Collective Bargaining Agreement

Between

Maplewood Good Samaritan Center

And

SEIU Healthcare Minnesota

Effective
March 1, 2018
Through
February 28, 2021
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Collective Bargaining Agreement
For Licensed Practical Nurses
And
Registered Nurses
Between
Maplewood Good Samaritan Center
And
SEIU Healthcare Minnesota

Agreement

This agreement, made and entered into this first day of March, 2018 by and between Maplewood Good Samaritan Center, hereinafter referred to as the "Employer", and SEIU Healthcare Minnesota, herein- after referred to as the "Union."

Whenever used herein, the masculine gender may be read as the feminine or neuter gender, the feminine gender may be read as the masculine or neuter gender and the neuter gender may be read as the masculine or feminine gender.

Article 1 – Recognition

A. Representation

The Union shall be the sole and exclusive bargaining representative for the following units: National Labor Relations Board Case Number 18-RC-14493 for all full-time, regular part-time, temporary casual and on-call Licensed Practical Nurses; and National Labor Relations Board Case Number 18-RC-13356 for all full-time, regular part-time, temporary casual and on-call Registered Nurses; excluding service and maintenance employees, office clerical employees, Administrator, Assistant Administrator, Director of Nursing, Assistant Director of Nursing, guards and supervisors as defined in the Act.

B. Classification or Title Change

In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job classification not specified in Appendix A hereof, the issue shall be submitted to the National Labor Relations Board (NLRB) for unit determination. The Employer has a right to create new job classifications and to establish initial terms and conditions of employment for such new classifications. The Employer shall thereafter negotiate with the Union over such terms and conditions for the classification. In the event of a dispute, the matter shall be referred to Federal Mediation. In the event the dispute remains unresolved, the matter shall be submitted to interest arbitration. The Employer shall notify the Union when an employee transfers in or out of the unit.

C. No Change to Defeat Contract

No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No employee shall be transferred either to positions covered by
this Agreement or outside it except upon written notice to the Union, which notice shall specify the transfer.

D. No Discrimination

There shall be no discrimination on the part of either the Employer or the Union in favor of or against any employee because of her membership in the Union or because of her acting as an officer or in any other capacity on behalf of the Union or the Employer. There shall be no discrimination on the part of either the Employer or the Union on account of any individual's age, sex, race, color, creed, religion, national origin, ancestry, political affiliation, marital status, disability, veteran status, familial status, status with regard to public assistance, membership or activity in a local commission (as defined by Minnesota law), sexual orientation, gender identity or expression or on any basis prohibited by law.

E. No Contradictory Rule

The Employer agrees not to enter into any agreement or contract with its employees (who are in the classifications herein noted) either individually or collectively which conflicts with any of the provisions of this Contract. No statement or rule shall be made or established by the Employer or the Union which conflicts with or contradicts any of the provisions of this Contract.

F. Committee on Political Education OF LE

The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota COPE contributions on a per pay period basis from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

Article 2 — Union Security/Agency Shop

There is a Collective Bargaining Agreement between the Employer and SEIU Healthcare Minnesota, covering wages, hours of work, and other terms and conditions of employment. The Collective Bargaining Agreement provides that the Union is the sole representative for the classification of work for which the Employee is hired. After completion of sixty (60) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two choices:

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying an initiation fee and monthly dues.

2. Employees may choose not to become a Union member and pay a service fee and monthly fees. These Employees shall not be able to attend membership meetings or participate in contract negotiations.
At the time of employment, a new employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

It is the Employee's responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.

All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular dues, uniformly required as a condition of acquiring or retaining membership in the Union. Employees who work less than twenty (20) hours per pay period will be excluded from the union security provision from this agreement. If an Employee works twenty (20) or more hours in a pay period he/she shall owe dues or fees for that month. Any union member who is delinquent in making the payments required herein for more than 10 days shall be terminated by the Employer.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union an enrollment fee in an amount equal to the standard initiation fee paid by Employees who become Union members and service fees equal to the standard dues paid by Union members. This payment in no event shall exceed the regular Union dues paid by Union members working an equivalent number of hours.

Payments required by this section shall be made only after an Employee has completed sixty (60) days of employment. The fee required by paragraph one shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter. Payments required by paragraph two are due and payable the first (1st) day of the month following the completion of sixty (60) days of employment and shall be paid by the tenth (10th) day of each month.

Any Employee electing to pay the enrollment and service fee who is delinquent in making the payments required herein for more than thirty (30) days shall be terminated by the Employer without any notice to the delinquent Employee. Termination shall occur within three (3) days after receipt of written notice from the Union to the Employer of such delinquency.

Dues Deductions — The Employer agrees to deduct Union dues and initiation fees, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Employer with a written authorization to make such deductions. The written authorization shall be irrevocable for a period of not more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount, social security number, and names of those for whom such deductions have been made.
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.

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

The Union will also send copies to the Employer of the various warning notices sent to the member pursuant to its present practice so that the Employer may take steps designed to keep the employee in good standing.

If the employee does not remain in good standing, as defined above, the Employer shall terminate the employee within three (3) days of written notice to do so from the Union.

Employee Lists — Each month, the Employer will send the Union a list with the following information:

❖ **New Hires**: name, hire date, address, phone number, classification, rate of pay, social security number, and number of hours worked per pay period.

❖ **Transferred Employees**: (This applies to employees transferring within the bargaining unit or transferring into or out of a bargaining unit position.) name, social security number, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.

❖ **Terminated Employees**: (from the bargaining unit) name, termination date, classification, and social security number.

❖ **Employees on Leave of Absence**: name, date leave begins, date of return, and social security number.

❖ **Changes**: name changes, address changes, phone number changes, changes in hours per pay period, change in classification, any other changes affecting union membership or dues, and social security number.

❖ **Hourly Reports**: monthly lists of all employees in the bargaining unit with actual hours worked by pay period, along with name, social security number, and period the hours cover.

