

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL NO. 1161**

Worthington, Minnesota

AND

**GOOD SAMARITAN SOCIETY –
MARY JANE BROWN**

Luverne, Minnesota

October 1, 2017 – September 30, 2019

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PREAMBLE

THIS AGREEMENT is entered into on this 1st day of October, 2017, by and between the Evangelical Lutheran Good Samaritan Society, d/b/a, Good Samaritan Society—Mary Jane Brown in Luverne, Minnesota, hereinafter referred to as the Employer, and the United Food and Commercial Workers Union, Local 1161, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the Union.

The Employer and the Union agree that the purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to set forth the parties' agreements concerning wages, hours, and working conditions, to assist in realizing the primary objectives of all parties; specifically to furnish the highest level of employee performance and quality resident care, and to establish a basis for the cooperative solution of labor relations concerns by responsible parties. Both the Employer and the Union will use their best efforts to further these objectives. Moreover, the parties also recognize that there are both state and federal regulations governing the operation of this facility; and both the Employer and the Union will use their best efforts to insure compliance with these rules and regulations.

ARTICLE I RECOGNITION

1.1 The Employer recognizes the Union as the sole collective bargaining representative of all employees employed at its Luverne, Minnesota, facility, described in the National Labor Relations Board Certification contained in Case No. 18-RC-13852.

1.2 The Employer agrees that no agreements, written or oral, shall be made with any employee or prospective employees individually or collectively which shall be in conflict with any of the provisions of this Agreement.

1.3 A duly authorized representative of the Union shall be permitted to visit the Employer's premises between the hours of 8:30 a.m. and 5:00 p.m. for the purpose of resolving or investigating filed grievances. The visits shall be prearranged with the Administrator, and shall take place at times when the Administrator or his designated representative is at the facility. Any conversations with employees shall be in break areas and the employees, if not on break, shall have permission from their immediate supervisor to be away from their job and shall be off the clock. There shall be no interference with the operation of the business or care of the residents.

1.4 The Employer agrees that in the event of a sale, transfer, assignment or other disposition of the facility, the Union will, if possible, be given thirty (30) days advance notice by the Employer in writing. In any event, the Employer agrees to comply with the

provisions of the WARN Act.

ARTICLE II MANAGEMENT RIGHTS

The Employer retains, solely and exclusively, except as abridged or modified by the terms of this Agreement, the right to manage the facility and the business including, but not limited to, the right to determine the starting and quitting times, daily and weekly work schedules, the number of hours and shifts to be worked by employees and departments, and the length of the workday and workweek; the right to hire, discharge, discipline, lay off, recall, promote, demote, and transfer employees; the right to determine qualifications, efficiency, and abilities of employees; the right to determine the work load and work performance level required; the right to establish and change facility procedures, rules, work rules, regulations, and practices; the right to close down or move or otherwise transfer the facility or any part thereof or to curtail operations; the right to discontinue the operation in whole or in part and to sell or dispose of all or any part of its assets; the right to subcontract for economic reasons (upon thirty (30) days' notice to the Union); the right to control and regulate the use of equipment, machinery, and other property of the Employer; the right to determine the number of employees in each classification, the number and types of classifications necessary, and the duties to be performed by each classification; the right to establish qualifications necessary for employment in each classification; the right to introduce new or improved equipment and health care procedures and techniques; the right to determine the number and locations of operations, the services rendered, and products and equipment to be utilized; and, otherwise generally, the right to manage the operation and direct to the work force. The above rights are not all-inclusive, but enumerate by way of illustration the types of rights which belong to the Employer, and it is understood that any of the rights, power, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except those specifically abridged or modified by this Agreement.

ARTICLE III HOURS OF WORK

3.1 Days worked shall normally be up to eight (8) hours per day. All hours worked in excess of eight (8) hours in a day or eighty (80) hours in each two (2) week period shall be considered overtime and paid at the rate of time and one-half (1½) the employee's straight-time rate of pay.

3.2 An employee's work schedule shall be posted at least two (2) weeks in advance of the affected date. The Employer will utilize its best efforts to adhere to such schedule, but it is understood that changes may be necessary due to patient care needs. Employees shall not be obligated to find their own replacements for the paid days that the

employee requests off, before the schedule is posted, provided that it is understood that employees are not guaranteed a day off merely because a request is made and a replacement is found. All scheduling shall be done by supervisors or their designee. Posted schedules shall provide employees with twelve (12) hours rest between shifts of seven (7) hours or more, except where resident care might otherwise be jeopardized by lack of available staff to work open shifts. In the event of any change in scheduled hours for employees, employees shall be given at least a seventy-two (72) hours' notice. The Employer will make a reasonable effort to contact those employees affected by a scheduling change by telephone in those situations where affected employees are not scheduled to work between the date the schedule is changed and the date of the new shift the employee is required to work. No employee will be rescheduled to avoid the payment of overtime, except by mutual agreement of the affected employee and the supervisor. Nothing in this Article shall be construed to restrict the Employer's right to make minor adjustments to the employee's schedule in order to adjust for unscheduled incremental daily overtime. Such adjustments will not exceed two hours per week.

3.3 Meals and rest periods are scheduled at times which will not interfere with the efficient operation of the Center. There will be a one-half ($\frac{1}{2}$) hour meal break for each eight and one-half ($8\frac{1}{2}$) hour shift, and there will be one (1) fifteen (15) minute rest period for each four (4) hour work period. Employees who work less than eight (8) hours will have their meal break and rest period adjusted as the department head deems appropriate. Meal breaks shall not be paid. The employee may purchase meals at a price determined by the Employer to be fair, and the Employer may, at its option, provide some foods to the employees at no cost. Meals will be provided at no cost to employees who work on the holidays described in Section 4.1. No food shall leave the Employer's premises. Employees shall be allowed to leave the premises during their meal break provided they have authorization from their department head or, if the department head is not on the premises, their supervisor.

