

AGREEMENT

BETWEEN

**THE EVANGELICAL LUTHERAN
GOOD SAMARITAN SOCIETY**

D/B/A

**GOOD SAMARITAN SOCIETY--
SPECIALTY CARE COMMUNITY**

AND

**TEAM/A.F.S.C.M.E. COUNCIL NO. 5,
LOCAL 636**

October 1, 2016 - February 28, 2020

TABLE OF CONTENTS

	Page
ARTICLE 1..... SCOPE AND DEFINITIONS	1
ARTICLE 2.....SALARY	2
ARTICLE 3..... SCHEDULING AND HOURS	3
ARTICLE 4.....HOLIDAYS	5
ARTICLE 5..... VACATIONS	6
ARTICLE 6..... SICK LEAVE	8
ARTICLE 7..... LEAVES OF ABSENCE	9
ARTICLE 8.....INSURANCE	10
ARTICLE 9..... TERMINATION OF EMPLOYMENT	11
ARTICLE 10..... DISCHARGE AND DISCIPLINE	11
ARTICLE 11..... GRIEVANCE PROCEDURE	12
ARTICLE 12..... LABOR/MANAGEMENT MEETINGS	13
ARTICLE 13..... SENIORITY AND LAYOFF	14
ARTICLE 14..... UNION SECURITY AND DUES DEDUCTION	14
ARTICLE 15..... APPLICABLE LAW	16
ARTICLE 16..... BULLETIN BOARD	16
ARTICLE 17..... MAINTENANCE OF BENEFITS	16
ARTICLE 18..... SUCCESSORS AND ASSIGNS	16
ARTICLE 19..... OTHER CONDITIONS	17
ARTICLE 20..... MANAGEMENT RIGHTS	17
ARTICLE 21..... SUBCONTRACTING AND OUTSIDE CONTRACTING.	18
ARTICLE 22..... NO STRIKE OR LOCKOUT	18
ARTICLE 23..... DURATION AND RENEWAL	18
APPENDIX "A"	20
APPENDIX "B"	24
LETTER OF UNDERSTANDING (GENERAL)	26

AGREEMENT
BETWEEN
THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY
D/B/A GOOD SAMARITAN SOCIETY--SPECIALTY CARE COMMUNITY
AND THE
TEAM/A.F.S.C.M.E. COUNCIL NO. 5, LOCAL 636

This is an Agreement made and entered into the day and year hereinafter written by and between The Evangelical Lutheran Good Samaritan Society d/b/a Good Samaritan Society—Specialty Care Community, hereinafter referred to as the "Employer", and TEAM/A.F.S.C.M.E. Council No. 5, Local 636, hereinafter referred to as the "Union" as follows:

ARTICLE 1
SCOPE AND DEFINITIONS

1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all regular full-time and part-time employees employed by the Employer at its health care facility, 3815 W. Broadway Avenue, Robbinsdale, Minnesota, within the classifications of: Personal Assistant (replacing Trained Medication Aide and Nursing Assistant, Registered); Dietary Assistants; Environmental Assistants (replacing Laundry Assistants and Housekeeping Assistants); Cook; Environmental Systems Assistant; (replacing Maintenance); (HUC classification eliminated); and Rehab Aides; but excluding Office Employees, Secretaries, Recreational Therapist, Recreational Therapy Assistants, Registered Nurses, Licensed Practical Nurses, Physical Therapists, C.O.T.A.S, Dietary Coordinators, Counselors, Social Workers, the Administrator and Assistants, Departmental Directors, Chaplain, Management Personnel, Guards, Supervisors, and any other employees described as excluded under the National Labor Relations Act, as amended.

1.2 No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. In the event that any new job classification not specified herein is established, and such title or classification is not within the Bargaining Unit previously agreed upon by the parties, and the new classification or title as of the date of its establishment involves functions and duties substantially identical to those performed in whole or part in an existing classification or title, then the Employer shall meet and confer with regard to the inclusion of the classification within the Bargaining Unit and the appropriate wage rate prior to posting of the position.

1.3 Full-Time - Employees regularly scheduled to work 30 hours per week (calculated in accordance with the Affordable Care Act) shall be classified as full-time

for benefits purposes in conformity with the Affordable Care Act, or as otherwise provided in specific sections within this Agreement.

1.4 Part-Time - Employees regularly scheduled to work less than 30 hours per week (calculated in accordance with the Affordable Care Act) shall be classified as part-time for benefits purposes in conformity with the Affordable Care Act, or as otherwise provided in specific sections within this Agreement.

1.5 Casual/On-Call - Employees not regularly scheduled shall be classified as casual/on-call, and shall not be considered part of the bargaining unit.

1.6 Initial Service Period - New employees shall serve an initial service period of sixty (60) days. This period may be extended an additional thirty (30) days for employees by mutual agreement of the Employer and the Union. All new employees shall participate in an Employer orientation and instruction program designed to acquaint them with distinctive Employer procedures and techniques and to familiarize them with definite duties and responsibilities.

1.7 Lead - Employees who direct the work of other employees as well as performing Bargaining Unit work shall be classified as Lead employees. Lead employees shall have no power to hire, fire, or discipline employees.

ARTICLE 2

SALARY

2.1 The wage schedule for employees covered by this Agreement shall be set forth as Appendix "A" attached hereto and incorporated herein as part of this Agreement.

2.2 Lead employees shall receive an additional twenty cents (\$.20) per hour.

2.3 The Employer will provide a uniform/shoe stipend in January of each year as follows: (1) Full-time employees will receive \$177; and (2) Part-time employees will receive \$143. New employees will receive one half (1/2) of their uniform/shoe stipend after 30 days of employment and one half (1/2) of their uniform/shoe stipend after 60 days of employment.

2.4 Definite paydays shall be established on a regular two (2) week period. An employee shall be permitted to know on what basis his/her pay is computed and shall be given reasonable evidence of the accuracy of the computation of his/her total take-home pay, if requested. Pay envelopes shall be sealed. Effective January 1, 1995, paychecks shall be distributed every other Monday.

2.5 Employees shall receive credit for their prior experience for the purpose of determining the appropriate wage scale. In no event will an employee be credited with more than 10400 hours. In order to receive credit for prior experience, employees must advise the Employer of such experience on their employment application or prior to the end of their initial service period, and such experience must have been at a position comparable to the employee's new position with the Employer.

