

~~Amos 5:24~~

~~"But let justice roll down like waters,~~

~~and righteousness like an ever-flowing stream."~~

~~Union Proposal for a Collective Bargaining Agreement by and between~~

**EMPLOYER'S COUNTER-PROPOSALS SUBMITTED 7/20/17.  
THE EMPLOYER RESERVES THE RIGHT TO REVISE OR  
WITHDRAW ANY PROPOSAL PRIOR TO AGREEMENT ON  
THE CONTRACT AS A WHOLE.**

## **COLLECTIVE BARGAINING AGREEMENT**

### **BY AND BETWEEN**

GOOD SAMARITAN SOCIETY -- COMFORCARE  
AND  
UNITED FOOD AND COMMERCIAL WORKERS  
UNION LOCAL 1189, AFL-CIO

\_\_\_\_\_, 2017 – \_\_\_\_\_, ~~2020~~**20**\_\_ **Term Open**

~~Presented to the Employer July 12, 2017~~

~~The Union reserves the right to add, modify, or delete and proposal.~~

GOOD SAMARITAN SOCIETY -- COMFORCARE

\_\_\_\_\_ TO \_\_\_\_\_

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Collective Bargaining Agreement  
By and Between  
GOOD SAMARITAN SOCIETY -- COMFORCARE  
and  
UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1189, AFL-CIO

THIS AGREEMENT made this 1st day of \_\_\_\_\_, 2017, by and between GOOD SAMARITAN SOCIETY -- COMFORCARE, 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 the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified, of all full-time and regular part-time **direct care** Registered Nurses and **direct care** Licensed Practical Nurses employed by Employer at its nursing home located at 1201 17th St NE, Austin Minnesota, excluding all ~~office-clerical employees, managers~~ **MDS Coordinators, Admissions Coordinators, Staff Development Coordinators, Nursing Managers, on-call Registered Nurses and Licensed Practical Nurses, traveling Registered Nurses and Licensed Practical Nurses, office clerical employees, managerial employees, temporary employees**, guards and supervisors as defined by the National Labor Relations Act.

**EMPLOYER COUNTER: NLRB Certification of Representative language.**

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 thirtieth (30th) 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.

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

**EMPLOYER COUNTER: Open Shop.**

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. (TA; 7/20/17)

**EMPLOYER INFORMATION REQUEST: Can the billing cycle for ABC coincide with the billing cycle for monthly dues deduction? If yes, we will agree to this language.**

1.4 UFCW Active Ballot Club: 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.

**EMPLOYER INFORMATION REQUEST: Can the billing cycle for ABC coincide with the billing cycle for monthly dues deduction? If yes, we will agree to this language.**

1.5 Union Visitation: The duly authorized representative of the Union may visit Employer's nursing home premises **at mutually agreeable times and upon advance notice to the Administrator or his/her designee**, 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.

**EMPLOYER COUNTER:** The Employer proposes advance notice of Union visits at mutually agreeable times.

## 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. (TA; 7/20/17)

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. (TA; 7/20/17)

**EMPLOYER COUNTER: Add definition of on-call employees. This is borrowed in part from the St. Mark's contract.**

**2.3 On-call employees shall be those employees who choose to work without a posted schedule; are paid per scale but do not receive or accrue benefits with the exception of time and one-half (1 ½) pay on holidays actually worked. On-call employees shall maintain seniority rights only if they work an average of sixteen (16) or more hours per pay period in a three (3) month period.**

## ARTICLE 3

### PAY PERIODS

3.1 Frequency of Pay: Employees shall be paid every two (2) weeks or more often. Payroll errors of three (3) hours or more, and caused by the Employer's error, shall be paid by the Employer within 24 hours of notification to the Employer, excluding weekends. (TA; 7/20/17)



## 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. Employer shall not change the shift of any employee in an arbitrary and capricious manner. Changes in the posted schedule will not be made without the consent of the employee.