3.4 Employees required to attend staff meetings and in-service education meetings held at the facility during their non-working hours will be paid a minimum of one (1) hours' pay. Meetings that exceed one (1) hour will be compensated accordingly. Employees are permitted to complete or make-up Learning Center in-services or recorded make-up in-services at their convenience (as long as such time does not trigger overtime or premium pay), in which case, they will be paid for actual time spent in such in-services, even if it is less than one (1) hour.

3.5 The regular work week shall be 12:01 a.m. on Sunday through midnight Saturday.

3.6 Nothing in this Article or Agreement shall be construed as a guarantee of any number of hours in a work day or workweek; or a limitation on the Employer's right to

utilize part-time, casual, student, or temporary employees or require employees to work overtime or on their days off, or to reduce hours in lieu of a lay-off.

3.7 Nothing contained in this Article or Agreement shall be interpreted as requiring or authorizing a duplication or a pyramiding of holidays, daily, or weekly premium or overtime payments.

3.8 Nothing contained in this Article shall be construed to restrict the Employer's right to place certain classifications on the more traditional forty (40) hour period for determining entitlement to overtime, in which case said employees would be paid at the rate of pay of time and one-half (1½) the employee's straight-time rate of pay for all hours worked in excess of forty (40) in a work week.

3.9 An employee called by the Employer who reports to work as requested shall be guaranteed a minimum of three (3) hours of work or pay, provided the employee is willing and able to work said period.

ARTICLE IV PAID TIME OFF (PTO)

4.1 Employees covered by this Agreement shall participate in the Employer's Paid Time Off (PTO) program, which combines paid vacation, paid sick leave, paid funeral leave, and paid personal leave days into one benefit package.

4.2 The Employer agrees to provide the Union with at least thirty (30) days' notice of any proposed changes to the Good Samaritan Society's existing PTO program.

4.3 Earned PTO hours are calculated by multiplying paid hours (including overtime) for each pay period by the appropriate multiplier.

<u>Years of service</u>	<u>Multiplier</u>	<u>Max Days/hours</u>	<u>Amount earned</u>
Less than 1 Year	.0500	104 Hours (13 days)	4.0000 hours
More than 1 < 4	.0692	144 Hours (18 days)	5.5360 hours
More than 4 < 9	.0885	184 hours (23 days)	7.0800 hours
More than 9	.1077	224 hours (28 days)	8.6160 hours

4.4 PTO hours may be carried over from year to year up to a maximum amount of 448 PTO hours per employee. No employee may borrow against future accrued PTO hours. No employee may maintain a negative balance of PTO hours. PTO hours cannot be taken in increments of less than fifteen (15) minutes. Earned PTO hours are available for use beginning with the first pay period following an employee's date of hire.

All unused PTO hours shall be paid at the employee's regular rate of pay upon termination of employment.

4.5 Use of PTO hours shall be requested by an employee on forms which shall be made available by the Employer to all employees. Employees may request sell-back dollars for up to 25% of their PTO balance at various times designated by the Employer throughout the year. Sell-back PTO hours must be requested on the appropriate forms provided by the Employer.

4.6 Current employees who have accumulated unused sick leave will have the balance of such unused sick leave transferred to a "Sick Leave Reserve" Account, which shall be available to such employees in accordance with the Good Samaritan Society's Sick Leave Reserve program.

4.7 PTO is only available for an employee's normally scheduled working hours. Employees will not receive PTO pay for hours they were not scheduled to work. With the exception of situations involving approved trades, employees who do not report for their scheduled shift will be charged PTO hours for the period of any such absence.

4.8 Requests for PTO must be submitted to the employee's supervisor at least two (2) weeks in advance, except in those cases where advance notice is not possible. In cases of illness or emergency, employees must normally give a minimum of three (3) hours' notice prior to the beginning of their scheduled shift. Employees who provide proper notice of unavailability due to illness or emergency, or who leave work before the end of a scheduled shift due to illness or emergency, will be paid from their PTO balance.

ARTICLE V HOLIDAYS

5.1 For the purposes of this Article, the following are the Employer's designated holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

5.2 Eligible employees shall receive holiday pay for those holidays listed in Section 5.1, based on average hours worked over the last four (4) biweekly pay periods. Holiday pay will not exceed eight (8) hours for a holiday. Employees who work on a designated holiday will be paid for hours worked at one and one-half (1½) times their hourly rate. (Employees who work on Easter Sunday will be paid for hours worked at one and one-half (1½) times their regularly hourly rate, but are not allowed to request PTO for those same hours.)

5.3 All employees shall have every other holiday off, and shall work every other holiday except when such scheduling would interfere with proper resident care. It is further agreed that, in order that all employees may have each holiday off every other year, all employees who work New Year's shall also work Memorial Day and all employees who are off on New Year's shall also be off on Memorial Day.

ARTICLE VI SENIORITY

6.1 An employee's seniority is defined as his/her most recent period of continuous employment with the Employer. Seniority within department shall be defined as the most recent date of permanent employment in that department.

