

December 13, 2019

Tentative Agreement

GOOD SAMARITAN SOCIETY – COMFORCARE – UFCW Local 1189
December 3, 2019 TO December 2, 2022

Members of the UFCW Local 1189 bargaining committee fully recommend this Tentative Agreement for ratification by our members and coworkers.

1. 3 year agreement effective December 3, 2019 to December 2, 2022
2. Employees will progress to the next level on new wage scale at the beginning of the first full pay period in December each year of this contract.
3. The wage grid will be extended to 15 years, progressing 1.5% each year between 10 and 15 years
4. Employees with a BSN degree may receive a \$1.00 per hour premium
5. A new evening differential will be established at a rate of \$1.25 per hour.
6. If the tentative agreement is ratified by Jan. 5, 2020, each member of the bargaining unit shall be provided a \$300 bonus.
7. Employees will be eligible to participate in the company's discretionary year-end bonus program beginning in Dec 2020.

Summary of Proposed Changes:

4.9 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 8 hours in one day or forty eighty (40 80) hours in a work-week pay period.** 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. **Overtime assignments or shifts extending that result in overtime must be pre-approved by management. Daily duties associated with the assigned shift are expected to be completed within the shift. Exceptions must be pre-approved by management. [The management team will provide the process and the phone number of the appropriate contact.]**

5.11 (New) BSN Certification: Nurses who obtain a Bachelor of Science degree in Nursing (BSN) who are willing and able, may be assigned additional lead, reporting or mentoring responsibilities and be paid a premium of \$1 per hour.

5.12 (New) Evening and Overnight Shift Differential: Nurses working evenings or nights shall be paid a Shift Differential of \$1.25 per hour.

5.13 (New) Corporate Performance Bonus: If the company provides a discretionary employee year-end bonus program for non-contract employees, the bargaining unit employees will also be eligible to receive the bonus. This discretionary bonus is paid to all employees who have been employed for the entire fiscal year. The discretionary year-end bonus will be paid out in accordance with Sanford / Good Samaritan Society's eligibility guidelines and standard timeline for payout of this bonus.

12.7 (New) Compassionate Leave [Bereavement Leave]: All Full Time, Part Time, and Flex employees are eligible to receive up to 5 days of time off with pay to bereave the death of a spouse or child, or up to 3 days of time off with pay to bereave the death of an immediate relative, as outlined in the Sanford/GSS Compassionate Leave Policy in Appendix C of this agreement. Employees may be asked to validate the death and relationship to the deceased.

Article 19: Pension Retirement Plan: Eligible employees shall be covered under the existing Evangelical Lutheran Good Samaritan Society Pension retirement Pplan, 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. Disputes regarding the interpretation and/or application of the Employer's pension retirement plan benefit shall not be subject to the contractual grievance and arbitration provisions of this Agreement, but shall be subject to the appeal processes of the Plan.

ARTICLE10

PAID TIME OFF ("PTO")

Employees are eligible for Paid Time Off on the same basis as non-contract employees, except as otherwise amended by this agreement. 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. 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 straight-time hours for each pay period 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	Hours Earned Per Year If Working 2,080 hours	Amount Earned per Pay Period if working 80 hours
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Less than 1 year	.050	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

APPENDIX "A" - WAGE RATES

A.1 The employer agrees to wage increases in each year of the labor contract as follows:

- Effective the 1st full pay period in Dec 2019 each employee will advance one year on the new wage grid.
- Effective the 1st full pay period in Dec 2020 each employee will advance one year on the new wage grid.
- Effective the 1st full pay period in Dec 2021 each employee will advance one year on the new wage grid.
- Employees currently at or above the 10-year wage rate on the existing grid will move to the 11- year step on the new wage grid.

A.2 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.

A.3 Wage grid:

LPN	current	Dec 2019	Dec 2020	Dec 2021
start	\$19.50	\$19.75	\$20.00	\$20.25
Year 1	\$20.15	\$20.40	\$20.65	\$20.90
Year 2	\$20.44	\$20.69	\$20.94	\$21.19
Year 3	\$20.74	\$20.99	\$21.24	\$21.49
Year 4	\$21.04	\$21.29	\$21.54	\$21.79
Year 5	\$21.35	\$21.60	\$21.85	\$22.10
Year 6	\$21.66	\$21.91	\$22.16	\$22.41
Year 7	\$21.97	\$22.22	\$22.47	\$22.72
Year 8	\$22.29	\$22.54	\$22.79	\$23.04
Year 9	\$22.62	\$22.87	\$23.12	\$23.37
Year 10	\$22.95	\$23.20	\$23.45	\$23.70
Year 11		\$23.55	\$23.80	\$24.05
Year 12		\$23.90	\$24.15	\$24.40
Year 13		\$24.26	\$24.51	\$24.76
Year 14		\$24.62	\$24.87	\$25.12
Year 15		\$24.99	\$25.24	\$25.49
Flex	\$ 25.00	\$25.55	\$26.10	\$26.65

RN	current	12/1/2019	12/1/2020	12/1/2021
start	\$27.00	\$27.25	\$27.50	\$27.75
Year 1	\$27.65	\$27.90	\$28.15	\$28.40
Year 2	\$28.06	\$28.31	\$28.56	\$28.81
Year 3	\$28.47	\$28.72	\$28.97	\$29.22
Year 4	\$28.88	\$29.13	\$29.38	\$29.63
Year 5	\$29.31	\$29.56	\$29.81	\$30.06
Year 6	\$29.74	\$29.99	\$30.24	\$30.49
Year 7	\$30.17	\$30.42	\$30.67	\$30.92
Year 8	\$30.62	\$30.87	\$31.12	\$31.37
Year 9	\$31.07	\$31.32	\$31.57	\$31.82
Year 10	\$31.52	\$31.77	\$32.02	\$32.27
Year 11		\$32.25	\$32.50	\$32.75
Year 12		\$32.73	\$32.98	\$33.23
Year 13		\$33.22	\$33.47	\$33.72
Year 14		\$33.72	\$33.97	\$34.22
Year 15		\$34.23	\$34.48	\$34.73
Flex	\$ 35.00	\$ 35.55	\$ 36.10	\$ 36.65

The Good Samaritan Society

UFCW Local 1189

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