Collective Bargaining Agreement

Between

Cerenity Senior Care

And

SEIU Healthcare Minnesota

Effective

October 1, 2016

Through

February 28, 2020
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Agreement

This Agreement is made and entered into this 1st day of October, 2013 by and between the Care Center on Humboldt, and Residence on Humboldt, and its successors hereinafter referred to as the Employer and SEIU Healthcare Minnesotahereinafter referred to as the Union.

Article I – Union Recognition

The Union shall be the sole representative of the non-professional employees in the job classifications set forth in the Wages / Article Appendix A of this Agreement, who are within the established and historical bargaining unit and employed by the Employer at its campus located on Humboldt Avenue in St. Paul, Minnesota.

(a) Classification or Title Change

In the event that any new or different classification or title not specified in Article X hereof is established and such classification or title is not within the bargaining unit certified by the State Bureau of Mediation Services or previously agreed upon by the parties, then the Union shall nevertheless be the sole representative of said employee, the employee shall be included within the terms and conditions of this agreement, the wage rate of such classification or title shall be negotiated by the Employer and the Union and the rate agreed upon become a part of this agreement as of the date such classification or title was established, if (1) the new or different classification or title as of the date of its establishment involves functions and duties identical to those pertaining to an existing classification or title, or (2) the new or different classification or title as of the date of its establishment involves functions substantially similar in their nature, character and scope to those performed in whole or in part in an existing classification or title as that existing classification or title existed prior to the creation of the new or different classification or title.

(b) Classification or Title Change Referred to National Labor Relations Board

In the event that a new or different non-professional classification or title is established which is not set forth in Article X hereof and is not within the bargaining unit certified by the State Bureau of Mediation Services or previously agreed upon by the parties and which new or different nonprofessional classification or title is not covered by paragraphs (1) or (2) as above set forth, the Union may, in writing, request that the matter of the inclusion of said new or different nonprofessional classification or title within the agreement be referred to the National Labor Relations Board for a final and binding determination. Said reference to the National Labor Relations Board shall be determined according to the usual rules and procedures of that office.
(c) **No Change to Defeat Contract**

No classification or title shall be created to defeat the spirit of this Agreement. No classification or title shall be changed or created, and no employee transferred or promoted, either to positions covered by the Agreement or outside it, except upon at least ten (10) days written notice to the Union prior to the effective date of the same, which notice shall specify in detail the proposed change, establishment, transfer or promotion.

(d) **Definition of Student Employee**

A student is defined as any person pursuing a regular course of instruction or training in any school, college or university. The regular work hours of employees covered by this contract shall not be reduced, nor shall such employees be laid off for lack of work so long as any school students are employed in the same classification.

(e) **No Discrimination**

There shall be no discrimination by the Union or the Employer against any employee because of membership or non-membership in the Union or because of the assertion of rights afforded by this contract.

(f) **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.

(g) **Steward - Committee**

The Employer recognizes the right of the Union to elect or select from employees who are members of the Union a job steward or job committee to handle such Union business during their routine at the Nursing Home where they are employed as may from time to time be delegated to them by the Union in connection with this collective bargaining relationship. The name of such job steward or job committee shall be furnished in writing to the Employer, and any changes in steward or committee members shall be reported to the Employer in writing.

(h) **Union Security**

All employees covered by this contract who are now or may hereafter become members of the Union shall, during the life of this Agreement or any renewal thereof, remain
members of the Union in good standing as a condition of employment. All new employees covered by this Agreement who are hereafter newly hired on or after June 1, 1969 shall as a condition of employment within sixty (60) days after his/her date of employment become, be and remain members of the Union in good standing during the life of this Agreement or any renewal thereof. "In good standing," for the purposes of this Agreement, is defined to mean the payment of a standard initiation fee and standard monthly dues as applies uniformly to all persons covered by this Agreement.

The Employer will send the Union a monthly list of all new employees and terminated employees, together with their address, phone numbers and classification or change of classification and the starting date of each new employee.

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

The above shall not apply to students or temporary vacation employees who are employed during the summer vacation months (May 15 – September 15).

The Employer agrees to deduct union dues from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction shall be made by the Employer from the wages of the employees during each calendar month and will be transmitted to the Union. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such month will nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

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.

Good Standing - Termination. If any employee does not remain "in good standing" as defined above, the Employer shall terminate the employee within twenty-four (24) hours of written notice to do so from the Union. The Union shall save the Employer harmless from any claim of an employee so terminated.

Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner.
The Employer will honor the employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee’s membership in the Union.

The Union will provide to the Employer verification that dues deductions have been made authorized by the employee. Employees may express such authorization by submitting to the Union a written membership authorization form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means if indicating agreement allowable under state and federal law.

(i) Union Representative Access – Bulletin Boards Available

A bulletin board near the time clock shall be made available to the Union for the purpose of posting business notices. The business agent for the Union or his/her designate shall have access at all reasonable times to such bulletin board, and to other non-patient, non-public areas to be designated by the Employer to discharge his/her duties as representative of the Union.

(j) Probationary Period

The first sixty (60) days of employment of any new employee shall be a probationary period, during which time the employment of such employee may be terminated with or without cause. The probationary period may be extended by an additional thirty (30) calendar days with notice to the Union.

(k) Full-Time and Part-Time Definitions

Full-time employees are those who are regularly scheduled eighty (80) hours per two (2) week pay period. Part-time employees are those who are regularly scheduled under eighty (80) hours per two (2) week pay period.

(l) Management Rights

Except as specifically limited by the express provisions of this Agreement, the management of the Care Centers, including but not limited to the right to hire, layoff, promote, demote, transfer, discharge or discipline for just cause, require observance of reasonable Care Center rules and regulations, direct the work force, and to determine the materials, means, and types of service provided, shall be deemed the sole and exclusive functions of management.