6.2 An employee's seniority shall be lost in the following instances:

- a) When an employee quits voluntarily;
- b) When an employee is discharged;
- c) When an employee fails to return to work within two (2) calendar days after receipt of notice of recall by phone and by registered mail, sent to the employee at the address on file with the Employer (employee will also be terminated);
- d) When an employee does not perform any work for the Employer for a period of one (1) year (employee will also be terminated);
- e) When an employee fails to return as scheduled from a leave of absence (employee will also be terminated);
- f) When an employee has an unexplained absence for two (2) consecutive days (employee will also be terminated);
- g) When an employee accepts employment by another employer during a leave of absence (employee will also be terminated);
- h) When an employee accepts a non-bargaining unit position, except as otherwise provided in Appendix "A" to this Agreement.

6.3 In all matters of selection of personnel (for example, lay-off and recall), except temporary transfers, promotions to non-bargaining unit positions, assignment of extra hours and overtime, and reductions in hours, the Employer shall first consider

employees' demonstrated skills, ability, and performance. When in the sole judgment of the Employer there are two or more employees of relatively equal skill, ability, and performance, the principle of seniority within the department shall govern. After seniority within department, seniority shall govern. Temporary transfers, promotions to non-bargaining unit positions, assignment of hours and overtime and reductions in hours shall be at the Employer's discretion.

6.4 When the employer determines that a vacancy exists in a bargaining unit position and should be filled on other than a temporary basis, as soon as is reasonably possible under the circumstances, it will post a notice of the vacancy for four (4) consecutive days (excluding Saturday and Sunday). Selection from the employees who sign up will be according to the method described in Section 6.3 above. The Employer shall fill such vacancy from employees' bidding provided, in the sole judgment of the Employer, there are employees bidding on said vacancy who possess the qualifications to perform the position without substantial additional training or obtaining necessary certification. Prior to the time such positions are filled, the Employer may fill them with employees temporarily assigned to said positions.

6.5 The employee's seniority shall begin effective on said employee's first day of employment. Paid time off benefits will be retroactive to the employee's first date of employment.

6.6 The Employer agrees to provide the Union with a seniority list, by classification, of all employees within ten (10) days following the execution of this Agreement and thereafter, upon written request of the Union, not to exceed every four (4) months. A copy of same shall be posted in a conspicuous place at the facility.

6.7 In the event of a permanent layoff, bumping to another department shall be permitted in the following situation: an employee in a department, whose position is permanently eliminated by the Employer, and who has, at the time of the layoff, two (2) or more years of consecutive service within the one (1) year prior to the layoff in another department, may use that prior service to displace the least senior employee in the other department who has less skill, ability, and demonstrated performance than the bumping employee.

ARTICLE VII DISCIPLINE AND DISCHARGE

7.1 The Employer agrees that it will not discharge or suspend employees arbitrarily or without reason. Any employee who discharged or suspended may initiate a grievance within seventy-two (72) hours of the occurrence and have it processed under the terms of Article 8 of this Agreement.

7.2 Written and verbal warnings will cease to be effective one (1) year from their date of issuance provided that the conduct for which the warning was given has not recurred and provided further that the warning was not given for a Group Three work rule violation. All warnings for Group Three work rule violations will remain effective in that employee's file throughout his/her term of employment. All warnings will remain as part of the employee's personnel record.

ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURE

8.1 Grievances, for purposes of this Agreement, are defined as questions of interpretation and application of specific provisions of this Agreement arising during the life of this Agreement; provided, however, that the exercise of the rights set forth in Article II, Management Rights, shall not form the basis of a grievance or arbitration. Grievances shall not be filed, discussed, investigated, or otherwise processed during working time.

8.2 Any grievance shall be taken up directly between the employee, with or without the union steward, and the employee's department head or his/her designated representative within seventy-two (72) hours after the employee knew or reasonably should have known of the occurrence giving rise to the grievance. The parties shall attempt to resolve the grievance.

8.3 If the matter is not resolved, it must be reduced to writing and presented to the Administrator (or the Administrator's designated representative) within five (5) days of when the employee knew or reasonably should have known of the occurrence giving rise to the grievance.

8.4 The written grievance must contain a description of the conduct complained of, the section of the contract allegedly violated, the relief requested, and the signature of the grieving employee. Any grievance which fails to conform with this requirement may be disregarded by the Employer and may not be processed further.

8.5 The Administrator or the Administrator's designated representative shall issue a written decision within five (5) days following receipt of any grievance which conforms to the requirements of Section 8.4 above.

8.6 If the Union declines to accept or does not receive the Employer's response described in Section 8.4 above, it may proceed to arbitration. At any step in this grievance procedure, the Executive Board of the local union shall have the final authority with respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further, if in the judgment of the Executive Board, such grievance or dispute lacks merit or lacks justification under the terms of this

Agreement to the satisfaction of the Union Executive Board. No employee covered by the terms of this Agreement shall have any individual right outside of the Union to process a grievance beyond the second step of the grievance procedure set forth in this Article.

8.7 If the Union wishes to proceed to arbitration, it must notify the Administrator in writing within ten (10) days of the day of the decision by the Employer described in Section 8.5 above, or twenty (20) days of the date the employee knew or reasonably should have known of the event giving rise to the grievance, whichever occurs first. At any time during this period, the duly authorized business agent of the Union may meet and confer with the Administrator at a mutually agreeable time for the purpose of discussing and resolving the grievance. Any employees whose presence in the meeting is necessary shall be off the clock.

8.8 No issue may be submitted to arbitration which has not been raised as a written grievance, and no written grievance may be submitted to arbitration unless it conforms to the requirements of Section 8.4 above.

8.9 Failure to adhere to the time limitations set forth in this Article shall permanently bar any further processing of the grievance, including the submission of said grievance to arbitration. However, the time limits herein may be extended by mutual agreement of the parties on a non-precedent setting basis.

8.10 Unless the parties agree otherwise in writing, no settlement of any grievance shall operate or be construed as a precedent or a prior practice for any subsequent situations.

