leave abuse form (see Section 12.3).

4.5 No Split Shifts: The Employer shall not schedule an employee for a split shift, unless the parties mutually agree to do so.

4.6 No Shift Rotation: The Employer shall not rotate shifts of an employee, unless the parties mutually agree to do so.

4.7 12 Hour Rest Between Shifts: Schedules shall provide employees with twelve (12) hours rest between shifts, except in cases of emergency, or where such break time cannot be given as a result of the use of rotating schedules.

4.8 Overtime After 7 Consecutive Days: An employee shall not be scheduled to work more than seven (7) consecutive days unless overtime is paid for work in excess of such seven (7) consecutive days. Pick-up shifts, either through sign up or call-ins, shall not be considered as consecutive days scheduled for overtime purposes.

An employee may request, in writing, a schedule that exceeds seven (7) consecutive days, and if granted by the Employer, overtime under this provision shall be waived. Such request may be rescinded at any time, in writing, and will be effective with the next schedule posting.

4.9 4-Hour Minimum for Scheduled Shift: An employee reporting for work at his regular scheduled starting time who has not previously been notified not to report for work, shall receive a minimum of four (4) hours work that day or four (4) hours straight time in lieu thereof, excluding those positions in the Dietary Department which may be scheduled for less than four (4) hours in duration. A bona fide attempt by the Employer to contact the employee shall be taken as notice under this provision.

4.10 4 Hour Minimum for Call-In: Employees who are called in for work outside their scheduled shifts shall receive a minimum of four (4) hours' pay at the rate of their regular position or the rate of the position they are called in to fill, whichever is greater. In the event the employee is not needed for four (4) full hours, the employee will be given the option of leaving early and receiving pay for the employee's actual hours worked.

4.11 Overtime Pay: Overtime shall be one and one-half (1 ½) times the regular rate of pay. All employees shall be paid overtime for all hours worked over eight (8) hours per day, or forty (40) hours in a work week. Overtime payments shall not be pyramided. A work week period shall begin with the start of a shift on a specified day and time and end with the close of the shift commencing at a specified day and time seven (7) days later.

For purposes of this section "hours worked" shall include paid vacation hours, except where vacation pay is taken in lieu of time off.

4.12 Notice to Employer: Whenever reasonably possible, employees who are unable to report to work must give the Employer the following notice:

- A. Day Shift: One (1) hour prior to employee's scheduled start time.
- B. Evening and Night Shifts: Two (2) hours prior to employee's scheduled start time.

4.13 **When the need arises due to unforeseen, last-minute circumstances (i.e., staff illness, injury, blizzard or any other circumstances that may arise) which may place the facility in a position of insufficient staff to provide necessary care and services for all residents, as required by regulation, the facility may require staff to remain on duty until relieved. This is to ensure the safety of all residents and staff members. First, volunteers from the employees currently on duty will work together to determine volunteers to stay. If there are no volunteers, the Center will use reverse seniority in holding people over. This is not meant to be used as a means of mandating to fill open shifts on the schedule.**

ARTICLE 5

WAGES

5.1 Wage Schedules: The minimum schedule of wages and related wage provisions of this Agreement appear in Appendix A.

5.2 Mileage Allowance: The Employer will use the current IRS allowance for mileage reimbursement when an employee is required to travel.

5.3 Trainer/Preceptor Premium: **Two dollar (\$2.00) per hour extra will be paid to employees for actual hours worked when scheduled in the preceptor role. The facility, if it uses preceptors, will have a written description of the preceptor duties.**

5.5 Maintenance On-Call Pay: A Maintenance employee who has been designated as on-call shall receive compensation in the following manner.

A. Not needed at facility (phone call only); a minimum of fifteen (15) minutes pay and subsequent pay in fifteen (15) minute increments for any time beyond fifteen (15) minutes.

B. Should the employee need to go to the facility;

One and one-half (1 & 1/2) the employee's regular rate of pay for all time spent from call time until leaving the facility, in addition the employee shall receive compensation for travel at the current IRS mileage allowance for the round trip. A minimum of one (1) hour of pay shall be paid in any instance of reporting to the facility.

5.6 Mandatory In-Service -Time Worked: Time paid for attending mandatory in services outside the regular work schedule will be considered time worked for the purposes of overtime. If the Employer posts a non-mandatory in-service meeting notice, it will also state whether employees will be paid for their time when attending the meeting. Employees will be paid a minimum of one hour's pay if required to attend a mandatory in-service on unscheduled time, provided employees must attend the full in-service session (employees may also watch a videotape of the in-service and take a test afterward to demonstrate their understanding). The Employer will make a reasonable effort to schedule mandatory in-services on working time and employees will make a reasonable effort to attend such in-services on their working time.