2.6 Mentor - Employees classified as "mentor" shall receive an additional fifty cents (\$.50) per hour for all hours actually spent mentoring.

2.7 The Employer shall post hours available when the regular schedule is posted so that employees may request, via the Additional Hours form, to work extra shifts. Employees signing up to work shall be called in order of seniority if need for additional staff arises. The Employer may award open shifts so as to avoid overtime liability prior to approval of the additional hours request. Employees signing this list shall be given preference over "pool" or other non-bargaining unit personnel. The Employer agrees to publish and post its policy and procedure for picking up additional shifts and to provide the Union with thirty (30) days advance notice of any future changes to the policy and procedure.

2.8 When Maintenance employees are required to be available for pager or cellular telephone calls to respond to emergencies or after hours' service requirements, the employee responsible for the primary pager or cellular telephone shall receive Twenty-Five Dollars (\$25.00) per day in standby pay, in addition to their regular compensation.

2.9 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. If the Employer wishes to implement such incentives, it will give the Union notice of the proposed incentive(s) and the opportunity to meet and confer. If the Union does not meet and confer with the Employer by the deadlines set forth in this Article, the Employer is permitted to implement the incentive. With respect to emergency incentives, the Union must meet and confer with the Employer within two (2) business days. With respect to temporary incentives, the Union will have five (5) days to meet and confer with the Employer. The Employer will indicate how it characterizes the incentive (i.e., temporary or emergency) when it notifies the Union of its intent to implement the same. Any incentives implemented pursuant to this Article cannot extend beyond six (6) months unless the parties agree otherwise. At any time during this trial period, the Union may request the opportunity to meet and confer regarding the terms and conditions of such incentive programs.

ARTICLE 3

SCHEDULING AND HOURS

3.1 The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks, commencing on Sunday at 12:00 a.m., and ending fourteen (14) consecutive days later, on Saturday at 11:59 p.m. The regular work day will be eight (8) consecutive hours. If an employee is required to work in excess of eighty (80) hours during said two-week period or in excess of eight (8) hours in a twenty-four (24) hour period, or in excess of eight (8) consecutive hours, the employee will be paid at time and one-half (1 - 1 1/2) their regular rate of pay for all excess time so worked.

3.2 Employees shall not be required to work more than alternate weekends (Saturday, Sunday). For those working the night shift, the weekend shall be considered Friday, Saturday. The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are scheduled in any two (2) work weeks. The general pattern of scheduling may provide for either consecutive or non-consecutive days off.

- a. Employees shall not be required to work more than two (2) of the three (3) shifts (days, evenings, or nights) during a fourteen (14) day work period.
- b. Employees shall not be scheduled to work more than seven (7) consecutive days unless by mutual agreement between the Employer and the employee.
- c. Employees will not be scheduled to work back-to-back shifts unless it is mutually agreeable to both the Employer and the employee.

3.3 All employees shall be allowed, without reduction in pay, one (1) fifteen (15) minute rest period during each scheduled four (4) hour work period. Scheduling of relief periods shall be done by the supervisor. The above fifteen (15) minute rest period shall be included in the regular work day. All employees who work six (6) or more hours shall be entitled to thirty (30) minutes without pay for meals.

- a. Any modification of the normal work day schedule shall need prior approval of the department manager or department head.

3.4 Completed work schedules shall be posted covering a two (2) week period at least two (2) weeks in advance of the time covered by such schedule. Schedules shall not be changed after posting except in cases of emergency. Also, schedules may be changed by mutual agreement between the Employer and the employee.

3.5 Employees shall not be required to take time off in lieu of overtime pay. Overtime work shall be offered as equally as possible among employees doing the same kind of work.

3.6 In the establishment of work week schedules, the Employer shall give preference to employees in accordance with seniority as far as practicable and consistent with proper nursing home management. To that end, the most senior employee in the Dietary and Environmental Services/Housekeeping departments will have the option of working a permanent Monday through Friday work schedule. The most senior employee in the Nursing Department on the day and PM shifts will have the option of working a permanent Monday through Friday work schedule. If the most senior employee declines to work a permanent Monday through Friday schedule, the option will be given to the next most senior employee, and so on.

3.7 Employees required to report for work will be guaranteed at least three (3) hours in the Dietary Department or four (4) hours work in other departments. The foregoing

provisions shall not apply to any employee who desires to or prefers to work less than three (3) hours.

- a. Employees who are required to work an unscheduled shift shall be paid in full for the entire shift, provided such employees report for work within one hour of being contacted by the Employer. Employees reporting to work in excess of one hour after being contacted by Employer, shall have such time deducted from the shift.

3.8 Should the Employer utilize a Van Driver position the parties hereby agree to meet and confer about scheduling practices and negotiate wages.

Flex Schedules:

3.9 The following provisions shall apply to flexible schedules. The Employer and individual employees may mutually agree on a pattern of work schedules providing for work days in excess of eight (8) hours per day to a maximum of twelve (12) hours per day, subject to the following conditions:

- a. Mutual agreements for work schedules providing for work days in excess of eight (8) hours per day may be changed by either the employee or the Employer with four (4) weeks advance notice of intent to revert to normal eight (8) hour scheduling.
- b. The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Section 3.1. Further, even though the total hours worked during a week may not exceed forty (40), an employee working in excess of her or his scheduled work day shall be paid at the rate of time and one-half (1-1/2) for all excess time so worked.
- c. Holiday not worked pay shall be calculated based on the average number of compensated hours over the preceding four (4) payroll periods.
- d. Employees using sick leave or vacation benefits will be paid for and charged for actual hours taken off their scheduled work time.

3.10 In order to provide additional scheduling flexibility, the parties agree that the Employer may offer the "Baylor Plan" to interested employees, subject to the following terms and conditions:

- a. Eligible employees must work two (2) eight (8) hour shifts on the weekend (defined as beginning at 10:30 p.m. Friday and ending 10:29 p.m. on Sunday); and, for each eight (8) hour shift so worked shall receive ten (10) hours pay.
- b. Paid benefits shall be paid on hours actually worked, not "Baylor" hours.

3.11 Employees requesting to change their schedule (i.e., add or drop hours, change floors or shifts) will complete the Schedule Change form. The employee's manager will approve or deny the request in writing within fourteen (14) calendar days of receipt of the request.

