COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DULUTH NURSING REHABILITATION CENTER LLC
D/B/A BAYSHORE RESIDENCE AND REHABILITATION CENTER
(EMPLOYER)

AND

SEIU HEALTHCARE MINNESOTA
(UNION)

EFFECTIVE:

JANUARY 1, 2019

THROUGH

DECEMBER 31, 2021
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WAGE ADDENDUM

BONUSES ADDENDUM
PREAMBLE

This Collective Bargaining Agreement ("Agreement") is effective at 12:00 a.m. on January 1, 2019 by and between the Duluth Nursing Rehabilitation Center LLC d/b/a Bayshore Residence and Rehabilitation Center, Duluth, Minnesota facility ("Employer") and the SEIU Healthcare Minnesota ("Union").

ARTICLE I.
RECOGNITION

1.1. The Employer has recognized the Union as the exclusive bargaining representative of all full-time and regularly scheduled part-time Employees who regularly work for the Employer in the following classifications ("Employees") at the Employer's skilled nursing facility located at 1601 St. Louis Avenue, Duluth, Minnesota ("Facility"):  

1.2. INCLUDED: All full-time and regular part-time licensed practical nurses, certified nursing assistants, trained medication aides, restorative aides, dietary assistants, cooks, activities aides, laundry, housekeeping, ward assistants, except as specifically defined within this Agreement.  

1.3. EXCLUDED: Administrator, Department Heads, Registered Nurses, all professional employees, office, clerical, and administrative personnel, employees, temporary or on call employees, guards, managers, and supervisors as defined by the Labor Management Relations Act; of 1947, as amended.  

1.4. In the event of any sale, purchase, merger, or other transaction affecting ownership of the Employer's business, the Employer shall make known to the Union fourteen (14) days prior to the closing date of said transaction, the nature of the transaction and further shall make known to all parties to the transaction the terms and conditions of this Agreement.

ARTICLE II.
CLASSIFICATION OF EMPLOYEES

Employees shall be classified as follows:  

2.1. Regular Full-Time Employee: A regular full-time Employee is defined as an Employee who is regularly scheduled to work 60 or more hours per pay period.  

2.2. Regular Part-Time Employee: A regular part-time Employee is any Employee who is regularly scheduled to work less than 60 hours per pay period.  

2.3. On-Call Employee: An Employee who has no regularly scheduled hours and receives no benefits and is also not a member of the bargaining unit. Employee may, at the Employer's discretion, be removed from the on-call list if they do not pick up at least one (1) weekend per month, if the Employer has the work available. If a bargaining unit member accepts on-call status, this is considered a break in service. The Employee must cash out any earned PTO time at the time of the status change. If they return to the bargaining unit, a new hire date and anniversary date is assigned.

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2.4. **Temporary Employee**: An Employee who is employed for a specific duration of time or during a specific period of need during a calendar year. Not to exceed 90 days of duration.

**ARTICLE III.**
**BARGAINING UNIT**

**New, Modified, or Disputed Classification**

3.1. In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion in the bargaining unit of any current, new or modified job classification not specified in the “WAGE RATES” Addendum of this Agreement, the issue shall be submitted to the National Labor Relations Board (“NLRB”) for determination. Upon inclusion, by agreement between the Employer and Union, or by final order of the NLRB, of a new or modified job classification within the bargaining unit for which the Employer has recognized the Union as exclusive representative, the wage rate of such classification shall be negotiated by the Employer and the Union and the rate agreed upon shall become a part of this Agreement classification. The Employer shall notify the Union at least fourteen calendar days in advance of any proposed new classification or title, or employee transfer or promotion to such position or title.

