COLLECTIVE BARGAINING AGREEMENT

between

GUARDIAN ANGELS CARE CENTER

and

SEIU HEALTHCARE MINNESOTA

Effective
January 1, 2016
through
December 31, 2018
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Collective Bargaining Agreement
between
Guardian Angels Care Center
and
SEIU Healthcare Minnesota

Preamble

This Agreement made and entered into by and between the Guardian Angels Care Center (hereafter referred to as "Employer") and SEIU Healthcare Minnesota (hereafter referred to as the "Union").

Article I - Recognition

1.1 The Union shall be the sole representative for all full-time and regular part-time employees employed by the Employer at its facility located at 400 Evans Avenue, Elk River, Minnesota, including Trained Medication Assistants (TMA); excluding casual employees, RN's, LPN's, COTAS, supervisors, guards, confidential employees and all other employees excluded by the Act, as per the certification of the National Labor Relations Board in Case No. 18-RC-13770.

Article II - Grievance Procedure

2.1 Purpose. The Employer and the Union recognize that many disputes will be discussed and resolved between the employee and the employee's immediate supervisor. The matters so handled will not be deemed grievances. The purpose of this Article is to establish a procedure for the settlement of grievances, and a way to resolve disputes not resolved informally.

2.2 Definition. It is mutually agreed that all grievances arising during the term of this Agreement shall be settled in accordance with the procedure herein provided. The grievance shall be defined as a controversy arising over the interpretation of or adherence to the express written provisions of this Agreement. Any claim relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled in accordance with the following procedures:

Step One - The employee will informally discuss the grievance with the employee's supervisor/department head.

Step Two - If the grievance is not resolved at the time of the Step One informal discussion, it shall be reduced to writing and submitted to the Nursing Home Administrator. The written grievance shall describe in detail the nature of the grievance being asserted, the section of the contract allegedly violated, and must be received by the Employer within ten (10) calendar days after the date of the occurrence of the event that first necessitated the grievance. Grievances relating to pay shall be timely if
received by the Employer within twenty (20) calendar days after the pay day for the period during which the grievance occurred.

Within ten (10) calendar days after submission of the written grievance to the Employer, a meeting to consider the grievance shall be held, if requested in writing by the Union. The time for said meeting may be extended by mutual agreement, and such meeting shall normally be held on the Guardian Angels campus.

Within ten (10) calendar days following the Step Two meeting, if one is held, the Employer shall submit a written response to the grievance, and that reply shall be submitted to the Union with a copy to the employee.

Step Three – If the grievance is not resolved in Step Two, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Administrator within ten (10) calendar days following receipt by the Union of the Employer’s written reply to the grievance.

The arbitration request shall be referred to a Board of Arbitration composed of one representative of the Union, one representative of the Employer, and a third neutral member to be selected by the first two. In the event that the first two cannot agree on a neutral third member within ten (10) days after submission of the grievance to arbitration, such third neutral member shall be selected from a list of nine (9) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service. The Board of Arbitration shall conduct a hearing and shall decide the grievance. The Board of Arbitration shall only have the power to interpret and apply the express written provisions of this Agreement. Further, the Board of Arbitration shall have no power to amend, delete, add to, or modify in any way the written provisions of this Agreement.

A majority decision of the Board of Arbitration will be final and binding upon the Union, the Employer, and the employee. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union and each party shall bear their own expenses.

The time limitation set forth herein relating to the time for filing a grievance in 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 provided herein may be extended by mutual written agreement between the Employer and the Union. The time spent by employees, regardless of their capacity, in processing the grievance shall not occur during their shift of work, and any time spent tending to matters under this Article shall not be considered hours worked or compensated hours for
purposes of this Agreement. The time limitations provided herein may be extended by mutual written agreement of the Employer and the Union.

**Article III - Probationary Period**

3.1 The first five hundred and twenty (520) compensated hours of employment shall be a probationary period. This period permits the employee to demonstrate his/her capacity to perform and allows evaluation of his/her job performance by management. During an employee's probationary period, the Employer shall have the unqualified right to dismiss the employee, and such dismissal shall not be subject to the provisions of the grievance/arbitration procedure contained in this Contract. Paid Time Off (PTO) will not be paid but will accrue during the probationary period. The holiday provisions of this Contract shall not apply during the probationary period, except to this extent: All probationary employees who are required to work on a holiday will receive holiday premium pay at the rate of time and one-half the employee's straight time hourly rate for all such holiday hours worked.

**Article IV - Labor Management Meetings**

4.1 The parties are in agreement that full cooperation, communication and understanding between the parties 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 labor management meetings. Either party may request a labor management meeting, and such a meeting will be scheduled by mutual agreement. This section does not require either party to bargain over any particular issue, nor does it require either party to agree to any demands of the other.

**Article V - Disciplinary Action**

5.1 The Employer shall discipline and discharge its employees only for just cause. The employee shall receive written notification of any formal disciplinary action.

**Article VI - Management Rights**

6.1 The management of the Home and the direction of the working forces shall be vested solely and exclusively in the Employer except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine the quality and efficiency of work performed; to determine the number of employees to be employed and the work which they are to perform; to discipline and discharge employees; to assign and delegate work; to require observance of Employer rules, regulations, retirement and other policies; to schedule work and to determine the number of hours to be worked; to enter into contracts for the furnishing and purchasing of supplies and services; to determine methods of compliance with Federal and State regulations affecting nursing homes;
to decide employee qualifications; to determine the methods by which service is to be performed and the equipment to be utilized in furnishing such service; and to change, modify or discontinue existing methods of furnishing service and use of equipment.