(m) Committee on Political Education (COPE)

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

Subject to Employer approval, which shall not be unreasonably denied, the Employer shall allow up to sixteen (16) hours per year per worksite, paid time off for a Union member(s) to participate in an event to promote funding for nursing homes. The member(s) shall be selected by the SEIU Business Representative assigned to the facility and shall give the Employer a minimum of two (2) weeks advance notice.

Article II – Grievance and Arbitration Procedure

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

(b) The steps in the grievance procedure are as follows:

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

If the immediate supervisor cannot resolve the matter to the employee’s satisfaction, the employee and/or Union will discuss it with the Administrator or his/her designee.

Step Two - If the grievance is not resolved under Step One it shall be reduced to writing, shall specify in detail the alleged violation of the contract and shall be submitted to the Employer’s personnel department. The written grievance must be submitted to the Employer within twenty (20) calendar days following the date of occurrence. A grievance relating to pay shall be timely if received by the Employer within three (3) calendar months after the payday for the period during which the grievance occurred.

Within twenty (20) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance.

If the grievance is not resolved under Step Two, mediation may be requested by either party, but it is not required by either party.
Step Three - If the grievance is not resolved in Step Two, the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within twenty (20) calendar days following the Step Two meeting.

The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties will alternately strike names from the list with the party demanding arbitration striking first.

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 grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. The award of the arbitrator shall be final and binding upon the Union, the Employer and the individual employee filing the grievance.

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

(c) No Strikes or Lockouts

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the Grievance and Arbitration provisions of Article II of this Agreement.

Article III - Miscellaneous

(a) Uniform – Wearing Apparel

If the Employer requires, suggests or in any way indicates the desirability or requirement of wearing apparel of a particular color or pattern or design or material then the Employer shall furnish the same without cost to the employees or pay to such
employees a uniform allowance in the amount of one hundred and twenty dollars ($120.00) per year. The initial allowance shall be paid to employees effective the date of said uniform requirement. Employees hired after the effective date of said requirement shall purchase their own uniforms. However, after the employee has completed three (3) months of employment the Employer shall pay the uniform allowance. At the anniversary date of employment the Employer shall pay the annual uniform allowance. Uniform allowances shall be paid on the first regular pay period following the effective date of said allowances. If no requirement, suggestion or indication is made by the Employer, employees may wear their choice of apparel.

The Employer shall not change uniform colors and/or patterns more than one time per contract year; provided however, the Employer may change the uniform more than the one time per contract year if the Employer provides the uniform at no cost to the employee.

Part-time employees regularly scheduled to work twenty (20) hours or more per week shall receive an initial uniform allowance of $120.00 and subsequent payment of $102.00 per year, payable under the schedule set forth above.

Part-time employees regularly scheduled to work ten (10) or more hours per week shall receive an initial uniform allowance of $60.00 and subsequent payments of $50.85 per year payable under the schedule set forth above.

Wearing apparel furnished by the Employer shall remain the property of the Employer.

If the Employer requires the employee to wear an identifying device of any nature such device shall be furnished initially by the Employer without cost to the employee. The responsibility for repair or replacement thereof shall be on the employee at his/her expense.

(b) Dining – Locker Facilities

Where employees bring their lunch, a dining room and locker facilities shall be available for their convenience.

(c) Accidental Dish Breakage

Employees shall not be held liable for accidental breaking of dishes during the course of their duties. However, this shall not apply to an employee who continuously breaks dishes due to carelessness or negligence.

(d) Relief Periods
All employees except nursing assistants shall be allowed without reduction in pay, fifteen (15) minutes of relief in the first four (4) hours of work and twenty (20) minutes of relief in the second four (4) hour period. The above rest periods shall be included in the regular work day. Employees who work shifts of four (4) hours but less than six (6) hours shall receive a fifteen (15) minute paid relief period; employees who work shifts of six (6) hours but less than eight (8) hours shall receive a twenty (20) minute paid relief period. In view of the fact that nursing assistants are scheduled to be at work for eight and one-quarter hours, such employees will be allowed either two ten minute rest periods or one twenty minute rest period, and a thirty minute lunch period. Employees will continue to sign in and out for breaks.

New associates hired after March 1, 2017 into all categories covered under this contract will be provided breaks per the following schedule: All associates working at least a four (4) hour shift but less than a six (6) hour shift will be provided one (1) paid fifteen (15) minute break during their shift. Associates working a six (6) hour but less than an eight (8) hour shift will be provided one fifteen (15) minute paid rest break and will be required to take a thirty (30) minute unpaid meal break during their shift. All associates working an eight (8) hour shift will be provided two (2) fifteen (15) minute paid rest breaks and one thirty (30) minute unpaid meal break during their shift. Current employees shall continue with their current shift hours and break schedules unless they voluntarily elect to change to this new schedule. Employees hired prior to March 1, 2017 shall continue their current shift hours and break schedules unless they voluntarily change to this new schedule.

(e) Suffer No Higher Benefit Losses

Where wages, hours and other conditions specifically covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions reduced by the execution of this Agreement.

Article IV – Work Week

(a) Forty Hour Week

The regular work period for all employees shall be eighty (80) hours. Normally, eight (8) consecutive hours shall constitute a day’s work. Relief periods will be utilized for the purpose of eating lunch. Provided however, that nursing assistants will be scheduled for eight and one quarter consecutive hours which will include the relief and lunch periods set forth in Article III (d) above. (The extra fifteen (15) minutes of the schedule will be at the beginning of the work shift.) No employee shall work more than seven (7) consecutive days during a two-week period without the employee’s consent, and such days off shall include at least two (2) Sundays per calendar month. When the employee has a Sunday off he or she shall be entitled to another day off consecutive therewith.
any case where any employee is now working less than seven (7) consecutive days, no such employee shall be required to work more consecutive days than is now being worked by such employee, except upon payment of overtime at the rate of one and one-half (1-1/2) times the straight time hourly rate of such employee for work performed on the sixth and/or seventh consecutive work day as the case may be, where such sixth and/or seventh consecutive work day is in excess of the number of consecutive work days now worked by such employee.

