COLLECTIVE BARGAINING AGREEMENT

BETWEEN

GOLDEN LIVING CENTER, EXCELSIOR

AND

SEIU HEALTHCARE MINNESOTA NURSES

Effective
May 12, 2016
Through
February 28, 2018
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PREAMBLE

This Agreement is made and entered by and between GGNSC Excelsior LLC d/b/a/ Golden Living Center - Excelsior, 515 Division Street, Excelsior, Minnesota (hereinafter referred to as the "Employer") and its successors and Minnesota’s Health Care Union, SEIU Healthcare Minnesota (hereinafter referred to as the "Union").

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the sole representative of its regularly scheduled professional employees in the bargaining unit certified by the National Labor Relations Board in Case Numbers 18 RC 136 72 and 18 RC 136 73; said bargaining unit includes all full-time, regular part-time, and casual registered nurses and licensed practical nurses employed by the Employer at its Excelsior, Minnesota facility; excluding managerial employees, office clerical employees, all other employees, temporary and casual employees, guards and supervisors as defined in the Act, and specifically excluding the resident care coordinator. Such recognition is mutually made for the express purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions herein specified.

1.1 NO CHANGE TO DEFEAT CONTRACT

No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, and no employee transferred to positions covered by the Agreement or outside it except upon at least ten (10) day's notice, or as soon thereafter as possible in cases of emergency, to the Union prior to the effective date of the same, which notice shall specify in detail the proposed change, establishment, or transfer.

1.2 NONDISCRIMINATON

No employee covered by this Agreement will be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, religion, national origin, age, marital status, gender, sexual orientation, handicap, ethnicity, status with regard to public assistance, in any United States Military, or any other protected status.

1.3 NO CONTRADICTORY RULE

The Employer agrees not to enter into any agreement or contract with its employees (who are in the classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this contract. No statement or rule shall be made or established by the Employer or the Union which conflicts with or contradicts any of the provisions of this contract. The Employer shall have the right to make and enforce reasonable rules with Article 6.
ARTICLE 2
UNION SECURITY

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

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

2. Employees may choose not to become a Union member and pay a service fee and monthly fees. These employees shall not be able to attend membership meetings or participate in contract negotiations.

At the time of employment, a new employee who shall be subject to this Agreement shall be informed of this by the Employer and the Union.

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

2.2 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 purposes of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union an enrollment fee in an amount equal to the standard initiation fee paid by Employees who become Union members and a monthly service fee equal to the standard monthly dues paid by Union members. This payment in no event shall 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 sixty (60) days of employment. The fee required by paragraph one shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter. Monthly payments required by paragraph two are due and payable the first (1st) day of the month following the completion of sixty (60) days of employment and shall be paid by the tenth (10th) day of each month.

Any employee who is delinquent in making payments of the Collective Bargaining Fee, required herein, for more than thirty (30) days shall be subject to termination by the Employer. The Union shall provide written notice to such employee of the delinquency and provide the employee with sufficient opportunity to correct the delinquency. The Union shall provide copies to the Employer of any warning notice sent to such employee; a reasonable time prior to any demand for discharge for non-payment and the employer
shall terminate the employee within three (3) business days after receipt of written notice from the Union
to the Employer of such delinquency. The Union shall save the Employer harmless from any claims of an
employee so terminated under this Article.

2.3 Dues Deductions

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

In the event no wages are due the employee or that they are insufficient to cover the required deduction,
the deduction for such month will nevertheless be made from the first wages of adequate amount next
due the employee and will thereupon be transmitted to the Union.

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

2.4 Employee Lists

Each month, the Employer will send the Union a list with the following information for bargaining unit
employees and positions:

- New Hires: name, hire date, address, phone number, classification, rate of pay, social security
  number and number of hours worked per pay period.
- Non-Contract: name, social security number, date of job transfer, position the employee is
  transferring from and into, new hire information if the employee is transferring into the
  bargaining unit.
- Terminated Employees: name, termination date, classification and social security number.
- Employees on Leave of Absence: name, date leave begins, date of return and social security
  number.
- Changes: name changes, address changes, phone number changes, change in hours per pay
  period, change in classification, and any other changes affecting Union membership or dues, and
  social security number.
- Hourly Reports: monthly lists of all employees in the bargaining unit with actual hours worked by
  pay period/month, along with name, social security number and period the hours cover.
- Seniority List: one list of all employees in the bargaining unit by seniority with compensated hours
  and one list alphabetically to be sent two times per year – January and July.

2.5 The Employer shall work with the Union to process dues and reporting of hours via media.
2.6 Upon written notification of the Union, the Employer will provide yearly wage updates for each employee in the bargaining unit including any additional information requested by the Union.

2.7 The Employer agrees to provide to the Union copies of job descriptions for all classifications covered by the Collective Bargaining Agreement when substantial changes occur.

ARTICLE 3
UNION REPRESENTATION

3.1 Stewards

The Union shall have the right to appoint Stewards in the Nursing Home who shall be recognized as the representative of the Union for all matters arising under this Agreement as may be delegated to them by the Union. The Union shall advise the Employer as to the identity of the Stewards in writing. In no instance shall the Stewards be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer.

It is the philosophy of Labor Management that a cooperative relationship is in the best interest of the parties. To this extent, stewards shall be allowed adequate time on the clock to investigate issues that could lead to or are grievances or to attend Labor Management or grievance meetings with prior approval of the supervisor, in an effort to resolve problems expediently.

The Union shall furnish to the Employer a complete list of Stewards, which shall be amended from time to time as may be necessary. Stewards will be entitled to a leave of two (2) days each calendar year for Steward Training and Education. The Union must notify the Employer at least two (2) weeks in advance thereof. The Steward must, upon returning from the leave, present the Employer with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended. Such leave time will not be compensated by the Employer.

The Employer shall allow a Union Steward, on paid time, into new employee orientation for the purpose of informing new employees as to the identity of Union Stewards, to inform new hires about the Union, and to answer questions. The Employer shall provide a list of new employees to the steward one week or as soon as thereafter as possible, ahead of orientation.