**Article VII - Wages**

7.1 Effective the first full pay period commencing after January 1, 2016 the minimum rates of pay by classification shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Start</th>
<th>2080 Hrs</th>
<th>4160 Hrs</th>
<th>6240 Hrs</th>
<th>8320 Hrs</th>
<th>10400 Hrs</th>
<th>14560 Hrs</th>
<th>18720 Hrs</th>
<th>24960 Hrs</th>
<th>41600 Hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA/R</td>
<td>$15.00</td>
<td>$15.44</td>
<td>$15.62</td>
<td>$15.97</td>
<td>$16.15</td>
<td>$16.32</td>
<td>$16.75</td>
<td>$16.98</td>
<td>$17.35</td>
<td>$17.65</td>
</tr>
<tr>
<td>TMA</td>
<td>$16.46</td>
<td>$16.74</td>
<td>$16.85</td>
<td>$17.17</td>
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<td>$17.54</td>
<td>$17.98</td>
<td>$18.21</td>
<td>$18.57</td>
<td>$18.90</td>
</tr>
<tr>
<td>Rehab Aide</td>
<td>$15.00</td>
<td>$15.22</td>
<td>$15.41</td>
<td>$15.68</td>
<td>$15.89</td>
<td>$16.04</td>
<td>$16.50</td>
<td>$16.73</td>
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<td>Station Secretary</td>
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<td>$13.80</td>
<td>$13.96</td>
<td>$14.18</td>
<td>$14.59</td>
<td>$14.81</td>
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<td>$15.46</td>
</tr>
<tr>
<td>Day/Grill Cook</td>
<td>$15.50</td>
<td>$15.69</td>
<td>$15.89</td>
<td>$16.20</td>
<td>$16.36</td>
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<tr>
<td>Maintenance Assistant</td>
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<td>$14.42</td>
<td>$14.60</td>
<td>$15.08</td>
<td>$15.28</td>
<td>$15.63</td>
<td>$15.93</td>
</tr>
</tbody>
</table>
7.2 Effective the first full pay period commencing after January 1, 2017 the minimum rates of pay by classification shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Start</th>
<th>2080 Hrs</th>
<th>4160 Hrs</th>
<th>6240 Hrs</th>
<th>8320 Hrs</th>
<th>10400 Hrs</th>
<th>14560 Hrs</th>
<th>18720 Hrs</th>
<th>24960 Hrs</th>
<th>41600 Hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA/R</td>
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<td>$15.75</td>
<td>$15.93</td>
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<td>$16.47</td>
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<td>$17.89</td>
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<td>$18.57</td>
<td>$18.94</td>
<td>$19.28</td>
</tr>
<tr>
<td>Rehab Aide</td>
<td>$15.30</td>
<td>$15.52</td>
<td>$15.72</td>
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<tr>
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<td>$16.21</td>
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<tr>
<td>Eve Cook</td>
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<td>$16.40</td>
<td>$16.67</td>
<td>$16.99</td>
<td>$17.33</td>
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### 7.3 Effective the first full pay period commencing after January 1, 2018 the minimum rates of pay by classification shall be as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Start</th>
<th>2080 Hrs</th>
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<th>6240 Hrs</th>
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<th>14560 Hrs</th>
<th>18720 Hrs</th>
<th>24960 Hrs</th>
<th>41600 Hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA/R</td>
<td>$15.61</td>
<td>$16.07</td>
<td>$16.25</td>
<td>$16.62</td>
<td>$16.80</td>
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<td>$17.86</td>
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</tr>
<tr>
<td>Rehab Aide</td>
<td>$15.61</td>
<td>$15.83</td>
<td>$16.03</td>
<td>$16.31</td>
<td>$16.53</td>
<td>$16.69</td>
<td>$17.17</td>
<td>$17.40</td>
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<td>$18.11</td>
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<tr>
<td>Station Secretary</td>
<td>$13.74</td>
<td>$13.98</td>
<td>$14.10</td>
<td>$14.36</td>
<td>$14.52</td>
<td>$14.75</td>
<td>$15.18</td>
<td>$15.41</td>
<td>$15.80</td>
<td>$16.09</td>
</tr>
<tr>
<td>Day/Grill Cook</td>
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<tr>
<td>Eve Cook</td>
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<td>$15.44</td>
<td>$15.65</td>
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<td>$16.73</td>
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</tr>
<tr>
<td>Maintenance Assistant</td>
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<td>$14.43</td>
<td>$14.59</td>
<td>$14.88</td>
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<td>$14.62</td>
<td>$15.05</td>
<td>$15.31</td>
<td>$15.70</td>
<td>$15.99</td>
</tr>
</tbody>
</table>

### 7.4 Work In a Higher Classification. When an employee works temporarily in a higher classification, the employee shall be paid at the higher job classification rate for time actually worked in the higher classification based on the employee's position on the wage schedule (increment level).

### 7.5 Experience Credit. The Employer, in its sole discretion, may review the experience of applicants who have been hired and grant such experience credit for advanced placement on the wage schedule not to exceed nine (9) years (18,720 hours) of advance wage credit based upon actual experience.
7.6 **Student Rate.** If the student rate(s) falls below eighty-five percent (85%) of the applicable minimum wage, the "Student" wage schedule(s) will be increased to reflect eighty-five percent (85%) of that rate.

Individuals who no longer meet the definition of "Student Employee" pursuant to Section 18.4, shall be placed at the "Start" rate for their particular classification.

7.7 **Wage Increments.** Except as provided for below, employees shall move from one longevity step on the wage schedule to another based upon compensated hours as identified in the wage schedule itself. The definition of compensated hours shall be as is currently set forth in section 10.9 of the contract.

7.8 **Weekend Premium.**

A. **Full-Time.** Full-time employees shall receive a one dollar ($1.00) per hour premium for all hours worked on an unscheduled weekend shift, provided such employee worked his/her regularly scheduled weekends, both previous and subsequent to the unscheduled weekend shift, if applicable. Employees that trade shifts with another employee which caused one or both of the individuals to work an unscheduled weekend shift will not be eligible for this weekend premium.

B. **Part-Time.** Part-time employees will receive thirty dollars ($30.00) for picking up each eight (8) hour weekend shift on a weekend that the employee is not scheduled to work. For shifts that are less than eight (8) hours, the thirty dollar ($30.00) bonus will be prorated. Employees who sign up for an unscheduled weekend shift will be selected on a first come, first serve basis. To be eligible to receive the bonus, an employee must have perfect attendance (has worked all scheduled shifts) for the two (2) week period commencing the Monday after the weekend where the extra shift was worked and in addition, the employee must work all scheduled shifts the weekend before and the weekend after the bonus shift is worked. It is understood that no employee shall receive overtime (time and one-half) and the thirty dollar ($30.00) bonus. In those circumstances, the employee will receive time and one-half only. If an employee has requested to work an extra shift and that shift has been confirmed by the Employer, the employee will be expected to work the extra shift just as if it had been a scheduled shift. Employees who trade shifts with another employee which caused one or both of the individuals to work an unscheduled weekend shift will not be eligible for this bonus.

C. As it relates to the weekend bonus provided for in Section 7.8, the weekend shall be from 2:30 pm Friday to 2:30 pm Sunday for the Nursing Department only. For all other departments, the weekend shall be from 11:00 pm Friday to 11:00 pm Sunday.
7.9 Preceptor. The Employer shall develop a Preceptor program. Individuals selected by the Employer as a Preceptor shall receive an additional fifty cents ($0.50) per hour for time worked performing Preceptor duties as assigned by the Employer. The selection of who shall be a Preceptor shall be within the sole discretion of the Employer.

7.10 Effective with the first full pay period after ratification of the new contract, the following will occur:

A. Employees identified as “3rd Cook” or “4th Cook” will have their then current pay frozen at their existing rate until the wage scale of Diet Aide exceeds the employee’s frozen rate of pay and that employee will then be paid according to the Diet Aide classification. The terms “3rd Cook” and “4th Cook” will no longer be used.