8.11 In the event that a proper request to arbitrate is made by the Union, either party may request from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. Upon receipt of this panel of five (5) arbitrators, the Union shall strike the first name from the list. Arbitrator names shall thereafter be struck alternatively until one name remains. (Either party may reject the panel prior to striking, in which case a new panel shall be requested.) A letter will thereupon be drafted notifying the arbitrator selected and asking that person to submit with his/her reply of acceptance earliest dates of availability.

8.12 In rendering a decision, the arbitrator shall be governed and limited by the provisions of this Agreement, applicable law, and the expressed intent of the parties as set forth in this Agreement. In matters involving discipline, the arbitrator's authority shall be limited to determining whether the employee engaged in misconduct prohibited by the Employer. The arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement, or substitute his judgment for that of the Employer and shall confine his judgment strictly to the facts submitted in the hearing, the

evidence before him/her, and the express terms and provisions of this Agreement. To the extent that the arbitrator complies with these limitations, the arbitrator's decision shall be final and binding upon the parties.

8.13 The expense of the arbitrator shall be borne equally by the parties. The total cost of any stenographic record which may be made or transcripts thereof shall be paid by the party ordering same; provided, however, that if the arbitrator requests a transcript, the cost of the stenographic record shall be borne equally by the parties; provided further that each party shall bear the cost of obtaining its own copy.

8.14 If either party shall claim before the arbitrator that a particular grievance fails to meet the tests of arbitrability as set forth herein, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits.

ARTICLE IX HEALTH AND WELFARE

9.1 All regular full-time employees and part-time employee who are compensated for at least sixty (60) hours biweekly, as calculated in accordance the Affordable Care Act, shall be eligible to participate in the Ev. Lutheran Good Samaritan Society Group Insurance Plan upon completion of sixty (60) days of employment. The Employer agrees to contribute toward the cost of the monthly premium for eligible employees for the term of this Agreement.

9.2 Life Insurance Coverage. The Employer shall provide all regular full-time and part-time employees who average a minimum of sixty (60) compensated hours per bi-weekly pay period with life and accidental death term insurance, at no cost to the employee, in an amount equal to one times the employee's estimated annual salary, rounded up to the nearest \$1,000, up to a maximum of Fifty Thousand Dollars (\$50,000.00).

9.3 Disputes arising out of the administration or providing of the benefits described herein shall not be subject to the grievance and arbitration provisions of this Agreement, except in the event of the Employer's alleged failure to meet its obligations to pay premiums.

ARTICLE X PENSION

The Employer agrees to continue the Ev. Lutheran Good Samaritan Society Pension Plan in effect at the time of this Agreement, and the provisions of same shall continue during the term of this Agreement except as amended from time to time in the

sole discretion of the trustees. Any disputes as to the Pension Plan shall not be subject to the grievance procedure herein.

ARTICLE XI FUNERAL LEAVE

11.1 Employees shall be granted time off to attend the funeral of an immediate family member, which includes the following relations: spouse; parents; children; daughter-in-law; son-in-law; grandparents; grandchildren; brothers or their spouses; sisters or their spouses; spouse's parents; spouse's children; spouse's grandchildren; spouse's brothers or their spouses; spouse's sisters or their spouses; spouse's grandparents; corresponding "step" relatives; corresponding legally adopted relatives; corresponding foster relatives; or corresponding "half" relatives (e.g., half-sister).

11.2 Employees may be granted time off to attend the funeral of a person not in their immediate family, subject to their supervisor's approval.

11.3 Employees will be charged PTO hours for all approved funeral leave.

ARTICLE XII JURY DUTY

12.1 Employees required to serve on a jury will be paid the difference between the amount of jury pay and the pay they would have received had they not been required to serve on the jury, provided the employee verifies to the Employer's satisfaction that such service actually occurred and the rate of pay the employee received.

12.2 It is also understood that in cases where third shift employees are required to serve on a jury the Employer will, upon request by the employee, attempt to replace said employee on the schedule if the combination of jury service and work would reasonably tend to interfere with patient care.

ARTICLE XIII WAGES

13.1 Wage Rate. Attached to, and made a part of this Agreement, wage rates appear as Appendix "A". The wages found therein shall constitute the minimum scale of wages to be paid to employees working the classifications covered by this Agreement.

13.2 If any employee has a question as to whether he/she is being paid at the appropriate rate or has been compensated in accordance with the terms of this Agreement, the affected employee shall be permitted at a time mutually convenient for

the Employer and employee to inspect his/her pay records. Any such inspection shall be conducted in the presence of the Administrator or the custodian of the payroll records. Errors in an employee's paycheck which exceed Fifteen Dollars (\$15.00) shall be covered by a salary advance, unless the payroll error is the employee's fault, in which case, the error will be corrected on the employee's next paycheck.

13.3 An employee temporarily assigned to a higher classification shall be compensated at the rate of pay for that classification, provided the employee is assigned to said classification for the balance of the employee's shift and said classification is a classification covered by the collective bargaining agreement. In those situations where a bargaining unit employee is asked to assume the supervisory or managerial duties of his or her supervisor, due to such supervisor's absence on vacation, leave of absence, or illness, such employee will be paid a premium of One Dollar (\$1.00) per hour above his or her regular, straight-time hourly wage rate for all time spent actually performing such supervisory or managerial duties; provided, no premium shall be paid in those situations where a supervisor is absent for less than one full shift.