ARTICLE 4

HOLIDAYS

4.1 Employees will be paid at the premium rate of double time for work performed on the following holidays:

New Year's Day
Easter Sunday
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas Day

Up to three (3) Personal Floating Holidays shall be awarded based on length of service. The first floating holiday shall be awarded after 2080 hours of employment with the Employer. The second floating holiday shall be awarded after 6240 hours of employment with the Employer. The third floating holiday shall be awarded after 20800 hours of employment with the Employer. Floating holidays are awarded annually in January for the preceding year's hire-to-date hours. Floating holidays must be requested at least two (2) weeks in advance.

Christmas Day holiday pay will be figured as follows: Holiday premium pay will commence for hours worked after 2:30 p.m. on the 24th and end at 3:00 p.m. on the 25th.

Full-time employees who do not work on the designated holidays will receive eight (8) hours pay at the regular straight-time rate of pay as holiday pay. Employees with at least thirty (30) days of service with the Employer shall be eligible for holiday pay if they work on the respective holiday.

4.2 Part-time employees who regularly work twenty (20) hours or more in a pay period shall receive holiday pay on a pro-rata basis.

4.3 Employees who are absent without cause on the regularly scheduled work day prior to or after the holiday shall not be eligible for holiday pay.

4.4 Before allowing more senior employees to work two (2) unscheduled holiday shifts, an opportunity will be provided for less senior employees to pick up one (1) non-scheduled holiday shift, should they so desire.

4.5 Part-time employees who are required to work a holiday on their scheduled day off will not be required to take another day off during that pay period; provided their total hours for that pay period do not exceed eighty (80).

ARTICLE 5

VACATIONS

5.1 All employees shall receive the following vacations:

<u>Length of Service</u>	<u>Hours of Vacation</u>	<u>Scheduling Blocks and Weekends Off</u>
One Year	Up to 80	1 weekend (2 weekend days) may be taken off.
Five Years	Up to 120	1 weekend (2 weekend days) may be taken off. At least 40 hours must be taken over a 7-day period
Seven Years	Up to 120	2 weekends (4 weekend days) may be taken off. At least 40 hours must be taken over a 7-day period.
Twelve Years	Up to 160	2 weekends (4 weekend days) may be taken off. At least 80 hours must be taken in 40 hour blocks, and another 40 hours must be taken in the lesser of 16 hours or 2 scheduled days.
Eighteen Years	Up to 168	2 weekends (4 weekend days) may be taken off. At least 80 hours must be taken in 40 hour blocks, and another 40 hours must be taken in the lesser of 16 hours or 2 scheduled days.

Exceptions to the above scheduling blocks and weekends off may be made by mutual agreement between the affected employee and their departmental supervisor.

Vacation pay shall be pro-rated on the basis of hours worked during the employee's preceding year of employment, not to exceed 2080 hours for vacation accrual purposes. Vacation pay shall then be calculated as follows:

$$\frac{\text{Number of hours worked in preceding year}}{2080} \times \text{current rate of pay} \times \text{number of days of vacation} \times 8$$

5.2 Vacations may be taken throughout the calendar year. The Employer shall receive vacation requests up to 45 days before the designated period. The Employer shall inform the requesting employee no later than 30 days prior to the beginning of the vacation period, as to whether the vacation has been approved or not. In cases where multiple requests are in the same period, length of service shall prevail when granting the vacation requests.

Employees submitting requests with less than 45 days notice shall have their requests considered on a first-come, first-served basis. These employees shall not be able to displace employees with previously scheduled vacations.

Vacation pay shall be paid employees before leaving for their vacations, if requested prior to the end of the payroll period immediately preceding the beginning of the vacation. Vacations are to be taken in the year earned and employees may not carry forward vacation benefits without the expressed written consent of the Employer. This consent shall be exercised in a nondiscriminatory manner. The Employer will attempt to meet employee requests provided patient service and workloads are not adversely affected.

5.3 If an employee becomes ill or disabled during his/her vacation, he/she shall be paid sick leave upon codification by a physician and shall receive the unused portion of such vacation during the vacation period specified in Article 5.2.

5.4 Employees who have earned vacation rights but who have not received the same and who quit after giving notice as required by Article 10 hereof or are discharged or laid off, shall be given pay in lieu of vacation time so earned at the time of severance or layoff.

5.5 If a holiday falls during an employee's vacation, such employee will nevertheless be paid the holiday benefit to which he/she would otherwise be entitled. An additional day of vacation may be scheduled in lieu of the above payment.

ARTICLE 6

SICK LEAVE

6.1 Employees will be entitled to sick leave with pay for personal illness, not to exceed the accumulated amount. Sick leave will not be granted for absences from work on the day immediately preceding or following a holiday, weekend, or day(s) off when the employee is not scheduled to work, unless satisfactory evidence of such illness is presented to the Employer. Sick leave will be earned and accumulated at the rate of eight (8) hours for every 173 hours of employment. Sick leave accumulation shall begin from the first day of employment, but eligibility for paid sick leave shall not begin until the employee has completed sixty (60) days of employment and shall apply to illnesses occurring after such sixty (60) day period.

6.2 Employees with four (4) or fewer days of absence or instances (instances to be jointly approved by the employee's physician and the Employer) shall be entitled to "cash out" sick leave at the end of each calendar year subject to the following provisions:

- a. Employees may "cash out" up to twelve (12) accrued days (96 hours) according to the following schedule:

<u>Number of Days Absent</u>	<u>Cash Out Days Available</u>
0	12
1	11
2	10
3	9
4	8

b. Employees must leave at least fifty-six (56) hours in their "bank".

6.3 To be allowed sick leave with pay, the employee must notify his/her Department Head of illness or disability at least one (1) hour in advance if the employee is scheduled to work the morning shift and two (2) hours in advance if the employee is scheduled to work the evening or night shift.

6.4 The Employer may request medical certification of illness or disability if there is reasonable cause to suspect abuse of sick leave. Employees who abuse sick leave may be subject to discipline.

6.5 Employees can cash out sick leave upon retirement at the rate of one (1) day's pay for each five (5) accrued sick leave days in excess of seven (7) accrued days. For purposes of this provision, "retirement" shall mean separation of employment at age 65 or older; or after twenty (20) or more years of service; or after a combination of age plus years of service, which is 65 or greater.