**EMPLOYER COUNTER: The Employer is still reviewing Article 4. However, we need to discuss this proposal in the broader context of mandating.**

4.2 Safe Scheduling Levels: The Employer will ensure that sufficient nurses are hired and scheduled so as to have the schedule "full" at the time of posting. The Employer's failure to properly hire and schedule does not constitute an "emergency" under this Agreement. No bargaining unit nurse will be required to work in the event the Employer fails or neglects its duty to fill such job and/or shift vacancies. In the event that a bargaining unit nurse feels the staffing levels are unsafe, the employer will utilize a management nurse or an outside agency nurse work and ensure the safety of the bargaining unit nurses and the residents of the facility.

**EMPLOYER COUNTER: The Employer rejects this concept in its entirety.**

#### 4.3. Job Bidding:

The Employer shall post all regularly scheduled non-temporary vacancies for a minimum of seven (7) days. The posting will include the 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. During the posting period the Employer shall fill available hours in accordance with Section 4.3 below.

**EMPLOYER COUNTER: The Employer is reviewing this proposal.**

The parties agree to allow existing employees to add permanent hours to ~~their~~ **their** schedules, up to eighty (80) 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.

**EMPLOYER COUNTER: The Employer is reviewing this proposal, but its initial concern is with the fracturing of block schedules.**

4.4 Temporary Vacancies: The Employer shall post all known available hours (i.e., PTO, holidays granted off, leaves of absence, unfilled schedules, etc.) for a period of five (5) calendar days upon an appropriate bulletin board. These hours shall be awarded by 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 full and part-time employees with overtime.
3. Other non-bargaining unit employees or non-facility employees (pool).

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. If a call-in occurs within one hour of a shift's starting time, the staffing coordinator and/or charge nurse may ask employees currently on-site to work the open shift and to award the open shift on the basis of seniority.

**EMPLOYER COUNTER: The Employer is reviewing this proposal, but its initial concerns relate to the role of on-call employees and mandating.**

4.5 Weekend Scheduling: Employees shall normally be scheduled so they are not required to work more than two (2) weekends out of four (4) except by mutual agreement between the Employer and the employee.

**EMPLOYER COUNTER: The Employer is reviewing this proposal, but its initial concern is with its every other weekend staffing (not 2 out of 4 weekends) and deletion of “emergency or unavoidable situations” language..**

4.6 No Split Shifts: The Employer shall not schedule an employee for a split shift, unless the parties mutually agree to do so. [\(TA, 7/20/17\)](#)

4.7 No Shift Rotation: The Employer shall not rotate shifts of an employee, unless the parties mutually agree to do so. [\(TA, 7/20/17\)](#)

4.8 12 Hour Rest Between Shifts: Schedules shall provide employees with twelve (12) hours rest between shifts, except in cases of unforeseen emergency, or mutual agreement.

**EMPLOYER COUNTER: The Employer is reviewing this proposal, but its initial concern relates to back-to-back shifts and deletion of “unforeseen” language.**

4.9 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~~ **hours**’ pay or actual hours worked, whichever is greater, ~~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.

**EMPLOYER COUNTER: The Employer would agree to this provision with the changes noted.**

4.10 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.

**EMPLOYER COUNER: The Employer rejects overtime after 8 ½ hours per day.**

For purposes of this section, ~~“hours worked”~~ shall include paid PTO hours. The Employer may not call employees in from approved PTO in order to fill vacancies, unless such employees have advised the Employer that the Employer may contact them during their PTO.

**EMPLOYER COUNER: The Employer rejects the inclusion of PTO toward the calculation of overtime pay. The Employer will explore whether it can change its scheduling software to exclude employees on PTO from receiving notice of shift openings..**

4.11 2-Hour Notice to Employer: All employees on all shifts shall be required whenever reasonably possible to give Employer **a minimum of two (2) hours**’ notice if they are unable to report for work.

**EMPLOYER COUNTER: The Employer will agree to this proposal, as revised.**

ARTICLE 5

WAGES

**EMPLOYER COUNTER: The Employer is still reviewing this Article,**

5.1 Wage Schedules: The minimum schedule of wages and related wage provisions of this Agreement appear in Appendix A. **(TA on language, but the Employer will not agree to the implementation of wage scales in lieu of wage grids, 7/20/17)**

5.2 Shift Differentials: The Employer will pay shift differentials of: \$\_\_\_\_\_ for all hours worked on the evening shift, and \$\_\_\_\_\_ for all hours worked on the night shift.