ARTICLE XIV LEAVES OF ABSENCE

14.1 Employees who have completed sixty (60) days of continuous employment may be granted written leaves of absence without pay for medical reasons. Employees who have completed one (1) year of continuous employment may be granted written leaves of absence for educational or personal reasons. Except as otherwise provided, whether the leave is granted and the length of said leave shall be at the discretion of the Employer.

14.2 Reinstatement is not guaranteed to any employee returning from leave of absence unless federal, state, or local laws require otherwise. However, upon returning from a leave, the Employer will try to place the employee in their former position or a position that is comparable in pay. This is subject to resident or client needs, availability of qualified replacements, budgetary restrictions, and other factors. If such placement is not possible, the employee will be assigned to a job for which they are qualified. This job may not be within the same job classification or pay rate as the former position. If no appropriate open position exists, the employee will be placed on a preferential hiring list for future openings.

If any of the following occur, the employee will be deemed to have voluntarily resigned:

- a) The employee fails to return from leave of absence at the specified or agreed upon time;

- b) The employee refuses to accept an open position for which they are qualified when the leave ends;
- c) The employee intentionally abuses the Employer's leave of absence policy for the purposeful intent to maintain employment with the Employer while: (1) seeking or accepting work with another employer or (2) establishing or operating their own business; or
- d) The employee fails to notify the Employer of their availability.

(The Administrator may approve exceptions if compelling reasons exist.)

14.3 When returning from a family/medical leave or parental leave as provided by Minnesota statute, an employee is entitled to be restored to the position he or she held when the leave began, or to an equivalent position. A "fitness-for-duty" certification may be required prior to returning to work.

14.4 In the case of leaves of absence for medical reasons, employees shall be granted a leave of absence, without pay, of up to six (6) months. In the case of leaves of absence for personal reasons, employees may be granted a leave of absence without pay of up to six (6) months or such other time as the Employer may deem appropriate. Any earned paid time off must be used as a part of any leave of absence, except leaves for medical reasons (however, the employee may choose to use such earned time off), and leaves granted pursuant to Section 15.6 or 15.7.

14.5 In the case of leaves of absence for military service, the provisions of the Uniform Services Employment and Reemployment Rights Act of 1994 shall control.

14.6 The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay to an employee (maximum of two (2) in a calendar year, and no more than two (2) at a time) designated by the Union to attend a labor convention or serve in any capacity on other official union business for a period of time not to exceed fourteen (14) calendar days, provided at least thirty (30) calendar days' written notice is given to the Employer by the Union specifying the individual and the length of time off. It is agreed that the thirty (30) day calendar notice may be waived if the Employer obtains a qualified replacement for any employee requesting time off in accordance with this paragraph. The Union agrees that in making its request for time off for union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption at the facility due to lack of available employees. The employee shall find his/her own replacement.

14.7 The Employer reserves the right to amend, modify, cease or otherwise change these procedures within the parameters of state and federal law. The Family and Medical Leave Act does not preempt existing state and local laws which provide greater family leave or medical leave rights. These leaves will be treated as running concurrently unless otherwise prohibited by state or local law. Consult the Employee Handbook and the Handbook Addenda and additional posted information in the facility to determine if other state-specific practices apply.

ARTICLE XV MISCELLANEOUS

15.1 Bulletin Board. The Employer shall provide a bulletin board for the Union to post union bulletins and announcements. All items must be submitted to the Administrator, or the Administrator's designee, for approval prior to being posted. Only matters which are considered noncontroversial, not derogatory of the Employer or any of its personnel or policies, and not designed to promote the interests of any individuals or political parties or groups will be approved.

15.2 Labor Management Meetings. A committee composed of two (2) members designated by the Employer and two (2) members designated by the Union shall be established for the purpose of discussing and proposing possible solutions to matters of concern to both the Employer and the Union. During the life of this Agreement, the committee shall (a) meet quarterly, if requested by either party, at mutually agreed upon times; (b) discuss and make recommendations to the parties concerning employee relations concerns referred to the committee by any employee or the parties; and (c) discuss and make recommendations designed to increase efficiency and productivity and advance the interests of resident care.

The committee shall have no authority to bargain for the parties on any issue or to review grievances. Each party shall bear any expense incurred by its members. Committee members appointed by the Union shall be off the clock during these meetings. Minutes of the meetings shall be taken by both sets of representatives and transmitted to the Administrator.

15.3 Non-bargaining Unit Personnel. It is understood that while supervisors and other employees not described in Article 1 and Appendix "A" of this Agreement are not included in the bargaining unit or covered by this collective bargaining agreement, this Agreement shall in no way affect, dictate, or interfere with what duties these employees may perform.

15.4 Non-Discrimination. There shall be no discrimination under any circumstances by either the Union or the Employer on the basis of race, color, creed,

religion, national origin, gender, sexual orientation, disability, age, veteran status, status with regard to public assistance, union activity or status, nonunion activity or status, marital status, or other protected class.

15.5 Uniforms. All employees shall wear uniforms as required and defined by the head of the department in which they are working. All employees will be required to have their uniforms after sixty (60) days of employment.

15.6 Definition of Employees. Full-time employees are defined as those who were scheduled for and worked an average of sixty (60) hours per pay period, as calculated in accordance with the Affordable Care Act. Regular part-time employee are those who were regularly scheduled and worked less than sixty (60) hours per pay period, as calculated in accordance with the Affordable Care Act.

15.7 Employee Right-To-Know Law. A copy of the Employer's hazardous substances shall be available for all employees' review at any time. It shall be identified and interpreted in General Employee Orientation.

15.8 Worker's Compensation Supplement. In case of an injury that affects worker's compensation, PTO may be used by the employee as compensation for those days not covered by worker's compensation benefits.