6.6 Employees may use accumulated sick leave for pick-up shifts. Employees who have no accumulated sick leave may request vacation and/or personal floating holidays when sick for such shifts. Employees who abuse sick leave may be subject to discipline.

ARTICLE 7

LEAVES OF ABSENCE

7.1 Family and Medical Leave - In the case of an employee's serious health condition; the serious health condition of an employee's spouse, parent or child; the birth, adoption or placement of a foster child with an employee; and/or qualifying exigency leave affected employees will be provided up to twelve (12) weeks leave, to be computed on a rolling twelve (12) month basis measuring backward from the date of the most recent request; provided, such employee has one (1) or more years of service and has worked a minimum of 1250 hours during the twelve (12) month period immediately prior to the date of the request. In addition, service-member family leave of up to 26 weeks during a 12-month period shall be provided to eligible employees (defined as spouse, parent, son, daughter, or next of kin of a covered service-member) to care for the service-member. Such leaves of absence and other statutory rights, including continuation of health insurance benefits and entitlement to intermittent and/or reduced work week leave, shall be provided in accordance with the Family and Medical Leave Act of 1993. In the case of an employee's serious health condition, including any period of disability due to pregnancy, such leave of absence may be extended up to an additional six (6) months by mutual agreement between the employer and the employee. At the conclusion of any such leave, including any extension thereof in the case of an employee's serious health condition, the employee shall be returned to his or her regularly scheduled position; provided, he or she is capable of performing the essential job duties of such position. Employees on leave of absence under this section shall continue to accrue seniority but not for purposes of wage progressions or other benefits. Eligible employees must submit a written request with appropriate supporting documentation for such leave of absence.

7.2 Jury Duty - When an employee receives notice of jury duty, he/she shall notify his/her supervisor at once. He/she will be given leave for such jury duty and will be made whole for loss of pay during that period. He/she will report for work whenever his/her jury duty does not conflict. Any reasonable rearrangement of work hours including re-shifting of other employees for that purpose will be made. In making the employee whole, his/her wages will be computed as if he/she had worked on the first shift at straight-time and be paid in full therefore, minus any amount evidenced by his/her jury check. In no event shall jury allowance be made in any one (1) year to an employee for over two (2) weeks of such service. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty in substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement or release from said jury duty.

7.3 Requests for leaves of absence for reasons other than family and medical leave or jury duty shall be made in writing and a copy thereof sent to the Union by the Employer. Such requests may be granted at the discretion of the Employer, except where otherwise required by state or federal law. No leave of absence shall be granted for gainful employment, nor shall any employee accrue seniority during such leaves of absence. Any leave of absence for more than eighty (80) hours shall extend the employee's anniversary date by the length of the leave of absence. Employees on unpaid leaves of absence shall not accumulate hours for the purpose of wage progressions or other benefits.

7.4 Funeral Leave - In the event of death in the immediate family of an employee, the employee shall be given a paid leave of absence for three (3) consecutive scheduled work days. One additional day shall be granted if the employee is designated as the person responsible for making the arrangements and coordinating the events surrounding the death of a family member covered in this section. Immediate family is designated as 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, corresponding "half" relatives (e.g., half sister), significant other and/or significant other's immediate family members as defined herein. Employees may utilize paid vacation and/or emergency leave days to extend the length of their funeral leave. An unpaid extension of funeral leave may also be granted, subject to the Manager's discretion. Time off without pay or vacation pay may be used to attend the funeral of someone other than an immediate family member. Any challenge to the Manager's exercise of discretion in such cases shall be referred to the Labor Management Committee (or LMC Sub-Committee), which shall review the situation and make a recommendation to the Executive Director, whose decision shall be final and binding, subject to the Grievance Procedures outlined in Article 12. This benefit is available to all regularly scheduled employees immediately upon hire (excluding "no benefits" employees).

7.5 Annually, each employee shall be entitled to three (3) emergency leave days without pay, but without loss of benefits. Such leave days may be used in compelling circumstances, e.g. illness in family, which would prohibit a planned absence. Approved

emergency leave days are not counted against the attendance bonus in Section 2.8. Annually, vacation pay may be used for one (1) approved emergency leave day.

ARTICLE 8

INSURANCE

8.1 The Employer shall make available to eligible employees group hospitalization and medical insurance plans on a contributory basis. The specifics of the program shall be determined at the discretion of the Employer but shall provide for a group hospitalization and surgical schedule. (See Appendix "B", p. 24).

8.2 In the event a flexible benefit plan becomes available during the term of this Agreement, either party may open the Contract for the purpose of discussing implementation only.

8.3 The Employer will maintain in full force and effect the employee's life insurance coverage (or the equivalent), currently in effect at the time of execution of this Agreement.

8.4 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 participants. The Employer shall continue to maintain a 401(k) Savings and Profit Sharing Plan as a frozen plan. Employees shall continue to be eligible to participate in the Employer's 403(B) Savings and Retirement Plan providing they were in the plan prior to December 31, 1996 and they continue to meet the eligibility criteria spelled out in the Plan document.

ARTICLE 9

TERMINATION OF EMPLOYMENT

9.1 An employee who desires to terminate his/her employment, wherever practicably possible, must give notice of at least two (2) weeks of his/her intention and such two (2) weeks' notice must be in addition to any vacation time that the employee may have coming to him/her prior to the termination of employment.

ARTICLE 10

DISCHARGE AND DISCIPLINE

10.1 The Employer shall not discipline, discharge, or suspend an employee without just cause. A written notice of any discharge or suspension shall be given to the employee and a copy thereof sent to the Union. The Union shall also be furnished with copies of any written reprimands that may be issued to an employee. An employee shall be entitled to inspect evaluation reports, disciplinary notices, attendance records, or other items contained in the employee's personnel file if they are a basis for discipline.

Level I disciplinary notices will be removed from an employee's file twelve (12) months after issuance.

10.2 In connection with investigatory interviews of an employee conducted by the Employer in which an employee reasonably believes that such investigation could result in disciplinary action, an employee upon his/her request shall be entitled to have a representative of the Union present.

10.3 It is in the best interest of the Employer and the employees that coaching and counseling be utilized to ensure optimal employee behavior. Where this coaching and counseling is not successful, a progressive disciplinary system shall be followed prior to the implementation of any suspension or discharge except for those cases which call for immediate discharge.