**EMPLOYER COUNTER: The Employer will address shift differentials as part of the total economic package.**

5.3 Orientation Premium: \$\_\_\_\_\_ per hour extra will be paid to employees when providing orientation or training for new facility ~~employees~~ **Employees.**

**EMPLOYER COUNTER: The Employer will address orientation premium as part of the total economic package.**

5.4 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. Employees will be paid for attendance at all meetings and in-services, whether they are mandatory or not.

**EMPLOYER COUNTER: The Employer would like to discuss the impact of this proposal on current practice as it relates to voluntary meetings.**

5.5 Experience Credit — Other Employers: Employees who have worked in other long-term care facilities or related industries 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 ten (10) years' credit on the appropriate wage scale.

**EMPLOYER COUNTER: The Employer is agreeable to the Union's proposed language with the exception of the reference to wage scales, which it rejects.**

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 ~~pay period~~week, or 1,560 hours per credited year of experience).

Good Samaritan employees who previously worked at this facility and are rehired to their previous classification will return at no less than the experience level they left at. (TA, as revised to correct change to week., 7/20/17)

5.6 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, all hours paid will be credited toward benefits in any year. (TA, 7/20/17)

5.7 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. (TA, 7/20/17)

5.8 New Classifications — Rate of Pay: If any new classifications are instituted, the rate of pay shall be negotiated at that time. (TA, 7/20/17)

5.9 Incentive Programs:

Weekends: If an employee works his or her scheduled weekends, a bonus will be paid for any hours worked on their "weekend" off. The bonus will be \_\_\_\_\_ dollars (\$\_\_\_\_) per hour for all regular full and regular part-time employees. This bonus will be over and above any overtime pay for which the employee may be entitled.

—EMPLOYER COUNTER: The Employer is reviewing this proposal and will address weekend premium as part of the total economic package.

Over Twelve (12): If a regular full or regular part-time employee works more than twelve (12) hours on their regular "weekend" to work, they will receive double (2 times) for all hours after twelve (12) worked.

EMPLOYER COUNTER: The Employer rejects this proposal.

New Incentives: The parties recognize 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. (TA, 7/20/17)

5.10 Mileage Allowance: The Employer will use the current IRS allowance for mileage reimbursement when an employee is required to travel. (TA, 7/20/17)

## ARTICLE 6

### HOLIDAYS

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

**EMPLOYER COUNTER: The Employer rejects the proposal for paid holidays, as holiday pay is already computed in the PTO accrual. The Employer proposes continuation of current practice.**

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. (TA, 7/20/17)

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, provided they have worked their scheduled shifts immediately prior to and following the holiday (an exception will be recognized in case of excused absence or illness where satisfactory proof of such illness is furnished by the employee).

**EMPLOYER COUNTER: The Employer rejects the proposal for paid holidays, as holiday pay is already computed in the PTO accrual. The Employer proposes continuation of current practice.**

6.3 Scheduling of Christmas and New ~~Year's~~Year's Holidays: The Employer shall schedule the holidays of Christmas and New ~~Year's~~Year's so as to not require an employee to work both of the holidays. The actual holiday will be as defined in Section 6.4 of this Agreement.

**EMPLOYER COUNTER: The Employer rejects this proposal, as its current holiday schedule flips every other year. As a result, employees may have to work both Christmas Eve and New Year's Eve one year, but get both holidays off the following year.**



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 Year's holiday. (TA, 7/20/17)

6.4 Where an employee has been granted a full week which includes a scheduled holiday, the Employer will be responsible for finding a replacement in accordance with Section 4.3.