15.9 Credit Union. All employees, if they elect to, are eligible to become members of the Good Samaritan Federal Credit Union.

15.10 Transfers. When an employee in good standing requests a transfer to another facility, a written request shall be made to his/her supervisor or department head. Prior to any transfer, approval from the Administrator must be granted. Requests for and actual transfers from one facility to another must have prior approval from each of the affected Administrators. Transfer from one facility to another must transpire within thirty (30) calendar days from the approval date established by each Administrator.

15.11 Voluntary Dues Check-off. Upon receipt of a voluntarily executed written authorization from an employee, which may be revoked in writing to the Employer at any time, the Employer agrees to deduct monthly dues and initiation fees from the paycheck of the employee and remit such deduction to the Union within ten (10) days after such deduction is made. In the event no wages are due the employees or if there are insufficient funds to cover the required deduction, the Employer will deduct whatever portion of the required amount which can be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result

of any action taken or not taken by the Employer under the provisions of this Dues Check-off clause. The Employer agrees to notify the Union of the receipt of any revocations.

ARTICLE XVI NO STRIKE - NO LOCKOUT

16.1 It is agreed that during the life of this Agreement there shall be no lockout on the part of the Employer and no strike, sympathy strike, walkout, slowdown, picketing, or other interference with or interruption of work at this facility on the part of the Union or employees, regardless of whether the cause thereof was or was not subject to arbitration.

16.2 The Union agrees that during the life of this Agreement, neither its officers nor its membership will call, instigate, participate in or condone any strikes, sympathy strikes, walkouts, slowdowns, picketing, or other interference with or interruption of work at this facility and, in the event of an unauthorized action by employees it will use all available lawful means to stop such action.

16.3 The Union shall not question the unqualified right of the Employer to discipline or discharge employees who have engaged in any of the conduct described above in Section 17.1 and 17.2. However, an issue of fact as to whether any particular employee was engaged in such unauthorized action shall be subject to the grievance and arbitration procedures. The failure of the Employer to discharge or otherwise discipline certain employees shall not be deemed a waiver of its right to discipline other employees if the Employer feels that different discipline is appropriate.

ARTICLE XVII COMPLETE AGREEMENT

The parties agree that this Agreement represents the complete and total agreement between them, and the entire extent of the Employer's contractual obligations toward the Union or the bargaining unit employees; and that any terms and conditions of employment which currently exist and which are not specifically identified and dealt with in this Agreement remain at the total discretion of the Employer. Neither party shall in any way be bound as a matter of contractual obligation to any prior custom, practice, or procedure, grievance settlement or oral agreement of any kind.

ARTICLE XVIII SEPARABILITY

18.1 Should any party hereof or any provision herein contained be rendered or declared illegal by reason of any existing or subsequently enacted legislation or by a decree of competent jurisdiction or an unfair labor practice by final decision of a labor

relations board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate any of the remaining portions hereof. Nothing herein shall be construed to replace or abridge the right of either party to appeal court of administrative decrees or decisions.

18.2 In the event that any part or portion of this Agreement is declared illegal, the parties shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such part or portion declared illegal.

ARTICLE XIX TERM OF AGREEMENT

19.1 This Agreement shall continue in full force and effect from October 1, 2017, through September 30, 2019. All wage increases shall become effective on October 1st of the respective contract year, unless otherwise noted. This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party to the other party at least ninety (90) days prior to the expiration date of the Agreement.

19.2 The parties have agreed to reopen this Agreement for "wages only" negotiations to determine wage increases for the second year of the Agreement.

19.3 The parties acknowledge that the Patient Protection and Affordable Care Act of 2010, as amended ("PPACA"), imposes a number of requirements and penalties related to healthcare plans and sponsors. Because the PPACA regulations are not yet issued, and many questions remain with respect to eligibility, coverage, penalties and exchange rules, the parties agree that either party may re-open negotiations for matters covered under the Agreement that may be impacted by the PPACA regulations any time during the term of this Agreement. Should either party decide to re-open negotiations, it will provide the other party thirty (30) days prior written notice.

IN WITNESS WHEREOF, the parties have hereto caused this instrument to be executed on the day and year indicated below.

GOOD SAMARITAN SOCIETY –
MARY JANE BROWN,
LIVERNE, MINNESOTA

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1161,
WORTHINGTON, MN

By [Signature]

Date 10-19-2017

By [Signature]
Michael Potter, President

Date 10-19-2017

By [Signature]
Darin Rehnelt, Business Agent

Date 10-19-2017

APPENDIX A

MINIMUM SCHEDULE OF WAGES

A.1 The following shall constitute the minimum rates of pay for full-time and regular part-time employees in the classifications listed below for the term of this Agreement; provided, however, the Employer reserves the right to increase the minimum wage rates for any employment classification without negotiating with the Union prior to granting such wage increase. Written notice of granting any such increase shall be provided to the Union. The Employer agrees that any such increase in the minimum rates listed below shall not result in the payment of higher wages to new employees in comparison to similarly situated employees already employed by the Employer.

<u>Classification:</u>	<u>Rate of Pay:</u>	<u>Effective Date:</u>
<u>Nursing/Phys. Therapy*</u>		
<u>CNA</u>	\$13.60	10/01/17
<u>TMA*</u>	\$14.40	10/01/17
<u>Restorative Aide</u>	\$14.10	10/01/17

*Trained Medication Assistants will receive eighty (80¢) cents per hour above contract rate of CNAs. Designated proctors in all departments will receive twenty-five (25¢) cents per hour above contract rate for all hours spent in actual instruction of other departmental staff.