10.4 Employees who are suspended due to an allegation of patient/resident maltreatment shall be suspended with pay for up to thirty (30) days or until the Employer has conducted an investigation, whichever is less. When the Employer has completed its investigation, it will contact the employee to schedule a meeting to discuss its investigative findings. Such meeting will be held within twenty-four (24) hours following contact by the Employer, or payment to the employee will cease. If the employee is terminated as a result of the investigation, reimbursement for hours paid during the suspension will be withheld from the employee's final pay, if available.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement, past practice, or employment policies shall be handled as follows:

STEP ONE - The employee shall discuss the grievance with his/her immediate supervisor, or union staff council representative.

STEP TWO - If the grievance is not resolved in Step One, it shall be submitted in writing to the Employer, shall specify the alleged violation, and shall be received by the Employer's Employee Relations Director no later than fourteen (14) calendar days following the date of occurrence. Grievances relating to wages shall be timely if received by the Employer no later than fourteen (14) calendar days following the date of the receipt of the check by the employee.

Within fourteen (14) calendar days following the receipt of a grievance by the Employer, representatives of the Employer and the Union shall meet with the grievant in an attempt to resolve the grievance. At such meeting the parties shall share their investigative findings and/or other evidence in support of their positions. Within seven (7) calendar days of the meeting between representatives of the Employer and the Union, the Employer will present a written answer to the grievance. The Employer will grant a necessary and reasonable amount of time off during working hours to that

representative who must necessarily be present for direct participation in adjusting a grievance. The provisions of the preceding sentence shall not apply to any mediation or arbitration proceedings conducted pursuant to Step Three and Step Four of this Article.

STEP THREE - If the grievance is not resolved in Step Two, either party may request non-binding mediation within seven (7) calendar days following receipt of the written answer to the grievance, as an alternative to arbitration. Either party may refer the matter to arbitration in the event mediation is not successful.

STEP FOUR - If the grievance is not resolved in Step Two or if mediation is utilized in Step Three, either party may refer the matter to arbitration. Any demand for arbitration must be in writing and must be received by the other party within seven (7) calendar days following the receipt of the written answer to the grievance, or if mediation is utilized, within seven (7) calendar days following an unsuccessful mediation. 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.

11.2 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 issues. The award of the arbitrator shall be binding upon the Union, the Employer, and the employee(s).

11.3 The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union.

11.4 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, and forfeited and it shall not be submitted to arbitration. The time limitations set forth herein may be extended by mutual agreement of the parties.

11.5 The Union may file grievances on behalf of individual employees or groups of employees. Any such grievance shall be subject to all of the provisions of this Article 11 including the time limitations contained herein.

ARTICLE 12

LABOR/MANAGEMENT MEETINGS

12.1 The parties hereby agree that a Labor Management Committee consisting of representatives appointed by the Employer and representatives appointed by the Union. The Committee shall make recommendations to the Employer with respect to operational issues affecting the employees. Time spent at such meetings shall be paid

time. The Committee has no authority or power to add to, amend or delete from this Agreement. Any agreements entered into by the parties as the result of Labor Management shall be reduced to writing as a form of Letter of Agreement and attached to the contract.

ARTICLE 13

SENIORITY AND LAYOFF

13.1 Seniority shall be defined as the length of an employee's service from his/her most recent date of hire within the bargaining unit. Departmental seniority shall be defined as the lifetime accrued length of an employee's service since his/her most recent date of hire within that department.

13.2 Seniority shall be used to determine eligibility for promotion, layoff and recall, and other purposes as may be defined elsewhere in the Agreement.

For purposes of layoff and recall, departmental seniority shall be used. Departmental seniority shall be recognized for the term of an employee's employment with the Employer; provided, however, if an employee leaves the bargaining unit for more than sixty (60) days, such employee shall lose his or her bargaining unit seniority. In the event an employee holds dual departmental seniority and two (2) or more departments are combined, then overall seniority shall dictate the rights of the affected employees.

13.3 In the event it becomes necessary to lay off employees, the Employer will give at least two (2) weeks' notice of its intention. Employees shall be laid off in the inverse order of their seniority, after first seeking volunteers and provided that all temporary and contract employees within the affected department are released first. It is understood, however, that the Employer may utilize agency and on-call employees to pick up open shifts as provided in Section 2.7 of this Agreement. Employees shall be permitted to exercise their seniority rights to any classification previously held, and for which they are qualified, before being subject to layoff.

13.4 Laid-off employees shall have recall rights for up to one (1) year from the date of layoff. Laid-off employees shall have three (3) business days to respond to the Employer's recall notice, which shall be sent by certified mail to the employee's last known address.

13.5 Laid-off employees shall be recalled from layoff according to their seniority. No new or contract employees shall be hired within the affected department until all employees on layoff status desiring to return to work have been recalled.

13.6 Seniority lists shall be posted and copies furnished to the Union during January of each year and at such other times, not to exceed once each quarter, upon request. Employees shall be placed on this list in accord with their most recent hire date.

ARTICLE 14

UNION SECURITY, AGENCY FEE PAYERS, AND DUES DEDUCTION

14.1 It shall be a condition of employment that all current employees of the Employer covered by this Agreement be members of the Union or Agency Fee payers no later than thirty (30) days after the ratification date of this Agreement and remain members in good standing or Agency Fee payers in good standing during the term of this Agreement or any renewal. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the ratification date shall become and remain members of the Union in good standing or or Agency Fee payers in good standing of the Union on the sixtieth (60th) day following the beginning of such employment.

"In good standing" for the purposes of this Agreement is defined to mean the payment of standard monthly dues or Agency Fees as applied uniformly to all members of the Union or Agency Fee payers in the Bargaining Unit covered by this Agreement.

14.2 If any employee does not remain "in good standing" as defined above, the Employer shall terminate the employee within seventy-two (72) hours of written notice to do so from the Union. The Union shall save the Employer harmless from any claim of any employee so terminated.

14.3 The Employer agrees to deduct Union dues or Agency Fees from the wages of employees in the Bargaining Unit who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction shall be made by the Employer from the wages of the employees during each calendar month and will 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 will nevertheless be made from the first wages of adequate amount next due the employee and will 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.

14.4 The Union agrees to refund promptly any dues or Agency Fees found to have been improperly deducted and transmitted to the Union.

14.5 Within sixty (60) days of the effective date of this Agreement, the Employer will provide the Union and the Staff Council with a list of the names, addresses, and seniority dates for all employees covered by this Agreement. Thereafter, the Employer shall provide a monthly list of the employees who have been hired, terminated, transferred, or placed on leave of absence during the past month.