❖ **Seniority List**: one list of all employees in the bargaining unit by seniority with compensated hours.

SEIU Healthcare Minnesota has moved to a percentage dues system which is based on each member's gross pay per pay period under the Collective Bargaining Agreement. There will continue to be minimum and maximum dues. In an effort to make the transition as smooth as possible, SEIU Healthcare Minnesota is requesting the following data in addition to the member information provided above:
- Each Pay Period: name, social security number, gross pay per pay period, and dues deduction amount

- Annually: name, social security number, hire date, classification, wage rate, gross collective bargaining wages, and total annual dues deducted.

The Employer shall work with the Union in order to process dues and reporting of hours electronically.

**Article 3 — Union Representation**

**A. Stewards**

The Employer recognizes the right of the Union and its business representative to designate stewards and an Orientation Leader to handle official Union business, as set forth in this Article.

The stewards shall handle such routine Union business as may from time to time be delegated by the Union in connection with this collective bargaining relationship which does not interfere with the assigned duty of any employee. The name of such Union steward and/or Orientation Leader shall be furnished in writing to the Employer and any changes shall be reported to the Employer in writing.

The Steward or Orientation Leader shall have access to new hires to present Union information, the contract and authorization forms at a time and location mutually agreeable to the Steward/Orientation Leader and the Employer. Such time not to exceed fifteen (15) minutes and may be on the clock.

It is the philosophy of Labor and Management that a cooperative relationship is in the best interest of the parties. To this end, Stewards shall be allowed time on the clock as defined below to investigate issues that could lead to or are grievances, in an effort to resolve problems expeditiously and in providing such representation of employees under the Weingarten rights. While on paid leave, such Steward must meet the following criteria:

1. Stewards shall not question a resident without the Employer being present;

2. Stewards shall not question a witness without the Employer being present;

3. All such pay shall be as straight time rates and shall not trigger overtime payments. A steward shall not be sent home to avoid overtime payments;

4. Stewards shall provide the Employer advance notice of intent to perform such duties while on the clock;

5. Such paid time shall not exceed four (4) hours in aggregate per month.

**B. Business Representative**
The Employer recognizes the Business Representatives 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 this Agreement. The business representative of the Union shall be allowed to visit the premises of the Employer.

C. Bulletin Board Space

Bulletin board space shall be made available to the SEIU Union in the building location of the Employer for the purpose of posting notices. The business agent or Union designate shall have access at all reasonable times to such bulletin board and to other non-patient, non-public areas to be designated by the Employer to discharge the duties as representatives of the Union.

D. Labor Management Meetings

The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of both the employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a "Labor-Management Meeting."

Meetings will be held when the occasion arises for the discussion and/or resolution of reasonable and appropriate subjects with the Employer's representatives and the Union's representatives in attendance.

Article 4 — Hours of Work/Scheduling

A. Definition of Employees

Employee status shall be defined as follows:

1. Full-Time: Full-time employees are those employees regularly scheduled to work at least thirty (30) hours per week.

2. Part-Time: Part-time employees are those employees regularly scheduled to work less than thirty (30) hours per week.

3. Casual: Casual employees are those employees who are not regularly scheduled to work.

B. Definition of Normal Shift

Effective April 1, 1993, a normal full shift for new positions will consist of eight (8) paid hours of work in an eight and one-half (8-1/2) hour period. (The eight and one-half hour period will include a half hour unpaid break.).

C. Scheduling
1. General Scheduling Guidelines

a. **Hours Assignments Based on Seniority:** Work week schedules and assignment shall give preference to employees in accordance to seniority (as defined in Article 5). Current employees shall have schedule/shift preference over any new hire. Employee preference for days off will be recognized by the supervisor, if possible and if received in writing before the schedules are posted. The Employer shall respond in writing to all requests within two (2) weeks from the date of the request.

b. **Split Shifts:** There shall be no split shifts unless mutually agreed upon by the employee, Employer and Union if consent is not unreasonably withheld.

c. **Scheduling Pattern for Weekends and Days Off During Week:** Normally, employees shall work every other weekend and have the alternate weekend off. A system of "block" scheduling shall be utilized providing employees with permanent days off; however, it is understood that some "non-block" positions or positions with "block" and "non-block" hours shall be utilized where mutually agreeable between the employee and the Employer.

d. **Scheduling of Consecutive Days:** No employee shall be scheduled to work more than five (5) consecutive days in a two (2) week period unless the employee agrees to the schedule on a schedule to schedule basis.

e. **Minimum of 12 Hours Off Between Shifts:** All employees shall receive a minimum of twelve (12) hours off between shifts except where emergencies require otherwise or special employee requests are approved.

f. **For Employees Hired on or Before May 1, 1995:** No such employees shall be scheduled to work more weekends than what they are currently working.

g. **Scheduling of P.M. Shift Prior to Scheduled Weekend Off:** No employee shall be scheduled to work the p.m. shift prior to a scheduled weekend off without the employee's consent.

2. Procedures for Scheduling Regular Hours

a. **Definition of Regular Hours:** Regular hours are defined as a normal pattern of days and shifts an employee is assigned to work during a pay period.

b. **Posting of Schedule:** Schedules shall be posted two (2) weeks in advance for two (2) weeks of the employee's scheduled work. Once posted, if schedule changes subsequently become absolutely necessary by the employee or the Employer, it will be discussed by the parties in person in order to achieve and mutually agree upon such schedule changes. Work week schedules, in conformity with this Agreement, shall be furnished to the Union upon request.
c. **Time-Off Requests**: Employee requests for paid time off (i.e., vacation) shall be given preference over requests for unpaid time off.

