

**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**

March 1, 2024 - February 29, 2027

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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 between 20-30 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/oncall, 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 Shift Differential-- Any hours worked between 6 p.m. and 6 a.m, are eligible for a shift differential of \$1.25/hr.

2.4 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 15 years. 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.

2.5 Preceptor Pay - Any certified nursing assistant who has successfully completed the Sanford preceptor training program will receive a differential of \$1.25/hr for precepting hours per company policy.

2.6 Additional Premiums

- Staff who are in a permanent **straight night** position will be paid an additional \$1.25/hr above their regular rate. Night hours are defined as 6pm to 6am. Staff in a straight night position are paid the additional compensation for all night hours worked in addition to any other applicable premiums or differentials as defined in

the labor contract. In order to be considered straight night, employees must hold at minimum part time status. In the event the employee opts out of the straight night position, they will need to sign into a block and will no longer receive straight night differential.

- Staff who are in a permanent **straight weekend day** position will be paid an additional \$3.00/hr above their regular rate. In order to be considered straight weekend day, employees must hold at minimum part time status. In the event the employee opts out of the straight weekend day position, they will need to sign into a block and will no longer receive straight weekend day differential.
- Staff who are in a permanent **weekend night** position will be paid an additional \$4.25/hr for all weekend night hours worked in addition to any other applicable premiums or differentials as defined in the labor contract. Weekend hours are defined as 6pm Friday to 6am Monday. In order to be considered straight weekend employees must hold at minimum part time status. In the event the employee opts out of the straight weekend position, they will need to sign into a block and will no longer receive straight weekend differential.
- An employee designated as both **straight night and straight weekend** will receive applicable differentials for both designations.

The above positions remain eligible to receive shift differential.

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 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 and or federal reimbursement programs.

Typically, incentive pay will only be paid if all scheduled shifts/hours are worked in the pay period. Absences which would not incur an occurrence per policy will be considered excused for the purposes of this section.

The union may request the opportunity to meet and confer regarding the ongoing terms and conditions of the incentives at any time.

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 workday will be eight (8) consecutive hours. If an employee is required to work in excess of eighty (80) hours during said twoweek 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 workday. 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 workday 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 workdays 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 workdays 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 workday shall be paid at the rate of time and one-half (1-1/2) for all excess time so worked.

3.10 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.

3.11 In the event an employee calls in on their scheduled weekend or holiday, they will have the option of working the following weekend or holiday to remove the attendance occurrence as long as the made up shifts do not result in overtime. As the rescheduled weekend or holiday is a scheduled shift, any absence on a “make up shift” is subject to an occurrence per the attendance policy.

ARTICLE 4

HOLIDAYS

4.1 Holidays are included in the company’s PTO plan. The following days shall be considered recognized holidays: New Year’s Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day.

4.2 Holiday Pay: All holidays begin at 12:00 a.m. on the holiday itself and end at 11:59 p.m. Employees working on any of the recognized holidays shall receive 1 ½ times their regular rate of pay for such time worked. Employees who do not work on the holiday will use holiday PTO to meet their regularly scheduled hours for that pay period. If an employee is able to work their scheduled hours during a pay period in which a holiday falls, they do not have to use holiday PTO. Approval of extra hours worked is always subject to staffing needs and would need to be approved in advance by management. Employees who work their scheduled hours in a pay period containing a recognized holiday may also choose to be paid out an additional 8 hours of PTO in that pay period. (Said PTO will be paid at their straight time rate.)

4.3 Employees who are absent without cause on the regularly scheduled workday 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) nonscheduled holiday shift, should they so desire.

ARTICLE 5 PAID TIME OFF (PTO)

5.1 Employees are eligible for Paid Time Off on the same basis as non-contract employees. Paid Time Off (“PTO”) is available to cover an employee’s needs for time away from work including: vacation, illness, holiday or other leaves.

Eligible employees who are scheduled to work at least 40 hours per pay period will accrue PTO on the basis of paid hours, which is defined for purposes of this policy to include PTO hours taken, based on the multiplier used times the hours paid each pay

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

Banked PTO hours over and above 324 will be paid out on a quarterly basis.