**ARTICLE IV.**
**NO DISCRIMINATION**

**Equal Employment Opportunity and Prohibition of Discrimination**

4.1. The Employer agrees not to discriminate against any applicant or Employee with respect to his/her hiring, tenure or conditions of employment, nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of such individual’s race, color, creed, religion, age, sex or national origin, disability, disability related to pregnancy, marital status, sexual orientation, protected genetic information, status with respect to public assistance, harassment on the basis of sex, race, or any other protected characteristic or any other characteristic protected under any other federal, state or local statute, administrative regulation, or ordinance.

4.2. There shall be no discrimination on the part of either the Employer or the Union in favor of or against any Employee because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union.

**ARTICLE V.**
**MANAGEMENT RIGHTS**

5.1. **Management Rights.** Except as specifically limited by an express provision of this Agreement, Bayshore retains the exclusive rights to manage and operate Bayshore including, but not limited to the sole and exclusive right to:

A. Direct and schedule the working forces;

B. Plan, direct, and control all the operations and services performed in each department of Bayshore;
C. Promulgate, post, amend, and enforce, reasonable rules, and regulations governing the attendance, conduct, performance, and acts of employees; during work hours;

D. Assign job duties, responsibilities, and functions and employees;

E. Determine and direct the techniques, modes, and methods of providing resident care;

F. Decide the number of employees that may be assigned to any shift, position, or department;

G. Establish, increase, or decrease the number of work shifts and their starting and/or ending times;

H. Determine the equipment and/or methods to be employed in the performance of such work;

I. Determine appropriate staff levels;

J. Utilize temporary employees to supplement staff levels;

K. Eliminate or outsource departments or functions after providing the union at least fourteen (14) days advance notice;

L. Determine the number, location, and types of facilities, operations, and services;

M. Hire, promote, transfer, discipline, suspend, or terminate employees for just cause;

N. Train employees;

O. Implement and enforce Employee drug and alcohol testing policies, procedures and standards, to the extent required by applicable law.

ARTICLE VI.
PROBATIONARY PERIOD

6.1. Employees shall be probationary Employees for the first ninety (90) calendar days of employment from their most recent date of hire and during such period, may be disciplined or terminated without cause and without said discipline or termination causing a breach of this Agreement, and may not be challenged through grievance pursuant to this Agreement.

6.2. The Employer, however in special cases may require a thirty (30) calendar day extension of an Employee’s probationary period provided the notice is submitted in writing to the Employee and the Union no later than the end of the probationary period.

ARTICLE VII.
DISCIPLINE AND DISCHARGE

7.1. No Discipline or Discharge Without Cause
A. **Just Cause:** No employee shall be disciplined, suspended, or discharged without just cause. In case of discharge, the Employer will provide the employee the reason for the dismissal in writing. Except as specified in Section 7.1.B., the Employer shall provide at least one (1) written warning notice to the employee prior to discharge. The Employer will also provide a copy of any written warning and/or discharge notice to the Union. The Employer will promptly investigate any potential misconduct or violations.

B. No warning notice need to be given to an employee discharged for any of the following reasons:

1. Dishonesty.
2. Falsification of documentation and/or personnel and payroll information.
3. Physical or verbal harassment or abuse of co-workers, patients, residents, visitors, vendors, or management personnel.
4. Insubordination.
5. Reporting to work intoxicated or drinking on the job, or under the influence of unlawful substances.
6. Abuse or neglect of Vulnerable Adults as defined by the Vulnerable Adults Statute.
7. Unauthorized disclosure of private health information of residents or patients.
8. Theft of resident, employee or Employer property.

C. In the instance of a suspension pending investigation which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time, notice of suspension will immediately be sent to the union.

7.2. Rules of conduct and any changes or additions to the rules of conduct established by the Employer shall be made available to the Union representatives and posted for the employees.

7.3. In the event that an employee wishes to inspect his/her personnel file, he/she shall make such a request to the administrator or the Human Resources Coordinator. Upon receipt of such request, the Human Resources Coordinator and such employee shall agree on a mutually convenient time for the employee to inspect such file. Unless otherwise mutually agreed to, such inspection shall occur during normal business hours and shall take place as soon as possible following the date of said request, up to two (2) times per year.