3. **Procedures for Filling Expected Vacant Hours on Schedule:**
   a. **Definition of Expected Vacant Hours**: Expected vacant hours are defined as open hours on the schedule that are not filled by non-block employees, that occur for reasons such as approved absences, PTO and job openings.
   b. **Posting Vacant Hours**: When expected PTO hours occur, the Employer shall post these available extra hours for a period of five (5) calendar days. Available extra hours must specifically state whether the vacant hours are LPN or RN hours.
   c. **Bidding for Expected Vacant Hours**: The employee may indicate availability for specific extra shifts in writing. The Employer shall respond to these requests within seven (7) days from the end of the posting period.
   d. **Assignment of Hours**: Vacant hours shall be granted to employees on a seniority basis.

   1st - To same classification employees where no overtime will result.
   2nd - To different classification employees where no overtime will result.
   3rd - To same classification employees where overtime will result at the rate of time and one-half.
   4th - To different classification employees where overtime will result at time and one-half.
   5th - On a rotating basis among employees who have reached the maximum of 104 hours per pay period by classification.

   Normally, an employee shall not work more than one hundred and four (104) hours per pay period unless mutually agreeable between the employee and the Employer otherwise.

   Extra shifts will be granted as provided in this section before using temporary employees of outside employment agencies.

4. **Procedures for Filling Unexpected Vacant Hours:**
   a. **Definition of Unexpected Vacant Hours**: Unexpected vacant hours are defined as hours which become open on the schedule after it is posted due to employee illness or last minute call-ins that are not filled by non-block employees.
b. **Assignment of Hours:** Vacant hours shall be granted to employees on a seniority basis.

1st - To same classification employees where no overtime will result.

2nd - To different classification employees where no overtime will result.

3rd - To same classification employees where overtime will result at the rate of time and one-half.

4th - To different classification employees where overtime will result at the rate of time and one-half.

If the Nurse who is called or volunteers for vacant hours refuses to work where the vacancy exists, then the Nurse who is displaced will receive the bonus for extra hours rather than the Nurse who is working the extra hours. There will be no displacement bonus in any other situation.

5. **Flexible Schedules (Scheduling to Work More Than Eight (8) Hours Per Day)**

The Employer and Union acknowledge that there may be situations where schedules providing for work in excess of eight (8) hours per day could be beneficial to both the care center and the employee. Such work schedules shall be subject to the following provisions:

a. **Mutual Agreement:** There must be mutual agreement between the Employer and the employee for such scheduling to occur. Either party can rescind the agreement with at least six (6) weeks written notice.

The parties shall mutually agree to a schedule to be worked. This schedule shall be reduced to writing and can only be altered by written agreement of both the Employer and the employee.

b. **Forty (40) Hour Work Week and Special Overtime Provisions:** The normal work week shall be forty (40) hours. The overtime provisions of Article 9.D.2. shall not apply. Rather, the employee shall receive overtime pay as follows:

Time and one-half for all hours worked in excess of forty (40) per week or in excess of his/her scheduled work day unless the scheduled work day is less than eight (8) hours.

c. **Shift Differential:** Shift differential shall be paid for an entire shift where the majority of the hours worked occurs after 3:00 p.m.

d. **Rest and Meal Breaks:** Rest breaks for shifts of twelve (12) hours shall include the equivalent of three (3) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal break.
e. **Paid Time Off (PTO):** PTO shall accrue at the rate proportionate to that specified in Article 11 for employees not working a flexible schedule and shall be granted in a manner to provide an employee an equal amount of calendar time off as provided in Article 11.

f. **Holiday Pay:** Holiday pay shall be based on the number of hours under the flexible schedule.

6. **Break Time:**

   a. **Rest Period:** Employees will receive a rest period of fifteen (15) minutes during each three and three-fourths (3-3/4) hours of work. Employees may combine rest periods during seven and one-half (7-1/2) to eight (8) hours of work with the approval of the supervisor.

   If on break and the employee needs to return to work before completion of break time, that employee must get the approval of the supervisor in order to be paid overtime.

   b. **Meal Period:** Employees will receive an unpaid meal period of one-half (1/2) hour.

7. **Meals for Unplanned Consecutive Shifts:** Upon request, meals will be provided at no charge to employees who work an unplanned consecutive shift.

**Article 5 – Seniority**

A. **Definition**

Seniority for all employees shall be compensated hours in the LPN or RN classification in the bargaining unit with the Employer after the most recent date of employment. Provided however; in the event of a change of classification from an LPN to an RN within the facility, the Nurse will be merged into the seniority list in the RN classification with one-half of a Nurse's existing LPN seniority. There shall be a separate seniority list for each classification. In each classification, there shall be one (1) seniority list for both full-time and scheduled part-time employees and a separate seniority list for casual part-time employees.

B. **Seniority Lists**

On or before the thirty-first (31st) day following the commencement of this Agreement, the Employer shall prepare seniority lists for all employees in each classification covered by this Agreement as described in A above with copies to the Union and copies posted on the designated Union bulletin board. Such lists shall be updated annually with copies to the Union and copies posted on the designated Union bulletin board.

C. **Job Posting**
1. Whenever permanent vacancies occur, a notice of such vacancy stating the requirements for the position and actual schedule shall be posted at the Employer's location for a period of five (5) working days and notice of the same furnished to the Union Steward.

2. Any employee currently employed by the Employer and qualified to fill the position, shall be granted such position upon application before an outside candidate. In the event more than one qualified employee applies for the same position, seniority shall be the determining factor. The term "qualified" used in this section means the ability to satisfactorily perform the duties of the position within a reasonable period of orientation not to exceed two (2) weeks.

D. Seniority/Service Credit

PTO benefits shall be based on compensated hours, excluding overtime hours, within the corporation.

E. Permanent Reduction of Hours/Layoffs and Recall Procedures

1. Notice to Union/Employee

In the event of permanent reduction of hours or layoff, the Employer shall first seek volunteers to accomplish the necessary permanent reductions. The Employer will also advise the Union as soon as possible and no later than four (4) weeks in advance of any permanent reductions. Employees on layoff status shall have preference over casual employees for any available additional work hours.