B. Employees identified as “Maintenance Asst. Floor Finisher” or “Maintenance Asst. Evening/Weekend” will have their then current pay frozen at their existing rate until the wage scale of Housekeeping Aide exceeds the employee’s frozen rate of pay and that employee will then be paid according to the Housekeeping Aide classification.

7.11 Effective the first full pay period after January 1, 2016 any NAR working a shift designated by the Employer as a “night shift” shall receive shift differential at the rate of one dollar and seventy-five cents ($1.75) per hour for hours worked on the Employer designated “night shift.” This “night shift” pay shall be a trial period running through December 31, 2016 at which time the Employer shall evaluate whether this shift differential has attracted additional NARs to work the designated “night shift.” The Employer shall have the right to end this differential effective January 1, 2017 or make the decision to allow it to continue through December 31, 2018.

Article VIII - Uniforms

8.1 The Employer reserves the right to require employees to wear appropriate uniforms and shoes as designated by the Employer.

Article IX - Seniority

9.1 Definition. Seniority will be based on an employee's compensated hours accrued with the Employer as of the most recent date of employment. Seniority shall be separate for each classification covered by this Agreement.

For purposes of this article 2,080 compensated hours shall be the equivalent of one (1) year of seniority. Employees changing status from full-time to part-time, or vice-versa, within the same classification shall retain their accumulated seniority. Employees who are voluntarily or involuntarily moved from one classification to
another shall retain their accrued bargaining unit seniority and be slotted in the new classification based on their bargaining unit seniority.

9.2 Layoff. In reducing the number of employees, the Employer shall determine the number of positions and hours to be reduced within a particular classification. When actually laying off employees, the reduction within a classification shall be made by laying off the most junior employee within that classification and continuing up the seniority list based upon compensated hours until all of the necessary staff reductions have occurred. However, the Employer reserves the right to retain a junior employee who is presently qualified to perform all aspects of the job if, in this connection, a more senior employee is not presently qualified to perform all aspects of the available position. In such case, the more senior employee may be laid off and the junior employee retained.

9.3 Recall. Recalls shall be in the order of seniority, assuming the individual to be recalled is presently qualified to perform all aspects of the job and shall be based upon the needs of the Employer.

9.4 Seniority Lists. The Employer shall update the seniority list on a semi-annual basis and will include the employee's date of hire.

9.5 Hours Reduction. In lieu of or in addition to initiating an actual layoff of staff, the Employer, in its sole discretion, may choose to reduce hours/shifts of employees. Before seeking to reduce hours/shifts, the Employer will make a reasonable effort to first seek volunteers. If the volunteers are not sufficient, the Employer will then identify the classification(s) to be affected and begin reducing hours/shifts starting with the most junior employee within the classification affected. Employees who have core hours/shifts (see Section 10.11 for the definition of "core hours/shifts") above .5 per pay period may be reduced to .5 core hours/shifts per pay period and once that has occurred, the next least senior within the classification shall be so reduced and so on until the hours/shifts reduction has been accomplished. Employees whose core hours/shifts are below .5 per pay period at the time of the hours/shifts reduction shall not be reduced as part of the involuntary hours/shifts reduction. Also, employees who fall above the mid-point, based on seniority, in each classification shall not be subject to an hour/shift reduction. Employees who are working with reduced core hours/shifts, will be eligible, on the basis of seniority, to pick up additional casual hours which are not part of a posted core hour/shift position not to exceed the core hours/shifts they were working before the reduction. It is understood that in an hour/shift reduction or in a lay-off, it may be necessary for the Employer to revise employees' schedules including, but not limited to, requiring employees to work other shifts or to rotate shifts in order to provide proper staffing levels as may be determined by the Employer. It is understood that in referring to the phrase "core hours/shifts" that not all employees work an eight (8) hour shift and that reference to .5 core hours/shifts actually refers to the employee working five (5) shifts in a two-week pay period which shift may or may not be eight (8) hours.
9.6 **Job Posting.** When the Employer posts a permanent core hour/shift position, that posting will include a brief description of the position and will be posted on the bulletin board for a period of five (5) consecutive days. In-house personnel who feel they are presently qualified and who are desirous of working the posted hours for that position may sign their name on the job posting. At the end of the posting period, the most senior employee who signed the posting, and who is also presently qualified to perform the job duties of the position, shall be awarded the position. The vacancy may be filled temporarily until the new person commences in the position. An employee who has received formal discipline (written warning or suspension) will not be eligible to sign for a posting for a period of ninety (90) calendar days after the issuance of the most recent formal discipline unless the employee grieves the discipline in a timely fashion and an arbitrator subsequently reverses the discipline issued so that neither a written warning or a suspension are upheld, and, in that case, the employee will be eligible for future postings.

9.7 **Transfers During Layoff.** If an employee is in one of the classifications identified below and is laid off from their position due to a reduction in force, that employee may seek to retain a position in another classification if they have more seniority (based on compensated hours) than the junior employee in another classification. In that case, the junior employee in the classification involved will be laid off and the senior employee who has been previously reduced will be given that position. These rights are limited to allowing Trained Medication Assistants (TMAs) to seek a nursing assistant position, if they are presently qualified to perform the job duties of the new position; allowing activity aides to seek a nursing aide position, if they are presently qualified to perform the job duties of the new position; allowing treatment aides to seek a nursing aide position, if they are presently qualified to perform the job duties of the new position; and allowing a first cook, evening cook, or second cooks to seek a dietary aide position, if they are presently qualified to perform the job duties of the new position.

**Article X - Work Schedules**

10.1 **Designation of Work Schedules.** The Employer’s authority to determine the hours of work and to set work schedules is limited only to the extent stipulated in this Agreement. The Employer shall designate the work week schedules for each employee.

10.2 **Relief/Meal Breaks.** All employees who work an eight-hour shift shall be allowed, without reduction in pay, two fifteen (15) minute relief periods during that shift to be designated by the Employer. Employees who work a minimum of four (4) hours, but less than eight (8) hours, shall receive, without reduction in pay, one fifteen (15) minute relief period during that shift to be designated by the Employer. Normally, employees who work an eight (8) hour shift shall receive a thirty (30) minute unpaid meal break, and that break will be scheduled by the Employer. However, employees specifically employed and then currently scheduled to work
either the 3:00 to 9:30 p.m. or 3:00 to 10:00 p.m. shifts shall continue to receive a thirty (30) minute unpaid dinner break.