7.4. An employee shall be entitled to Union representation upon request when being interviewed when such interview may result in discipline or termination of that employee.
For purposes of this section, Union representative means a designated Union steward, official Union representative, or Union co-worker selected by the employee.

At the time of the interview, the employee and the union steward (if requested by the employee) shall be given a copy of any written disciplinary action against that employee in connection with the subject of investigatory interview. A copy of the acknowledgement and written disciplinary action will be e-mailed to the union’s designated Internal Organizer.

7.5. The Employer will provide the Union with copies of notices of disciplinary suspensions, or discharges of Post-Probationary Employees.

ARTICLE VIII.
TERMINATION/RESIGNATION OF EMPLOYMENT

8.1. Employees covered by this contract electing to resign or quit their employment will give the Employer two (2) weeks (fourteen [14] days) written notice. The employee may leave sooner when a qualified replacement can be made by the Employer.

8.2. Employees who give proper notice of termination shall receive all earned, accrued and unused Paid Time-Off (PTO).

8.3. Employees discharged for cause or who fail to give proper notice of resignation as stated in Section 9.1 shall forfeit all accrued and unused earned PTO.

ARTICLE IX.
UNION – EMPLOYER RELATIONS

9.1. A Union representative shall be permitted to visit the Employer to ascertain that the provisions of this Agreement are being observed and to confer with bargaining unit Employees as follows:

The Union shall notify the Employer as to which Internal Organizer/Designee is assigned to the Employer.

9.2. Non-employee representatives of the Union may enter the premises in accordance with this provision to conduct proper union business. Union representatives must provide the Administrator or his/her designee at least 24-hours’ advance notice of the desire to enter the premises. Under extenuating circumstances, the Administrator may deny, limit, or restrict a visit depending on operational needs and circumstances. For safety and security reasons, Union representatives must enter the facility through the main doors; check-in and check-out with the Receptionist; and sign any required “Visitors” log. Union representatives may confer with bargaining unit employees during the employees’ non-working time only and only in non-working areas not open to residents and families, such as employee cafeterias, employee break areas or employee lounge areas. Any conferences or meetings between Union representatives and employees shall not interfere with facility operations and shall not interrupt the work of employees on working time for any reason. Union representatives will not enter enclosed work areas or other areas designated for

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residents and families that are not open to visitors other than employee cafeterias, employee break rooms, or employee lounge areas. Upon request and based on availability, the Employer will provide the Union with a designated room or non-working area to meet with the employees.

9.3. Up to five (5) Union Stewards/leaders shall be elected by the employees or appointed by the Union. The Union shall without delay give written notice to the Employer of the names of the Union Stewards/leaders and any subsequent changes, and the Employer shall recognize any such Union Steward/leader. Such Stewards/leaders shall have the right to receive and investigate grievances outside their scheduled working hours, but may do so during their scheduled working hours after receiving permission from their supervisor.

9.4. The Employer will allow the Union up to a maximum of twenty (20) minutes with new Employees during the Employee orientation process to provide a “Union Orientation” to familiarize the new employees with the Union’s role within the facility and the collective bargaining agreement. The Employer and the Union Steward/leader will determine a mutually agreeable time and place to conduct the Union Orientation. An Employer Representative involved with the employee orientation process may be present during Union Orientation.

ARTICLE X.
BULLETIN BOARD

10.1. Bulletin boards of equal size to the Employer’s shall be placed near the time clock and in the employees’ break room for the exclusive use by the Union for the purpose of posting Union notices and business. Adequate space shall be provided near the time clock for the purpose of job posting and such postings shall remain a full seven (7) days. The materials placed on said bulletin boards shall be removed by the Union when they have served their purpose. All materials placed on these bulletin boards shall be in good taste and promote harmonious relations between the Union and the Employer.