2. Layoff Procedure

In the event of a reduction of hours or layoff, it shall be made in the reverse order of seniority. In the event of layoff, two (2) weeks notice shall be provided employees or pay in lieu thereof. An employee on layoff status shall retain seniority rights for a period of six (6) months following the date of layoff.

3. Rehiring

Regular employees who are laid off shall be recalled in accordance with their seniority. It is the responsibility of the employees to notify the Employer of any changes in their current address. The Employer will notify employees of a recall to work by certified mail. Employees shall notify the Employer of their intentions to work within five (5) days of receipt of notification and shall report to work in no more than ten (10) working days following receipt of notification. If the employee refuses said offer or fails to respond within five (5) days, all rights under this Agreement are surrendered and said employee shall be considered as terminated.

F. Reduction Other Than Layoff
In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or shift because of changes in staffing needs due to low census or case mix decreases, the following procedure will be utilized:

1. The Employer will ask for volunteers to take voluntary absent days, by contacting those employees who have indicated a willingness or interest in taking voluntary absent days.

2. If the necessary reductions are not accomplished by the use of volunteers, involuntary absent days will be assigned in the order of reverse seniority by classification on a rotating basis where qualifications to perform the available work are substantially equal.

Article 6 — Insurance Benefits

A. Medical Insurance Plan

The Employer shall make a medical insurance plan available to employees.

1. Consistent with the requirements of such plan, periodic opportunities to enroll at least annually, shall be made available to those employees choosing not to enroll when first eligible for the plan.

2. The specifics of such plan shall be determined at the discretion of the Employer. However, before any changes are implemented, the Union shall have the opportunity to consult on these changes.

B. Life Insurance

Full-time employees under age 70 shall receive life and accidental death and dismemberment term insurance at no cost to the employee. The benefit amount shall be equal to one times the employee’s annual salary, rounded to the nearest $1,000, not to exceed $50,000.

Medical and Dental Insurance

The Employer and the employees shall share the costs of the various coverages offered by the Employer. In order to become and remain eligible for medical and dental insurance, employees must average 30 hours per week within the Employer’s standard measurement period.

Article 7 — Probationary Period — Discipline/Discharge - Termination

A. Probationary Period

The first sixty (60) days of employment of any new employee shall be a probationary period, during which time the employment of such employee may be terminated with or
without cause. In special cases, the Employer and the Business Agent or his designated representative may approve extending the probationary period for thirty (30) days.

B. Discipline/Discharge

The Employer shall not discipline, discharge or suspend an employee without just cause. Just cause may include but not be limited to the following:

1. proven theft;
2. resident abuse or a violation of patient's rights;
3. working while under the influence of alcohol or a controlled substance;
4. insubordination;
5. second occurrence of absence without notification;
6. property damage through intentional or reckless conduct; and
7. excessive absenteeism or tardiness.

A written notice of discharge, suspension or written disciplinary action shall be given to the employee and a copy given to the Union Steward.

C. Quit

Employees must provide a four (4) week written notice of intent to quit.

Employees who resign must work their shifts during their four-week notice in order to be eligible to receive their PTO. If such shifts are not worked, all accrued PTO will be forfeited. Exceptions to this provision shall include approved time off, bereavement leave, the hospitalization of the employee, spouse, parent or child and other absences at the discretion of the Employer.

Article 8 — Grievance and Arbitration Procedure

A grievance is hereby defined as any claim by the Union or an employee relating to the interpretation of or adherence to the terms and provisions of this Agreement.

The steps in the grievance procedure are as follows:

Step One
The employee will informally discuss the grievance with the employee's immediate supervisor. Representatives of the Union shall also have the right to directly discuss the grievance with the Employer in an attempt to resolve it.

Step Two
If the grievance is not resolved under Step One, it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be submitted to the Administrator. The written grievance must be submitted to the Employer within fourteen (14) calendar days following the date of occurrence.
A grievance relating to pay shall be timely if received by the Employer within sixty (60) days after the pay day for the period during which the grievance occurred.

Within fourteen (14) calendar days following receipt of the grievance by the Union, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

Step Three
If the grievance is not resolved at Step 2, the parties may, by mutual agreement, take this matter to the Federal Mediation and Conciliation Service for mediation. Mediation shall be non-binding unless the parties agree in advance to adhere to the decision of the mediator.

Step Four
If the grievance is not resolved in Step Three, the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within fourteen (14) calendar days following the Step Three meeting. A joint written request shall be made for the Federal Mediation and Conciliation Services to submit the names of five (5) qualified arbitrators, including personal history and arbitration experience of each. Upon receipt of such panel of arbitrators, the parties shall meet and with a toss of a coin, decide who shall strike first, then alternately until one name remains and that person shall be the arbitrator.

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 not have authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

The award of the arbitrator shall be made within sixty (60) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Employer, Union and employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

Article 9 – Pay

A. Pay Schedules

1. Minimum Increases and Pay Schedules

Effective March 1, 2018, all bargaining unit employees will receive a 2% increase to their base wage. Effective March 1, 2018, the wages on the hiring grids will also
be increased by 2% (both to starting wages and to each step). The wages in the hiring grid attached as Exhibit A reflect the March 1, 2018 increase.

Effective September 1, 2018, all bargaining unit employees will receive a 0.5% increase to their base wage. Effective September 1, 2018, the wages on the hiring grids will also be increased by 0.5% (both to starting wages and to each step).

If an LPN transfers to an RN, he/she shall be placed at the lowest step on the RN hiring grid (Appendix A) which represents a wage increase to the transferring nurse.

If an employee from the Service and Maintenance bargaining unit transfers to a nurse classification, he/she shall be placed at the lowest step on Appendix A for his/her new classification which represents a wage increase to the transferring employee.