10.3 Overtime. For purposes of overtime, employees may be designated as working either the eight (8) and eighty (80) overtime formula or the forty (40) hour per week overtime formula. Under the eight and eighty overtime formula, employees shall be paid time and one-half their respective straight time hourly rate for all hours worked in excess of eight hours per day or in excess of eighty hours of work in a two week pay period. Under the forty hour overtime formula, employees shall be paid one and one-half times their respective straight time hourly rate for all hours worked in excess of forty in a seven consecutive day work week. Further, employees who work more than eight consecutive hours shall receive one and one-half times their respective straight time hourly rate for all hours worked in excess of eight consecutive hours. Except in unusual situations, all overtime must be authorized in advance by the Employer, and there shall be no pyramiding of overtime.

10.4 Posting of Work Schedules. Normally, work schedules shall be posted fourteen days in advance of the employee's scheduled work. The Employer reserves the right, in the case of emergencies or other exceptional situations, to modify said schedules to meet the needs of the Nursing Home. The phrase "emergencies or other exceptional situations" includes, but is not limited to, changes necessitated by leaves of absence; workers' compensation leaves; illness or other injuries; increases in patient care levels or in the number of residents; decreases in patient care levels or in the number of residents; and etc.

10.5 Trades. With the approval of the supervisor, employees may voluntarily find a replacement for scheduled work. A decision of the supervisor regarding trading or replacement of shifts shall be final and, as provided for in this Section 10.5, employees will not be required to use PTO for a traded shift. The Employer will not unreasonably deny a request.

10.6 General Scheduling Pattern. Normally, the scheduling patterns and practices will be as follows:

A. The general pattern of scheduling will be such that employees will have alternate weekends off with these exceptions:

1. In emergency or other exceptional circumstances as described in Section 10.4 above;

2. Employees employed in the "Student" classification or in the "Work Study Program," or

3. By mutual written agreement which agreement will then become a condition of employment or continued employment for that employee.
B. 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 days of work are scheduled in any one week.

C. Employees will not be scheduled to work more than ten days in any two-week pay period or more than six consecutive days in any two-week pay period. However, the same exceptions shall apply here as are set out in Section 10.6(A)(1-3) above.

10.7 Reporting To Work Pay. An employee who reports to work at his/her normal and regular starting time and who is then advised by the Employer that he/she is not needed for that shift will be paid two (2) hours of straight time pay for reporting to work. However, if the Employer makes a bona fide attempt to contact the employee one (1) hour in advance of the day shift or its equivalent or two (2) hours in advance of the evening or night shift or their equivalent, then the Employer will not be obligated to pay the two (2) hours of report pay, even if the employee reports. "Bona Fide" shall include, but not be limited to, a telephone call placed to the employee's home, whether or not actual contact is made with the employee.

10.8 Entire Shift Pay. An employee who is called into work by the Employer for an unscheduled shift shall be paid for the entire shift if he/she reports to the Nursing Home for work within one (1) hour of the time he/she is called by the Employer.

10.9 Compensated Hours. Compensated hours for purposes of this Agreement shall include holidays and PTO as well as employees' actual hours worked.

10.10 Split Shifts. There shall be no split shifts, unless mutually agreed to between the Employer and the employee. Such mutual agreement to work a permanent split shift will then become a condition of employment or continued employment for that employee.

10.11 Core Hours/Shifts. An existing employee's "core hours/shifts" will not be permanently reduced or permanently given to a new hire in order to accommodate a new hire. "Core hours/shifts" are defined as those permanent hours to be worked during a two (2) week pay period. "Core hours/shifts" are normally assigned when an employee is hired or hours may be periodically changed by the Employer from time to time thereafter. It is understood that "core hours/shifts" are not a guarantee of hours that will be available in the future, but are the reasonable expectations of the Employer of hours that are presently available given the existing staffing patterns, practices, and procedures.

10.12 Exceptions to the General Pattern of Scheduling. Exceptions to the general pattern of scheduling, as set out in this Article, may be made by the Employer in the case of emergencies or other exceptional situations in which the general pattern of scheduling would have the effect of depriving patients of needed care or service or by mutual agreement between the Employer and the employee.
10.13 Mandatory Inservice. When an employee attends a mandatory in-service meeting on his/her regular day off, he/she shall receive pay at his/her applicable rate of pay for a minimum of one (1) hour's time.

10.14 Make Up of Missed Weekend Shifts. If an employee misses a scheduled weekend shift(s), that shift(s) must be made up within forty-five (45) calendar days of the date of the actual missed shift(s). The employee who misses the shift(s) noted above, shall be required to contact his or her supervisor no later than 3:00 p.m. on the Wednesday following the missed weekend shift(s). A missed shift(s) to be made up may be either a weekend shift(s) or a shift Monday through Friday at the Employer's discretion and, further, the shift that was missed (days, evenings or nights) shall be the same shift that is to be made up unless the Employer agrees otherwise. The Employer may cancel any shift that is picked up under this paragraph based upon the Employer's decision that the employee is not needed and that shift shall still count pursuant to this make-up obligation. Employees who make up a missed shift shall not be entitled to any weekend bonus otherwise provided for in this Contract. This make-up responsibility shall apply to all departments. An employee who misses a weekend shift(s) because of a condition that is determined to be covered by the Family Medical Leave Act shall not be subject to the make-up provisions of this paragraph. The employee's responsibility to make up a missed weekend shift shall have no effect on the Employer's ability to independently discipline that employee for just cause.

Article XI - Insurance

11.1 Health Plan. The Employer shall make available to eligible employees a group health insurance plan which it shall select. In selecting a plan, the Employer shall, upon written request, meet and confer with the Union regarding the details of the plan but shall not be obligated to bargain with the Union over this issue. For those eligible employees who wish coverage, the Employer shall pay seventy-five percent (75%) of the premium for single subscriber coverage or a monthly cap of two hundred ten dollars ($210.00), whichever is less, and the employee must pay the remaining part of the premium for said coverage.

11.2 Substitute Coverage. If the current plan is cancelled for any reason during the life of this Agreement, the Employer will contribute the amount that the Employer was contributing toward the employee's single subscriber coverage on the effective date of the cancellation of insurance for alternative health care coverage for employees who are eligible and were receiving coverage on the date the cancellation is received by the Employer. If the Employer is unable to obtain substitute coverage, the Employer shall remit directly to the employee, the amount that it was contributing toward the employee's single subscriber coverage on the effective date of the cancellation. These monies shall be treated as taxable income and withholding shall be made. However, as soon as substitute coverage is provided for, these direct payments shall cease and the Employer shall be obligated
to pay its portion directly to the insurer only for those employees who wish coverage.

11.3 **Dependency Coverage.** Eligible employees may purchase dependency coverage at their own expense by paying the required premium to the Employer.

11.4 **Notice of Contemplated Change in Program.** The Employer will give the Union thirty (30) days notice of any contemplated change in the health care program.