ARTICLE XI.
LABOR/MANAGEMENT AND SAFETY AND HEALTH COMMITTEE MEETINGS

11.1. The Employer and Union recognize and acknowledge their mutual responsibility to promote a safe workplace and will work cooperatively with each other to maintain a safe and healthy work environment. The Union will appoint three (3) members of the bargaining unit to a safety and health committee, which will be composed of three (3) Union members and three (3) or more members of management. The Employer will pay the wages of Union Committee members who attend scheduled safety meetings for their actual time at the meetings, up to a maximum of two (2) hours per month. The committee will provide assistance in identifying and eliminating potential safety hazards throughout the facility. The committee shall meet quarterly, or otherwise as needed, by mutual consent. No more than one time per month either party may request that the committee conduct a facility tour. Additionally, on their own time committee members shall become familiar with the production process and working conditions and will make recommendations to management to improve safety and health in the workplace. The
Employer shall consider all of the recommendations from the committee in good faith. The parties will attempt to resolve the issues identified by the safety committee in a timely manner. The Employer will prepare the official minutes for committee meetings and provide a copy of the minutes to the Union.

11.2 Health and Safety

The Employer shall provide employees a work environment that is free from hostile, abusive, and disrespectful behavior.

The Employer shall make all reasonable efforts to provide employees with safe and adequate equipment, working environment, break room, and facilities.

ARTICLE XII.
GRIEVANCE AND ARBITRATION PROCEDURE

12.1. Grievance and Arbitration. Should any differences or disputes arise over the interpretation of, application or compliance with the terms or provisions of this Agreement, there shall be an earnest effort on the part of both parties to settle promptly through the following Steps.

12.2. Step 1 Informal/Verbal Grievance. The Employee shall immediately first informally discuss the grievance with his/her immediate supervisor. A steward may accompany the aggrieved Employee, if he or she requests. Grievances relating to disciplinary actions shall be timely if received by the Employer within seven (7) calendar days of notice of the disciplinary action. No grievance shall be considered by any supervisor or representative of the Employer unless it is brought to the attention of the supervisor or a representative of the Employer within seven (7) calendar days of its alleged occurrence, except as hereinafter provided as to wages.

12.3. Step 2 Written Grievance. If the grievance is not resolved in Step 1, it shall be reduced to writing and submitted to the Employer’s Administrator/Designee based on the following time limitations:

1. A written grievance relating to any disciplinary action or question of contract interpretation must be received by the Employer within seven (7) calendar days of the employee receiving the disciplinary action or the union becoming aware of the event giving rise to the grievance;

2. A written grievance over the payment of wages must be received by the Employer within thirty (30) calendar days after the regular pay day of the period in which the alleged violation occurred;

3. A written grievance must specify the particular Article or Articles of the contract allegedly violated and state the specific remedy sought by the union or the grievant filing the grievance.
4. The Employer’s Administrator/Designee shall meet with the Union’s Business Representative or Designee in an attempt to resolve the grievance within five (5) calendar days of receipt of a written grievance. The Employer shall have seven (7) calendar days after the Step II conference to respond in writing to the grievance.

12.4. **Step 3 Mediation.** If the grievance cannot be settled in Step 2, prior to going to arbitration either party may request or reject mediation within seven (7) calendar days of the written response to the grievance from the Human Resources Coordinator.

12.5. **Step 4 Arbitration.**

1. **Arbitrator Selection.** 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 Employer and the Union shall each alternatively strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute.

2. **Authority of the Arbitrator.** The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement. 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 issue.

3. **Arbitrator’s Award.** The Arbitrator is to issue his or her award within thirty (30) calendar days following the close of the record or the submission of post-hearing briefs, absent mutual agreement of the parties. The award of the arbitrator shall be final and binding upon the Employer, the Union and Employee(s) involved. The fees and expenses of the arbitration (including the cost of a court reporter if either party requests that an official transcript be made of the proceedings), shall be divided equally between the Employer and the Union, provided however each party shall bear the expense of preparing and presenting its own case.