<i>YEARS OF SERVICE</i>	<i>HOURS/DAYS</i>	<i>ACCRUAL/HOURS PAID</i>
0	184/23	.08846
3	208/26	.1000
7	224/28	.10769
10	240/30	.11538
15	248/31	.11923
20	256/32	.12308
25	264/33	.12692
30	272/34	.13077
35	280/35	.13462

ARTICLE 6 LEAVES OF ABSENCE

6.1 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.

6.2 Short-Term Disability - The company will provide short-term disability coverage to employees on the same terms and conditions as non-contract employees.

6.3 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 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.

6.4 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.

6.5 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 Subcommittee), 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).

6.6 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 7

INSURANCE

7.1 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).

7.2 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.

7.3 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.

7.4 The employee's portion of the premium may be paid through an IRS Section 125 "pretax" premium conversion payroll deduction.

7.5 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 "grandfathered" 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 biweekly pay periods.

ARTICLE 8

RETIREMENT

Employees shall be covered under the company's 401k plan on the same terms and conditions as non-contract employees.

ARTICLE 9 TERMINATION OF EMPLOYMENT

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

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 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

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

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

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

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

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

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 STATE AND FEDERAL REGULATORY CHANGES

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

ARTICLE 24 DURATION AND RENEWAL

This Agreement shall be in full force and effect from March 1, 2024 through February 29, 2027. 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 6th **day of April, 2024.**

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

By: 
Jenny Andersen

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

By: 
Tim Blase

Chris Ellis

APPENDIX "A"

Wage Scale 3/1/24																
	Step #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Contract Year	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 15	Year 20	Year 25	Year 30
Cook		\$18.87	\$19.15	\$19.44	\$19.73	\$20.03	\$20.33	\$20.63	\$20.94	\$21.25	\$21.57	\$21.89	\$22.22	\$22.55	\$22.89	\$23.23
Dietary & Environmental Assistant		\$17.34	\$17.60	\$17.86	\$18.13	\$18.40	\$18.68	\$18.96	\$19.24	\$19.53	\$19.82	\$20.12	\$20.42	\$20.73	\$21.04	\$21.36
Nursing Assistant, Certified		\$20.00	\$20.30	\$20.60	\$20.91	\$21.22	\$21.54	\$21.86	\$22.19	\$22.52	\$22.86	\$23.20	\$23.55	\$23.90	\$24.26	\$24.62
Medication Assistant		\$21.00	\$21.32	\$21.64	\$21.96	\$22.29	\$22.62	\$22.96	\$23.30	\$23.65	\$24.00	\$24.36	\$24.73	\$25.10	\$25.48	\$25.86
Nursing Assistant, Non-Certified		\$19.00	\$19.29	\$19.58	\$19.87	\$20.17	\$20.47	\$20.78	\$21.09	\$21.41	\$21.73	\$22.06	\$22.39	\$22.73	\$23.07	\$23.42
Associate Maintenance Mechanic		\$18.66	\$18.94	\$19.22	\$19.51	\$19.80	\$20.10	\$20.40	\$20.71	\$21.02	\$21.34	\$21.66	\$21.98	\$22.31	\$22.64	\$22.98
Wage Scale 3/1/25 (2% Increase)																
	Step #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Contract Year	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 15	Year 20	Year 25	Year 30
Cook		\$19.25	\$19.53	\$19.83	\$20.12	\$20.43	\$20.74	\$21.04	\$21.36	\$21.68	\$22.00	\$22.33	\$22.66	\$23.00	\$23.35	\$23.69
Dietary & Environmental Assistant		\$17.69	\$17.95	\$18.22	\$18.49	\$18.77	\$19.05	\$19.34	\$19.62	\$19.92	\$20.22	\$20.52	\$20.83	\$21.14	\$21.46	\$21.79
Nursing Assistant, Certified		\$20.40	\$20.71	\$21.01	\$21.33	\$21.64	\$21.97	\$22.30	\$22.63	\$22.97	\$23.32	\$23.66	\$24.02	\$24.38	\$24.75	\$25.11
Medication Assistant		\$21.42	\$21.75	\$22.07	\$22.40	\$22.74	\$23.07	\$23.42	\$23.77	\$24.12	\$24.48	\$24.85	\$25.22	\$25.60	\$25.99	\$26.38
Nursing Assistant, Non-Certified		\$19.38	\$19.68	\$19.97	\$20.27	\$20.57	\$20.88	\$21.20	\$21.51	\$21.84	\$22.16	\$22.50	\$22.84	\$23.18	\$23.53	\$23.89
Associate Maintenance Mechanic		\$19.03	\$19.32	\$19.60	\$19.90	\$20.20	\$20.50	\$20.81	\$21.12	\$21.44	\$21.77	\$22.09	\$22.42	\$22.76	\$23.09	\$23.44
Wage Scale 3/1/26 (2.5% Increase)																
	Step #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Contract Year	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 15	Year 20	Year 25	Year 30
Cook		\$19.73	\$20.02	\$20.33	\$20.62	\$20.94	\$21.26	\$21.57	\$21.89	\$22.22	\$22.55	\$22.89	\$23.23	\$23.58	\$23.93	\$24.28
Dietary & Environmental Assistant		\$18.13	\$18.40	\$18.68	\$18.95	\$19.24	\$19.53	\$19.82	\$20.11	\$20.42	\$20.73	\$21.03	\$21.35	\$21.67	\$22.00	\$22.33
Nursing Assistant, Certified		\$20.91	\$21.23	\$21.54	\$21.86	\$22.18	\$22.52	\$22.86	\$23.20	\$23.54	\$23.90	\$24.25	\$24.62	\$24.99	\$25.37	\$25.74
Medication Assistant		\$21.96	\$22.29	\$22.62	\$22.96	\$23.31	\$23.65	\$24.01	\$24.36	\$24.72	\$25.09	\$25.47	\$25.85	\$26.24	\$26.64	\$27.04
Nursing Assistant, Non-Certified		\$19.86	\$20.17	\$20.47	\$20.78	\$21.08	\$21.40	\$21.73	\$22.05	\$22.39	\$22.71	\$23.06	\$23.41	\$23.76	\$24.12	\$24.49
Associate Maintenance Mechanic		\$19.51	\$19.80	\$20.09	\$20.40	\$20.71	\$21.01	\$21.33	\$21.65	\$21.98	\$22.31	\$22.64	\$22.98	\$23.33	\$23.67	\$24.03