2. Prior Experience Credit

Appendix A shall determine wages to reflect experience credit.

The Employer shall notify the Union of any experience credit given.

Stewards may review any credit for experience and applicable pay rates. The Employer shall adjust if necessary.

B. Pay Days and Pay Checks

Definite pay days shall be established on a regular two (2) week period.

An employee shall be permitted to know on what basis his or her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of this total take-home pay, if requested. Payroll errors under fifty dollars ($50.00) shall be corrected on the following payroll. Payroll errors of fifty dollars ($50.00) or more shall be corrected within one (1) business day of notification.

C. Pay Premiums and Differentials

1. Shift Differential: Nurses working the evening shift or the night shifts shall receive the following shift differentials in addition to their regular base rate of pay:

<table>
<thead>
<tr>
<th>Shift Worked</th>
<th>Differential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evening</td>
<td>$.50 per hour worked</td>
</tr>
<tr>
<td>Night</td>
<td>$1.00 per hour worked</td>
</tr>
</tbody>
</table>

Effective March 31, 1992, all employees who work the evening or night shifts shall receive PTO and holiday pay at the appropriate rate which includes the shift differential.
3. **Preceptor Premium**: If an LPN or RN is assigned to train a new employee, that LPN or RN shall receive one dollar ($1.00) per hour in addition to his/her current wage rate.

4. **Designated ("Charge") Nurse Premium**: An employee who is specifically assigned by the Employer to direct the work of other employees as Designated ("Charge") Nurse shall receive additional compensation of two dollars ($2.00) per hour. It is understood that there is only one (1) person in "charge" during the shift.

**D. Overtime Pay**

1. **Pay at Time and One-Half**: Overtime pay shall be one and one-half (1-1/2) times an employee's regular base rate of pay including any pay premiums and differentials that are due the employee. Employees shall be paid overtime for all hours worked over:

   a. Eight (8) per day (a "day" is defined as a 24-hour period beginning with 12:00 a.m.)

   b. 8 consecutive hours

   c. 80 per pay period

   d. Time required to work through a break or meal period. (Employees who are required by their supervisor to work through a break or meal period shall receive overtime for such time not taken within an eight (8) hour day.)

   Overtime payments shall not be duplicated/ pyramided.

2. **No Time Off Required in Lieu of Overtime Pay**: Employees shall not be required to take time off in lieu of overtime pay.

**E. Minimum Pay for Reporting for Work**

1. **Pay for Four (4) Hours if Sent Home**: Nurses required to report to work for his/her regular shift will be guaranteed at least four (4) hours of work. In the event the nurse is not needed for four (4) full hours, the nurse will be given the option of leaving early and receiving the pay for actual hours worked.

2. **Pay for Entire Shift if Called In**: A nurse who is called to work an unscheduled shift and who is called not later than one-half (1/2) hour after the commencement of that shift shall be paid for the entire shift if she/he arrives within a reasonable period of time after being called.

**F. Pay for On-Premises Meetings and Inservice Training**

Employees who attend on-premises meetings or training sessions outside of scheduled working hours shall be paid at the applicable rate under these conditions:
1. The employee is required to attend the meeting or training session. (This will include CPR training.)

2. The employee did not work while the meeting or training session was scheduled.

Such time shall be considered compensated hours for purposes of computing overtime and accruing benefits.

G. Compensated Hours

For the purpose of accruing benefits, compensated hours will include time off for PTO and holidays excluding unpaid leaves of absence and other approved time off.

Article 10 – Holidays

A. Designated Holidays

The following holidays or days designated as such shall be recognized and paid for at the regular straight time rate for all full-time employees:

- Easter
- Memorial Day
- July Fourth
- Labor Day
- Thanksgiving
- Christmas Day-32 hrs (see Sec. B)
- New Year’s Day-32 hrs (see Sec. C)

B. Christmas Day

Christmas Day shall be considered to extend from the start of the P.M. shift on the holiday eve (3:00 p.m.) through the end of the holiday at midnight. Employees shall receive their regular rate of pay plus holiday pay (two times) for any shift worked during the thirty-two (32) hour period.

C. New Year's Day

New Year's Day shall be considered to extend from the start of the relief shift on the holiday eve (3:00 p.m.) through the end of the holiday at midnight. Employees shall receive their regular rate of pay plus holiday pay (two times) for any shift worked during the thirty-two (32) hour period.

D. Holiday Work Coverage

Necessary holiday work coverage shall be scheduled as follows:

1. volunteers, by seniority, from employees within the facility;
2. for the purposes of work coverage on Christmas and New Year's, the Employer will alternate employees' holiday work from year to year; and

3. if one and two are insufficient, by assignment of employees on a rotating basis in reverse order of seniority.

E. Holiday Pay

Employees required to work on the holiday or the day designated as such will be paid two (2) times their straight time hourly rate for every hour they work. Part-time employees must work the holiday in order to receive holiday pay.

To be eligible for holiday pay on holidays not worked, full-time employees must work their scheduled shifts immediately prior to and following the holiday.

Exceptions to this provision shall include approved time off, bereavement leave, the hospitalization of the employee, spouse, parent or child and other absences at the discretion of the Employer.

F. Holiday Credits

1. If a holiday falls on a full-time employee's day off, she will be paid eight (8) hours of straight time pay for the holiday. If fifty percent (50%) of the hours worked in a pay period were at the case manager rate, the holiday pay will be based on the higher rate.

2. For each holiday that falls during a full-time employee's PTO, the employee will be credited with eight (8) hours to his/her PTO account.

Article 11 — Paid Time Off

A. Paid Time Off

Paid Time Off ("PTO") is available to cover an employee's needs for time away from work including: vacation, illness, funerals or other leaves.

PTO may be used when giving away a shift but it is not required to use PTO in those situations.