5.7 Experience Credit: Employees who have worked at other facilities, including those owned or operated by the Good Samaritan Society, will receive credit for prior years of equivalent experience at the rate of one (1) year's credit for each year of prior experience, up to a maximum of fifteen (15) years' credit (i.e., based on full credit for fifteen (15) or more years of prior equivalent experience). In awarding such experience credit, wages will be determined by the then-applicable hiring wage grid.

Experience credit generally will be verified through work-related references prior to extending a conditional offer of employment. In the event a new employee has difficulty receiving verification of employment from previous employers, such difficulty will be discussed and resolved on an individual basis. For purposes of this section, a year of prior experience credit will be based on prior employment on a full-time basis (i.e., defined as a minimum of thirty (30) hours per week, or 1560 hours per credited year of experience).

Good Samaritan employees who are rehired to their previous classification shall receive no less than the rate they left at, unless they are hired back in a different classification. Then section 5.8 would apply.

5.8 Transfers Between Departments: Employees transferring between departments covered by this Agreement shall have their pay adjusted up or down, as the case may be, based on the difference in the start rates between the employees' former and new classification.

5.9 Hour Paid Equals Hour Worked for Benefits: Any hour paid shall be considered an hour worked for purposes of computing any employee benefits under this Agreement, unless otherwise prohibited by the PPACA. Other than benefits governed by the PPACA, a maximum of 2080 hours will be credited toward benefits in any year.

5.10 Terminated Employees: An employee who quits or has been terminated prior to the effective date of the negotiated adjustment-to-gross shall not be entitled to an adjustment-to-gross for that calendar quarter.

5.11 New Classifications - Rate of Pay: If any new classifications are instituted, the rate of pay shall be negotiated at that time.

5.12 Incentive Programs: The parties recognized that the Employer may need to implement new monetary incentives and/or increase existing incentives on a temporary or emergency basis in order to ensure appropriate staffing levels, to improve operational efficiencies, and/or to capitalize on state or federal reimbursement programs. Upon advance notice to the Union, the Employer may implement new monetary incentives and/or increase existing incentives on a trial basis for up to six (6) months. At any time during this trial period, the Union may request the opportunity to meet and confer regarding the ongoing terms and conditions of such incentive programs

ARTICLE 6

HOLIDAYS

6.1 Holiday: The following days shall be considered holidays: New Year's Day, Easter Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day and a personal day.

6.2 Holiday Pay: All holidays begin with night shift preceding holiday with the exception of Christmas and New Year holidays which will begin with the afternoon shift preceding these holidays.

The Christmas holiday pay provision shall be applicable for four (4) shifts, beginning with the P.M. shift on the 24th of December. The New Year's holiday pay provision shall be applicable for four (4) shifts, beginning with the P.M. shift on the 31st of December.

Employees working on any of the above holidays shall receive 1 ½ times their regular rate of pay for such time worked and, in addition, shall receive holiday pay based on average hours worked over the last four (4) biweekly pay periods. Employees who do not work on the designated holidays shall receive holiday pay based on their average hours worked over the last four (4) biweekly pay periods. Employees who are scheduled to work on a holiday, but do not work on a holiday, shall not receive holiday pay, except in case of excused absence or illness where satisfactory proof of such illness is furnished by the employee.

6.3 Scheduling of Thanksgiving and Christmas Holidays: Effective January 2, 2002, the Employer shall schedule the holidays of Christmas and Thanksgiving so as to not require an employee to work both of the holidays. The Christmas holiday will be as defined in Section 6.4 of this Agreement.

Employees who are regularly scheduled on the PM shift shall be obligated to work no more than two (2) of the four (4) available shifts on the Christmas and New Years' holiday.

ARTICLE 7

SENIORITY

7.1 Seniority Defined: Bargaining Unit Seniority shall be defined as the employee's length of continuous service with the employer in the bargaining unit, commencing with the date on which the employee began to work after last being hired. Such seniority shall be used to determine eligibility for all benefits which are available to the entire bargaining unit (i.e., health insurance, vacation, etc.) and other purposes as may be defined elsewhere in the agreement.

7.2 Seniority Classifications: For temporary lay-off (as defined in 7.4), the following seniority classification shall be implemented:

1. Nursing Department
 - a. N.A.R.
 2. Non-nursing:
 - a. Laundry -
 - b. Housekeeping -
 - c. Dietary Aides
 - d. Therapy Recreation Aides
 - e. Maintenance
 - f. Cooks
- (Employees who are cross trained may bump into each other's category.)

7.3 Seniority List Postings: The employer shall post a job classification seniority list (as defined in Section 7.2) January 15 and July 15 each year in accordance with the above, near the time clock.