3.2 Union Representative Access

An official representative of the Union will be permitted to visit the nursing home to ascertain that the provisions of this Agreement are being observed, and to confer with employees covered by this Agreement during their non-work time and in non-work areas. Such visits will not interfere with the Employer's operation of the Nursing Home or the performance of employee's duties, and the Union representative shall inform the Administrator or Director of Nursing Service of his/her visit either prior to or upon entering the Nursing Home's premises.

3.3 Bulletin Boards

The Employer will furnish a bulletin board for the use of the Union in communicating with employees. Official Union notices containing no inflammatory comment may be posted as soon as the Union
representative has notified the facility administrator of intent to post such notice. Notices or literature other than that for the normal conduct of the Union's business must first have the Employer's approval.

3.4 Business Representatives

The Employer recognizes the Business Representatives of the Union as the proper authority to adjust with the Employer any controversy between the parties to the contract as to the meaning and application of the provisions of this Agreement, and to resolve disputes arising out of the administration of the Agreement. The Union shall notify the Employer in writing to the name of the representative assigned to the Employer's facility.

ARTICLE 4
LABOR MANAGEMENT MEETINGS

The Company and the Union, as evidence of attitude and intent, agree that during the life of this Agreement individuals from both parties (not to exceed three (3) from each) be designated, in writing, by each party to the other for the purpose of meeting at the call of either party at mutually agreeable times and places so as to appraise the other of problems, concerns, suggestions, ideas, etc., related to the facility; the work force and resident services; all to promote better understanding with the other. For employees scheduled to work at the time of the meetings, the employees shall be on work time. Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement and such meetings shall be exclusive of the grievances and arbitration proceedings in this Agreement as grievances shall not be considered proper subjects at such meetings. Meetings may be established with the assistance of FMCS.

ARTICLE 5
LOBBY DAY

With a minimum of thirty (30) days notice, the Employer will pay seven and one-half (7.5) or eight (8) hours of lost time for one member from the bargaining unit to participate in a SEIU Healthcare Minnesota sponsored Lobby Day to promote funding for nursing homes. The member will be selected by the Business Representative.

The Union shall provide the Employer information regarding the time, date, and location of the event.

ARTICLE 6
MANAGEMENT RIGHTS

The Employer retains the exclusive right to manage the facility; to direct, control, and schedule its operations and work force and to make any and all decisions affecting the business, whether or not specifically mentioned herein. Such prerogatives, authority and functions shall include but are not limited to the sole and exclusive rights to: hire, promote, demote, layoff, assign, transfer, suspend, discharge or discipline employees for just cause; select and determine the number of its employees, including the number assigned to any particular work; to increase or decrease that number; direct and schedule the work force; promulgate, post and enforce reasonable policies, rules and regulations; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; determine the methods, procedures, materials, and operations to be utilized or to discontinue
their performance by employees of the Employer and/or to contract or subcontract the same; establish,
increase or decrease the number of work shifts and their starting and/or ending times; location or to
discontinue such operations, determine the work classification governing the conduct and acts of
employees during work hours; select supervisory employees; train employees; discontinue any
department or branch; introduce new and improved methods of operations; establish, change, combine,
or abolish job classifications, and determine job content and qualifications; and standards of performance
of the employees, and in all respects carry out in addition, the ordinary and customary functions of
management, except as specifically altered or modified by the terms of this Agreement.

ARTICLE 7
GRIEVANCE AND ARBITRATION

All complaints, disputes, controversies or grievances arising between the Employer and the Union, or any
employee covered by this Agreement on or after the effective date of this Agreement, which involve only
questions of interpretation or application of any of the provisions of this Agreement, shall be adjusted by
and between the parties in the manner of the provided herein.

For the purpose of this Article, a day is a workday other than Saturday, Sunday or a holiday recognized by
this Agreement. Responses and filings shall be counted beginning the day after a response or filing is
received.

Any grievance based upon the suspension or discharge of an employee shall be referred directly to Step
2 of this procedure within five (5) days following the suspension or discharge.

The Employer and the Union recognize the best resolutions are handled quickly and directly with an
employee’s immediate supervisor. We encourage employees to orally discuss any issue with their
immediate supervisor or management to resolve it first. Orally attempting to resolve an issue does not
preclude an employee from formally filing a grievance.

Step 1: Notice of a grievance shall be given by the aggrieved party to the appropriate department head
or designee within ten (10) days after the occurrence of such grievance (except that as to
grievance over wages, hours, vacations and days off, such notice shall be timely if given within
twenty (20) days after the regular pay day for the period in which the alleged violation occurred).
The written grievance shall state the Article and Section of the Agreement alleged to have been
violated, the nature of the violation, the remedy or correction to be desired, and it shall be signed
and dated by the employee, the Union Representative or Steward involved. The department head
or designee will answer all written grievances in writing within five (5) days.

Step 2: If the grievance is not settled in Step 1, the written grievance must be submitted to the
Administrator or designee within ten (10) days following the receipt of the answer from
department head. The Administrator or designee shall reply in writing to the employee and the
Union Representative or Steward within ten (10) days after receipt of the grievance.

Upon mutual agreement, the parties may meet to discuss the grievance prior to responding to
the grievance.
Step 3: If the grievance is not settled in Step 2, it may be submitted to the Employment/Labor Relations Manager or his/her designee within ten (10) days after receipt of the answer in Step 2. The Employment/Labor Relations Manager or his/her designee shall answer to the employee and the Union Representative within ten (10) days after receiving such grievance.

Step 4: If the Employment/Labor Relation's Manager or designee's (written) answer to the grievance does not result in a satisfactory resolution of the grievance, it may be submitted to arbitration within ten (10) days.

1. Should the Employer and the Union fail to agree on an arbitrator, the party requesting the arbitrator shall request a panel from Federal Mediation and Conciliation Service from which an arbitrator shall be selected by the parties.

2. The Service shall nominate a list of five (5) impartial arbitrators and furnish copies of such list to both parties.

3. The party who initiated the arbitration proceedings shall, within five (5) days of the receipt of such list, strike two (2) names from said list and notify the other party in writing of the names so stricken.

4. The other party shall, within five (5) days, strike an additional two (2) names from said list and notify the first party in writing of the names so stricken.

5. The party requesting arbitration shall notify Federal mediation and Conciliation Service of the action taken and notify the arbitrator of the request for a hearing.

