COLLECTIVE BARGAINING AGREEMENT

between

GUARDIAN ANGELS CARE CENTER

and

SEIU HEALTHCARE MINNESOTA

[Covering RNs and LPNs]

Effective
September 29, 2017
through
December 31, 2019
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Preamble

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

Article 1 – NLRB Certification

1.1 The Union shall be the sole representative for all full-time and regular part-time RNs and LPNs employed by the Employer at its Elk River, Minnesota Facility; excluding all other employees, office clerical employees, managers, guards and supervisors as defined in the Act as certified by the National Labor Relations Board in Case No. 18-RC-171236.

1.2 It is expressly understood that, during the term of this Agreement, this paragraph shall only be used for purposes of defining the bargaining unit and may not be used for any other purposes.

1.3 Casual employees who work an average of eight (8) hours or more per two-week pay period will be considered part of the bargaining unit.

Article 2 – 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 and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited, and it shall not be submitted to arbitration. The time limitations 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 3 – 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 on the same basis as the non-probationary employees who are covered by this Contract.

Article 4 – 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. A labor management meeting may be scheduled by mutual agreement.

Article 5 – 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 6 – 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. In addition, any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except where specifically modified by the express written provisions of this Agreement.

Article 7 – Wages

7.1 Minimum Wage Rates. The minimum wage rates for employees covered by this Agreement are contained in Appendix A.

7.2 Step Increases. An employee shall receive a wage increment (or step increase) upon reaching the applicable number of compensated hours as set forth in Appendix A. (Such increases are based upon reaching the compensated hours benchmarks; the references to years or steps in Appendix A or elsewhere are for convenience only.) Compensated hours shall include holidays and PTO as well as employee’s actual hours worked. Such compensated hours for purposes of this section shall not include on-call hours or low need hours. Compensated hours counting towards the next step increase shall be capped at 80 hours in a pay period.
All step increases shall be effective with the pay period commencing after the pay period during which the employee reaches the applicable compensated hours benchmark.

Notwithstanding the above, the "90 days" rate in the applicable table in Appendix A is the minimum rate that shall be paid to an employee in that job classification effective with the pay period commencing after the pay period during which the employee reached 90 calendar days of employment with the Employer.

The Employer's obligation to implement step increases shall terminate as of the stated expiration date in Article 21, or the expiration date of any contract extension. The Employer shall have no obligation to implement step increases after the expiration of this Agreement or any contract extension(s).

7.3 Experience credit. The Employer, in its sole discretion, may afford experience credit to new hires, thereby paying them a wage rate that is higher than the Start rate for their job classification.

7.4 A higher rate than the minimum wage rate set forth in Appendix A may be paid to the employee if the Employer so desires, provided that the Employer provides advance notice to the Union.

7.5 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.

7.6 Shift differential. An employee working a shift designated by the Employer as a “night shift” shall receive shift differential at the rate of two dollars ($2.00) per hour for hours worked on the Employer designated “night shift.”

7.7 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 (i.e., FTE status) of 0.6 and above will receive the full amount less applicable payroll deductions. Employees with a core hour status (i.e., FTE 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.
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.

Article 8 – Uniforms

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

Article 9 – 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 in the employee’s current classification. Seniority shall be separate for each classification covered by this Agreement. In each classification, there shall be one seniority list for all employees covered by this Agreement in that job classification.

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.
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 presently not 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 from Complete Layoff.** An employee who has been completely laid off shall be recalled in the reverse order of layoff when an opening occurs within the classification from which the employee was laid off provided the employee is presently qualified to perform all of the duties of the position as established by the Employer. Recall rights shall expire one year from the employee’s layoff. An employee must return within 14 calendar days after being recalled from layoff. Failure to return within this time period shall be considered a voluntary resignation by the employee and that employee’s employment and recall rights will be terminated.

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 junior employee(s) in the affected classification(s) and working up the respective seniority list(s) until the determined hours/shifts reductions have occurred. However, the Employer reserves the right to bypass a junior employee who is presently qualified to perform all aspects of the job if, in this connection, a more senior employee is presently not qualified to perform all aspects of the job. In such case, the more senior employee may experience an hours/shifts reduction rather than the junior employee.