7.4 Reduction in Hours and Layoffs.

A. Temporary Reduction in Staffing: Occasionally, due to variations in resident acuity levels and/or census (empty beds), overstaffing will occur and employees will be asked to volunteer off or leave early. If this occurs, the following procedures should be followed:

(1) Staff who are currently in overtime will be given the option of volunteering off or leaving early, according to seniority.

(2) If nobody in overtime is willing to volunteer off, someone will then be required to leave early. This procedure will be as follows:

a) Anyone who has picked up the shift and is currently on overtime. If more than one person fits this category, the least senior person will go.

b) If nobody has picked up the shift, the least senior person who is currently in overtime will be required to go.

c) If nobody is in overtime, but the staffing includes pickups, the least senior pickup will go.

(3) If reductions still need to be made, the procedure will be as follows:

a) The remaining staff will be given the opportunity to volunteer off or leave early, in order of seniority.

b) If there are no pickups and nobody is in overtime, the least senior person will go.

Note: A TMA will not be asked to leave if there is no TMA to replace him/her. Additionally, an NA/R on a specialized group (i.e., female only) will not be asked to leave if there is no replacement appropriate for that group. The employee must be willing, licensed/certified (if required), and trained for the work that is available. (Staff interested in volunteering off are responsible to let the Charge Nurse/Staffing know at the beginning of the shift.)

B. Temporary Layoff (defined as a layoff of thirty (30) days or less): A temporary layoff shall be limited to the least senior employee in the classification the layoff affects.

C. Permanent Layoff (defined as a layoff of more than thirty (30) days): Should a permanent layoff occur, an employee affected may exercise his/her bargaining unit seniority and shall be afforded the same opportunity to become proficient as a new hire.

Should an employee exercise rights under this provision and subsequently requests, or is deemed unable to perform the duties of the position claimed, she/he shall be returned to the hours and job within his/her classification that was offered at the time of layoff, should a position be available.

Should hours contained in a layoff subsequently be restored, an employee affected by layoff shall first be offered full reinstatement prior to posting of said position or hours, as required.

7.5 Skills Necessary For Claiming Positions: Employees who exercise their rights under 7.4 B of this agreement must be able to fulfill any licensing requirements to claim a least senior employee's position. Employees must also have necessary training to claim positions in special skills job (cook and maintenance).

7.6 Probation: Employees shall be probationary employees for the first sixty (60) days of employment and during such period may be discharged by the Employer with or without cause without the same causing a breach of this Agreement or constitute a grievance hereunder. Such probationary period may be extended up to an additional thirty (30) days if by the fifty-fifth (55) day of employment the Employer requests said extension of the Union. Notice of extension, in writing, signed and dated by the employee affected by the extension and received by the Union shall constitute a request.

7.7 New Classifications: If any new bargaining unit classifications are instituted, the rate of pay and Seniority, if applicable, shall be negotiated at that time.

7.8 Resolution of Seniority Issues: Any controversy over seniority standing or relative to any question of seniority shall be subject to adjustment, settlement or arbitration in the same manner as other controversies arising under this Agreement.

ARTICLE 8

DISCIPLINE AND TERMINATION OF EMPLOYMENT

8.1 Just Cause: 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.

8.2 Progressive Discipline: The Employer shall implement a system of progressive discipline to correct discrepancies from expected behavior and job performance. Any written documentation of discrepancies shall be placed in the employee's personnel file. Except in cases that are Vulnerable Adult related, if a violation has not been repeated and recorded for a period of one (1) year, the written documentation of that incident shall be placed in an inactive file. This file shall not be referred to in cases of discipline and discharge. If no further infractions occur for a period of one (1) year, such discipline shall be considered inactive.

8.3 Discipline/Termination: Employees covered by this Agreement electing to resign or quit their employment shall give the Employer two (2) week's written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may leave sooner when competent replacement can be made by the Employer. The Employer is to furnish printed forms of such resignation. Employees who terminate their employment without giving the Employer the required notice or leave their employment before the end of the two (2) week period shall forfeit all accrued vacation time since their last anniversary date of employment and other benefits to which such employees may be entitled, except wages earned and earned vacation pay through the date of their last employment. The Employer shall give regular full-time employees two (2) week's written notice of termination or two (2) week's pay in lieu thereof, except in the case of a discharge for just cause.

8.4 Failure to Report to Work: If the employee fails to report for work as scheduled, or to furnish the employer with a justifiable excuse within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Employer and termination of such employee's seniority and employment, provided, however, that if such employee can within three (3) days, furnish the Employer with reasonable proof that such employee could not notify the Employer of his absence because of illness or unforeseen emergency, then such employee shall be reinstated without any break in the service record.