Any employee who has twenty-five years (25) or more will not have to float unless they volunteer or pick up a shift. If management has a scheduling crisis and has to float a twenty-five (25) year plus employee they will float the employee with the least seniority.

(b) Departments Maintain Better Schedule

Where any department as a whole is now working less than seven (7) consecutive days, the work schedule of such department shall not be changed except by mutual agreement between the Employer and the Union.

(c) Work Week Schedules to Conform – Notices

Work week schedules in conformity with this Agreement shall be furnished to the Union within ten (10) days of the execution of this Agreement. Any proposed work week schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least one (1) week before the effective date of such proposed change.

(d) Overtime – Time and One-Half

Subject to the foregoing provisions, overtime at one and one-half (1-1/2) times the respective straight time hourly rate shall be paid to the employee for all consecutive time worked in excess of eight (8) hours or in excess of eighty (80) hours of work in a consecutive two-week period; or for full time employees, for work performed on any day scheduled as a day off for such employees. All overtime must be approved by the supervisor. Paid sick leave shall not be counted as time worked in computing eligibility for overtime pay. Holiday and vacation time will however be considered as time worked for overtime purposes.

When it is necessary to replace an employee due to absenteeism of scheduled employees, such opening will be offered by seniority first to the senior employee not subject to overtime pay and then by seniority to employees entitled to overtime pay. If the opening has not been filled, then the junior employee may be required to work. Employees will be required to submit a written “call-in preference form” to be considered for such replacement scheduling.
When scheduling extra hours where advance notice exists, the employer will post a sign-up sheet prior to the posting of the work schedule whereby employees may indicate availability for specific extra shifts within their classification. Extra shifts shall be granted on a seniority basis, first to part-time employees on a non-overtime basis, and then to full-time employees. Extra shifts shall be granted on this basis before using temporary employees of outside employment agencies.

Holiday – Worked. When employees work on a holiday, they will be paid a holiday premium rate at one times their regular base rate in addition to their regular base rate of pay. If an employee works a holiday, and worked hours go into overtime, the employee will receive half their normal base rate of pay for the hours that are overtime. Thus, the maximum an employee could receive, if they worked overtime hours on a holiday, would be 2 1/2 times their regular base rate of pay.

(e) No Split Shifts

There shall be no split shifts, but no employee shall be required to work over eight (8) hours in any twelve (12) hour period of a twenty-four (24) hour day.

(f) No Time Off in Lieu of Overtime

Employees shall not be required to take time off in lieu of overtime pay. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this contract.

(g) Seniority Preference

In the establishment of work week schedules, the Employer shall give preference to employees in accordance with seniority as far as practicable and consistent with proper nursing home management.

(h) Work on Day Off

An employee called in to work on his/her scheduled day off will be given the opportunity to work up to eight hours on that day.

(I) Thirty Years of Service

Employees with thirty (30) years or more of service shall have the opportunity to a work week schedule which includes one (1) weekend each month with no loss of hours. A maximum of eight (8) employees will be eligible for a one (1) week-end schedule, at any given time.
(j) Seven Minute Rule

Employees are expected to punch in and be in their work area at the scheduled start time ready to work. Employees are expected to remain in their work area and working until the scheduled shift end time. Employees may be disciplined if punching in or out beyond the seven (7) minute window.

Article V - Holidays

(a) Premium Pay – Employee Preference – Day Off – Extra Day

In addition to the regular days off, employees who have to work the following holidays shall receive, at their option, another day off in lieu thereof (within thirty (30) days of the actual holiday unless a different time is mutually agreed upon between the employee and employer) or be paid at the rate of double time for work performed on such days: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Employee's Birthday, Anniversary Date of Hire, and Christmas Day. Each employee shall be given an opportunity in order of seniority to express a preference in writing prior to posting of holiday work schedules; provided however that vacations shall take precedence over seniority preference relating to holiday work schedules. Employees who are absent without good cause on the regularly scheduled work day prior to or after the holiday shall not be eligible for holiday pay. If an employee's day off falls on a holiday, then he or she shall receive an additional day off within thirty (30) days of the holiday.

The Employee's Birthday and Anniversary date holidays may be scheduled on another mutually agreeable date within twelve (12) months after the employee becomes eligible for the holiday. A part-time employee shall be entitled to only one of the two Anniversary or Birthday Holidays off with pay.

(b) Part-Time Pro-Rated Premium Pay

Part-time employees shall receive holiday pay for time worked on the holidays listed above. The holiday pay shall be computed on the basis of the scheduled hours for such holiday for each particular part-time employee.

(c) Illness or Disability

If an employee shall be sick or disabled on a holiday, he/she shall receive sick pay as herein provided and shall be entitled to an additional day off in lieu of said holiday. This shall not apply to an employee who is on leave of absence without pay from the Employer.
(d) This article will not apply to newly hired employees during their first sixty (60) days of employment.

Article VI – Sick Leave

(a) Sick Leave - Accumulations

Each regular full-time employee will accumulate one (1) day of sick leave for each month of employment. The accumulation may total coverage sufficient to pay for all time lost within a ninety (90) calendar day period of time. The Employer agrees to email the SEIU Business Representative, on an annual basis, a list of the bargaining unit employee indicating the employee’s sick leave accrual balance.