Active Full-Time and Active Part-Time employees earn PTO hours based on the multiplier used times the hours paid each pay period, excluding overtime hours. Active Temporary and On-Call employees do not earn PTO. The longer an employee remains employed, the larger the multiplier will be, based on the table which follows.

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Multiplier Per Hour Paid</th>
<th>Maximum You May Earn Per Year If Working 2,080 hours</th>
<th>Amount Earned per Pay Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>.05</td>
<td>104 hours (13 days)</td>
<td>4.0000 hours</td>
</tr>
<tr>
<td>More than 1 year Less than 4 years</td>
<td>.0692</td>
<td>144 hours (18 days)</td>
<td>5.5360 hours</td>
</tr>
<tr>
<td>More than 4 years Less than 9 years</td>
<td>.0885</td>
<td>184 hours (23 days)</td>
<td>7.0800 hours</td>
</tr>
<tr>
<td>More than 9 years</td>
<td>.1077</td>
<td>224 hours (28 days)</td>
<td>8.6160 hours</td>
</tr>
</tbody>
</table>

B. Scheduling (Vacations) PTO requests

1. PTO (Vacation) Requests: Employee requests for PTO (vacation) shall follow the following 3 month window periods. This new calendar will begin May 1, 2007:

<table>
<thead>
<tr>
<th>Request Date</th>
<th>Months Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 1</td>
<td>June July August</td>
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<tr>
<td>August 1</td>
<td>September October November</td>
</tr>
<tr>
<td>November 1</td>
<td>December January February</td>
</tr>
<tr>
<td>February 1</td>
<td>March April May</td>
</tr>
</tbody>
</table>

Any requests received after the request date above will be granted on a first-come, first-serve basis within fourteen (14) days from the date the request is received by the Employer.

2. Basis for Granting (Vacation) PTO Requests: The Employer shall recognize seniority and the staffing needs of the facility in granting (vacation) PTO requests. For purposes of granting (vacation) PTO requests, up to two (2) nurses will be allowed to take (vacation) PTO at the same time (except for the night shift) according to the following schedule: 1) One RN and one LPN; 2) Two LPN's (if no RN has requested vacation); or 3) Two RN's (if no LPN has requested vacation). In granting such (vacation) PTO requests, the Employer will recognize seniority on a classification basis.
3. Payment of PTO at Termination of Employment

Earned PTO hours are available for use beginning with the first pay period following an employee's date of hire. All unused PTO hours shall be paid at the employee's regular rate of pay upon termination of employment.

**Article 12 — Illness/Disability and Personal Leave**

A. Illness/Disability Leave of Absence

1. Granting of Leave of Absence: A leave of absence without pay will be granted to employees for illness or disability, including pregnancy, for a maximum period of six (6) months after all accumulated sick leave has been paid. Upon agreement by the Employer, Union and employee, the leave may be mutually extended beyond six (6) months.

2. Return from Illness/Disability Leave:
   
   a. Leave of Absence Six (6) Months or Less: An employee whose leave of absence is six (6) months or less shall be returned to the employee's former position.
   
   b. Leave of Absence More Than Six (6) Months: An employee whose leave of absence is more than six (6) months will be returned to the first available position for which the employee is qualified. If no position is available when the employee is ready to return to work, the employee will be offered the first position for which the employee is qualified when one become available.

B. Personal Leave of Absence

The Employer shall grant an employee a personal leave of absence for legitimate reasons and for a reasonable period of time not to exceed ninety (90) calendar days. Legitimate reasons shall include, but are not limited to, adoption leave, critical illness or death in the immediate family (as defined in Section C of this article) and education leave. Upon agreement of the employee, Employer and Union, the personal leave of absence may be mutually extended beyond the ninety (90) calendar day limitation.

C. Bereavement Leave

Employees shall be granted time off to attend the funeral of an immediate family member, which includes the following relations: spouse, significant other, parents, child, 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 sisters or their spouses, spouse's grandparents, corresponding "step" relatives, corresponding foster relatives or corresponding "half" relatives (e.g. half-sister).

Employees may be granted time off to attend the funeral of a person not in their immediate family, subject to their supervisor's approval.
Employees are required to use PTO hours for all approved funeral leave.

Additional leave without pay may be granted upon request.

D. Family and Medical Leave

Employees shall be entitled to family and medical leave as required by the Family Medical Leave Act (FMLA) and other applicable laws; such leave shall run concurrently with illness/disability leave as contained in Article 13 A.

E. Military Leave

Employees shall be granted an unpaid leave of absence for temporary military training, not to exceed thirty (30) calendar days per year, or as otherwise required by State or Federal law. An employee shall not be required to use accumulated PTO for such leave.

F. Lobby Day

One bargaining unit member shall be allowed time off with pay to attend a Lobby Day event to promote skilled nursing facility funding. The member shall be elected by the Union and paid at the straight time rate with differential, if applicable. Overtime shall not be paid.

Article 13 — Jury Duty

A. Employees must notify their supervisor immediately upon receiving notice of jury duty. Employees may be expected to work during scheduled hours before and after the actual hours of jury duty, as facility needs are considered. Employees who prefer not to do so will need to request PTO for that time off. All hours paid by the Employer for jury duty will be counted as worked hours.

B. Active full — time employees will be paid for their regularly scheduled hours at their base rate of pay. Such employees may keep the amount of pay they receive from the court for jury duty.

C. Active part-time employees will be paid on their average number of hours worked over the last four (4) bi-weekly pay periods at their base rate of pay. This will include any combination of worked hours and hours required for jury duty. For example: if a part-time employee works an average of twenty-four (24) hours per week and is able to work two (2) days and is gone for jury duty for one (1) or more days, s/he will be paid for twenty-four (24) hours total (including one day of jury duty). If the employee is absent the entire week of jury duty, s/he would still be paid for twenty-four (24) hours. Such employees may keep the amount of pay they receive from the court for jury duty on the days and hours they were scheduled for work.
Article 14 — Uniforms/Name Badge

A. Uniforms

Nurses will be required to wear scrubs

B. Name Badge

If the Employer requires the employee to wear a name badge, the Employer shall furnish such name badge to the employee. If badge is lost or destroyed, employee will be responsible for replacement cost.