ARTICLE 9

ARBITRATION

Any dispute relating to the interpretation of or adherence to the terms and provision of this Agreement shall be handled in accordance with the following procedures:

Step 1. Except as otherwise provided in "Step 2" with respect to grievances relating to wages, within fifteen (15) calendar days of the incident giving rise to the grievance, the aggrieved employee and/or Union shall attempt to adjust the grievance with the supervisor.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement, and shall be received by the Employer no later than fifteen (15) calendar days following the Step 1 meeting. Grievances relating to wages shall be timely if received by the Employer no later than thirty (30) calendar days following the date of receipt of the check by the employee.

Within seven (7) calendar days following receipt of the grievance by the employer, representatives of the Employer and the Union shall meet and attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

Step 3. If the parties are unable to resolve the grievance in Step 2 they may, by mutual agreement, take this matter to Federal Mediation and Conciliation Services. It shall be non-binding unless the parties agree in advance to adhere to the decision of the mediator.

Step 4. If the grievance is not resolved in Step 2 or Step 3, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following the Step 2 or Step 3 meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The Employer and Union shall each alternately strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding

upon the Employer, Union and employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived or forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

ARTICLE 10

PAID TIME OFF ("PTO")

Paid Time Off ("PTO") is available to cover an employee's needs for time away from work including: vacation, illness or other leaves.

Active Full-Time and Active Part-Time employees earn PTO hours based on the multiplier used times the hours paid each pay period, excluding overtime hours. Active Temporary and On-Call employees do not earn PTO. The longer an employee remains employed, the larger the multiplier will be, based on the table which follows.

Earned PTO hours are calculated by multiplying an employee's paid hours for each pay period (excluding overtime) by the appropriate multiplier. The following chart gives examples of PTO hours earned during the twelve-month period from one anniversary to the next anniversary by active full-time hourly employees. PTO hours for active part-time employees are prorated according to the hours paid.

Years of Service	Multiplier Per Hour Paid	Maximum You May Earn Per Year If Working 2,080 hours	Amount Earned per Pay Period
Less than 1 year	.0500	104 hours (13 days)	4.0000 hours
More than 1 year Less than 4 years	.0692	144 hours (18 days)	5.5360 hours
More than 4 years Less than 9 years	.0885	184 hours (23 days)	7.0800 hours
More than 9 years	.1077	224 hours (28 days)	8.6160 hours

10.2 PTO Requests. All requests for PTO must be in writing, signed and dated on the appropriate form. The guidelines are listed below to bid for PTO:

Request Submitted By

Time Off Request Window

March 1

April 1 to September 30

September 1

October 1 to March 31

All requests will be held until the applicable submission deadline. The Employer will grant requests based on continuous years of service. Requests submitted outside the windows will be reviewed on a first-come, first-served basis. All requests will be reviewed/approved based on the needs of the residents/patients. **For more information, refer to the "PTO Policy and Procedures" in the Good Samaritan Society Employee Handbook.**

ARTICLE 11

REST PERIODS AND LUNCH PERIODS

11.1 Rest Periods: All employees shall be entitled to a fifteen (15) minute rest period for each four (4) consecutive hours worked. However, two (2) rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day. All lunch periods shall be on the employee's own time and rest periods on the Employer's time. Rest periods and lunch periods will be scheduled by the Employer at reasonable times, spacing them equally apart, yet not interfering with resident care.

11.2 Unpaid Lunch Option for 12 or More Hours of Work: An employee working twelve (12) or more hours would have the option for an unpaid lunch period.

ARTICLE 12

LEAVES OF ABSENCE

12.1 Jury Duty: Employees must notify their supervisor immediately upon receiving notice of jury duty. Employees may be expected to work during scheduled hours before and after the actual hours of jury duty, as facility needs are considered. Employees who prefer not to do so will need to request vacation for that time off. All hours paid by the Employer for jury duty will be counted as worked hours.

Active full-time employees will be paid for their regularly scheduled hours at their base rate of pay. Such employees may keep the amount of pay they receive from the court for jury duty.

Active part-time employees will be paid based on their average number of hours worked over the last 4 bi-weekly pay periods at their base rate of pay. This will include any combination of worked hours and hours required for jury duty.

For example: if a part-time employee works an average of 24 hours per week and is able to work 2 days and is gone for jury duty for 1 or more days, s/he will be paid for 24 hours total (including 1 day of jury duty). If the employee is absent the entire week due to jury duty, s/he would still be paid for 24 hours. Such employees may keep the amount of pay they receive from the court for jury duty on the days and hours they were scheduled to work.