(b) Proof If Requested

To be allowed sick leave with pay, employees working the day shift must notify their department head of illness or disability at least one and one-half (1-1/2) hours prior to the beginning of the shift; and employees working the evening and night shift must notify their department head of illness or disability at least two (2) hours prior to the beginning of the shift, except in an emergency situation, and shall submit proof of sickness or disability to the employer if requested.

(c) Sick – Disability Leave Extended and Guaranteed Return

In the case of illness or physical disability which exhausts accumulated sick leave, an automatic leave of absence without pay shall be granted at the employees request for a maximum period of six (6) months. An employee shall be returned to his/her regularly scheduled position upon certification by a competent physician of recovery from such illness or disability.

(d) Pregnancy Leave – Medically Approved Return

In the event an employee becomes pregnant during her employment, she shall be entitled to an illness/disability leave of absence related to the pregnancy, if needed, not to exceed six (6) months, and shall be returned to her regularly scheduled position with full seniority and without loss of benefits upon certification by competent physician of her physical ability to perform the work required by her position. Provided however, that in no event shall pregnancy leave be extended for more than three hundred six-five (365) days. Any employee who is ill or disabled shall not be disqualified from receipt of sick pay by reason of pregnancy.

(e) Part-Time Employee Pro Rata – Initial Period

The above shall apply to all full time employees and to all regular part-time employees.
Part-time employees who are regularly scheduled to work at least thirty-two (32) hours per pay period shall accumulate eight (8) hours of sick leave for each 173 hours of actual work and shall be eligible for paid sick leave. The maximum accumulation for part-time employees will be the same as for regular full-time employees. This sick leave shall be paid to the part-time employee only when the illness or disability falls on the employee's regularly scheduled work day and only for the number of hours regularly scheduled for the day on which the illness occurs. Part-time employees shall work three (3) months before they are eligible to receive sick leave pay.

(f) Jury Duty Leave

When an employee receives notice of jury duty, he shall notify his/her supervisor at once. He will be given leave for such jury duty and will be made whole for loss of pay during that period. He will report for work whenever his/her jury duty does not conflict provided however, he will not be required to work later than 7:00 p.m. on any day he was requested to report for jury duty. Any reasonable rearrangement of work hours and including reshifting of other employees for that purpose will be made. In making the employee whole, his/her wages will be computed as if he had worked the first shift at straight time and be paid in full therefore, minus the amount evidenced by his/her jury check. In no event shall jury allowance be made in any one year to an employee for over two (2) weeks of such service. Whenever considered necessary by the Employer because of the needs of the business at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Employer in requesting and obtaining a postponement of said jury duty.

(g) Leaves of Absence Other Than Illness, Disability, Pregnancy, Jury Duty

Requests for leave of absence for reasons other than illness, disability, pregnancy or jury duty shall be made in writing and a copy thereof sent to the Union by the Employer. Such requests may be granted at the discretion of the Employer.

(h) Replacement for "On Leave" Employees

With respect to all leaves of absence, the Employer may hire an employee to replace the individual on leave of absence on a temporary basis. The employee so hired may be terminated upon return of the regular employee from the leave of absence, subject to the provisions of just cause in the grievance and arbitration process.

(i) Paid Funeral Leave

In case of a death in the immediate family, the employee will be granted a leave of absence of three (3) days without loss of pay pursuant to the policy of the Employer. Immediate family is defined as: parents, parents-in-law, grandparents, grandchildren,
brothers, brothers in law, sisters, sisters in law, sons, sons in law, daughters, daughters in law, spouse, step-parents, step-children, and dependent members of the employee’s household. Paid funeral leave will not be charged against accumulated sick leave. Such leave shall be the day of the funeral or memorial service and the days immediately before or after the service, unless different days are agreed upon by the employee and the employer. In the event that an employee requests an exception to the normal rule described in the previous sentence but the supervisor or manager declines this request, the employee may ask Human Resources to look into the circumstances. In any case, the employer shall not in a manner that is arbitrary and capricious deny an individual’s request for different days.

Employees required to travel and miss work for bereavement purposes for qualified family members under the paid leave language in this Agreement may be granted additional leave up to seven (7) calendar days. Employees requesting such additional leave shall be required to use available vacation time. Employees requiring more time may request a leave of absence, not to be unreasonably denied.

(j) Time Off for Union Business

One Union member per site, if requested, shall be granted a Union leave up to six (6) months per contract year. Length of service increments, insurance, and vacation benefits shall continue to accrue during the first fourteen (14) calendar days of such leave. Such employee shall provide thirty (30) days written notice before such unpaid leave and thirty date written notice of date for return to work. An employee on a Union leave shall be entitled to return to his/her former position and schedule.

(K) Qualified Family Members

The Employer will permit the use of sick leave for qualified family members as may be required by applicable law.

Article VII - Vacations

Vacation rights shall be earned from the date of hire on a per hour compensated basis, as contained in (a) below. No employee will be entitled to a vacation unless the employee has worked a minimum of three (3) months.

(a) Accumulations – Equivalents – One Year to Ten Years

Employees who have completed less than four (4) years of service will accrue vacation hours at a rate of .0385 for compensated hours, up to an annual maximum of eighty (80) vacation hours. Employees, after completing four (4) years or more of service will accrue vacation hours at a rate of .0577 per compensated hour, up to an annual maximum of one hundred twenty (120) vacation hours. Employees, after completing ten (10) years or more of service will accrue vacation hours at a rate of .0769 per
compensated hour, up to an annual maximum of one hundred sixty (160) vacation hours. Employees may accumulate vacation balances up to a maximum of two (2) years of vacation leave, based on their current accrual rate. Vacation leave may not accumulate beyond the maximum and such amounts will be forfeited.