Article 15 — Personal Property

If an employee has his/her uniform or eyeglasses damaged while at work, through no negligence of the employee, the Employer shall provide reasonable compensation to the employee for the article's replacement.

Article 16 — Working Conditions

A. Lounge Facilities

The Employer shall continue to provide an employee lounge for use during break time and meal periods. The lounge shall be kept clean by the Employer. The lounge shall be equipped with a working refrigerator consistent with present practice.

B. Restroom Facilities

The Employer shall provide a private restroom for employees.

C. Mileage Reimbursement

If an employee is requested for any reason to use his/ her personal automobile for any facility business, he/ she shall be reimbursed at the current Internal Revenue Service rate. Such rate shall be adjusted as the IRS rate changes.

Article 17 — Education and Professional Development

A. Inservice Education

1. The Employer shall offer inservice programs to improve employee skills in the delivery of health care and related services. Employees shall be given advance notice of mandatory inservice meetings and shall be offered such inservice at reasonable times with more than one choice, when possible, of times to choose from.
2. The Employer will use its best efforts to ensure that appropriate inservice training sessions are available to all employees for continuing education credit. The Employer shall provide as many hours through inservice as possible.

3. If an Employee is excused for a mandatory in-service, the Employer shall make the information available in an alternate format.

B. Approved Off Premises Meetings and Continuing Education

The Employer shall attempt to offer on-premises inservice training which will meet the continuing education needs of Nurses covered by this Agreement. However, if it is necessary for an employee to attend off-premises professional meetings or continuing education seminars, the Employer shall reimburse the following out-of-pocket expenses providing attendance at the meeting or seminar is approved by the Employer in advance:

1. Registration fees,

2. Mileage at the current IRS mileage rate at the time of travel, and

3. Reasonable and necessary meal expenses.

The following conditions for such meetings or seminars shall also apply:

1. Employees must attend such meetings on days off or find suitable work replacements.

2. Employees will not receive wages or other reimbursement in connection with the meeting or seminar.

Article 18 — Professional Liability Insurance

A. The Employer shall pay the annual premium for professional liability insurance. Such insurance shall cover RN's/LPN's who could be held liable for practice while working as an employee of the Employer.

B. The Employer shall annually furnish insured employees with a copy of the Certificate of Insurance upon request.

Article 19 — Management Rights

Except as specifically limited by the express written provisions of this Agreement, the management of Employer and the direction of the working forces shall be deemed the sole and exclusive function of the Employer. Such management and direction shall include, but is not limited to, the right to:

1. hire, layoff, demote, promote, transfer, discharge, or discipline for just cause;

2. maintain discipline;
3. assign, delegate and schedule work;
4. determine quality of work performed;
5. maintain and improve efficiency;
6. require observance of reasonable nursing home rules and regulations;
7. direct the working forces;
8. determine the number of hours to be worked;
9. determine the material, means and type of services provided;
10. determine the methods, supplies and equipment to be utilized;
11. determine methods of compliance with federal and state regulations affecting nursing homes; and
12. discontinue jobs because of valid management and economic reasons.

None of the management rights set forth above shall be exercised in a discriminatory manner or in a manner contrary to the spirit of this Agreement.

Article 20 — Strikes and Lockouts

The Union agrees that for the full term of this Agreement and any renewal or extension thereof, it will at all times cooperate fully with the Company in maintaining a level of care deemed necessary by the Company and to operate an efficient center.

The Union agrees not to call, authorize, condone or support any strike, slow-down, stay-in or sympathy strike at the Company's operation covered by this Agreement during the life of this Agreement and agrees not to authorize, condone or support any interference with the level or quality of care or interference with egress or ingress to the Company's property.

The Company agrees that during the term of this Agreement there shall be no lockout, provided however, that neither this provision nor any other provision of this Agreement shall be construed as requiring the Company to stay in continuous operation.

Article 21 — Retirement, Savings/Pension Plan

Employees shall continue to be eligible to participate, through December 31, 1996, in the Employer's Tax Deferred Savings Plan (403 (B)), providing they meet the eligibility criteria as spelled out in the Plan document. 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.

**Article 22 – Severability**

If any part of this Agreement is held to be in violation of any federal or state law, the provisions held invalid shall be of no force and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties hereto.

In the event any provision is held or determined to be invalid, the Employer and the Union shall meet within thirty (30) days following such holding or determination, for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

**Article 23 – Term**

This Agreement shall be effective on the first day of March 1, 2018 and shall remain in full force and effect through February 28, 2021 and shall be renewed from year to year thereafter subject to reopening by either party upon ninety (90) days written notice to the other party prior to February 28, 2021 or any anniversary date thereafter. The parties may also re-open the Agreement for “wages only” negotiations at the end of the first and second years of the Agreement, and upon ninety (90) days written notice to the other party prior to February 28, 2019, and February 28, 2020, respectively.

IN WITNESS WHEREOF, the duly authorized undersigned parties have hereunto fixed their signatures.

**Maplewood Good Samaritan Center**

By Cathrin Cane

Title Attorney for Employer

Date 3/9/18

**SEIU Healthcare Minnesota**

By T. Stephen Anderson

Title Internal Organizer

Date 3/9/18
## Appendix A

Maplewood Good Samaritan Center
SEIU Healthcare Minnesota Contract

<table>
<thead>
<tr>
<th>RN</th>
<th>Years</th>
<th>Start Year 1</th>
<th>Years</th>
<th>Start Year 2</th>
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</thead>
<tbody>
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<td>20 Years</td>
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</table>
LETTER OF UNDERSTANDING
BETWEEN GOOD SAMARITAN SOCIETY – MAPLEWOOD AND
SEIU HEALTHCARE MINNESOTA

During the January 2018 negotiations between Good Samaritan Society – Maplewood and SEIU Healthcare Minnesota, the Parties agreed to make certain temporary changes to Article 3, Section A of the Collective Bargaining Agreement.