**EMPLOYER COUNTER: The Employer rejects this proposal. Employees know a full year in advance of their scheduled holidays, so it is not unreasonable to expect them to find their own replacements.**

## ARTICLE 7

### SENIORITY

7.1 Seniority Defined: Bargaining Unit Seniority shall be defined as the ~~employee's~~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, PTO, etc.) and other purposes as may be defined elsewhere in the agreement. (TA, 7/20/17)

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

**EMPLOYER COUNTER: Further discussion of this issue is necessary. The Union proposed that all RN's and LPN's be considered within the classification of "Floor Nurse" and treated as interchangeable "except where job duties require an RN license."**

7.3 Seniority List Postings: The employer shall post a seniority list January 15 and July 15 each year in accordance with the above, near the time clock. (TA, 7/20/17)

7.4 Layoffs and Reduction in Hours:

**EMPLOYER COUNTER: The Employer would like to have further discussion regarding temporary reductions in staffing.**

Seniority shall prevail in regard to laying off and rehiring with the least senior Nurse being the first laid off and the last recalled. Employees on lay-off will have recall rights for a period of twelve (12) months. Any Employee refusing a recall shall forfeit all recall rights. (TA, 7/20/17)

When the Employer reduces hours on a day to day or per shift basis, employees may volunteer to reduce their hours, starting with the most senior employee first. In such circumstances, those employees who have signed on a list posted by the Employer will be allowed to reduce hours in order of seniority per unit on said list. If no employee volunteers to reduce his or her hours, then the hours of the least senior employee will be reduced. (TA, 7/20/17)

7.5 Probation: Employees shall be probationary employees for the first thirty (30) 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 twenty-

fifth (25) 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.

**EMPLOYER COUNTER: The Employer proposes a 60-day probationary period. It takes longer to evaluate a nurse than it does a CNA.**

7.6 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. (TA, 7/20/17)

## ARTICLE 8

### 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) **calendar** 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. **(TA, if acceptable as revised, 7/20/17)**

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. **(TA, if acceptable as revised, 7/20/17)**

8.3 Discipline/Termination: Employees covered by this Agreement electing to resign or quit their employment shall give the Employer ~~two (2) week's~~**thirty (30) days** written notice and shall continue in the Employer's service during this ~~two (2) week~~**thirty (30) day** 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 PTO time since their last anniversary date of employment and other benefits to which such employees may be entitled, except wages earned and earned PTO pay through the date of their last employment.~~ The Employer shall give regular employees ~~two (2) week's~~**thirty (30) days'** written notice of termination or ~~two (2) week's~~**thirty (30) days'** pay in lieu thereof, except in the case of a discharge for just cause. **(TA, if acceptable as revised, 7/20/17)**

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. **(TA, 7/20/17)**



## 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 sixty (60) calendar days following the date ~~of receipt of the check by the employee~~ of payment.

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. (TA, if acceptable as revised, 7/20/17)

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, including 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 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
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

**EMPLOYER COUNTER:** The Employer rejects the Union’s proposed changes to the PTO program, and counters with continuation of the Employer’s corporate-wide PTO program.



## 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. (TA, 7/20/17)

11.2 Paid Lunch and Meal: An employee working twelve (12) or more hours will receive a thirty minute paid lunch period and a meal.

**EMPLOYER COUNTER: The Employer rejects the Union's proposal for paid lunch and a meal for employee's working 12-hour shifts.**

## 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 PTO 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. (TA, 7/20/17)

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 must use such paid time off concurrently with the leave. Extensions may be granted for up to one year ~~at the will not be unreasonably denied~~ upon written request to the administrator setting forth reasons for the ~~request. The leave may be renewed for an additional year upon written~~ request and verification of need. The Employer agrees to abide by the obligations of the Family and Medical Leave Act and Minnesota's Parental Leave Act. (TA, if the revised language is acceptable, 7/20/17)

12.3 ~~Personal~~General Leave of Absence: An employee may be granted a leave of absence, not to exceed ninety (90) days, upon written permission from the Employer. (TA, if the revised language is acceptable, 7/20/17)

12.4 Reinstatement Upon Return from Leave: An employee who returns from an injury, illness, ~~or maternity or personal leave~~ within twelve (12) weeks of the commencement of

the leave (ninety (90) days in the case of ~~personal~~general 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. (TA, if the revised language is acceptable, 7/20/17)

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. (TA, 7/20/17)