(b) Eligibility

Employees must work at least thirty-two (32) hours per pay period to be eligible for vacation benefits.

(c) Vacation Period – Seniority Payments

The vacation year shall be May 1 through April 30th. Employees shall submit a request for vacation during the period of March 1st through April 1st. The Employer shall respond by April 15th. Vacation shall be awarded by seniority and shall be posted in each department. Vacation schedules shall take precedence over seniority preference relating to holiday work schedules.

Vacations scheduled pursuant to the foregoing procedure are not subject to being bumped by seniority thereafter.

Employees not submitting a request by April 1st shall submit their request at least two (2) weeks prior to the date of the schedule posting for the requested vacation and shall be granted in the order requested recognizing seniority if more than one employee makes the request on the same day. The Employer shall respond within seven (7) calendar days from the time of a request made outside of the window period.

Requests with less than three (3) weeks’ notice will be considered on an individual basis.

All vacation shall be granted subject to staffing needs. Employees shall not be prohibited from taking vacations on their scheduled weekend to work.

Vacation pay shall be paid to employees before leaving for their vacation if such payment is requested three (3) weeks prior to the commencement of vacation.

(d) Terminations – Paid Accruals

Employees who have earned vacation rights but who have not received the same, and who quit after giving notice as required by Article IX hereof, or are discharged or laid off, shall be given pay in lieu of vacation time so earned at the time of severance or layoff.

(e) Holiday Occurrence

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

(f) Illness – Disability During Vacation

If an employee becomes ill or disabled during vacation, he shall be paid sick leave pay upon certification by a competent physician if requested by the employer and shall retain the unused portion of vacation corresponding to the dates of the employee’s illness or disability, subject to the maximum accrual as set forth in Article VII (a).

Article VIII - Seniority

(a) Full-Time – Part-Time Lists at Intervals

The Employer shall prepare a seniority list of all full-time employees and a seniority list of all part-time employees covered by this agreement, specifying seniority of each employee by classification and department and as to full-time or part-time status. There shall be separate full-time and part-time seniority lists for each department in the residences. Each employee shall be assigned a seniority date by classification within each department (e.g., Nursing Assistant, Nursing Department). Such lists shall be revised monthly and placed upon department and general bulletin boards on a monthly basis and a copy emailed to SEIU Healthcare Minnesota at the same time. Within fifteen (15) days after posting, employees may file with the Employer written objections to such list or lists and a copy thereof shall be forwarded to the Union. Twenty (20) days after posting, such list shall become permanent unless objection in writing is given to the Employer by the Union.

Voluntary Transfer – One Department to Another In the event of a voluntary transfer from one department to another, an employee shall be placed at the bottom of the classification to which he was transferred in the new department and shall be assigned a new seniority date based on the date he began work in the new classification.

Restorative Aides - If a NAR transfers to a Restorative Aide position, that employee will be allowed to return to his/her previous shift and hours if they notify the Employer within 30 calendar days from starting the Restorative Aide position. The Employer needs a two week notice to make this schedule/position change. If the Restorative Aide program is ended, any NAR who transferred to the Restorative Aide position will be returned to the NAR schedule in the same shift and authorized hours at they are currently working as a Restorative Aide.

Involuntary Transfer – One Department to Another In the event of an involuntary transfer from one department to another: (a) The employee shall retain his/her original seniority date and said date shall be used for establishing his/her seniority in the classification in the new department to which he is transferred; (b) The employee shall
be entitled to the first vacancy which occurs in the department from which he was transferred; (c) The abolishment or elimination of a job shall be deemed to be an involuntary transfer.

Voluntary Transfer – Same Department  In the event of a voluntary transfer from one classification to another within the same department, an employee shall be placed at the bottom of the classification to which he was transferred and shall be assigned a new seniority date based on the date he began work in the new classification. The employee shall retain his/her original departmental seniority. If the employee loses his/her position in the new classification he will be entitled to the first vacancy that occurs within the department, unless another employee with seniority in the classification where the vacancy occurs is on layoff and desires to return to that position.

Involuntary Transfer - Same Department  In the event of an involuntary transfer from one classification to another within the same department: (a) The employee shall retain his/her original seniority date and said date shall be used for establishing his/her seniority in the new classification to which he is transferred; (b) The employee shall retain his/her original departmental seniority. If the employee loses his/her position in the new classification he will be entitled to the first vacancy that occurs within the department unless another employee with seniority in the classification where the vacancy occurs is on layoff and desires to return to that position.

Part-Time to Full-Time Status  If a part-time employee goes to a full-time status, he will be assigned a seniority date on the full-time list based on the date he was transferred to a full-time status. If said employee is laid off from his/her full-time position, he will be entitled to the first vacancy which occurs for a part-time employee within the department or such full-time position to which his/her seniority entitles him/her.

Full-Time to Part-Time Status  If a full-time employee goes to a part-time status, he/she will be assigned a seniority date on the part-time list based on his/her original seniority date. If said employee is laid off from his/her part-time position, he will be entitled to the first vacancy which occurs for a full-time employee within the department or such part-time position to which his/her seniority entitles him/her.

Casual Employees Status  A casual employee is defined as an employee who holds a position with zero authorized hours. Casual employees are included in the Union Security clause. Casual employees who do not work at two (2) shifts in the preceding four pay periods (i.e. two shifts total during that eight-week period) may be terminated from employment.

Student Seniority  The seniority of students will be based on the definition of a student as set forth in Article 1(d) herein. Students who are excluded from the contract but who later are covered shall be assigned a seniority date as of the date they become covered.