11.5 **Life Insurance.** Within approximately sixty (60) days after the effective date of this Agreement, the Employer shall provide five thousand dollars ($5,000) of life insurance at no cost to the Employee for those Employees who are actively employed and regularly scheduled at least sixty (60) hours per pay period which is also the eligibility requirement for the Employer providing single subscriber health insurance coverage.

**Article XII - Holidays**

12.1 **Recognized Holidays.** Full-time employees shall be granted the following eight holidays with pay: New Year's Day, Easter, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. The nationally designated date will be used as the official holiday.

12.2 **Holiday Premium Pay.** All employees who are required to work on a holiday shall receive time and one-half for the hours worked, except for Christmas, when they will earn two times their regular hourly rate for hours worked.

12.3 **Holiday Hours.** For purposes of this Agreement, holiday hours will commence at 10:30 p.m. the night before the holiday and will run to the normal completion of the p.m. shift the day of the holiday. However, an exception to this holiday schedule shall exist for nursing assistants and certified medication aides and treatment aides for Christmas and New Year's. For those holidays and for those classifications set out above, the holiday hour shall commence with the p.m. shift on December 24th and December 31st and will run through the completion of the a.m. shift on the day of the holiday. Any trading of hours regarding holidays must be approved in advance by the employee's supervisor and any voluntary trades will not cause more than eight (8) hours of holiday pay to be paid during any designated holiday time period.

12.4 **Full-Time Employees With Paid Time Off.** Full-time employees who have paid time off due to a holiday benefit shall have such paid time off counted for overtime purposes for the pay period in which the unworked compensated hours occurred (Example, a full-time employee has a paid holiday off and works seventy-two (72) hours, but is paid for eighty (80) hours. If such employee comes in to work on his/her regular scheduled day off, such time would be paid at time and one-half).
12.5 Rotating Holidays Using an “A/B” Block System. Employees in the Nursing Department only shall use a system of rotating holidays using an “A/B” block system. At the outset of this holiday scheduling system, an employee will be assigned as being either “A” block or “B” block. Starting with the Thanksgiving holiday 2009, employees will work or not work a holiday based on what block he or she is assigned. Commencing with January 1, 2010 employees will then switch their holiday block and will alternate blocks each year thereafter. For example, an “A” employee working Thanksgiving in the first holiday cycle will be off Thanksgiving in the second holiday cycle and so on. If an employee takes a new position that employee will assume the block for the new position. The Employer reserves the right to reassign blocks based on the business needs of the Employer. Prior to any reassignment of holiday blocks, the Employer will give a fourteen (14) calendar day advance notice to affected employees and will also notify the Union.

Article XIII - Paid Time Off Plan (PTO)

13.1 Eligible employees shall receive and have applicable to them the Paid Time Off Plan (hereafter referred to as the “Plan”) on the same terms and conditions that said Plan is offered by the Employer to its non-contract employees and as modified from time to time by the Employer. During the term of this Agreement the Employer reserves the right to modify or change said Plan. However, prior to any such modification or change the Employer will bargain with the Union. If the Employer proceeds to modify or change said Plan after bargaining, the Union shall have the right to engage in a strike over said implementation after giving the required ten (10) day notice in advance of said strike as required by federal law.

Article XIV - Leaves of Absence

14.1 Jury Duty. A full-time or regular part-time employee shall be granted a leave of absence with pay for jury duty up to two (2) weeks in any calendar year. Pay for jury duty will be based on the employee’s regular straight time rate, less the amount received for jury duty. PTO shall not be affected by jury duty. When such employee is released from jury duty for a day or part thereof, the employee shall contact the Employer for instructions.

14.2 Funeral Leave. Eligible employees may use up to three (3) days (twenty-four (24) hours) for funeral leave in the event of a death in the immediate family (spouse, parent, parent-in-law, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandparents-in-law, stepchildren and grandchildren). It is understood that this three (3) day maximum involves only scheduled days lost and further, those scheduled days must be either two (2) days before the funeral as well as the day of the funeral; the funeral and two (2) days after the funeral; or a day before, the day of, and the day after the funeral so long as days that are to be paid as funeral leave were actual scheduled days lost.
14.3 Unpaid Leaves of Absence

A. Disability

A leave of absence without pay for a period up to twelve (12) weeks will be granted to an employee for a personal illness or disability which causes the employee to be unable to perform his/her normal job duties. Employees returning to work within the twelve (12) week maximum period shall be returned to their same core hours/shifts, their same rate of pay, their same classification and their same shift. Also, the Employer will make a reasonable effort to return the employee to the same days of the week that he/she had worked prior to the leave, but there is no guarantee that this will occur. However, an employee who remains disabled at the end of the twelve (12) week period noted above may request and receive one twelve (12) week extension so that the total amount of the leave shall not exceed twenty-four (24) weeks. This request for an extension must be in writing to the Employer and must be received prior to the expiration of the original twelve (12) week leave of absence. Employees desiring to return to work within the twelve (12) week extension period set out above will be treated as follows: If the Employer determines, in its sole discretion, that it is feasible to return the employee to his/her same core hours/shifts, same rate of pay, same classification, and/or same shift, it will do so. If the Employer determines that it is not feasible, then the employee will be returned to his/her previous classification with no other guarantees. All disability leaves of absence must be requested in writing as far in advance of a leave as is reasonably possible.

B. Serious Health Condition of Employee's Spouse, Son, Daughter, or Employee's Parent

A leave of absence without pay will be granted to an employee for a period of up to twelve (12) weeks in order to care for the employee’s spouse, employee’s son, employee’s daughter, or employee’s parent if such spouse, son, daughter, or parent has a serious health condition necessitating care by the employee. The definitions to be applied to the terms "serious health condition, spouse, son, daughter, or parent" as used in this paragraph shall be the same definitions applied in connection with the Family and Medical Leave Act. To be eligible for this leave, an employee must have been employed for twelve (12) months and had twelve hundred fifty (1,250) hours of service during the twelve (12) month period immediately preceding the leave.

C. Leave of Absence Because of the Placement of a Son or Daughter With the Employee for Adoption or Foster Care
A leave of absence without pay will be granted to an employee for a period of up to twelve (12) weeks for the placement with the employee of a son or daughter for adoption or foster care. This leave of absence shall be consistent with the terms and conditions found in the Family and Medical Leave Act for such leaves of absence. To be eligible for this leave, an employee must have been employed for twelve (12) months and had twelve hundred fifty (1,250) hours of service during the twelve (12) month period immediately preceding the leave.