14.6 The Employer recognizes the right of the Union to elect or select employees who are members of the Union as Staff Council Representatives or Representatives to handle such routine Union business as may from time to time be delegated to them by the Union, in connection with this collective bargaining relationship, which does not unduly interfere with the assigned duties of any employees. The names of such Representative(s) shall

be furnished in writing to the Employer, and any changes in Representative(s) shall be reported to the Employer in writing. In addition to the above Representatives, the Employer also agrees to recognize only the professional staff of the Union as the proper authority to adjust with the Employer any controversy between the parties to the Contract as to the meaning and application of the provisions of the Agreement

14.7 There shall be no discrimination on the part of the Employer or the Union in favor of or against any employee because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union or the Employer. The Employer and the Union agree to abide by all applicable state statutes and federal laws with regard to such employees.

ARTICLE 15

APPLICABLE LAW

15.1 The parties recognize that this Agreement is subject to the Constitution and laws of the United States and the State of Minnesota. To the extent that any provisions of this Agreement conflict with the provisions of any such law, it shall be modified only to the extent necessary to comply with such law.

ARTICLE 16

BULLETIN BOARD

16.1 A bulletin board shall be made available to the Union for the purpose of posting business notices. The representatives of the Union or designate shall have access at all reasonable times to such bulletin board or to other nonpatient, nonpublic areas as necessary to discharge his/her duties as representative of the Union.

ARTICLE 17

MAINTENANCE OF BENEFITS

17.1 Where wages, hours and other conditions specifically covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions reduced by the execution of this Agreement.

ARTICLE 18

SUCCESSORS AND ASSIGNS

18.1 This Agreement shall be binding upon any successors or assigns of the Employer.

ARTICLE 19

OTHER CONDITIONS

19.1 Nothing contained in this Agreement shall be construed as a waiver of the right of the Union or the obligation of the Employer to negotiate with respect to any matters which are negotiable under the provisions of the National Labor Relations Act, as amended.

19.2 The Union, through the Staff Council, may use available rooms at the facility for Union meetings. Requests for the use of meeting rooms shall be made in advance to the Administrator or designee.

19.3 Where employees bring their lunch, a lounge shall be made available for the convenience of the employees.

19.4 In the case of a vacancy or open position, the Employer will post the position for a period of seven (7) calendar days. The most senior qualified internal applicant shall be granted the position. If no qualified internal applications are received, the Employer may hire from outside the facility. The Employer shall be able to temporarily fill the position until a permanent selection is made. Current employees will be given a reasonable opportunity to acquire the necessary skills to assume a new position prior to the hiring from the outside.

19.5 An employee assuming a new position may return to their previous or like position, if the position is open, upon their request, within the first twenty (20) working days in the new position. If the position is not open, the employee shall have first preference when it does become available. This section shall not apply to the layoff and recall provisions of Article 13.

ARTICLE 20

MANAGEMENT RIGHTS

20.1 The management rights of the Employer shall include but not necessarily be limited to the following:

- a. The right to hire.
- b. To lay off or transfer employees consistent with their seniority rights.
- c. To promote employees to positions outside the bargaining unit.
- d. To demote, discipline, or discharge employees for just cause.
- e. To require observance of reasonable nursing home rules and regulations.
- f. To direct the working forces.
- g. To determine the materials, means, and type of services to be provided.
- h. To decide employee qualifications consistent with Federal and State standards.
- i. To determine methods of compliance with Federal and State regulations affecting nursing homes.
- j. To manage and administer Employer's operation.
- k. To terminate, merge, or sell the business or any part thereof.

- l. To create or terminate job classifications and job duties.
- m. To introduce new or improved methods or facilities.
- n. To determine the amount of supervision necessary.
- o. To determine the extent to which the facility or any part thereof will or will not be operated or located.

None of the above shall be exercised in any arbitrary or discriminatory manner or contrary to the spirit of this Agreement.

ARTICLE 21

SUBCONTRACTING AND OUTSIDE CONTRACTING

21.1 In the event the Employer subcontracts out any Bargaining Unit work, Bargaining Unit employees affected by such subcontracting will be guaranteed other Bargaining Unit work by the Employer without reduction in wage rate, loss of seniority or other employee benefits. The parties recognize the benefits of a regular and stable workforce. Therefore, it is the intent of the Employer to utilize regular permanent employees rather than temporary or outside workers.

ARTICLE 22

NO STRIKE OR LOCKOUT

22.1 There shall be no strikes or lockouts during the term of this Agreement. No employee shall engage in any sit-down, sit-in, slow-down, cessation, or other concerted work stoppage, including sympathy strikes.

ARTICLE 23

DURATION AND RENEWAL

23.1 This Agreement shall be in full force and effect from October 1, **2016** through **February 28, 2020**. **The parties may re-open the Agreement for wages-only negotiations in the second and third years of the Agreement (on or about February 28, 2018 and 2019, respectively)**, This Agreement shall continue in full force and effect from year to year thereafter unless written notice to change or modify or terminate the Agreement is given by either party to the other at least ninety (90) days prior to the expiration date of the Agreement.

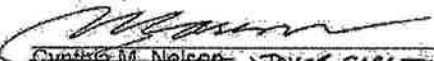
IN WITNESS WHEREOF, the parties' duly authorized representatives, as evidenced by their signatures below, hereby express their intent to be bound by the terms of this Agreement.


Dated this 1st day of October, 2016.

THE EVANGELICAL LUTHERAN GOOD SAMARITAN
SOCIETY D/B/A GOOD SAMARITAN SOCIETY-SPECIALTY
CARE COMMUNITY

By: 
Nicole Mattson

TEAM/A.F.S.C.M.E. COUNCIL NO. 5,
LOCAL 636

By:  11/15/17
Cynthia M. Nelson - Joyce Carlson

 11-28-17
Synaria Buchanan

 11-28-17
Anjelica Morgan

APPENDIX "A"

Effective January 1, 2017, the Employer will pay a premium of \$2.00 per hour for all weekend hours worked. The "weekend" includes the Friday NOC shift, Saturday Day, Evening and NOC shifts, and the Sunday Day and Evening shifts. To be eligible for the weekend premium, an employee must work a minimum of two hours during the weekend (as defined above). The weekend premium will automatically expire on February 28, 2018, unless the parties negotiate otherwise.