No Break of Seniority  There shall be no break in seniority during the period of a leave of absence.
**Temporary Employee Seniority** A temporary employee who replaces an employee on a leave of absence or vacation will accrue no seniority until such time as he becomes a permanent employee. Seniority shall date from the time he was classified as a permanent employee holding a regular full-time or part-time position.

**Quit - Rehire** In the event of a voluntary quit and subsequent rehire, seniority shall date from the date of most recent hire.

The Employer will indicate on its records whether a change of classification or department is voluntary or involuntary.

**Length of Service Increments During Leave of Absence** No credit for purposes of wage increments, vacation or sick leave shall be given during the period of a leave of absence, but an employee shall not lose service previously accrued.

(b) **Seniority Order**

Seniority shall be determined on the length of service of the employees in the following order:

1. Full-time employees in the department
2. Part-time employees in the department
3. Full-time employees outside of the department
4. Part-time employees outside of the department.

(c) **Layoff – Return Order**

In reducing employees, the Employer shall do so in reverse order of seniority except that special capabilities may be considered for positions requiring special skills. Vacancies or new positions shall be filled in order of seniority except that special capabilities may be considered for positions requiring special skills. Employees will be given two (2) calendar weeks’ notice of layoff.

Employees who are laid off shall have recall rights for up to six (6) months from the effective date of layoff. Employees shall be notified of recall by telephone and/or certified mail. They shall respond within ten (10) calendar days from date of notification. It is the employee’s responsibility to notify the Employer of any change of address or telephone number.

**Job Postings** The Employer shall bulletin vacancies that it seeks to fill for at least seven (7) calendar days.
On the date the employee commences his/her new position, he/she undergoes a trial period of up to fourteen (14) working days in order to demonstrate fitness and ability to do the work. If an employee clearly demonstrates an inability to perform the job in less than fourteen (14) working days, the trial period can be terminated and the employee returned to his/her previous position. The decision may, however, be the subject of a grievance.

An employee who transfers to replace an employee who voluntarily transfers is considered to be temporary until the other employee successfully completes the trial period. At the end of such time he/she will be considered to be permanent.

Employees may only voluntarily transfer to another position two (2) times each twelve (12) months.

(d) Reduction Other Than Layoff

In the event the Employer determines a need to reduce the number of employees scheduled or the number of hours on a particular shift because of changes in staffing needs, the following procedure will be utilized:

(1) Voluntary low need days or reduced hours will be requested from employees on the affected shift in accordance with staffing patterns established for that shift by the Employer. Each department shall maintain a list of those employees who have requested that they be given low need days or reduced hours. Voluntary low need days or reduced hours shall be determined by rotating seniority. Employer shall track all approved reductions on a monthly calendar to assure rotation. The calendar would start over each month.

(2) If the needed reduction is not accomplished by (1) above, employees will be required to take low need days or reduced hours on the basis of reverse seniority on the scheduled shift, provided the more senior employees are qualified and properly oriented to perform the available work. Employees working extra shifts shall be required to take a low need day or reduced hours before any regularly scheduled full-time or part-time employee. If more than one employee is working an extra shift, any overtime shifts/bonus shall be cancelled or reduced first. If more than one employee is working an overtime/bonus shift, the least senior overtime/bonus employee shall be cancelled or reduced.

(3) All eligible employees shall continue to accrue the following benefits when requested to take voluntary or mandatory low need days or reduced hours or for hours lost while serving as a member of the Union Negotiating Committee.
An employee responding to an Employer’s request to take a low need day or reduced hours may exercise his/her right to use accrued vacation or holiday pay.

In the event a full-time employee has the employee’s hours involuntarily reduced under Article VIII (d) above, by more than a total of eight (8) shifts within four (4) consecutive pay periods, the Employer will review the staffing needs in the employee's department and determine if layoffs are appropriate.

(e) Questioned Ability or Pay – Mutually Conditioned

If a question arises as to the capability of an employee to perform his/her duties after the above herein procedure has been used, that question and any other question incidental thereto pertaining to the employee’s classification and rate of pay shall be settled by mutual agreement between the Employer and the Union. If such question cannot be so settled, it shall be settled by arbitration as provided in Article II.

Article IX – Discharge - Quits

(a) No Discharges Without Just Cause

The Employer shall not discharge or suspend an employee without just cause. Drunkenness on the job, bringing intoxicating liquor on the premises, use of drugs, dishonesty or infraction of rules directly affecting patient comfort or safety, and possession of guns in the facility shall be considered grounds for discharge.

(b) Discharge – Suspension Notices – Copies to Union

A written notice of any discharge or disciplinary suspension shall be given the employee and a copy thereof shall be sent to the Union. The Union may file a written grievance relating to such discharge or suspension. Such grievance must be received by the Employer within seven (7) calendar days of receipt by the Union of the notice of discharge or disciplinary suspension. If such written grievance is filed as provided herein the parties shall promptly meet and attempt to resolve the matter. If the dispute is not resolved within fifteen (15) calendar days after receipt by the Union of the notice of discharge or disciplinary suspension, the matter may be referred to arbitration pursuant to the procedure set forth in Article II of this Agreement. Any demand for arbitration must be in writing and must be received by the Employer within thirty (30) calendar days of receipt by the Union of the written notice of discharge or disciplinary suspension.
(c) **Suspension – Time Limiting**

Disciplinary suspensions shall not exceed fourteen (14) working days.

(d) **Employee Quit Notices**

Any employee who wishes to quit shall give the Employer two (2) weeks’ notice.

(e) **Unjustified – Justified Suspensions or Discharges**

An employee charged with an offense involving discharge may be suspended without pay pending the hearing and decision on the charge. If the specified grounds for discharge are found to be justified, the arbiter may nevertheless suspend for a stated period of time without pay rather than uphold a final discharge.