4. **Time Limitations.** The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. A party’s failure to respond to a grievance on any level shall be treated as a denial of the grievance. Failure to follow said time limitations for filing a grievance and/or demanding arbitration shall result in the grievance being permanently barred, waived and forfeited, and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

5. **Processing Grievances.** The parties’ obligation to process grievances or to submit any disputes to arbitration under this Agreement shall end upon the expiration of this Agreement, except with respect to grievances which arise prior to expiration of this Agreement.
ARTICLE XIII.
NO STRIKE AND NO LOCKOUT

13.1. The Union agrees that during the term of this Agreement there shall be no strikes, picketing, stoppage or slowdowns of work by the Union or any of its members. The Employer agrees that during the term of the Agreement, there shall be no lockouts by the Employer.

ARTICLE XIV.
SENORITY

Seniority of Employees Employed by Employer as of April 1, 2016

14.1. The seniority of Employees employed by the Employer as of April 1, 2016 will be based upon their most recent date of hire by a Facility employer.

Seniority of Employees Hired by the Employer After April 1, 2016

14.2. Employees hired by the Employer after April 1, 2016, and retained by the Employer after completion of their probationary period, will be credited with seniority as of their first day of employment with the Employer and their names will be added to the seniority list for their classification.

Basis of Seniority

14.3. Except as otherwise previously provided with respect to Employees previously employed by a prior employer, seniority will, for wage and benefit purposes, be based on an Employee’s most recent date of hire by the Employer. Seniority shall be by classification within each department based on an Employee’s most recent date of hire within or transfer to that classification. There shall be separate seniority lists for each classification which shall include full-time and part-time Employees. Employees working in more than one classification shall accrue all their seniority in their Primary Classification. An Employee’s “Primary Classification” shall be the classification in which the Employee is regularly scheduled to work the most hours. Primary Classification seniority shall control for all purposes (layoff, job bids, etc.), other than employee benefits and wage rates.

Seniority Lists

14.4. The Employer shall, on or before the thirtieth (30) day following the commencement of this Agreement, prepare and post seniority lists by classification of all Employees covered by this Agreement, specifying the seniority of each Employee. The Employer shall post a seniority list in a conspicuous place for Employees to view. Such lists shall be updated every three (3) months. The Employer shall forward a copy of said seniority list to the Union every three (3) months.

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Vacant Positions

14.5. All vacant positions, whether in existing or proposed new bargaining unit classifications, shall be posted seven (7) calendar days before being permanently filled. The Employer may make interim assignments to vacant positions. Such notice shall state the job classification to be filled and the anticipated shift of work and hours of work per pay period and the qualifications for the position.

14.6. Job related qualifications, as determined by the Employer, may include but are not limited to, related experiences and licensure and/or registration. The Employee with what the Employer determines to be the requisite qualifications, with the most seniority in the classification with the vacant position shall be awarded the position. If no Employee within the classification bids on the position, the most senior qualified applicant outside the classification shall be awarded the position.

14.7 Filling Temporary Vacancies

Any employee who would like to be considered for additional work shall sign up under the card system. Temporary assignments shall be filled by the Employer. The employee filling in the temporary position will return to his or her prior position when the leave concludes or the position is posted for a permanent fill. The temporary position will not exceed ninety (90) calendar days unless mutually agreed to by the Employer and the Union. The employer maintains the right to determine whether the temporary open position shall be posted. When an employee changes classification to fill a temporary vacancy, the employee will earn seniority in that temporary classification. If an employee is on a paid Leave of absence, the employer will hold the slot open for three (3) months, this time may be extended by mutual agreement between the employer and the union. In the event that there is mutual agreement the process may be changed for updated technology or improved process.

Transfers

14.7. Employees voluntarily transferring from one classification to another will accrue seniority, from the date of transfer to the new classification. Employees involuntarily transferred from one classification to another shall retain all previously accrued seniority.