12.2 Injury, Illness or Maternity Leave: A leave of absence of up to 90 days (12 weeks if qualified for FMLA) shall be granted to non-probationary employees unable to work because of illness, injury or maternity. Employees who have accumulated paid time off may use such paid time off concurrently with the leave. Extensions may be granted for up to one year at the Administrator's discretion upon written request setting forth reasons for the request. Employees who still have accumulated paid time off at the expiration of 90 days' leave, must use such paid time off concurrently with any additional leave granted by the Administrator. The leave may be renewed for an additional year at the Administrator's discretion. The Employer agrees to abide by the obligations of the Family and Medical Leave Act and Minnesota's Parental Leave Act.

12.3 Personal Leave of Absence: An employee may be granted a leave of absence, not to exceed ninety (90) days, upon written permission from the Employer.

12.4 Reinstatement Upon Return from Leave: An employee who returns from an injury, illness, maternity or personal leave within twelve (12) weeks of the commencement of the leave (ninety (90) days in the case of personal leaves) shall be reinstated to the same position, hours and rate of pay held before the leave began.

An employee who has been granted an additional injury, illness, or maternity leave and who returns within the time period designated by the leave, may be restored to any open and available position the employee is eligible and qualified to perform.

The reinstatement shall begin with the payroll period being scheduled following written notification by the employee to the Employer of the intention and ability to return to work.

12.5 No Change in Anniversary or Hire Date Due to Leave: No employee shall have an anniversary date or date of hire changed because of a leave of absence.

12.6 Leaves of Absence of Up to 13 Weeks: The Employer's insurance plan offerings (i.e., health, dental, vision and life) and flexible spending account benefits will

not be adversely affected by absences of up to thirteen (13) weeks in duration if the employee's absence is due to FMLA leave, General Leave, Military Leave, Jury Duty Leave, Short-Term Disability Leave or Workers' Compensation Leave. In addition, an employee who incurs a break in service (i.e., employment separation) that is less than thirteen (13) weeks in duration (i.e., s/he is rehired) will be treated as a continuing employee for purposes of eligibility for the foregoing benefits.

12.7 Funeral Leave: Employees will be eligible to receive paid Compassionate Leave as defined in the Sanford Compassionate Leave policy. The policy currently provides for five (5) days of paid leave in the event of the death of an immediate family member and three (3) days of paid leave for the death of a relative. Refer to the Compassionate Leave policy for eligibility.

ARTICLE 13

SUCCESSORSHIP

In the event of any sale, purchase, merger or other transaction affecting the ownership of Employer's nursing home business or ownership of the assets of Employer's nursing home 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 agreement. Following any such transaction, all employees of employers who are parties to the transaction and this Agreement shall be provided employment by the successor employer, whether the successor be a signatory party to this 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 shall date from his 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 reverse 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 employee's respective predecessor employer.

ARTICLE 14

MINIMUM STANDARDS

No employee shall suffer, as a result of the execution of this Agreement, any reduction in wages or lose any benefits, not part of this Agreement, which were previously granted by Employer outside of the provisions of the most recent previous

collective bargaining agreement entered into by the parties hereto covering any such employees.

Further, this Agreement provides minimum standards only and shall not prevent the Employer from granting additional payment or benefits so long as such granting is not otherwise violative of this Agreement or state or federal laws.

ARTICLE 15

SEVERABILITY CLAUSE

If any part of this Agreement is held to be in violation of any federal or state law, the provisions 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 on the parties hereto.

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

ARTICLE 16

MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management of Employer and the direction of the work force shall be deemed the sole and exclusive function of Employer. Such management and direction shall include, but is not limited to, the rights of:

1. hire, layoff, demote, promote, transfer, discharge or discipline for just cause;
2. maintain discipline;
3. assign and delegate work;
4. determine quality and quantity of work performed;
5. maintain and improve efficiency;
6. require observance of nursing home rules and regulations;
7. direct the working forces;

8. determine the number of hours to be worked;
9. determine the materials, means and type of services provided;
10. determine the methods, supplies and equipment to be utilized;
11. determine methods of compliance with federal and state regulations affecting nursing homes;
12. discontinue jobs because of valid management and economic reasons;
13. decide employee qualifications consistent with federal and state standards; and
14. manage and administer Employer's operation.

ARTICLE 17

NO STRIKE OR LOCKOUT

The Union agrees to accept and abide by all of the provisions and conditions of this Agreement and during its term will not call, counsel or advise its members to engage in any walkout, sit down, slowdown or other interference with or interruption of work, and that it will not call, support, or otherwise encourage any walkout, strike or sympathy strike. The Company agrees that during the term of this Agreement there shall be no lockout.