Effective January 1, 2017 all bargaining unit employees will receive a \$0.40 per hour raise. In addition, starting wages will be increased by \$0.35 as follows:

Personal Assistant - \$14.54

Nursing Assistant - \$13.29

Rehab Aide - \$11.85

Cook - \$13.35

Dietary/Environmental Assistant - \$12.25

Environmental Systems Assistant - \$16.02

The following hiring wage grid is based on the above start rates, with a \$0.10 spread between each year of credited service. The experience credit cap will be extended to 10 years. The wage grid will be used for hiring purposes only.

Environmental Assistant (replaces Laundry Assistants and Housekeeping Assistants) and

Dietary Assistants

<u>Experience Level</u>	<u>Rate of Pay</u>
<u>Start</u>	<u>\$12.25</u>
<u>1 year</u>	<u>\$12.35</u>
<u>2 years</u>	<u>\$12.45</u>
<u>3 years</u>	<u>\$12.55</u>
<u>4 years</u>	<u>\$12.65</u>
<u>5 years</u>	<u>\$12.75</u>
<u>6 years</u>	<u>\$12.85</u>
<u>7 years</u>	<u>\$12.95</u>
<u>8 years</u>	<u>\$13.05</u>
<u>9 years</u>	<u>\$13.15</u>
<u>10 years</u>	<u>\$13.25</u>

Personal Assistants

<u>Experience Level</u>	<u>Rate of Pay</u>
<u>Start</u>	<u>\$14.54</u>

<u>1 year</u>	<u>\$14.64</u>
<u>2 years</u>	<u>\$14.74</u>
<u>3 years</u>	<u>\$14.84</u>
<u>4 years</u>	<u>\$14.94</u>
<u>5 years</u>	<u>\$15.04</u>
<u>6 years</u>	<u>\$15.14</u>
<u>7 years</u>	<u>\$15.24</u>
<u>8 years</u>	<u>\$15.34</u>
<u>9 years</u>	<u>\$15.44</u>
<u>10 years</u>	<u>\$15.54</u>

Nursing Assistants, Registered and Trained Medication Aides

Experience Level Rate of Pay

<u>Start</u>	<u>\$13.29</u>
<u>1 year</u>	<u>\$13.39</u>
<u>2 years</u>	<u>\$13.49</u>
<u>3 years</u>	<u>\$13.59</u>
<u>4 years</u>	<u>\$13.69</u>
<u>5 years</u>	<u>\$13.79</u>
<u>6 years</u>	<u>\$13.89</u>
<u>7 years</u>	<u>\$13.99</u>
<u>8 years</u>	<u>\$14.09</u>
<u>9 years</u>	<u>\$14.19</u>
<u>10 years</u>	<u>\$14.29</u>

Rehab Aides

Experience Level Rate of Pay

<u>Start</u>	<u>\$11.85</u>
<u>1 year</u>	<u>\$11.95</u>
<u>2 years</u>	<u>\$12.05</u>
<u>3 years</u>	<u>\$12.15</u>

<u>4 years</u>	<u>\$12.25</u>
<u>5 years</u>	<u>\$12.35</u>
<u>6 years</u>	<u>\$12.45</u>
<u>7 years</u>	<u>\$12.55</u>
<u>8 years</u>	<u>\$12.65</u>
<u>9 years</u>	<u>\$12.75</u>
<u>10 years</u>	<u>\$12.85</u>

Cooks

Experience Level Rate of Pay

<u>Start</u>	<u>\$13.35</u>
<u>1 year</u>	<u>\$13.45</u>
<u>2 years</u>	<u>\$13.55</u>
<u>3 years</u>	<u>\$13.65</u>
<u>4 years</u>	<u>\$13.75</u>
<u>5 years</u>	<u>\$13.85</u>
<u>6 years</u>	<u>\$13.95</u>
<u>7 years</u>	<u>\$14.05</u>
<u>8 years</u>	<u>\$14.15</u>
<u>9 years</u>	<u>\$14.25</u>
<u>10 years</u>	<u>\$14.35</u>

Env. Syst. Asst. (replaces Maintenance)

Experience Level Rate of Pay

<u>Start</u>	<u>\$16.02</u>
<u>1 year</u>	<u>\$16.12</u>
<u>2 years</u>	<u>\$16.22</u>
<u>3 years</u>	<u>\$16.32</u>
<u>4 years</u>	<u>\$16.42</u>
<u>5 years</u>	<u>\$16.52</u>

<u>6 years</u>	<u>\$16.62</u>
<u>7 years</u>	<u>\$16.72</u>
<u>8 years</u>	<u>\$16.82</u>
<u>9 years</u>	<u>\$16.92</u>
<u>10 years</u>	<u>\$17.02</u>

(NOTE: During negotiations in 2012, the fifty cents (\$.50) per hour differential payable for the "Special" boiler licensing designation, as well as the fifty cents (\$.50) per hour differential payable for the "2-C" boiler licensing designation (a total of \$1.00 per hour) were added to the Start rate for the Environmental Systems Assistant classification, since both licensing designations are currently required for the position.)

Longevity Increases

Effective September 27, 2015, employees will receive an additional ten cent (\$.10) per hour upon reaching the following schedule of accumulated hours (i.e., based on total compensated hours since most recent date of hire):

Start	
5 Years	(10400 hours)
6 Years	(12480 hours)
7 Years	(14560 hours)
8 Years	(16640 hours)
9 Years	(18720 hours)
10 Years	(20800 hours)

Effective January 1, 2002, employees with 20,800 + hours of service (in November of each year) shall be paid an "Adjustment to Gross" (ATG) based on the cents per hour noted below times all compensated hours for that year. This Adjustment to Gross shall be paid out before Christmas.

11-14 Years (22,880 to 29,120 hours):	\$.10 per hour ATG
15-19 Years (31,200 to 39,520 hours):	\$.15 per hour ATG
20-24 Years (41,600 to 49,920 hours):	\$.20 per hour ATG
25+ Years (52,000+ hours):	\$.25 per hour ATG

Shift Differential

Personal Assistants (formerly NA/Rs and TMAs) working the night shift (defined as 10:30 p.m. to 7:00 a.m.) shall receive a shift differential of One Dollar (\$1.00) per hour for all hours worked on such shift, and Personal Assistants and Environmental Assistants (formerly Housekeeping and Laundry Assistants) working the p.m. shift (defined as 2:30 p.m. to 11:00 p.m.) shall receive a shift differential of fifty cents (\$.50) per hour for all hours worked on such shift.