<u>Laundry, Housekeeping, Activities*</u>	\$11.00	10/01/17
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*Activity Assistants who are also CNAs will receive a starting wage of \$13.60 per hour.

<u>Cooks</u>	\$12.75	10/01/17
<u>Dietary Assistants</u>	\$11.00	10/01/17
<u>Maintenance (Environmental) Assistants</u>	\$13.00	10/01/17

A.2 Wage Cap Tied to 115% of Starting Rate for CNA's. The wage rates for employees in the following classifications cannot exceed 115% of the Starting Rate for CNA's (e.g., if the Starting Rate for CNA's is \$10.00 per hour, 115% of that Starting Rate would be \$11.50 per hour): Laundry Assistants, Housekeeping Assistants, Activities Assistants, and Dietary Assistants.

A.3 Wage Cap Tied to Starting Rate of Pay for LPN's. The wage rates for employees in the following classifications cannot exceed the Starting Rate of Pay for LPN's (e.g., as of December 6, 2013, the Starting Rate for LPN's is \$14.50 per hour): CNA, TMA, Restorative Aide, Cook, and Maintenance Assistants.

A.4 Wage Increases. All bargaining unit employees employed as of the ratification date of this Agreement shall receive an increase to their base wage rate, reflecting either the increase in the starting rate for their respective classification or their placement on the Employer's hiring wage grid (Appendix A), whichever is greater. Employees currently employed in the classifications of CNA, Restorative Aide, and TMA shall receive a minimum wage increase of forty-cent (\$0.40) per hour. Employees currently employed in the classifications of Laundry Assistant, Housekeeping Assistant, and Dietary Assistant shall receive a minimum wage increase of twenty-five cent (\$0.25) per hour. Employees currently employed in the classifications of Maintenance (Environmental) Assistant shall receive a minimum wage increase of fifty-cent (\$0.50) per hour. Employees currently employed in the classifications of Cook shall receive a minimum wage increase of thirty-five cent (\$0.35) per hour. All wage increases will be effective October 1, 2017, for all current employees on the payroll effective the date of the ratification.

A.5 The Employer may, at its discretion, hire temporary, casual, or PRN employees at a rate set by it, who shall not be covered by this Agreement; provided, however, that in the case of temporary employees, such employees may not be hired for a period in excess of ninety (90) days or, in the case of employees hired to perform a specific project, the length of said project. Casual and PRN employees shall be defined as those employees who are not regularly scheduled by the Employer. Bargaining unit employees who request to go to casual or PRN status shall not accumulate seniority or other benefits under this Agreement; however, in the event such an employee subsequently returns to regular employment status, his or her previously accrued seniority shall be reinstated.

A.6 The Employer may hire new employees at a wage rate commensurate with their prior years of experience, up to a maximum of eighty percent (80%) of the applicable amount reflected in the wage grid for like years of experience. For the purposes of this Section, a "prior year of experience" means a prior year of experience as a regular, full-time employee in a health care setting. For those positions requiring certification and/or

licensing, credit may only be extended for prior years of experience during which such employee possessed the necessary certification and/or licensing.

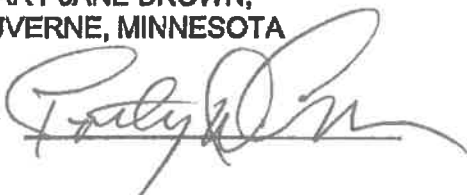
A.7 Employees scheduled to work the "P.M." shift (i.e., 2:00 p.m. - 11:00 p.m.) will receive an additional .25 cents per hour above their regular rate of pay for all hours worked during such shift. Employees scheduled to work the "night" shift (i.e., 10:30 p.m. - 7:00 a.m.) will receive an additional .25 cents per hour above their regular rate of pay for all hours worked during such shift. Employees working shifts commencing prior to, or overlapping with the "P.M." shift shall not be entitled to the "P.M." shift premium.

A.8 Employees scheduled for weekend on-call time, excluding maintenance employees, will receive one dollar (\$1.00) per hour for those hours spent on-call and in waiting to be contacted by the Employer. If actually contacted by the Employer to report to work, such employees will receive their regular rate of pay upon reporting to work as requested. This section shall be deemed inoperative during the term of this Agreement.

A.9 All remaining provisions of the parties' Collective Bargaining Agreement remain in full force and effect.

GOOD SAMARITAN SOCIETY -
MARY JANE BROWN,
LUVERNE, MINNESOTA

By

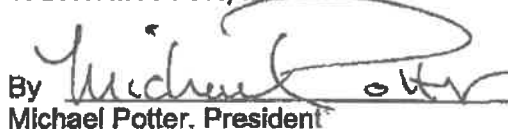


Date

10-19-2017

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1161,
WORTHINGTON, MN

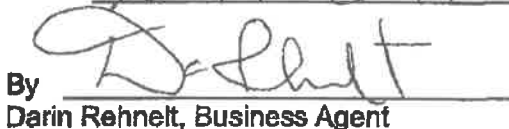
By


Michael Potter, President

Date

10-19-2017

By


Darin Rehne, Business Agent

Date

10-19-2017

MEMORANDUM OF UNDERSTANDING

In an effort to establish a more harmonious relationship, the parties whose signatures appear below have achieved the following understandings. The parties acknowledge that these understandings are not contractual in nature and cannot form the basis of a grievance, but rather are expressions of a sincere desire to work together for the benefit of all concerned.

1. During the months of October, November, January, February and March, the Employer may relax the thirty (30) day notice requirement for vacation requests on a non-precedential basis when, in the judgment of the Administrator and the employee's department supervisor, the granting of such a request will not interfere with the proper staffing of the department and/or the facility.