D. Maternity/Paternity Leave of Absence

Except as provided for later in this paragraph, a leave of absence for childrearing purposes which is not related to the employee's actual disability shall be granted for a period of time not to exceed twelve (12) calendar weeks. Employees desiring to return to work within this twelve (12) week leave of absence time period set out above will be returned to his/her same core hours-shifts, same rate of pay, same classification, and same shift. However, an employee may extend this leave of absence by an additional four (4) week period so the total extent of the leave available under this Section shall be sixteen (16) weeks. This request for an extension must be in writing to the Employer and must be received prior to the expiration of the original twelve (12) week leave of absence. Employees desiring to return to work within the four (4) week extension period set out above will be treated as follows: If the Employer determines, in its sole discretion, that it is feasible to return the employee to his/her same hours-shifts, same rate of pay, same classification, and/or same shift, it will do so. If the Employer determines that it is not feasible, then the employee will be returned to his/her previous classification with no other guarantees. The leave of absence provided for in this subparagraph "D" shall commence from the date the employee is no longer physically disabled.

E. Personal Leave of Absence

The Employer, in its sole discretion, may grant an employee a leave of absence for reasons other than disability for a maximum period of sixty (60) calendar days. Employees returning within ten (10) days from the commencement of the personal leave of absence will be returned to their prior position. If the employee does not return within ten (10) days, but does return within the sixty (60) day maximum set out above, the employee will be treated as follows: If the Employer determines, in its sole discretion, that it is feasible to return an employee to his/her same core hours-shifts, same rate of pay, same classification, and/or same shift, it will do so. If not, then the
employee shall be returned only to his/her prior classification with no other guarantees.

14.4 Benefit Accrual. All leaves of absence, except for jury duty and funeral leave (unless the employee is eligible for PTO) shall be without pay, and no length of service benefits shall accrue during an authorized leave of absence. Further, the Employer's obligation to pay its portion of the health insurance premium, as provided for in Section 11.1, shall cease at the conclusion of the initial twelve (12) week leave as provided for in Section 14.3 (A) through (D). The employee's anniversary date will be changed to reflect the length of time the employee has been on the unpaid leave of absence. If an employee fails to return to work after the employee's leave entitlement has been exhausted as provided for in Section 14.3, the employee shall be obligated to pay the Employer upon demand, the Employer's share of health plan premiums paid during the period of the leave provided for in Section 14.3 unless the reason the employee does not return is due to circumstances as described in 29 C.F.R. Part 825.213.

14.5 Health Insurance During an Authorized Leave of Absence. Except as provided for in Section 14.4 above, an individual who is on an authorized leave of absence may be able to continue his/her health insurance at his/her own cost during the length of the authorized leave. However, whether this is possible or not will be dependent exclusively upon the terms and provisions of the health insurance contract between the Employer and the health insurance carrier and that shall exclusively govern whether or not health insurance will be available. The Employer shall advise the employee by what date a check must be received at the Employer's facility in order to continue the health insurance. Employees who do not comply with this obligation will be deleted from Insurance coverage.

14.6 Leaves of absence as set forth in Section 14.3 are cumulative, and an employee may not be gone on a leave of absence for more than twelve (12) weeks in a rolling twelve (12) month period selected by the Employer except an employee may exceed this twelve (12) week maximum in order to utilize the leave extension described in Section 14.3 (A) and (D).

14.7 The Employer reserves the right to require the employee requesting a leave of absence pursuant to this Article to obtain certification from a physician attesting to the medical necessity for the leave and such other information as may be requested from time to time by the Employer. The Employer also reserves the right to require periodic recertification while the employee is on a leave of absence. Upon the employee requesting to return from an authorized leave, the Employer may require the employee to submit a certification from a physician attesting to the employee's ability to return to work and safely perform the duties of the position. The Employer reserves the right to have an employee examined by a physician of its own choosing regarding these "certification" issues and if this occurs, the Employer will bear the cost. During the period of a leave, an employee will be expected to periodically communicate his/her progress and estimated date of return. If an
employee fails to return to work after the expiration of a leave of absence as provided for in this Article, this will be considered a voluntary resignation.

14.8 Date of Return to Work. In connection with all of the various leaves of absence set out above, at the time the employee goes on the leave of absence, he/she will be required to indicate the date the employee will be returning to work. An employee who desires to return to work prior to the originally indicated return date may be returned only if the Employer determines, in its sole discretion, that this is feasible. However, this requirement shall only apply to the leave extension provided for in Section 14.3 (A) and (D) as well as the personal leave of absence provided for in Section 14.3 (E).

14.9 Extension of Leave. The leaves of absence set out above may be extended but only by written mutual agreement between the Employer and the employee.

14.10 Time Off for official Union Business. The Employer will allow up to five (5) employees to be on a leave of absence not to exceed a total of six (6) days, without pay per contract year, to attend official Union business. The six (6) day limitation per contract year is an aggregate total and not per employee.

Article XV - No Strikes or Lockouts

15.1 The parties recognize that it is essential to provide for continuity of care for the residents of the Home. Accordingly, it is agreed that there shall be no strikes, slowdowns, picketing, bannerings, boycotts, or interference with work of any kind whatsoever, including sympathy strikes or activities, or any lockouts, during the term of this Contract. The prohibition against any of the activities referred to in the previous sentence shall be absolute and shall apply regardless of whether a dispute is subject to the resolution system under the grievance procedure of this Agreement.

Article XVI - Savings Clause

16.1 If any provision of this Agreement is found, by a court of competent jurisdiction and after the conclusion of all available appeals, to be in conflict with any state or federal law, only that provision shall be considered inapplicable, and the remaining provision(s) of this Agreement shall remain in full force and effect.

Article XVII - Reimbursement Policy

17.1 DHS. The wage and fringe benefits provisions of this Agreement shall be and remain effective only if the Minnesota Department of Human Services (DHS) or any successor organization allows such wages and fringe benefits in full as an allowable cost under Rule 50/Case Mix or any successor to that Rule. The Employer shall notify the Union if the DHS or its successor agency disallows any monies allocated for salaries or benefits. If the DHS or its successor does disallow amounts reported for wages and/or fringe benefits, the Employer shall be allowed to immediately and unilaterally reduce wages and/or benefits in order to take into
account the disallowances. Thereafter, the parties agree to enter into negotiations to establish wages and/or fringe benefits that will be consistent with the disallowance made by the DHS or its successor agency. The intent of this Article is to protect the Employer from paying out wages and/or benefits which in whole or in part are not later fully reimbursable, because of the process described above, by the DHS or its successor agency. If the State of Minnesota grants to the Employer additional funds to be allocated for employee wage increases, the Employer agrees to follow such State mandate or, if there is no specific state mandate, then such additional funds that may be used on behalf of the employees in the bargaining unit will be negotiated with the Union and all other provisions of this collective bargaining agreement will remain in full force and effect for the duration of this contract.