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. Notwithstanding the above, the Employer may at its discretion choose to waive an employee’s non-eligibility based upon such formal discipline.
9.7 **Low Census.** When making temporary staffing adjustments on a daily basis due to low census or changes to case mix, the Employer will attempt, wherever feasible, to seek volunteers in reducing staffing needs. If the Employer is unable to secure volunteers, it will then utilize the seniority list starting first with the most junior employee on the seniority list who is scheduled to work on the shift and in the classification where cutbacks will take place. That employee will then be advised that she/he is not needed for the shift in question. On the next occasion when a reduction is needed, the Employer will advise the next least senior employee scheduled on the shift and classification in question, and she/he will be advised that that employee is not needed. This practice will continue through the seniority list with the intent being that all employees share as equally as possible in low census days off. Should the Employer determine that certain skills are necessary for proper resident care, the Employer reserves the right to retain an employee possessing the necessary skills and advising the more senior employee that she/he will not be needed. An employee who is assigned low census hours will have those hours count for insurance eligibility purposes only. An employee assigned low census hours may use PTO in such amount as may be provided according to the applicable PTO plan.

In situations where the Employer is requiring one or more employees to take low census hours, the following shall apply:

1. An employee who voluntarily picked-up a shift above the employee’s FTE will be subject to involuntary low census prior to involuntarily reducing another employee’s hours on a scheduled shift that is part of their normal FTE.

2. An employee’s hours will not be involuntarily reduced on a designated holiday as defined in Section 12.1 of this Agreement.

If involuntary reductions become excessive, the parties will meet to discuss whether a layoff, hours reduction, or some other action(s) might be appropriate.

**Article 10 – 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 to in this written 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.

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 regular rate of pay 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 regular rate of pay for all hours worked in excess of forty in a seven consecutive day work week. Except in unusual situations, all overtime must be authorized in advance by the Employer, and there shall be no pyramidng of overtime.

10.4 Posting of Work Schedules. Normally, work schedules shall be posted electronically 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 Employer. 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. Employees will not be required to use PTO for a traded shift.

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) By mutual written agreement which agreement will then become a condition of employment or continued employment for that employee; and

3) As of April 26, 2017, there are specific employees who have a regular schedule which causes them to normally work only every third weekend. Those specific employees will be permitted to continue to work every third weekend unless an employee reduces her/his regular FTE/Core Hours status (for example reducing from a .6 FTE to a .5 FTE) and/or changes the unit where the employee is normally scheduled to work. If either or both of these situations described in the preceding sentence occur, that employee will no longer be guaranteed to work every third weekend and may be scheduled as otherwise provided for in this collective bargaining agreement.

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 or mobile phone, 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 the purposes of this Agreement shall include holidays and PTO as well as employee’s 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 expectation 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. If an employee is excused from a mandatory in-service, the Employer shall make the information available in an alternate format.

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 thirty (30) 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 employee and the Employer agree 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. 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.

10.15 Filling Open Shifts. The filling of open shifts that exist before the schedule is posted or are open or become open after the schedule is posted will be handled as follows:

A. Employees will indicate their availability to work open shifts on the ShiftHound computer system or any successor thereto;

B. In selecting staff to fill an opening, the Employer will determine what employee(s) signed up for the open shift in question and will select, on a first-come first-served basis, the employee(s) where working the open shift will not cause overtime;

C. If the Employer determines, in its discretion, to fill the open shift on an overtime basis, the Employer will determine what employee(s) signed up for the open date in question and will select, on a first-come first-served basis, the employee(s) where working the open shift will cause overtime;

D. The Employer will determine, in its discretion, whether to fill the open shift with an LPN, RN or TMA;

E. Part-time staff will receive an open shift before a casual employee if both have signed up for the same open shift following the standard procedure set out above in this Section 10.14; and

F. If a requesting employee is approved for an open shift, that employee will be expected to work the assigned shift just like any other scheduled shift.

Article 11 – 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 Dependency Coverage. Eligible employees may purchase dependency coverage at their own expense by paying the required premium to the Employer.
11.3 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.

11.4 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 12 – 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, for the Christmas and New Year’s holidays, 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 A system of rotating holidays shall be used, with the understanding that the Employer reserves the right to make adjustments to the rotation based upon resident care considerations. In the event that the Employer determines to eliminate an entire existing rotation of less-than-alternating holidays, it will notify the Union and meet and confer with the Union upon the Union’s request.

**Article 13 – 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.

**Article 14 – 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. 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.

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. 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.

E. Personal Leave of Absence.

The Employer, in its sole discretion, may grant an employee a leave of absence for reasons other than those described in paragraphs (A) through (D) above 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/shifting, 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). 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 15 – No Strikes or Lockouts**

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, banner, 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 16 – 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 17 – 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 meet and confer in an effort 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 18 – Definitions

18.1 Full-Time Employee. A full-time employee is defined as an employee who has authorized hours of forty (40) hours per week or in the alternative (as designated by the Employer) eighty (80) hours in a two (2) week period (i.e., 1.0 FTE).

18.2 Regular Part-Time Employee. A regular part-time employee is defined as an employee who has authorized hours of less than forty (40) hours per week or eighty (80) hours in a two (2) week period (i.e., less than 1.0 FTE).