2. The Employer will consider the impact of schedule changes on an employee's hours. The Employer cannot guarantee hours and cannot promise that necessary schedule changes will not result in a redistribution and possible reduction in an individual employee's hours.

3. On a 60-day trial basis, Union Representative Darin Rehnelt, and only Mr. Rehnelt, will be afforded an opportunity to attend new-hire orientation to introduce himself to the new employee; identify the Union Local, as well as the existence of this Agreement; and explain the Union's role in collective bargaining and the processing of workplace grievances. Mr. Rehnelt will be allotted up to fifteen (15) minutes of time during such new-hire orientation. The date, time, and agenda of new-employee orientation shall be determined by the Employer. When possible, the Employer shall provide Mr. Rehnelt with 48-hours' notice of new-employee orientation via email, and will notify Mr. Rehnelt of any cancellations via telephone. The Union shall provide the Employer with an advance copy of the scripted statement outlining Mr. Rehnelt's presentation to such new hires. A management representative will be present during all such presentations by Mr. Rehnelt to new hires. The Union agrees that there shall be no campaigning or "selling" of the Union and/or its accomplishments during new employee orientation. At the end of the 60-day trial period, the Employer has the discretion to unilaterally discontinue Mr. Rehnelt's ability to meet with new employees during orientation. Such decision will not be subject to legal challenge by the Union. In the event the Employer terminates Mr. Rehnelt's ability to attend new-hire orientation in the above-described capacity, a Union Steward may be present during new hire orientation under these same stipulations and such time shall be off the clock.

4. Employees who work dual classifications (e.g., as Cooks and Dietary Aides), shall be compensated at the applicable rate of pay for all hours worked in a particular classification, provided the employee is scheduled and assigned to said

classification. Those employees beyond the start rates reflected in Appendix A shall be compensated on the basis of the agreed-upon increases for the particular classification of work performed, but the existing wage spread in the starting rates for the different classifications shall be maintained.

5. The Employer agrees to provide incentive pay, on a trial basis, to those employees who work unscheduled hours under the following conditions and stipulations. During weekend hours (defined as 10:30 p.m. Friday through 10:30 p.m. Sunday), nursing department employees will receive one dollar (\$1.00) per hour in addition to their normal compensation for all unscheduled hours worked. In all other departments, the incentive pay will be based on fifty cents (\$.50) per hour. During the remainder of the week, incentive pay will only be paid in the amounts specified above when an employee has been provided with less than four (4) hours' notice of a request to work unscheduled hours. Incentive pay does not apply to "make-up" weekends, "trade-ups", and the like. The parties agree that, at the expiration of six (6) months following its implementation, or at any time thereafter, the Employer may, in its discretion, modify and/or discontinue the incentive pay program upon written notice to the Union.


6. The parties have agreed that the Employer may explore the development of alternatives to the existing proctor program during the term of this Agreement. Such alternative arrangements might include, by way of illustration only, the creation of additional promotional classifications or pay grades for CNAs. The Union agrees to cooperate with the Employer in the development and implementation of any such alternative arrangements.

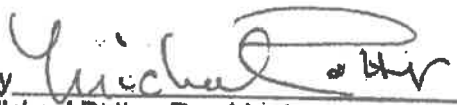
7. In the conversion to PTO, the parties have agreed that those employees who used no sick leave during the period July 1, 2001 through December 31, 2001, shall be credited with eight (8) hours PTO in lieu of a wellness day.

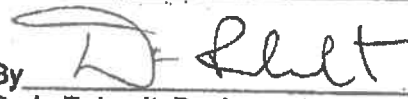
8. During negotiations in 2017, the parties discussed the development of a process for mandating employees to work open shifts. The parties agreed that the Employer will submit a draft proposal outlining the process for mandating employees on or before December 1, 2017 for the Union's review and consideration. Upon reaching final agreement on the mandating process, the parties agreed to include the same in a Letter of Understanding.

SAMARITAN SOCIETY –
MARY JANE BROWN,
LUVERNE, MINNESOTA

UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1161,
WORTHINGTON, MN

By 
Date 10-19-2017

By 
Michael Potter, President
Date 10-17-2017

By 
Darin Rehne, Business Agent
Date 10-17-2017

**APPENDIX A
MINIMUM SCHEDULE OF WAGES**

Classification	minimum	Midpoint									max
	start	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year	10 year
Certified Nursing Assistant	13.80	13.80	14.01	14.22	14.43	14.65	14.87	15.09	15.32	15.55	15.78
Activities Assistant	11.00	11.17	11.33	11.50	11.67	11.85	12.03	12.21	12.39	12.58	12.77
CNA Activity Assistant	13.60	13.80	14.01	14.22	14.43	14.65	14.87	15.09	15.32	15.55	15.78
Cook	12.75	12.94	13.14	13.33	13.53	13.74	13.94	14.15	14.36	14.58	14.80
Dietary Assletant	11.00	11.17	11.33	11.50	11.67	11.85	12.03	12.21	12.39	12.58	12.77
Housekeeping Assistant	11.00	11.17	11.33	11.50	11.67	11.85	12.03	12.21	12.39	12.58	12.77
Laundry Assistant	11.00	11.17	11.33	11.50	11.67	11.85	12.03	12.21	12.39	12.58	12.77
Environmental Assistant	13.00	13.20	13.39	13.59	13.80	14.00	14.21	14.43	14.64	14.86	15.09
TMA	14.40	14.62	14.84	15.06	15.28	15.51	15.75	15.98	16.22	16.46	16.71
Restorative Aide	14.10	14.31	14.53	14.74	14.97	15.19	15.42	15.65	15.88	16.12	16.36

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