17.2 Reduction of Rates. If the DHS finds it is necessary to reduce reimbursement rates to the Employer, the Employer shall be entitled to reduce the wage rates of employees. Before making any reductions in the wage rates, the Employer shall notify the Union of the reduction and, if requested, shall meet and confer with the Union. This meeting shall be expeditiously scheduled within ten days of the notice to the Union. If the parties cannot agree on the level of cuts, the Employer may unilaterally make such cuts as it deems necessary. If the Union disagrees with the cuts, the Union shall have the right to consider the Contract open for the purpose of engaging in a strike or other concerted protected activity provided that the appropriate notices are given as required by the National Labor Relations Act, as amended, and any other notice that may be required by law.

17.3 To the extent required by applicable law to allow the Employer to receive reimbursement authorized by the State of Minnesota, the Union agrees to execute whatever agreements may be necessary to allow the Employer to receive the reimbursement in question.

Article XVIII - Definitions

18.1 Full-Time Employee. A full-time employee is one who is regularly scheduled during the course of the year and who works forty (40) hours per week. In the alternative, the Employer may designate as a full-time employee, one who is regularly scheduled during the course of the year and who works eighty (80) hours in a two (2) week period.

18.2 Regular Part-Time Employee: A regular part-time employee is defined as one who is regularly scheduled to work and who works less than forty (40) hours per week or eighty (80) hours in a two (2) week period.

18.3 Casual Employee: A casual employee is one who does not have a regular schedule of work and works only on an as-needed basis.

18.4 Student Employee: A student employee is defined as an individual, eighteen (18) years of age or younger, who is engaged in a course of study that will result in
a high school certificate or diploma. This definition shall also include the time after graduation which may include the months of June, July and August.

18.5 Work Study Program Employee: A work study program employee is defined as an individual who is engaged in a course of study that will result in a high school certificate, diploma, certification, license or other educational recognition that involves placing an employee into an active work environment as part of a bona fide classroom work study program. It is understood and agreed between the parties that employees in the work study program as defined in this section shall not be covered by the bargaining unit certification issued by the National Labor Relations Board in this matter and, further, shall not be considered covered by any of the provisions of the collective bargaining Agreement.

Article XIX - General Conditions

19.1 Union Bulletin Board. The Employer shall provide the Union with two bulletin boards to be used by the Union for the purpose of advising bargaining unit members of Union meetings and such other matters as might be approved. Such announcement shall state only the purpose of the meeting and the date, time and location. Such announcement shall not be controversial in any fashion, and the Employer reserves the right to remove any material that is inconsistent with this provision. The Business Representative of the Union and the Union Stewards shall be allowed access to the bulletin boards for the limited purpose of posting the aforesaid announcement(s). The Union Business Representative shall not hold any formal or informal meetings with employees during such a visit and shall give reasonable notice to the Employer prior to such access.

19.2 Updated Information. Annually, on a date to be agreed upon, the Employer will provide to the Union the names of all current employees by job classification, their current wage rate and the date of their employment.

19.3 Labor-Management. Time spent by any employee attending a labor management meeting or any other meetings on behalf of the Union, either in connection with the provisions of Article II or any other Article in this Agreement, shall do so on their own time so as not to conflict with their normal work schedules, and time spent at such meetings shall not be considered hours worked or compensated hours for any purpose under this Agreement. However, if the Employer specifically directs that a bargaining unit employee attend a meeting including Step One or Step Two of the grievance procedure, the time spent at such a meeting will be considered hours worked for purposes of this Agreement.

19.4 No Conflicting Agreement. Except as otherwise provided for in this Agreement, the Employer agrees not to enter into any individual or collective agreements with employees which conflict with the express written provisions of this Agreement, nor shall the Employer make any rule which conflicts with the express written provisions of this Agreement.
19.5 No Loss of Benefits. Where wages and holidays provided for in this Agreement are lower than those now being received by an employee, the employee shall not have that benefit reduced by the execution of this Agreement.

19.6 Union Security. Employees hired on or before the execution date of this Contract who are then or who may thereafter become members of the Union shall, during the life of this Agreement, be required to remain members of the Union and pay the standard regular monthly dues uniformly required as a condition of acquiring and retaining membership in the Union. Employees who have not joined the Union before the execution date of this Contract or do not join the Union during the life of this Agreement shall have no obligation to join the Union or pay any dues, service fee or an initiation fee.

All new employees hired after the execution date of this Agreement must either join the Union, or if the employee chooses not to join the Union, he/she must pay an initial service fee and monthly service fees to the Union as a condition of continued employment. This requirement to join the Union or pay an initial service fee and monthly service fees as a condition of employment shall commence on the 31st day following the beginning of such employment. For those employees who choose not to join the Union but elect instead to pay a service fee, this fee shall be applied to the expenses incurred by the Union in the administration of this Agreement. The term "service fee" shall not exceed the initiation fee and monthly periodic dues uniformly required of all members of the Union. The "initial service fee" and "monthly service fees" shall be payable at the same time as the Union's initiation fee and regular monthly dues. Should the Union demand that an employee be terminated for failure to remain in good standing and/or pay the appropriate service fee, it shall notify the Employer in writing by certified mail and the Employer shall then have five (5) working days from receipt of that certified letter to terminate the employee in question. If a dispute occurs between the Employer, the Union and an employee over the provisions of this section, including the discharge of an employee pursuant to this section, the Union will hold the Employer harmless and will handle the dispute without cost to the Employer.

Dues/Fees Deduction. For the period from October 1, 2015 through December 31, 2018, the Care Center 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 Care Center with a written authorization to make such deductions. The Care Center's obligation to continue to deduct Union dues and initiation fees or comparable enrollment and service fees, as provided for above, shall terminate as of January 1, 2019, unless the Union and the Care Center mutually agree in writing to continue the current Collective Bargaining Agreement beyond that date. The “written authorization” described above shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from employees’ wages in the first pay period of the month in which the payment is due. Withheld amounts will be forwarded to
the Union by the 20th day of the month following the actual withholding, together
with a record of the amount and those for whom deductions have been made. The
Union will hold the Care Center harmless from any dispute with any employee
concerning deductions made.

The Employer, on a monthly basis, will notify the Union of all new hires and
terminations that occurred in the previous month including the address of the
individual, their anticipated hours of work per pay period and their, social security
number.

19.7 Length of Service Recognition Payment. The Employer wishes to recognize
long service employees for their contributions to the Home. In this connection, the
Employer will pay the following sums to eligible employees who reach certain
length of service levels:

- 10 years of service - $200.00
- 15 years of service - $300.00
- 20 years of service - $400.00
- 25 years of service - $500.00
- 30 years of service - $600.00
- 35 years of service - $700.00

Employees who have designated core hours of .6 and above will receive the full
amount less applicable payroll deductions. Employees with a core hour status of .5
or less will receive one-half of the amount set forth above less applicable payroll
deductions. An employee's core hour status will be determined as of his/her most
recent anniversary date and payments will then be made within a reasonable period
of time after the employee reaches the anniversary date. An employee must be
actively employed on his/her anniversary date to receive the aforementioned
payment.