18.3 Casual Employee. A “casual employee” is defined as a Registered Nurse or Licensed Practical Nurse who is not regularly scheduled to work a defined number of hours per pay period (i.e., does not have an authorized FTE status).

Article 19 – 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/Leaders 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 New Hires List. Upon request of the union steward/leader, the Employer will provide the union steward/leader with a list of bargaining unit RNs and LPNs who attended a recent new employee orientation session.

19.3 Labor-Management. Time spent by any employee attending a labor management meeting or any other meetings on behalf of the Union, in connection with any 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, 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 Stewards/Leaders. The Employer recognizes the right of the Union to elect and designate no more than six stewards/leaders to handle official Union business. The steward/leader 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/leader 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/leader will not perform union business during their working time or the working time of the other employee(s) involved. This does not restrict the steward’s/leader’s activities during lunch or break periods so long as the steward/leader 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)/Leader(s).

19.6 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.

19.7 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 15.

19.8 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.

19.9 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 after giving the Union fourteen (14) days notice. 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.

19.10 **Hiring Bonus.** The Union Agrees the Employer may, from time to time, implement in its discretion a hiring bonus program which it shall select and on such terms as the Employer may select. Further, the Union agrees that the Employer may eliminate any such hiring bonus program in its discretion. After determining to implement a hiring bonus program, the Employer will notify the Union of this determination.

19.11 **No Loss of Benefits.** Where wages and holidays provided for in this written 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.

19.12 **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.

19.13 **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.

19.14 **Union-Security and Dues Check-off.**

19.14.1 **Union-Security Clause.** 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 standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement may elect instead to pay the Union a monthly service fee, which shall in no event exceed the regular monthly 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 ninety (90) days of employment.

19.14.2 **Dues/Fees Deduction.** For the period from September 29, 2017 through December 31, 2019, the Care Center agrees to deduct union dues or 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 or service fees, as provided for above, shall terminate as of January 1, 2020, 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 agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund. The Union will hold the Care Center harmless from any dispute with any employee concerning deductions made.

19.14.3 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 authorized hours (i.e., FTE status), and some form of employee identifying number.

19.14.4 The Employer will not unreasonably refuse to implement a change to the Union’s dues structure that provides a single percentage rate system, applied on a per pay period basis. In the event that such a system is implemented, the Employer will provide the Union – each pay period or month as the case may be depending upon the Employer’s schedule for dues deductions – name, some form of employee identifying number, actual hours worked, and the period the hours cover.

19.15 Casual RNs and LPNs.

19.15.1 A “casual employee” is as defined in Section 18.3 of this Agreement.

19.15.2 The Employer’s authority to determine the hours of work and to assign shifts and/or work schedules for casual employees is limited only to the extent expressly restricted in this written Agreement.

19.15.3 The Employer shall have the right to set expectations and/or requirements with regard to a casual employee’s availability to work, including minimum frequency and/or minimum availability at certain times and/or days of the week (e.g., weekends, evenings, nights). Notwithstanding any other provision in this Agreement that might be interpreted otherwise, the Employer shall have the right to terminate a casual employee for failing to meet such expectations or requirements, and any such termination shall not be subject to the grievance procedure.

Article 20 – Resignation from Employment

20.1 The employee will give the Employer a 28 calendar day advance written notice of the employee’s termination of employment and the employee will be expected to work during the entire 28 calendar day notice, unless the Employer, at its discretion, chooses to pay the employee at the employee’s base hourly wage for shifts that would have been scheduled within the notice. Failure to provide this notice of termination will cause the employee to be ineligible to receive unused paid time off (PTO).
Article 21 – Contract Duration

Except as otherwise provided herein, this Agreement will be in full force and effect from September 29, 2017, through and including December 31, 2019, at which time this Agreement shall terminate.

Guardian Angels Care Center

__________________________  ____________________________
Signature                     Date

__________________________  ____________________________
Signature                     Date

SEIU Healthcare Minnesota

__________________________  ____________________________
Signature                     Date

__________________________  ____________________________
Signature                     Date
APPENDIX A

REGISTERED NURSE (RN)

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LETTER OF UNDERSTANDING

In the event the parties agree to changes in the union-security language in Section 19.6 of the service workers agreement during the 2018 negotiations for the successor collective bargaining agreement covering that bargaining unit, the Employer will, upon request from the Union, meet with the Union to discuss whether the parties mutually agree to adopt such changes for the RNs and LPNs bargaining unit.

Guardian Angels Care Center

Signature: [Signature]
Date: 10/11/17

SEIU Healthcare Minnesota

Signature: [Signature]
Date: 10-11-17