6. Hearing and Decision of Arbitrator – The arbitrator shall meet at a time and place agreeable to the parties, and proceed to hear the parties and the witnesses with as much dispatch as possible. The decision of the arbitrator shall be in writing, and shall be final and binding. The Employer and the Union shall share equally the expenses of the arbitrator and all other agreed upon expenses. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issues.

7. The time limits specified in this Article may be waived or modified by mutual written agreement of the parties at any time. Absent such written agreement, the time limits contained herein shall be strictly construed.

8. All notices required herein shall be in writing.

9. Nothing contained in the Agreement shall be construed to impair any of the rights of the Employer, the Union or the employees under the laws of the State of Minnesota.
EMPLOYER GRIEVANCES

Where and as the Employer believes that the Union through its agents, representatives or members is (are) not in compliance to the provisions of this Agreement, the Employer shall have standing to raise such determination as a grievance before duly authorized representatives of the Union. Such grievances shall be set forth in writing and served on the Union’s local business office. The Union agrees, on receipt of the Employer’s grievances, to hold a meeting within five (5) workdays in an effort to amicably settle the dispute. In the event the matter is not settled at a local level the Employer may take the matter to a mutually agreed upon higher level for consideration.

ARTICLE 8
DISCIPLINE/DISCHARGE/SUSPENSION/QUITS

8.1 NO DISCHARGE WITHOUT JUST CAUSE

The Employer shall not discipline, discharge, or suspend an employee without just cause.

8.2 DISCHARGE-SUSPENSION NOTICES-COPIES TO THE UNION

A written notice of any discharge, suspension, or disciplinary action shall be given the employee and a copy thereof shall be provided to the Union, unless the employee requests such copy not be sent to the Union. The Union may file a written grievance relating to such discharge, suspension, or disciplinary action in strict accordance with the “Grievance and Arbitration” article herein. The Employer may require an employee to sign as having received any disciplinary notices and it is the employee’s duty to do so. Such a signature in receipt of said notice implies neither acceptance of nor agreement to the discipline, only that the notice was received.

8.3 DISCIPLINARY MEETINGS

An employee upon his/her request shall have the right to a Union representative or Union member, if no representative is available, present during written disciplinary meetings. The Employer shall attempt to utilize the choice of the employee but it must not interfere with operations. The representative is there as an observer only and shall not insert themselves into the process.

8.4 Suspension – Time Limits

Disciplinary suspensions shall not exceed three (3) scheduled days of work.

8.5 Investigatory Leaves

An employee may be placed on an investigatory leave without pay up to five (5) days pending the conclusion of an investigation. The Employer will consider any investigatory leave over three (3) days as days worked by the employee and will pay the employee his/her usual wages for scheduled days missed. If the Employer does not discipline, suspend, or terminate the employee, they shall be compensated for all scheduled time missed.
In cases of abuse and neglect in which the State must conduct its own investigation the Employer will notify the Union. In this circumstance the paragraph above shall be waived and the employee will be placed on an unpaid leave of absence until the conclusion and decision by the State. If the Employer does not suspend or terminate the employee, the employee shall be compensated for all normally scheduled time missed. The employee will be returned to their previous position.

8.6 Quit

An employee who desires to terminate his/her employment must give at least two (2) weeks written notice of his/her intention. For further information refer to your Vacation Article.

8.7 ATTENDANCE

For the purpose of attendance multiple day absences shall be counted as a single occurrence.

ARTICLE 9
INTRODUCTORY PERIOD

The first ninety (90) days of employment starting with the first day worked in the department of any new employee covered by this Agreement shall be an introductory period during which time the employment of such employee can be terminated with or without cause.

In special cases, the business agent or his/her designated representative may approve an extended introductory period not to exceed an additional thirty (30) days, which shall not be unreasonably denied.

ARTICLE 10
CLASSIFICATION OF EMPLOYEES

A full-time employee is one who is paid an average of thirty or more hours per week.

A part-time employee is one who is paid an average of between 20 and 29.99 hours per week.

A casual employee is one who is paid an average of 19.99 or fewer hours per week. Casual employees must work two (2) weekend shifts per month and two (2) holidays per year, if shifts are available, one being either Thanksgiving or Christmas, rotating each year. Casual employees will be terminated if they work no hours in a six (6) month period.

A temporary employee is one who works as a replacement for a predetermined period of time.

Classification shall be measured on a periodic basis in accordance with the requirements of the Affordable Care Act.
ARTICLE 11
HOURS OF WORK

11.1 WORK WEEK

Eight (8) hours shall constitute a normal day's work to be completed within eight and one-half (8½) consecutive hours. Employees shall be required to work every other Saturday and Sunday only, except upon mutual agreement between the Employer and employee. No employee shall work more than six (6) consecutive days, except upon payment of overtime at the rate of one and one-half (1½) times the straight-time hourly rate of such employee for work performed on the seventh (7th) consecutive work day and beyond.

11.2 OVERTIME

1. If an employee works in excess of eight (8) hours per day or in excess of forty (40) hours per work week, the overtime rate of one and one-half (1.5) times the employee's regular hourly rate shall be paid to such employee for all hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per work week.

2. If an employee works in excess of twelve (12) consecutive hours, such employee shall receive two (2) times the employee's regular rate.

3. Employees shall not be required to take time off in lieu of overtime pay.

11.3 SCHEDULING

1. Schedules shall be posted two weeks in advance for two weeks of the employee's scheduled work. The posted schedules shall remain current with any changes. Additional hours that are picked up shall be placed on the posted schedule. Once posted, if schedule changes subsequently become necessary by the employee or the Employer, it will be discussed by the individuals in order to agree upon such schedule changes, except that the Employer reserves the right to make changes in the schedule when such changes are required due to unforeseen circumstances that may have harmful effects on the operation of the facility if not corrected. When such changes are made the Employer shall notify affected employees in advance and attempt to accommodate employee preference based on seniority, provided such accommodation does not require overtime.

2. Work week schedules shall give preference to employees in accordance to seniority, insofar as is practical. Employees shall have the right to regular days off. Employees' preference for days off will be recognized by their supervisor, if practical, and if it does not change other employees' regular days off.

3. Work week schedules shall be furnished to the Union upon request.

4. There shall be no split shifts unless mutually agreed upon by the employee and the Employer. The Employer shall advise the Union of the Agreement made with the employee.
5. All employees shall receive a minimum of twelve (12) hours off between shifts, except where emergencies require otherwise.