**Article X - Wages**

(a) **Wage Scales**

For all existing employees, there will be a one (1%) per cent increase to their current base rate, retroactive to January 1, 2017, providing the bargaining unit member is employed on the date of ratification.

The wage scales for the classifications of work covered by this Agreement shall be shown in Appendix A attached. Scales shall continue to be on hold.

There shall be a new classification titled “Restorative Aide”. The rate of pay shall be an additional $.75 (seventy-five cents) added to the applicable base rate. Restorative Aides shall be scheduled every other weekend and holidays as nursing assistants at the applicable nursing assistant rate of pay.

The Employer further agrees not to grant full experience credit to new hires after January 26, 2004 and to monitor any credit given carefully so that a new hire is not paid more than an actual employee at the facility with like experience.

The Employer may, at its discretion, select lead persons in any classification at an hourly premium of fifty cents ($.50) per hour from among those employees who have at least twenty-four (24) months of service within the bargaining unit (if no employee has the twenty-four (24) months, the Employer can select from among any employee). Work performance and a good attendance record will factor in the determination of a lead. Any time an employee works as a lead, the employee will receive the premium. A lead person is an employee, identified by the supervisor, who organizes and delegates work for co-workers and provides on-the-job training of employees as needed. A temporary lead person will be paid the differential when asked to serve in that position during the vacation or other absence of the employee’s supervisor.

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Nursing Assistants working as a TMA will be paid a one dollar ($1.00) per hour differential for hours worked as a TMA.

Employees who are assigned job trainer responsibilities shall be, paid a forty-cent ($0.40) per hour premium for all hours worked in that capacity. A job trainer is an employee who is assigned by the supervisor on an “as needed” basis to provide on-the-job orientation and training for a new employee.

Part-Time Employee Increment Employees hired at the start rate (Step 1) shall move to the six (6) month step (Step 2) after the employee has been compensated for 1,040 hours. Such employees shall move to the one (1) year step in a similar manner. Employees shall progress to subsequent steps after the employee has been compensated for 2,080 hours since the date of the last increase (or appropriate hours equivalent of years between steps).

(b) Higher Rate May Be Paid

A higher rate than the minimum pay set forth above may be paid to an employee if the Employer so desires. Credit for experience in a same or similar position will be granted with documentation from previous employers. This documentation must be provided by the employee within sixty (60) days of the date of hire.

(c) Premium and Shift Schedules

Shift premium pay shall be thirty cents ($.30) per hour in addition to the above scheduled rates. Shift premium shall be paid to employees for all hours worked during the second or during the third shift. The second shift and third shift shall be any shift commencing at or about 1:00 p.m. and ending at or about 7:00 a.m.

(d) Advance Notice – 3-4 Hour Guarantee

Employees required to report for work will be guaranteed at least three (3) hours work in the dietary department or four (4) hours work in other departments. The foregoing provision shall not apply to any employees who desire to or prefer to work less than three (3) hours.

(e) “On-Call” Employees

Employees who are notified or alerted to be “on call” shall receive one-fourth (1/4) pay for any hours awaiting such call.

(f) Pay Days – Employer Computations
Definite pay days shall be established on a regular two-week period. An employee shall be permitted to know on what basis his/her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of his/her total take home pay, if requested. An employee whose regular day off falls on a pay day shall receive his/her pay check, if available, on the last scheduled work day before such pay day.

(g) Inservice Meetings

Should employees be required to attend inservice meetings, they will be paid at their regular rate of pay, including reporting time as provided in Paragraph (d) of this Article if applicable.

(h) Weekend Pay

Employees who work extra weekend hours shall receive $2.50 per hour weekend bonus in addition to their regular rate of pay, for all such hours worked. Extra weekend hours are those actually worked in excess of scheduled and posted weekends when requested by the Employer. Weekend bonus will be paid to an employee requested to work following a weekend where an employee has been on vacation. Traded weekend shifts will not qualify for the bonus.

(i) Education Reimbursement

The Facility shall pay the Employee one hundred percent (100%) reimbursement of tuition and required fees and books up to one thousand nine hundred dollars ($1900.00) per year, or the same benefit level as the non-contract benefit level, as it may be amended from time to time.

(j) Movement Between Classifications

When an employee changes from one classification to a higher paid classification, he/she shall receive the lowest rate of pay for the new classification or be placed on the closest step which represents an increase to his/her current rate of pay.

Employees transferred to a lower paid classification shall be placed on the wage scale, given experience credit for hours worked at Cerenity Senior Care.

Vacation and sick leave benefits shall also be based on length of service with the Employer regardless of any change of classification.

Article XI — Insurance and Retirement

(a) Health Hospitalization

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Eligible employees may participate in and be covered by the employer’s health/hospitalization insurance plan as it may be amended from time to time. The employer agrees to maintain in effect current or substantially similar benefits. In the event the employer is considering any significant changes in coverage or employee cost, the Union will be notified and allowed to meet and discuss the proposed changes with the employer prior to any final decision.

The Employer will provide health insurance benefits at the following percentages:

For employees authorized to work 60 to 80 hours per pay period, the Employer will pay 70% of the premium cost.
For employees authorized to work 48 to 59 hours per pay period, the Employer will pay 60% of the premium cost.

(b) Dental Insurance

Dental insurance eligibility changes to 48 hours per pay period

Eligible employees may participate in and be covered by the employer’s dental insurance plan as it may be amended from time to time. The employer agrees to maintain in effect current or substantially similar benefits.

The Employer will provide dental insurance at the same two tiers listed above for health insurance for the same time period.

(c) Life Insurance

Life Insurance eligibility changes to 48 hours per pay period.

Eligible employees may participate in and be covered by the employer’s group term life insurance plan as it may be amended from time to time. The employer agrees to provide a death benefit which is not less than one times the employee’s annual salary.