APPENDIX "B"

The following health insurance rates are effective for the period 1/1/17 through 12/31/17:

Health Care Coverage — Blue Cross/Blue Shield of Minnesota

Gold Plan

Coverage	Center's Monthly Rate	Employee's Monthly Rate	Total Monthly Rate
Single	\$332.86	\$265.14	\$598.00
Single + Spouse	\$536.38	\$602.62	\$1,139.00
Single + Child(ren)	\$494.46	\$554.54	\$1,049.00
Family	\$927.70	\$1,288.30	\$2,216.00

Silver Plan

Coverage	Center's Monthly Rate	Employee's Monthly Rate	Total Monthly Rate
Single	\$427.56	\$128.44	\$556.00
Single + Spouse	\$726.26	\$333.74	\$1,060.00
Single + Child(ren)	\$668.86	\$307.14	\$976.00
Family	\$1,303.68	\$757.32	\$2,061.00

Bronze Plan

Coverage	Center's Monthly Rate	Employee's Monthly Rate	Total Monthly Rate
Single	\$491.40	\$62.94	\$554.34
Single + Spouse	\$856.44	\$203.24	\$1,059.68
Single + Child(ren)	\$793.68	\$187.00	\$980.68
Family	\$1,501.34	\$496.34	\$1,997.68

NOTE: The employee's portion of the premium may be paid through an IRS Section 125 "pre-tax" premium conversion payroll deduction.

Effective 3-22-08, the eligibility requirements for health, dental, and life insurance changed from the previous requirement of an average of 56 hours per pay period over four bi-weekly pay periods to the new requirement of an average of 64 hours per pay period over four bi-weekly pay periods. Those employees who averaged between 56 and 64 hours per pay period as of the close of the 2008 open enrollment period were "grand-fathered" at the previous eligibility requirement of 56 hours per pay period; provided, however, that such "grand-fathered" employees must not fall below an average of 56 hours per pay period over four bi-weekly pay periods, or they will be required to re-qualify at the higher eligibility requirement of an average of 64 hours per pay period over four bi-weekly pay periods.

LETTER OF UNDERSTANDING

The purpose of this letter is to set forth in more detail understandings reached during the course of negotiations. Specifically, these are:

1. The Staffing Committee goal and functions shall be transferred to the LMC, effective the ratification date of this Agreement, with the recommendation that the goal of reducing pool usage become a standing agenda item. The parties further recommend that the LMC develop specific measurable and time driven goals related to the reduction of pool.
2. The LMC shall determine the proof requirements, if any, associated with an employee's request for funeral leave; review the need for expanded definitions of immediate family members; address the implementation of a tool or process whereby the Employer is notified of a death in the employee's immediate family; and create, if necessary, a sub-committee to address appeals of denied funeral leave requests, as provided in Section 7.04.
3. The LMC shall address the subject of pick-up shifts and the Facility's staffing needs in this regard, and will re-educate employees regarding the benefits of picking up additional shifts. The LMC will also establish a central place for staff to trade shifts and develop a centralized list to assist in identifying employees willing to work extra shifts.
4. Employees shall have the opportunity to participate in the Baylor Plan for weekend hours. Such plan shall be governed by the policy and procedure listed in the UGSC Policy and Procedure Book.
5. Mentor pay shall apply to all departments. The Employer shall develop and implement plan for mentor program outside of the current nursing department plan. (Such mentor pilot program premium shall not apply to the above).
6. In the event an employee disability plan becomes eligible as a reimbursable benefit, either party may reopen the Agreement for the sole purpose of implementing a disability plan as it relates to sick leave.
7. During the term of this Agreement, the Employer agrees to send a notice with available shifts to all part-time staff during the month of January inviting employees to schedule an appointment with the department scheduler if they are interested in adding additional shifts to their existing schedule on a permanent basis. The department scheduler will then schedule appointments on a seniority basis to review available shifts. Staff who wish to add additional shifts to their existing schedule may do so, provided their total scheduled hours do not exceed eighty (80) per pay period. Changes will become effective the next posted schedule.
9. The Employer may extend its voluntary, limited medical and dental insurance plan to those employees who average less than 64 hours per pay period and who are ineligible to participate in the Employer's Blue Cross/Blue Shield — Minnesota Plan.

10. The parties have agreed to meet during the term of this Agreement, upon written request of either party, to discuss issues related to the implementation of the Patient Protection and Affordable Care Act, including possible revisions to the "no benefits" option in Appendix C, and to reduce the terms of any such agreements reached to a Letter of Understanding.

Dated this 04th day of April, ~~2016~~ 2017 OK

**THE EVANGELICAL LUTHERAN GOOD SAMARITAN
SOCIETY D/B/A GOOD SAMARITAN SOCIETY-SPECIALTY
CARE COMMUNITY**

By: 
Nicole Mattson

**TEAM/A.F.S.C.M.E. COUNCIL NO. 5,
LOCAL 636**

By: 
Cynthia M. Nelson


Synarvia Buchanon


Anjelica Morgan

**LETTER OF UNDERSTANDING
BY AND BETWEEN
GOOD SAMARITAN SOCIETY — SPECIALTY CARE COMMUNITY AND
TEAM/A.F.S.C.M.E. COUNCIL NO. 5, LOCAL 636**

This Letter of Understanding is made and entered into this _ day of March, 2017 between Good Samaritan Society — Specialty Care Community and the TEAM/A.F.S.C.M.E. Council No. 5, Local 636. This document outlines the understanding of both parties relative to the 2018 wage re-opener. The parties agree as follows:

1. In addition to re-opening the 2016-2020 Collective Bargaining Agreement on or about February 28, 2018 for discussions regarding wages, the parties may also negotiate housekeeping updates to the Agreement.
2. The term "housekeeping updates" is strictly limited to deleting/modifying outdated language or inapplicable provisions.

BY AND FOR
GOOD SAMARITAN SOCIETY — SPECIALTY CARE COMMUNITY



DATE: 4/28/2017

BY AND FOR
TEAM/A.F.S.C.M.E. COUNCIL NO. 5, LOCAL 636



DATE: 4/28/2017