6. Each employee shall receive a free meal when he/she works a double shift.

Where employees purchase or bring their own lunch, a break room shall be available for their convenience.

11.4 COMPENSATED HOURS

Compensated hours, for the purposes of accruing benefits, will include all hours paid by the Employer, except that overtime hours shall be calculated on actual hours worked.

11.5 PAY GUARANTEE

If a nurse reports for work on her regular shift and is sent home for lack of work, the nurse shall receive a minimum of four (4) hours pay, so long as the nurse has not been notified at least two (2) hours prior to the beginning of the shift, not to report to work.

11.6 CALL IN PAY

An employee who is called in to work an unscheduled shift shall receive a minimum of four (4) hours work or pay in lieu thereof if he/she reports within the time mutually agreed upon when called to work. The time mutually agreed upon shall take into account the employee's driving time to the Nursing Home. This Article shall not apply to any employee choosing to work less than a full shift.

11.7 EMPLOYEE SELF-REPLACEMENT

If an employee is scheduled for a shift when he/she is in overtime status, the employee may replace him/herself with another employee in overtime status after trying non-overtime associates. With management approval, an employee that is scheduled for a shift in regular pay status he/she may replace him/herself with another employee in overtime status after all efforts have been made to replace himself/herself with employees in regular pay status.

ARTICLE 12
WORKING CONDITIONS

12.1 The Employer shall provide new hires with an orientation to the facility, its procedures, and methods of maintaining quality care for its residents sufficient to enable employees to perform their duties. The Union recognizes that the scope of orientation will vary with the skill level and experience of the individual employee. The goal of orientation shall be proficiency in the care of patients, the proper function of the facility and cooperative efforts with fellow employees.

12.2 Newly licensed or certified staff shall receive a minimum of four (4) floor days.
12.3  REST PERIODS

All employees shall be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. However, two (2) paid rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a day. Employees shall also be allowed a one-half (½) hour unpaid meal period scheduled as near as possible to the middle of the employee's shift in the event the shift is seven (7) hours or longer. Rest periods for the individual employees shall be scheduled by the Employer so as not to interfere with the operation of the Employer's Nursing Home or health care facility. Rest periods and meal periods may be interrupted in case of emergency.

12.4 The Employer will maintain job descriptions for all classifications covered by the Agreement. Job descriptions will be made available to a Union representative, or interested employees.

ARTICLE 13
UNIFORMS

Nurses must abide by the Employer's uniform policy, exclusive of wearing of nurse's caps, which is voluntary for all employees. All nurses will be eligible for the Golden Living, Inc. Minnesota Nurses Uniform Program within ninety (90) days of the effective date of employment. Employees shall receive two (2) new uniforms upon hire and one (1) new uniform each year thereafter on their anniversary date.

ARTICLE 14
HOLIDAYS

14.1 HOLIDAYS RECOGNIZED

The following holidays shall be recognized and paid for at the regular straight time rate for all employees:

- New Year's Day
- Memorial Day
- July Fourth
- Labor Day
- Thanksgiving
- Christmas Day
- 2 Personal Holidays

14.2 PERSONAL HOLIDAY SCHEDULING

All employees shall be granted two (2) personal floating holidays with pay each calendar year to be taken at a time mutually agreed upon between the Employer and the individual employee to be used by December 31st.

The floating holidays may be taken only by those employees who have satisfactorily completed the standard introductory period. If new employees' complete probation by June 30th of the calendar year, they will receive two (2) floating holidays, after June 30th, the employee will receive one (1) floating holiday. Floating holidays must be used by December 31 of each calendar year, on days to be mutually agreed upon between the employee and the Employer.
14.3 TWENTY-FOUR HOUR PERIOD

Christmas Day and New Year’s holiday pay will be figured as follows for a twenty-four (24) hour period: Holiday Premium pay will commence at 10:00 pm on December 24th/December 31st and end at 10:00 pm on December 25th/January 1st. All other holidays commence with the twenty-four hour period starting on the third/night shift on the holiday eve.

14.4 HOLIDAY WORK COVERAGE

Necessary holiday work coverage shall be scheduled as follows:

1. Volunteers by seniority, from employees within the facility;
2. All employees are expected to work at least two (2) winter holidays (Thanksgiving, Christmas, New Year’s) per calendar year unless the Employer determines this unnecessary;
3. Each employee may have off every other Christmas holiday (every other year);
4. All employees are expected to work at least two (2) summer holidays (Memorial Day, Fourth of July, Labor Day) per calendar year unless the Employer determines this unnecessary;
5. Employees may work more than two (2) holidays in winter and/or in summer if so desired and agreed upon between employee and employer.

14.5 HOLIDAY PAY

Employees required to work on the holiday will be paid double time for all hours worked and double time and one-half (2½) for all hours worked beyond eight (8) hours. The double time and one-half beyond eight hours (8) shall not apply where employees trade shifts. Part-time employees must work the holiday (except for the floating holidays) in order to receive holiday pay.

14.6 HOLIDAY CREDITS

1. If a holiday falls on a non-introductory, full-time employee’s day off, the employee will be paid for his/her normally scheduled hours at straight time pay for the holiday.

1. If a holiday falls during a non-introductory employee’s vacation, such employee will nevertheless be paid the holiday benefit to which the employee would otherwise be entitled. An additional day of vacation may be scheduled in lieu of the above payment.

ARTICLE 15
VACATIONS

Vacation time will be awarded on January 1 of each calendar year after completion of a twelve-month waiting period. Time not taken by December 31st of that year will not be paid.

15.1 COVERAGE

All full time and part-time employees are eligible for vacation.
Amount of vacation:

Two (2) weeks after one year
Three (3) weeks after five years
Four (4) weeks after ten years

Vacation hours paid each week are based on the compensated hours of the previous year, except that overtime hours shall be calculated on actual hours worked.

15.2 VACATION CARRYOVER

There will be no carryover of vacation from one calendar year to another except where an employee has delayed vacation time at the request and for the convenience of the Employer, and no time remains in the calendar year in which the vacation can be scheduled.

15.3 WAITING PERIOD

All newly hired employees must wait twelve months before any vacation time is awarded.