ARTICLE 18

HEALTH AND HOSPITALIZATION PLAN

18.1 Hospitalization and Health Plan To Be Made Available: The Employer shall make available to employees a hospitalization and medical plan. If any employee chooses not to enroll in such plan when coverage is first available, periodic opportunities to enroll shall be made available to such employee, at least annually, consistent with the requirements of such plan. The specifics of such plan shall be determined at the discretion of the Employer, in consultation with the Union, but shall provide for group hospitalization and a surgical schedule. The Employer shall contribute toward the cost of such a plan.

18.2 Employee Contributions: The Employer and the employee shall share the costs of the various coverages offered by the Employer.

The Employer will make contributions on behalf of eligible employees.

18.3 Option For Pre-Tax Deduction Of Employee Contributions From Pay: The Employer agrees that the amount of employee contribution shall be deducted from the gross pay of the employee prior to the application of the appropriate state and federal tax tables and provided the employee has selected this option, as required by law.

18.4 Dental Plan To Be Made Available: The Employer agrees that a dental plan will be offered to eligible employees. The cost of said dental plan shall be at the expense of the employee and the premium shall be deducted from the employee's check prior to the application of the appropriate state and federal tax tables provided the employee has selected this option, as required by law.

18.5 Life Insurance: The Employer will offer life insurance to eligible employees.

18.6 Flexible Spending Account: The Employer agrees that a flexible spending account shall be made available to eligible members of the bargaining unit. The Employer maintains the right to amend or discontinue this program at its discretion.

18.7 Health Insurance Re-Opener: Either the Employer or the Union may re-open negotiations, at any time during the term of this Agreement, for matters covered under this Agreement that may be impacted by new laws or regulations regarding health care plans and sponsors. Should either party decide to re-open negotiations, it will provide the other party thirty (30) days prior written notice.

ARTICLE 19

RETIREMENT PLAN

Eligible employees shall be covered under the existing Evangelical Lutheran Good Samaritan Society **Retirement** Plan, and Savings Plan covering non-executive employees, as it may be amended in the sole discretion of the Plan's trustees. The Union shall be provided a copy of the Summary Plan Description provided to employees and the names of all eligible bargaining unit employees.

ARTICLE 20

MISCELLANEOUS

20.1 The parties agree to establish a joint labor management committee or similar vehicle to improve the level of cooperation. The goal will be to build a workplace where mutual respect is the foundation for a quality work life. This will be accomplished by dealing with issues directly and openly and without fear of reprisal.

A staffing committee will continue to be utilized for the primary purpose of discussing staffing issues and relative matters. The committee will consist of both labor and management and will be trained by Federal Mediation and Conciliation Services.

20.2.1 Time Off For Union Business: Employer shall grant the necessary time 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.

20.2.2 Employees who serve on the Union contract negotiation committee and are benefit eligible, will have all lost time hours paid by the Union credited for purposes of benefits per 5.11.

20.3 Amendment To Agreement: This Agreement may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the Agreement by addendum and signed by both parties.

ARTICLE 21

NON DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee because of his/her race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, veteran status, political affiliation, membership or activity in a local commission, disability, sexual orientation, gender identity and expression, or age.

ARTICLE 22

TERMINATION

This Agreement shall be effective from the date hereof, except as otherwise specifically provided, and shall continue in full force and effect through the 31st day of **January, 2023** except as otherwise specifically provided, and shall continue from year to year thereafter unless either party serves notice in writing upon the other party ninety (90) days prior to the expiration date of its desire to terminate, modify or amend the provisions of this Agreement. **During such negotiations, the provisions of Article 17 ("No Strike or Lockout") shall be deemed waived in the event of an impasse between the parties.**

In the event of State or Federal regulatory changes which impact the reimbursements for services provided by The Good Samaritan Society, the parties agree to reopen the economic provisions of the labor contract for negotiations.