12.6 Funeral Leave: The employer shall pay funeral leave of: one (1) scheduled day for niece, nephew, aunt, and uncle; up to three (3) scheduled days for current spouse, children, and step-children, parents, step-parents, brothers, sister, current mother-in-law, current father-in-law, current sister-in-law, current brother in-law, grandparents, and grandchildren. Any longer absence may be granted by the Department Director and/or the Administrator; however the employee will be required to use PTO for the extended funeral leave. Additional leave without pay may be granted upon request. The Employer reserves the right to ask for verification of the death and the relationship. Employees may be granted time off to attend the funeral of a person not in their immediate family, subject to their supervisor's approval.

**EMPLOYER COUNTER: The Employer rejects the union's proposal for paid funeral leave, as funeral leave already has been calculated within the PTO benefit.**

12.7 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. (TA, 7/20/17)

## 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.

**EMPLOYER COUNTER: The Employer proposes the following in lieu of the Union's proposed successorship language:**

**“In the event the facility covered by this Agreement is to be sold, assigned, leased or transferred, the Employer will notify the Union as soon as possible of the name and address of the new owners, assignee, lessee, or transferee.”**

## 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.

**EMPLOYER COUNTER: The Employer proposes that the deleted language be reinserted into this Article. In addition, the Employer will be proposing language limiting the impact of past practices.**

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. (TA, [7/20/17](#))

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.

(TA, 7/20/17)

## 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. (TA, 7/20/17)



## ARTICLE 18

### HEALTH AND HOSPITALIZATION PLAN

**EMPLOYER COUNTER: The Employer rejects the Union's proposed enhancements to all benefits reflected in Article 18 and proposes continuation of current practice with respect to all such benefits.**

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 the full cost of the premium for single employee coverage in a plan classified as "silver" under the ACA.

18.2 Employee Contributions: The Employer will allow the employee to "buy up" or purchase additional insurance, if available, at their own expense.

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 employer will pay the cost of single dental plan for full-time and part-time employees. Additional coverage for family members 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 provide life insurance equal to one times the annual salary, up to \$50,000 maximum, to all full-time and part-time employees on the first of the month following 60 days of employment.

18.6 Accidental Death and Dismemberment: The Employer will provide all full-time and part-time employees with Accidental Death and Dismemberment coverage, up to \$50,000 maximum, on the first of the month following 60 days of employment.

18.7 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.



ARTICLE 19

PENSION PLAN

Eligible employees shall be covered under the existing Evangelical Lutheran Good Samaritan Society Pension 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. **Disputes regarding the interpretation and/or application of the Employer's pension plan benefit shall not be subject to the contractual grievance and arbitration provisions of this Agreement. (TA, if the proposed language is acceptable to the union, 7/20/17)**

## ARTICLE 20

### MISCELLANEOUS

20.1 Labor Management Committee: 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. The committee will consist of both labor and management and will be trained by Federal Mediation and Conciliation Services.

**EMPLOYER COUNTER: The Employer is still reviewing this proposal, but requests clarification of payment to employees in attendance at LMC meetings.**

20.2 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.

**EMPLOYER COUNTER: The Employer is not opposed to time off for Union business, but would like a limitation on the amount of such leave that can be taken.**

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. (TA, 7/20/17)

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. (TA, 7/20/17)

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, political affiliation, veteran status, membership or activity in a local commission, disability, sexual orientation, gender identity and expression, ~~or age.~~ **age, or Union membership or nonmembership. (TA, if the proposed language is acceptable to the Union, 7/20/17)**

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 \_\_\_\_\_ day of \_\_\_\_\_, 2020 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. The parties have agreed, however, that this Agreement may be re-opened for "wages only" negotiations (including shift differentials) in the second and third years of the Agreement, as per the notice provisions outlined above. During such negotiations, the provisions of Article 18 ("No Strike or Lockout") shall be deemed waived in the event of an impasse between the parties.

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

GOOD SAMARITAN SOCIETY --  
COMFORCARE

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

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

APPENDIX "A" – WAGE RATES

|  
To be provided by the Union at a later date

| The Union reserves the right to add, modify, or delete and proposal.