15.4 PRORATED AMOUNT

At the end of the twelve (12) month waiting period, the employee is eligible to receive a pro-rated amount of vacation time which is based on the months remaining in the calendar year. For example, if the employee's waiting period ends in October, there are two months remaining in the calendar year. The employee would receive 2/12 of the yearly vacation amount and must use that vacation time by December 31$^{st}$ of that year. The same system will apply to anniversary increases that fall during the calendar year.

15.5 HOLIDAYS

In the event a holiday observed by the company falls within a vacation period, an additional day may be added to that vacation period.

15.6 PAY IN LIEU OF VACATION TIME

Vacation pay in lieu of vacation time will not be permitted at any time other than by mutual agreement between the Employer and the employee.

15.7 TERMINATION OF EMPLOYMENT

Nurses who resign or go to casual status with a two (2) week written notice shall receive pay for their unused vacation. Nurses shall work their scheduled hours during the two (2) weeks and for each occurrence of absence, the Nurse shall forfeit one (1) vacation day up to the amount on the books.
15.8 LAYOFF

Employees may take earned vacation at any time within 180 days of layoff before it is forfeited, provided it is taken prior to December 31 of the year in which it was granted.

15.9 ARRANGEMENTS FOR VACATION

Arrangements for vacations must be made in a timely fashion and well in advance, with the approval of the Employer. Every effort will be made to grant vacations at the time requested provided, however, it does not affect the operation of the facility in a detrimental manner.

Vacations may be taken at any time during the calendar year. Employees may submit vacation requests between March 1 through March 15 of each year, for the calendar months subsequent to March. Such requests shall be considered as a group and granted on a seniority basis and posted by April 1 of each year. All other requests shall be on a first come basis. In the event that a request for vacation is made simultaneously, by more than one (1) employee under such circumstances as to hinder the operation of the department, the employee with the most seniority will be given preference as to vacation choice. Supervisors shall respond to vacation requests within no more than fourteen (14) days. Employees may exchange scheduled vacation time with other employees with the approval of the supervisor.

Employees shall give at least thirty (30) days notice prior to taking vacation except in the case of emergencies or where needed to supplement leaves of absence in which case the employee shall give timely notice. The thirty (30) days would not apply where the employee finds a replacement that does not involve overtime.

15.10 SELF-REPLACEMENT

Nurses may not self-replace themselves for vacation prior to the schedule being posted.

15.11 VACATION CASH-OUT

Employees may cash out vacation according to Golden Living’s cash-out program.

ARTICLE 16
SICK LEAVE

All full-time and part-time employees shall earn and accumulate sick leave at the rate of eight (8) hours for every one hundred seventy-three and three tenths (173.3) compensated hours (accumulation rate: .0308). All employees may accrue sick leave to a maximum of two hundred forty (240) hours. No employees with more than two hundred forty (240) accumulated hours shall have their accrual total reduced. All employees shall start accruing sick time from the date of hire but cannot use sick time until they have completed their introductory period. Paid sick leave shall be paid starting with the first day of illness.

Nurses eligible for worker’s compensation payments are not eligible for paid sick leave. The Employer may require evidence of illness or injury, from a physician or health care provider prior to paying any sick leave benefits, for employees who have established a pattern of abusive sick leave, as determined by the
Employer. The Employer shall notify employees when there has been a finding for a pattern of abuse and this section shall apply for ninety (90) calendar days. The Employer's finding of patterns of abuse must be reasonable and such reasonableness is subject to the grievance and arbitration article of this Agreement. Examples of such abuse may include but are not limited to, excessive use of sick leave, use of sick leave other than illness, and sick leave used in conjunction with or on weekends, holidays, etc.

To be allowed sick leave with pay, the employee must notify his/her department head of illness or disability at least three (3) hours prior to the beginning of his/her work day for the p.m. and night shifts; and must notify as soon as is possible prior to the start of his/her work day for the a.m. shift. Sick pay shall not be granted for absences on the day immediately preceding or following a holiday, and/or where a pattern has been established, unless satisfactory evidence of such illness or injury is presented to the Employer. The Employer may require evidence of illness or injury from a physician.

Sick pay shall be paid only for days missed due to the employee's own illness or injury unless otherwise required by state law.

ARTICLE 17
LEAVES OF ABSENCE

17.1 ELIGIBILITY AND REQUESTS FOR LOAS

Full-time and regular part-time employees with a minimum of twelve (12) months of service with the facility shall be eligible for a leave of absence for personal or medical reasons, or for a Union leave for employment with the Union. All leaves of absence shall be requested in advance and in writing on a form provided by the Employer, except in cases of legitimate emergency preventing the employee from doing so. All leaves of absence granted shall be in writing and for a specific period of time. Workers must adhere to the Employer's procedures for leaves of absence, complete all required paperwork, and provide all necessary documentation. All leaves shall run concurrently with each other for the purpose of timelines.

17.2 Types of Leave and Length of Leave

a. Personal Leave. Eligible employees may request a Personal Leave not to exceed thirty (30) days. Such leave shall not be unreasonably denied. Personal Leaves do not begin until the worker's vacation has been exhausted.

b. Medical Leave. Eligible employees may request a Medical Leave in thirty (30) day increments. Medical leaves may be extended for an additional thirty (30) day period, not to exceed a total of sixty (60) days for employees not eligible for leave under the Family and Medical Leave Act (FMLA). This Collective Bargaining Agreement incorporates the provisions of the FMLA, and the Employer will comply with the provisions of the FMLA and its governing regulations to provide up to twelve (12) weeks of job-protected leave for employees who meet the eligibility requirements under the FMLA and who have a qualifying reason for leave. As soon as an employee becomes aware that she/he is, or will become, disabled from working for any medical reason, the employee must properly advise the Employer in writing of the reason and the anticipated commencement date and duration of the disability. The Employer will hold the nature of the medical problem in confidence.
The Employer may require a doctor's certification of the reason for the disability and, prior to the employee's return to work, a certification of the worker's fitness for duty. The Employer may also request in writing, periodic certification of continued disability, not to exceed once a month.

c. **Military Leave.** Employees shall be granted military leave in accordance with applicable laws.

d. **Union Leave.** Eligible employees may request a Union Leave for employment with the Union, for a period not to exceed thirty (30) days.