(d) Long-Term Disability Insurance

The Employer shall provide, at cost to the employee, a long-term disability plan. The Employer further agrees that should an Employer paid Long Term Disability Plan be offered to the non-contract employees, the Employer shall automatically provide the same benefit to the SEIU Healthcare Minnesota bargaining unit employees.

(e) Retirement

Eligible employees may participate in and be covered, by the employer’s retirement
plan, including vesting of 100% after five years of service, as it may be amended from time to time. The Employer agrees to maintain in effect current or substantially similar retirement benefits. The Employer will continue to cover employees under the Employer's retirement plan.

(f) The foregoing assurances regarding maintenance of current or substantially similar benefits in paragraphs (a) through (e) above shall be effective unless the insurance companies modify or terminate the plan or plans for lack of participation.

(g) The term “eligible employees” shall include part-time employees who work or are scheduled to work forty eight (48) hours per pay period and eligible for benefits under this Article.

(h) 403 B Tax Sheltered Annuity Plan

All employees will be able to participate in the 403B plan and contribute up to the plan limit. The Employer further agrees that should an Employer match be reinstated to non-contract employees, the Employer shall automatically provide the same benefit match to the SEIU Healthcare Minnesota bargaining unit employees.

(i) Flex Spending Program

The Employer will continue to offer its medical and dental flex-spending program.

Article XII – Social Security Continuity

The Employer and the Union shall cooperate and perform all acts necessary to insure coverage of any employees eligible for benefits under the Federal Social Security Act as said benefits may now or hereafter be applicable to any employee.

Article XIII – Labor Management Meeting

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

Meetings will be held when the occasion arises for discussion and/or resolution of reasonable and appropriate subjects, with the employer’s representatives and the union’s representatives in attendance.

Article XIV – Affirmative Action
The Employer and the Union agree that neither will discriminate against an employee covered by this Agreement with regard to any term or condition of employment because of race, religion, color or national origin, or sex and that both will promote equal opportunity in employment for all qualified persons.
Article XV – Contract Duration

This Agreement shall be effective as of October 1, 2016 through and including February 28, 2020. This Agreement shall remain in full force and effect from year to year thereafter unless either party shall notify the party in writing at least ninety (90) days prior to February 28, 2020 or February 28 of any year thereafter of its intention to change, modify or terminate this Agreement.

This Agreement shall be reopened on February 28, 2018 and February 28, 2019 for the purpose of negotiating wages and benefits upon written notification by either party at least 90 (ninety) days prior.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day of ___, 2017.

By ____________________________ By ____________________________
Care Center on Humboldt SEIU Healthcare Minnesota
Residence on Humboldt

Date May 3, 2017 Date 5/3/17

06/03/2017
Letter of Understanding
between
Cerenity Senior Care
and
SEIU Healthcare Minnesota

The parties agree to the following:

The Employer agrees to utilize Cerenity Senior Care’s interpretive resources and assist employees in locating resources in the community related to English as a second language classes.

By

Cerenity Senior Care

By

SEIU Healthcare Minnesota

Date 5/3/17
05/03/2017

Date 5/3/17
Letter of Understanding
between
SEIU Healthcare Minnesota
and
Cerenity Senior Care

Vacation Accumulation

Reserve vacation bank hours shall be incorporated into the available vacation balance. The maximum available will be 320 hours.

By
Cerenity Senior Care

Date
5/3/17

By
SEIU Healthcare Minnesota

Date
5/3/17

:KLH
Opelu#12
05/03/2017
Letter of Understanding
Between
SEIU Healthcare Minnesota
And
Cerenity Senior Care

The Parties have reached the following understanding concerning eligibility for dental and life insurance.

Employees who are enrolled for eligibility for dental and/or life insurance as of June 30, 2010 will be grandfathered for such benefits provided they maintain their current authorized hours as of June 30, 2010. If at any time these employees permanently decrease their authorized hours they will be subject to benefit eligibility per the contract. The Employer will provide the union with a list of grandfathered employees and their authorized hours.

By
Cerenity Senior Care

5.3.17
Date

By
SEIU Healthcare Minnesota

5/3/17
Date

05/03/2017
Letter of Agreement
Between
SEIU Healthcare Minnesota
And
Cerenity Care Center

The Parties have reached agreement to establish a Labor Management Committee to discuss mandating, call-ins and attendance concerns.

The first meeting shall be scheduled by mutual agreement within 30 (thirty) days of ratification. Future meeting times and dates shall be addressed by the Labor Management Committee. Meetings shall be scheduled monthly unless otherwise mutually agreed to.

By:  
Cerenity Senior Care  
Date  
5/3/17

By:  
SEIU Healthcare Minnesota  
Date  
5/3/17

05/03/2017
Appendix A
Cerenity Senior Care - Humboldt and SEIU Health Care Local 113
Base Rates Effective January 7th, 2016

<table>
<thead>
<tr>
<th>Title</th>
<th>Base Rate</th>
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<tbody>
<tr>
<td>First Cook</td>
<td>$12.97/hr</td>
</tr>
<tr>
<td>Second Cook</td>
<td>$11.67/hr</td>
</tr>
<tr>
<td>Housekeeper / Janitor</td>
<td>$10.90/hr</td>
</tr>
<tr>
<td>NAR</td>
<td>$13.75/hr</td>
</tr>
<tr>
<td>Laundry Aide</td>
<td>$10.75/hr</td>
</tr>
<tr>
<td>Dietary Aide/Dishwasher</td>
<td>$10.77/hr</td>
</tr>
<tr>
<td>Restorative Aide</td>
<td>$14.60/hr</td>
</tr>
</tbody>
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Note: Scales continue to be on hold

5/3/17