APPENDIX "B"

Flex CNA

- Flex CNAs will be scheduled based on facility need. These are not block schedules and shifts will vary from week to week. Flex CNAs must be willing to work throughout the building and work various shifts.
- Part-Time Flex CNAs must work a minimum of 4 shifts a pay period, with 1 shift being on weekends. Full-time Flex CNAs must work a minimum of 8 shifts a pay period, with 2 shifts being on weekends. Shifts will be assigned by the scheduler or DON.
- Flex CNAs will be scheduled after all hours are awarded to block CNAs after the 5-day posting period and all regular FT and regular PT CNAs have been scheduled their posted block schedules.
- The Flex CNA is a permanent position as part of the union and will have seniority for picking up additional hours based on date of hire.
- Additional shifts may be picked up, according to the contract (as a bargaining unit member) for overtime purposes, subject to available hours.
- This position is eligible for additional pick-up incentives beyond the scheduled FTE subject to the terms in article 5.13.
- Flex CNAs may sign for an official block, and if awarded, will transition to applicable "pay" scale per the Union Contract.
- Flex CNAs will earn benefits in accordance with Union Contract as a part-time or full-time CNA.
- Aides working in a flex CNA position will receive a premium of \$5/hr.
- Positions will be posted and awarded by seniority.

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 subcommittee to address appeals of denied funeral leave requests, as provided in Section 8.04.
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. 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.
5. 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.
6. 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.
7. Following negotiations in 2015, the parties have agreed to renew the provisions outlined in this Letter of Understanding.
8. 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 ____ day of _____, 2024.

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

By:  _____

Jenny Andersen

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

By: *Jim Blase*
Tim Blase