### 17.3 COMPENSATION DURING LEAVE

Employees must use all available vacation prior to the start of a Personal Leave. Medical leaves, including leaves under the FMLA, are unpaid leaves of absence; however, compensation during this leave is required (except where state law provides otherwise, or where the leave is due to workers' compensation) when an employee has available paid time off, including sick, vacation, and personal holiday. The employee is required to use all available sick days/salary continuation first, and then available vacation and personal holiday, and such paid time off shall run concurrently with applicable leave period.

### 17.4 FAILURE TO RETURN TO WORK

An employee who does not return to work at the conclusion of the approved period of leave will be deemed to have voluntarily quit, unless the employee is eligible for an extension of leave due to a qualifying disability under the Americans with Disabilities Act.

### 17.5 RETURNING EMPLOYEES

An employee returning from leave of absence within the times specified in this Article will be returned to their previous classification, schedule and rate of pay. An employee returning from leave beyond the specified time limits shall be returned to the same classification, rate of pay and number of hours as she/he held prior to the leave. If the employee's former shift is not available, the employee shall be returned to his/her shift when it becomes available.

### 17.6 ACCEPTING EMPLOYMENT ELSEWHERE WHILE ON LOA

Accepting employment elsewhere while on a leave of absence shall be considered a voluntary resignation.

### 17.7 BEREAVEMENT LEAVE

All regular full-time and regular part-time employees who have completed the introductory period may request time off for Bereavement as outlined below.

Immediate family is defined as: spouse or significant other (defined as your emergency contact listed in your personnel file for at least 90 days), parents (including in-law & step-parents), children (including in-law & step-children), siblings (including in-law & step-siblings), grandparents (including step), and grandchildren (including step).
An employee’s immediate supervisor must be notified of the need of bereavement leave.

Eligible employees may take scheduled workdays with pay to attend to matters relating to the death of their immediate family member per the schedule below:

- **Three (3) scheduled workdays with pay will be provided for the following family members:** spouse or significant other, parents (including step-parents), children (including step-children), siblings (including step-siblings), mother-in-law, father-in-law, grandparents (including step), and grandchildren (including step). Bereavement pay is a maximum of eight (8) hours per day paid at the employee’s regular hourly rate.

- **One (1) scheduled workday with pay will be provided for the following family members:** daughter-in-law, son-in-law, sister-in-law, and brother-in-law. Bereavement pay is a maximum of eight (8) hours per day paid at the employee’s regular hourly rate.

Employees may take one (1) unpaid day to attend the funeral of relatives of the non-immediate family, one time in a calendar year.

If the funeral is 150 miles out of town or state, the employee shall be entitled to one (1) additional day, without pay.

Additional time off without pay may be granted with supervisory approval.

Upon request, the employee must submit proof of death, such as an obituary or death certificate to the supervisor.

**17.8 JURY DUTY**

Employees will be granted the necessary time off to serve on jury duty. Eligible employees, who are scheduled to work forty (40) hours or more per pay period, are entitled to time off with pay for jury duty. The maximum amount of time off with pay will equal ten (10) days. These employees will receive their regular wages/salary for actual scheduled day(s) spent on jury duty. Employees who are in their introductory period will be given appropriate time off but will not be eligible for jury duty pay.

Employees who serve as jurors will receive any additional accommodations required by state law.

Upon receipt of a summons, subpoena or other request to appear and serve jury duty, the employee will present such summons, subpoena, or other documentation to the supervisor. The supervisor will mark the employee’s time record for the days served on jury duty or, if applicable, the employee must complete a Time Clock Adjustment Form to reflect time off so the appropriate payroll designee can record the time.

Upon receipt of any governmental compensation for jury duty, the employee must submit documentation to the Company’s payroll department and pay the company for all government compensation received for days paid by the Employer.
ARTICLE 18
SENIORITY

18.1 DEFINITION

Seniority for all employees shall be based upon the most recent date of hire with the Employer, by classification. There shall be one (1) seniority list for both regular full-time and regular part-time employees. Nurses transferring from regular full time or part time status to casual shall have the right to return to the bargaining unit if a position is open, for a period equivalent to the length of continuous service with the Employer, prior to becoming a casual employee, or six (6) months, whichever is lesser. An employee exercising this right shall be credited for all previous seniority. A nurse transferring from one classification to another shall retain all seniority previously earned regardless of classification.

18.2 SENIORITY LISTS

Updated seniority lists shall be posted and copies furnished to the Union annually and at other times, not to exceed once each quarter upon request and copies posted on the designated Union bulletin board.

18.3 VACANCIES

For the purposes of this Article, a vacancy is defined to mean any regularly scheduled job opening in the bargaining unit which the Employer intends to fill.

Notices of all vacancies within the bargaining unit will be posted for a period of not more than five (5) consecutive work days, including the date of posting but excluding Saturday, Sunday and holidays recognized by this Agreement. Any employee desiring to bid on a posted vacancy shall make application in accordance with the notice posted and sign the posting within the time stated above. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift, block schedule, and the number of hours for the position.

If qualified applicants apply, the Employer shall fill the position from among such applications. If two (2) or more employees are qualified to do the work, preference shall be given to the most senior employee. New employees may be hired for a posted vacancy if there are no bidders meeting the requirements.

The Company shall continue its practice of allowing employees to bid on all or part of a posting provided that this practice does not negatively impact the staffing or operations of the facility. Any disagreement between the parties regarding the decision of management shall be referred to Article 17 Grievance and Arbitration Procedure.

Any employee who bids successfully on the job opening and the Employer may delay the assignment to the position for up to thirty (30) days when an immediate replacement is not available. If the Employer determines within thirty (30) calendar days after the date the vacancy is filled that the employee is not performing satisfactorily, the employee will be returned to the former shift and classification with no loss of seniority previously earned in said classification.
While a vacancy is being posted, and pending the determination of the successful bidder, the Employer reserves the right to make such transfers of bargaining unit employees as may be necessary to fill the job temporarily.