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

GOOD SAMARITAN SOCIETY --
STILLWATER

By Bene Racine
Title Administrator

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189, AFL-CIO

By [Signature]
Title Union Representative

APPENDIX "A" – WAGES Wage Rates

2019																
Position	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year	12 year	13 year	14 year	15 year
CNA	15.05	15.20	15.35	15.50	15.65	15.80	15.95	16.10	16.25	16.40	16.55	16.70	16.85	17.00	17.15	17.30
TMA	15.05	15.20	15.35	15.50	15.65	15.80	15.95	16.10	16.25	16.40	16.55	16.70	16.85	17.00	17.15	17.30
CNA Inst.	15.05	15.20	15.35	15.50	15.65	15.80	15.95	16.10	16.25	16.40	16.55	16.70	16.85	17.00	17.15	17.30
Restorative Nursing Aide	15.05	15.20	15.35	15.50	15.65	15.80	15.95	16.10	16.25	16.40	16.55	16.70	16.85	17.00	17.15	17.30
Cook	14.70	14.85	15.00	15.15	15.30	15.45	15.60	15.75	15.90	16.05	16.20	16.35	16.50	16.65	16.80	16.95
Dietary Assistant	12.65	12.80	12.95	13.10	13.25	13.40	13.55	13.70	13.85	14.00	14.15	14.30	14.45	14.60	14.75	14.90
Housekeeping Assistant	12.65	12.80	12.95	13.10	13.25	13.40	13.55	13.70	13.85	14.00	14.15	14.30	14.45	14.60	14.75	14.90
Laundry Assistant	12.65	12.80	12.95	13.10	13.25	13.40	13.55	13.70	13.85	14.00	14.15	14.30	14.45	14.60	14.75	14.90
February 01, 2020																
Position	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year	12 year	13 year	14 year	15 year
CNA	15.35	15.50	15.65	15.80	15.95	16.10	16.25	16.40	16.55	16.70	16.85	17.00	17.15	17.30	17.45	17.60
TMA	15.35	15.50	15.65	15.80	15.95	16.10	16.25	16.40	16.55	16.70	16.85	17.00	17.15	17.30	17.45	17.60
CNA Inst.	15.35	15.50	15.65	15.80	15.95	16.10	16.25	16.40	16.55	16.70	16.85	17.00	17.15	17.30	17.45	17.60
Restorative Nursing Aide	15.35	15.50	15.65	15.80	15.95	16.10	16.25	16.40	16.55	16.70	16.85	17.00	17.15	17.30	17.45	17.60
Cook	15.00	15.15	15.30	15.45	15.60	15.75	15.90	16.05	16.20	16.35	16.50	16.65	16.80	16.95	17.10	17.25
Dietary Assistant	12.95	13.10	13.25	13.40	13.55	13.70	13.85	14.00	14.15	14.30	14.45	14.60	14.75	14.90	15.05	15.20
Housekeeping Assistant	12.95	13.10	13.25	13.40	13.55	13.70	13.85	14.00	14.15	14.30	14.45	14.60	14.75	14.90	15.05	15.20
Laundry Assistant	12.95	13.10	13.25	13.40	13.55	13.70	13.85	14.00	14.15	14.30	14.45	14.60	14.75	14.90	15.05	15.20
February 01, 2021																
Position	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year	12 year	13 year	14 year	15 year
CNA	15.75	15.90	16.05	16.20	16.35	16.50	16.65	16.80	16.95	17.10	17.25	17.40	17.55	17.70	17.85	18.00
TMA	15.75	15.90	16.05	16.20	16.35	16.50	16.65	16.80	16.95	17.10	17.25	17.40	17.55	17.70	17.85	18.00
CNA Inst.	15.75	15.90	16.05	16.20	16.35	16.50	16.65	16.80	16.95	17.10	17.25	17.40	17.55	17.70	17.85	18.00
Restorative Nursing Aide	15.75	15.90	16.05	16.20	16.35	16.50	16.65	16.80	16.95	17.10	17.25	17.40	17.55	17.70	17.85	18.00
Cook	15.40	15.55	15.70	15.85	16.00	16.15	16.30	16.45	16.60	16.75	16.90	17.05	17.20	17.35	17.50	17.65
Dietary Assistant	13.35	13.50	13.65	13.80	13.95	14.10	14.25	14.40	14.55	14.70	14.85	15.00	15.15	15.30	15.45	15.60
Housekeeping Assistant	13.35	13.50	13.65	13.80	13.95	14.10	14.25	14.40	14.55	14.70	14.85	15.00	15.15	15.30	15.45	15.60
Laundry Assistant	13.35	13.50	13.65	13.80	13.95	14.10	14.25	14.40	14.55	14.70	14.85	15.00	15.15	15.30	15.45	15.60
February 01, 2022																
Position	Start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year	11 year	12 year	13 year	14 year	15 year
CNA	16.25	16.40	16.55	16.70	16.85	17.00	17.15	17.30	17.45	17.60	17.75	17.90	18.05	18.20	18.35	18.50
TMA	16.25	16.40	16.55	16.70	16.85	17.00	17.15	17.30	17.45	17.60	17.75	17.90	18.05	18.20	18.35	18.50
CNA Inst.	16.25	16.40	16.55	16.70	16.85	17.00	17.15	17.30	17.45	17.60	17.75	17.90	18.05	18.20	18.35	18.50
Restorative Nursing Aide	16.25	16.40	16.55	16.70	16.85	17.00	17.15	17.30	17.45	17.60	17.75	17.90	18.05	18.20	18.35	18.50
Cook	15.90	16.05	16.20	16.35	16.50	16.65	16.80	16.95	17.10	17.25	17.40	17.55	17.70	17.85	18.00	18.15
Dietary Assistant	13.85	14.00	14.15	14.30	14.45	14.60	14.75	14.90	15.05	15.20	15.35	15.50	15.65	15.80	15.95	16.10
Housekeeping Assistant	13.85	14.00	14.15	14.30	14.45	14.60	14.75	14.90	15.05	15.20	15.35	15.50	15.65	15.80	15.95	16.10
Laundry Assistant	13.85	14.00	14.15	14.30	14.45	14.60	14.75	14.90	15.05	15.20	15.35	15.50	15.65	15.80	15.95	16.10