19.8 Stewards. The Employer recognizes the right of the Union to elect and
designate no more than six stewards to handle official Union business. The steward
shall handle such routine business as from time to time may be delegated by the
Union in connection with this collective bargaining representative relationship.
The steward will be required to handle Union business outside of his or her
working hours unless Management requests his or her presence. In addition, the
steward will not discuss Union business with other employees except during the
non-working hours of those employees. This does not restrict the steward’s
activities during lunch or break periods so long as the steward and the employee
involved are both at lunch or on break. The Union shall keep the Employer
notified of the name of the Steward(s).

19.9 Casual Employees/Additional Hours. Casual employees may not sign up for
available open hours until after 3:00 p.m. on the day the schedule is posted. The
Employer will make a reasonable effort to have the schedule posted by noon on the
day it is posted. Regular part-time employees who are interested in working additional shifts that become available during the course of a work schedule due to ill calls, etc., should report to the staffing office and sign up for shifts identified as available after 12:00 noon.

19.10 DHS - Wage Pass Through. If a law is passed which allows additional monies which are available for, among other things, wages, the Union may request a meeting of the Employer to "meet and confer" over this issue. It is expressly understood that such an occurrence shall not be considered an opening of the Contract and the Contract shall not be opened without the express written agreement of both the Employer and the Union. The Employer agrees to meet and confer with the Union concerning the topic of additional monies made available pursuant to the operation of law but the Employer shall not be obligated to make any changes to the terms and provisions of the current Contract and all of the existing terms and provisions of the Contract shall continue to be in full force and effect including but not limited to Article XV.

19.11 Contracts to New Hires. The Employer agrees to distribute copies of the Union Contract to new employees. However, the copies of the Contract shall be supplied by the Union to the Employer at no cost.

19.12 Distribution of Union Materials. The Employer will distribute materials provided by the Union in employee orientation. Such materials shall not be controversial in any fashion, and the Employer reserves the right to remove any material that is inconsistent with this provision.

19.13 Paragraph Headings. Paragraph headings are for the convenience of the parties and shall not be considered a substantive part of this Contract and may not be used by an arbitrator with respect to interpreting the actual language contained in any paragraph.

19.14 Personal Day. Effective October 1, 2001 any Employee who as of that date has seventeen (17) or more years of service with the Employer shall receive one (1) personal day off with pay to be scheduled on a mutually agreeable basis between the Employee and the Employer. The day selected shall not be a designated holiday. The Employee shall then have twelve (12) months from October 1, 2001 to use the personal day. If the personal day is not used by September 30, 2002 it shall be lost. Thereafter, on each October 1 the Employer will determine which Employees have seventeen (17) or more years of service and those individuals shall be entitled to one (1) personal day off with pay during the next twelve (12) months and that day off must be scheduled by mutual agreement between the Employee and the Employer and the day off may not be a holiday. If a personal day is not used by September 30 of each year, it will be lost.

19.15 Portability of PTO with Guardian Angels by the Lake. Employees transferring from Guardian Angels Care Center to Guardian Angels by the Lake or vice versa may carry to their new employer, any accrued and unused PTO existing at the time
of transfer. In addition, transferring employees will be able to maintain their same step on the PTO accrual schedule that the employee enjoyed immediately prior to the transfer. The provisions of this section shall only apply to transfers, as noted above, occurring on or after September 15, 2004.

19.16 Direct Deposit. The Employer reserves the right to offer a direct deposit program for employees’ paychecks. The terms of this direct deposit program shall be within the sole control of the Employer. Further, the Employer reserves the right to discontinue this direct deposit program at any time. Employees who decline direct deposit will have their checks mailed directly to the employee’s last known address provided on the employee’s W-4 form.

19.17 Uniform. The Employer will make a reasonable effort, within 90 days of contract ratification by the Union membership, to establish a voluntary uniform purchase arrangement for employees and this will be at no cost to the Employer.

Article XX - Contract Duration

20.1 Except as otherwise provided herein, this Agreement will be in full force and effect from January 1, 2016, through and including December 31, 2018, at which time this Agreement shall terminate.

GUARDIAN ANGELS CARE CENTER

By _______________________
Date _____________________

SEIU HEALTHCARE MINNESOTA

By _______________________
Date _____________________
Letter of Understanding  
between  
Guardian Angels Care Center  
and  
SEIU Healthcare Minnesota

As a result of recently concluded negotiations resulting in a collective bargaining Agreement effective October 1, 2009 through September 30, 2012, certain agreements and understandings were reached. Specifically, they are as follows:

1. The Employer shall make available a second bulletin board provided for in Section 19.1 as long as there remains two employee break rooms. The Union acknowledges that there is no contractual obligation to have two employee break rooms.

2. The Union expressly agrees not to file any grievance during the life of this contract regarding the Employer’s current use (as of September 30, 2009) of casual employees.

3. The "Bedmaker" classification has been deleted from Article VII, Wages. Should the "Bedmaker" classification be reestablished, the Employer shall recognize the Union as the representative of such classification, such classification shall be included in the Contract and the parties shall negotiate the appropriate wage rate. This will not be an act that causes the Contract to be considered open.

4. During these negotiations, the parties reached agreement on a new smoking policy. Effective May 1, 1993, employees win no longer be allowed to smoke in the facility. Effective May 1, 1993, the Employer will provide an area outside the facility where employees win be allowed to smoke. The Employer will provide to employees who desire to quit smoking, a smoking cessation class. The Employer will pay the full cost of this class.

5. In connection with new language added as Section 7.8 of the Contract, the Union acknowledges that if the Employer does have the right to change an employee's schedule, employees who do not currently work every other weekend but who may, in the future, become regularly scheduled to work weekends, shall not be eligible to receive the weekend premium on weekends that they are regularly scheduled to work and shall otherwise be subject to the provisions set forth in Section 7.8 regarding eligibility for weekend premium pay.

GUARDIAN ANGELS CARE CENTER  
SEIU HEALTHCARE MINNESOTA

By ___s/ Daniel Fair__________  
By ___s/ Lance Lindeman__________

Date ___11/23/09__________  
Date ___11/15/09__________
Letter of Understanding
between
Guardian Angels Care Center
and
Minnesota's Health Care Union

Universal Worker

A joint Employer-Union task force will be established to meet and discuss, during the life of this Contract, the concept of a "Universal Worker" classification and how this classification might be utilized by the Employer and how it may impact the Collective Bargaining Agreement.

Guardian Angels Care Center

SEIU Local 113

By s/ Mark Pederson

By s/ Jayne Hetchler

Date 11/4/04

Date 11/1/04