18.4 REDUCTION OF HOURS/LAYOFFS AND RECALL PROCEDURES

1. Notice to Employee/Union - In the event of reduction of hours or layoff, the Employer, whenever feasible, shall first seek volunteers to accomplish the necessary reductions. The Employer will also advise the Union as soon as possible and no later than two (2) weeks in advance of any layoffs. Employees on layoff status shall have preference over casual employees for any available additional work hours, if the employee has placed his/her name on a call-in list. Any employee on the call-in list who refuses work on three (3) consecutive occasions will have his/her name removed from the list and remain on layoff status.

2. Layoff Procedure - In the event of a reduction of hours or layoff, it shall be made in the reverse order of seniority. Nurses who are subject to lay-off may opt to work in a classification previously held by such employee on the basis of seniority earned by the employee in that classification. The least senior employee in the classification shall then be placed on lay-off provided that least senior employee has less seniority in that classification. The nurse who is attempting to change classifications must have the appropriate licensure or certification. In the event of a layoff, two (2) weeks’ notice shall be provided employees or pay in lieu thereof. An employee on layoff status shall retain recall rights for a period equivalent to length of continuous service with the Employer, or six months, whichever is lesser.

3. Recall - Regular employees who are laid off shall be recalled in reverse order of layoff. It is the responsibility of the employees to notify the Employer of any changes in their current address and telephone number. The Employer will notify employees of a recall to work by certified mail and returned receipt. Employees shall notify the Employer of their intentions to return to work within forty-eight (48) hours of receipt of notification and shall report to work in no more than ten (10) working days following receipt of notification. If the employee refuses said offer or fails to respond within forty-eight (48) hours, all rights under the Agreement are surrendered and said employee shall be considered as resigned.

ARTICLE 19
WAGES

19.1 WORK IN HIGHER CLASSIFICATIONS

An employee assigned by the Employer to perform work in a higher paid classification on a daily basis shall be paid at the higher rate, provided the employee actually performs the primary functions of the higher classification and that such functions are not in the employee's job description.

19.2 TRAINING DIFFERENTIAL

The Employer shall continue its practice of providing fifty-five cents ($0.55) per hour for all hours that a nurse trains a new employee utilizing the designated training program of the facility. The training rate will be paid for three (3) days of time spent giving employees orientation to the facility or the company.
19.3 MINIMUM WAGE RATES

All new hires will be placed on the appropriate step of the New Hire Wage Scale, Appendix A.

Effective May 12, 2016, all current employees will be placed on an incumbent wage scale based on total years of experience in their current job class or receive a 3% wage increase, whichever is greater. Effective May 12, 2016, all current employees on and off scale shall receive a minimum of a 3% wage increase.

Shift Differential Training Pay
PM Shift .45/per hour
NOC Shift .85/per hour
Training pay .55/per hour

The wage rates for graduate nurses and graduate practical nurses shall be one dollar per hour ($1.00) less than the RN LPN scales. An LPN who becomes a GN shall receive a wage between his/her current wage and the start rate on the RN Scale. However, if the LPN's current rate is higher than the start rate for RN's, then the employee shall continue to receive his/her current rate.

19.4 SHIFT DIFFERENTIAL

All nurses working the second/PM shift shall receive forty-five cents ($.45) per hour and all nurses working the third/night shift shall receive eighty-five cents ($.85) per hour in addition to their regular rate of pay for all hours worked. In order to qualify for shift differentials and employee must work a minimum of two (2) hours into the shift.

19.5 EXPERIENCE CREDIT

The wage scales in this Agreement are minimums, which may be adjusted based on employee experience. The Employer shall notify the Union, in writing, as to any experience credit scale that it may establish, and any changes thereto. Said scales are to be applied uniformly both to future hired employees as well as to existing employees, based on their applicable prior experience as determined, on an equitable basis, by the Employer. No new employee shall be placed higher than the six (6) year wage step.

19.6 WEEKEND OFF BONUS

Any employee who is regularly scheduled and works at least sixty-four (64) hours per pay period and has no call-ins or tardiness shall receive a twenty-five dollar ($25.00) bonus per shift for working on his/her weekend off.
ARTICLE 20
BENEFIT PROGRAMS

20.1 Health Plan

Bargaining Unit employees shall be eligible for receipt of and/or participation in all the current and future voluntary Employer benefit programs under the same terms and conditions as those benefits are made available to other Golden Living Employees.

20.2 Employer Contribution

The Employer will offer health and prescription plans to all eligible employees subject to the provisions of the plan.

20.3 Dental Plan

The Employer will make available to all full-time and part-time employees the Golden Living Dental Plan at the employee’s cost.

20.4 Life Insurance

The Employer shall provide, at no cost to employees, a life insurance and accidental death and dismemberment policy under the same terms and conditions as other employees.

20.5 Short Term Disability

The employer shall provide short term disability to all employees as established by the Employer and subject to change or termination as consistent throughout the Company. All premium costs will be paid by the Employees choosing short term disability on a voluntary basis.

20.6 Long Term Disability

The employer shall provide long term disability to all employees as established by the Employer and subject to change or termination as consistent throughout the Company. All premium costs will be paid by the Employees choosing long term disability on a voluntary basis.

20.7 Scholarship Loan Program

Eligible full-time employees may participate in the Scholarship Loan Program offered by the Employer subject to the provisions of the program after one (1) year of employment.

20.8 Tuition Assistance Program

Eligible full-time employees may participate in the Tuition Assistance Program offered by the Employer subject to the provisions of the program.
20.9 Retirement Plan

All employees may participate in the Golden Living Center Retirement 401K Plan subject to the provisions of the Plan. The specific details of the plan, as well as the plan itself, are subject to change at the Employer’s discretion.

20.10 Dependent Care Assistance Plan

Eligible employees may participate in the Dependent Care Assistance Plan subject to the provisions of the Plan.

ARTICLE 21
EXPERIMENTAL PROGRAMS

The Employer and the Union recognize that from time to time the requirements of staffing and operating a nursing home may, due to circumstances beyond anyone’s control, become burdensome to employees. To this end, the Employer may, with notice sent to the Union within twenty-four (24) hours, in situations where it is necessary to maintain the efficient operation of the facility, offer premium or overtime pay to employees who volunteer to assume additional hours or responsibilities. The length of this premium will be based on the needs but must be implemented in a fair and equitable manner.

Any experimental programs implemented above shall not conflict with and must be in addition to the provisions of the Agreement. All such programs must be applied to eligible employees in a fair and equitable fashion.