CNA PM (Evening) shift premium \$1.25.

Effective February 1, 2020, all employees shall receive a \$0.30 wage increase

Effective February 1, 2021, all employees shall receive a \$0.40 wage increase

Effective February 1, 2022, all employees shall receive a \$0.50 wage increase.

Employees currently in Cook classification who have greater than three (3) years of seniority, shall receive a \$0.20 per hour increase effective February 1, 2020 in addition to the general wage increase shown below.

APPENDIX "B"

PERSONAL PROPERTY

If an employee has their eyeglasses or uniform damaged at work the Employer may pay toward the cost of replacement. This shall be reviewed on a case by case basis.

APPENDIX "C"

CERTIFIED NURSING ASSISTANT **PRECEPTORS**/TRAINED MEDICATION AIDES

This Letter of Understanding sets forth the conditions of employment for CNA Instructors/Trained Medication Aides that are at variance from the existing agreement.

1. In March 2016, the parties agreed that the Employer could post openings for two CNA **Preceptors** positions. These openings were subsequently filled. However, the parties wish to outline the terms of this position going forward. CNA **Preceptors** will receive a premium of **\$2.00 per hour for actual hours worked when scheduled as a Preceptor**. Being physically present and able to train CNAs is an essential function of the CNA Instructor position. Accordingly, if a CNA **Preceptor** refuses to train a new CNA or is permanently or temporarily unable to physically perform the job duties, the Employer may remove the CNA **Preceptor** from that position. Management shall have the right to promote an employee to the position without regard to seniority or the posting provisions of the agreement.
2. The probation period shall be of six (6) months duration, and the employer shall have the ability to return the employee to their previous position and hours without causing a grievance.
3. Upon completion of the probationary period, the CNA **Preceptor** shall attain Super Seniority and be placed on a list of coordinators in the facility in accordance with their date or promotion to the CNA **Preceptor** classification.
4. The Employer retains the right to determine the number of coordinators it will employ at any given time, as well as the right to discontinue utilizing and/or modify the duties of the coordinators. The parties agree, however, to meet and confer prior to the discontinuance of the instructor position. CNA Preceptor may move back to the N.A.R. classification using their original date of hire.
5. As permanent or temporary hours become available while in this classification they will be posted and awarded on the basis of seniority as defined in #3 above.
6. Employees of Good Samaritan Society -- Stillwater working in the capacity of Trained Medication Aide shall only receive the applicable differential for such position when scheduled and/or actually performing work in such capacity
7. Good Samaritan Society -- Stillwater retains the right to determine the number of CNA Preceptors and/or Trained Medication Aides it will employ at any given time, as well as the right to discontinue utilizing and/or modify the duties of such positions. The parties agree, however, to meet and confer prior to the discontinuance of either or both positions.

APPENDIX "D"

IN HOUSE POOL AIDES

During the 1999 contract negotiations, it was agreed the parties could continue to develop language and implement an in-house pool aide program. The specifics of the plan would meet the following criteria:

1. They would be Union members who would be available to pick up straight time hours based on availability after regular scheduled staff had filled straight time shifts. The same would then apply for available overtime.
2. The pay would be established when the program began with the rate to be set at 70% of out-house pool costs and made a part of this agreement.
3. Each facility could establish pool at their option.

LETTER OF UNDERSTANDING

This Letter of Understanding is to confirm certain understandings reached between the Good Samaritan Society -- Stillwater and UFCW Local 1189, AFL-CIO as a result of their recent contract negotiations. Specifically, it is agreed and understood that:

1. Resolution of Seniority Issues (Section 7.8). The parties have agreed to refer the issue of hours and assignments for TMA's to the Labor Management Committee.

2. Supplemental Life Insurance. Effective 10/1/07, the Employer will cease offering employees the opportunity to purchase a \$5,000 supplemental life policy in addition to the Employer-provided life insurance (see Section 19.5). The Employer agrees to "grand-father" existing employees who have purchased the supplemental coverage.