The Collective Bargaining Agreement currently allows the Union Steward and Orientation Leader to perform grievance- and orientation-related duties on the clock, subject to certain limitations. The Parties acknowledge that the Employer has an obligation to accurately report direct care hours to certain federal agencies. Accordingly, the Parties agree that Stewards and Orientation Leaders will track all on-the-clock time spent performing orientation- and grievance-related duties for the Union. Stewards and the Orientation Leader will report such time before the expiration of the pay period during which the Union-related duties are performed.

From March 1, 2018 to February 28, 2019, Article 3, Section A will be amended in relevant part as follows:

A Steward or Orientation Leader shall have access to new hires to present Union information, the contract and authorization forms at a time and location mutually agreeable to the Steward or Orientation Leader and the Employer. Such time not to exceed thirty (30) minutes and may be on the clock.

The extended orientation access time shall automatically expire on February 28, 2019, and revert back to fifteen (15) minutes, unless the Parties negotiate otherwise. The Parties agree that the terms of Article 3, Section A may be negotiated during the 2019 wage re-opener.

During the January 2018 negotiations, the Employer proposed incorporating into the Agreement the Society’s new PTO Policy, which goes into effect in non-union locations on January 1, 2019. The Parties agree that modifications to the terms of the current PTO Policy, including potential incorporation of some or all of the Society’s new PTO Policy, may also be negotiated during the 2019 wage re-opener.

Maplewood Good Samaritan Center  
By  
Title

SEIU Healthcare Minnesota  
By  
Title

28
Letter of Understanding
between
Maplewood Good Samaritan Center
and
SEW Healthcare Minnesota

The following agreements and understandings between the parties have been reached:

Regarding Bonuses for Working Extra Hours

The undersigned parties have agreed to the following hourly bonuses to be paid to nurses who work extra hours where the vacancy exists:

1. Weekday extra hours
   (Monday through Friday) $5.00*

2. Weekend extra hours
   (Saturday and/or Sunday) $6.00*

* In order to receive these bonuses for working extra hours, a nurse must work her regularly scheduled immediately preceding and following weekday shifts (or her regularly scheduled immediately preceding and following weekend shifts when picking up extra weekend hours).

Regarding Article 6 - Insurance Benefits:

It is understood that the Employer is studying various insurance plan options for its operations in Minnesota and throughout the country.

In the event a new medical and life plan or plans become available while this Contract is in force, the Employer may open the Contract to discuss such insurance plan changes only. In the event these changes are not agreeable to the Union, Federal Mediation shall be called to help facilitate. In the event there is no agreement, the parties shall submit their final positions to a neutral arbitrator for binding arbitration. The Employer shall not implement changes to medical insurance until such time as the issue is resolved between the parties.

Regarding Home Health:

It is agreed that Home Health Nurses are covered by the Collective Bargaining Agreement. Home Health Nurses shall have separate seniority, but shall be on the same wage scale as other Nurses. Home Health Nurses shall be exempt from the General Scheduling Guidelines as contained in Article 4 (C) (1).
Regarding Disability Insurance:

It is agreed that if Good Samaritan Society implements disability insurance, it shall be extended to this Collective Bargaining Agreement.

Regarding Matters Referred to Labor/Management Committee:

It is agreed that the following will be referred to the Labor/Management Committee:

1. Post-orientation output from current staff for newly hired RN's, LPN's, CNA's, and TMA's
2. New Employee Orientation to include one day "off the floor"
3. Possible development and implementation of "staff extra" in-house pool program
4. "Issues of staffing around team review meeting"

Regarding LPN Becoming an RN:

It is agreed in those situations where an LPN becomes an RN and reclassified as such, it will not create job bidding.

This Letter of Understanding is effective October 1, 2013 through September 30, 2016.

Maplewood Good Samaritan Center

By Catherine Caro

Title Attorney for Employer

Date 3/9/18

SEIU Healthcare Minnesota

By

Title Internal Organizer

Date 3/9/18
Letter of Agreement
Between
Maplewood Good Samaritan Center
And
SEIU Healthcare Minnesota

The Parties have agreed to adopt the Employer's (Good Samaritan Society) standard Paid time Off ("PTO") program, as reflected in the Employer's 2013 Employee Handbook.

In doing so, the Parties have agreed that the employees will retain their current listing of holidays.

Earned, unused sick leave will be transferred to a Sick Leave Reserve Account for each affected employee.

Transition to the Employer's PTO program will become effective December 22, 2013.

Maplewood Good Samaritan Center
By Catherine Barnes
Title Attorney for Employer
Date 3/9/18

SEIU Healthcare Minnesota
By [Signature]
Title [Title]
Date 3/9/18
LETTER OF UNDERSTANDING ON CONVERSION TO BLUE CROSS/BLUE SHIELD INSURANCE

As a result of Medica's decision to cancel its health insurance coverage effective 1/1/09, the parties have reached the following understandings:

Donna Larson will be grandfathered at the eligibility level of 40 hours per pay period under the new Blue Cross/Blue Shield health insurance plan; provided, however, that if Donna Larson falls below an average of 40 hours per pay period for 4 consecutive pay periods, her coverage will be dropped.

The Union agrees to accept the employer's Blue Cross/Blue Shield insurance plan as proposed by the employer.

As a result of this agreement the parties have agreed to delete the following contract provisions: Article 6, paragraph B; Appendix A.

Maplewood Good Samaritan

By Catherine Cano
Title Attorney for Employer
Date 3/9/18

SEIU Healthcare Minnesota

By Theresa Anderson
Title Steward Representative
Date 3/9/18