ARTICLE 22
EDUCATION AND PROFESSIONAL DEVELOPMENT

22.1 EDUCATION REIMBURSEMENT

Employees shall be reimbursed tuition fees up to $100 per year for continuing education courses to meet mandatory re-licensure requirements, as provided by the facility’s plan, with approval not being unreasonably withheld.

22.2 IN-SERVICE EDUCATION

1. The Employer will endeavor to schedule all in-service programs so it is convenient for all nurses to attend.

2. Attendance at mandatory in-service meetings will be compensated at the applicable hourly rate of pay.

22.3 OFF-PREMISES MEETINGS - EDUCATIONAL REIMBURSEMENT

Employees will be granted time off without pay at the Employer’s discretion to attend approved training classes or seminars away from the facility. Requests to attend such sessions must be received by the Employer in writing at least two (2) weeks prior to the dates requested off.
ARTICLE 23
COPE

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

ARTICLE 24
SUCCESSORSHIP

In the event of a transfer, sale or assignment of the Employer's facility, the Union shall be notified expediently, and in advance, of such action. The Employer will advise a prospective buyer of the existence of the collective bargaining Agreement and request the buyer retain all current employees and maintain the wages, benefits and conditions constituting the Agreement.

ARTICLE 25
NO STRIKE/NO LOCKOUT

The Employer and the Union recognize, that because of the community services rendered by the Nursing Home and because of humanitarian reasons that one of the purposes of the Agreement is to guarantee that there will be no strikes, slowdowns, or lockouts, or work stoppages during the life of this Agreement.

In the event that an unauthorized strike or other interference with work occurs, the Union shall:

1. Notify the Employer that such strike or other interference with work is unauthorized.

2. Order its members to return to normal work.

3. Advise the employees, in writing, that the strike or other interference with work is unauthorized and that the employees are directed to cease such action and return to normal work.

ARTICLE 26
HEALTH AND SAFETY

The Employer agrees to provide a safe and healthful work environment for employees and to maintain high standards of workplace sanitation, ventilation, cleanliness, light and noise levels, adequate heating and cooling and health and safety and will cooperate with the Employer in striving to maintain such standards. Further, Golden Living Center is committed to providing employees a work environment that is free from hostile, abusive, and disrespectful behavior.

Both parties have a mutual obligation to provide a safe work environment for all employees, and to provide quality care to all residents. The Employer acknowledges that from time to time a resident may become abusive to staff. Both parties agree to cooperate in an effort to provide abusive residents with
quality care, while also providing a safe work environment for those who give the care to the residents. Any problems should be resolved through the Labor Management Committee.

It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public, including participation on committees and compliance with rules to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

Golden Living Center will make reasonable effort to provide employees with safe and adequate equipment, working environment, and facilities.

ARTICLE 27
INVALIDATION

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section, or portion thereof directly specified in the decision, provided however, that upon such a decision, the parties agree to meet to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 28
SOLE AGREEMENT

This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior Agreements, oral and written, and expresses all the obligations of, or restrictions imposed on, the respective parties during its term. The Agreement can be changed only by a written Amendment executed by the parties hereto. The waiver in any particular instance of any term or condition of this Agreement or any breach thereof shall not constitute a waiver of such term or condition or any breach thereof in any other instance.

ARTICLE 29
SCOPE OF BARGAINING

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
ARTICLE 30
DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall be effective from May 12, 2016 through and including February 28, 2018. This Agreement shall remain in full force and effect from year to year thereafter unless either party notifies the other party in writing at least ninety (90) days but not more than one-hundred twenty (120) days prior to February 28, 2018, or February 28th of any year thereafter of its intention to change, modify or terminate this Agreement.

The Contract shall be re-opened effective February 28, 2017 for the purpose of negotiating wages and benefits. The No Strike No Lockout provision shall be waived for the purpose of the wage re-opener.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement on the date indicated below.

[Signatures and dates]

Excelsior Golden Living Center

SEIU Healthcare Minnesota

Date 9/5/2016

Date 9/8/2016
### Appendix A

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Letter of Understanding

Between

Excelsior Golden Living Center

Service and Maintenance Agreement

Nurses Agreement

and

SEIU Healthcare Minnesota

Pursuant to recently enacted legislation providing for nursing facility employee scholarship funds (DHS Bulletin 01-62-05), the parties agree that a committee shall be established with a minimum of three (3) representatives appointed by the Union (1 LPN, 1 Support Staff and 1 Union Representative) and two (2) representatives appointed by the Employer, to determine how such funds shall be distributed and to ensure that all available funds are spent in accordance with the legislative intent.

This committee shall be charged with determining the funding allocated to the bargaining unit and establishing internal policies regarding the application for and disbursement of such funds.

Excelsior Golden Living Center

Date __/___/2016

SEIU Healthcare Minnesota

Date __/___/2016

:klh/Opeiu#12
Letter of Understanding

between

Excelsior Golden Living Center

and

SEIU Healthcare Minnesota

It is agreed between the parties, that the West Side Pool and its employees will be phased out. When employee quit, they shall not be replaced. SEIU Healthcare Minnesota does not represent these employees.

Current Pool Employee:

LPN (1)  RN (1)  NAR (3)
Kathy Simanek  Colleen Thompson  Ndelena Nchumoye Joel Mburu Delano Chateau

Open hours shall be offered first to bargaining unit employees through established sign-up procedures, including overtime, before being offered to West Side Pool employees.

Excelsior Golden Living Center  SEIU Healthcare Minnesota

Date  Date
Letter of Understanding

Between

Golden Living Centers – Excelsior, Lake Ridge, Lynwood, Rochester East, and Whitewater

And

SEIU Healthcare Minnesota

The parties recognize that the Affordable Care Act may offer opportunities for many employees to get additional health insurance coverage options for themselves and their dependents that may be more affordable, either in terms of premiums, coverage or both, than is currently offered via the Collective Bargaining Agreement. Should the Union identify possible substantial changes to such coverages that may assist the employer as result of the Affordable Care Act, the Union will give notice to the employer of a desire to meet and confer on possible options.

GOLDEN LIVING CENTERS
By ________________
Date ____________

SEIU HEALTHCARE MINNESOTA
By ________________
Date ____________

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