Layoffs/Reductions/Recall

14.8. In reducing the number of Employees or making a reduction in hours, the Employer will determine the number of positions to be reduced within the Facility, Department, Unit, or classification. Subject to the preceding sentence, permanent layoffs shall be made in reverse order of seniority. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for up to a maximum of twelve (12) months. The Employer will make a reasonable effort to give two (2) weeks’ notice of impending permanent layoff to affected Employee(s). With respect to reduction in hours due to resident census fluctuations, case mix fluctuations, and other factors which cause the Employer to temporarily reduce staffing levels, the Employer may temporarily reduce
hours by soliciting Employees to voluntarily reduce their hours, and/or by reducing the lengths of Employee(s’) shifts.

14.9. Employee eligibility for various Employer benefit plans shall be determined by the eligibility requirements of each plan. Employees who move among classifications shall retain their dates of hire and/or total compensated hours for purposes of determining employee benefit plan eligibility and benefit accrual rates.

ARTICLE XV.
HOURS OF WORK AND OVERTIME

Work Week Schedules

15.1. The typical weekday work schedule begins with the start of the 10:00 p.m. evening shift on Sunday and extends to the commencement of the 10:00 p.m. evening shift on the following Friday. The typical weekend work schedule begins with the 10:00 p.m. evening shift on Friday and ends with the commencement of the 10:00 p.m. evening shift on the following Sunday.

Shift Schedules

15.2. Although employees’ specific shift “start and stop” times vary for certain employees, and departments, depending on census and business needs, typical daily shift schedules may be as follows:

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<th>Shift</th>
<th>Time</th>
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<tr>
<td>Day Shift</td>
<td>6:00 a.m. – 2:30 p.m.</td>
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<tr>
<td>Afternoon Shift</td>
<td>2:00 p.m. – 10:30 p.m.</td>
</tr>
<tr>
<td>Night Shift</td>
<td>10:00 p.m. – 6:30 a.m.</td>
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Scheduling

15.3. Time Clock. Employees must punch in and out for each shift using the time clock located at the employee entrance. It is the responsibility of the employee to notify the scheduler or supervisor the same day if the time clock was unable to record their punch.

15.4. Daily and Weekly Schedules. The determination of the daily and weekly schedule is based upon seniority and is left to the exclusive discretion of the Administrator or the Administrator’s designee. The schedule for all Full-Time and Part-Time employees for the pay period shall be posted two weeks from when the pay period begins. All requested days off will be submitted to Human Resources or departmental designee in writing at least two weeks prior to the posting of the schedule. All open shifts will be posted by the Employer at least one week prior to the posting of the schedule, to allow employees to submit requests in writing to work additional shifts. Such requests are due by 2:00 p.m. on the Tuesday prior to the posting of the schedule and will be processed in seniority order. Once the schedule is posted, employees are responsible for working all of their shifts, and must find their own replacement to cover their shifts except due to approved funeral, jury leave or PTO, or immediate family emergency.
A. Once a schedule is posted, it may not be changed except by mutual agreement between the Employer and the employee or employees involved. In the event that mutual agreement cannot be obtained with respect to a change in scheduling, department seniority shall prevail.

B. When an employee is hired for a designated “day,” “afternoon” or “night” block, he or she should not be made to work any other block with the possible exception in emergency situation, or if necessary to accommodate medical-related restrictions.

15.5. **Mandatory Hours.** No employee with less than 45 days service will be mandated. Any employee who picks up an unscheduled, open shift will not be mandated on that day. The Employer can mandate hours and require that an employee stay on duty after the end of their shift to fill open hours arising during the shift due to call-ins. The following procedure shall apply to filling the mandatory hours: (1) the Employer must first designate the open hours as mandated; (2) the mandated hours will first be offered to the most senior qualified employees; (3) should no one accept the offered hours, the least senior qualified employee on-premises must work and will be compensated at the rate of one and one half (1.5) of their regular hourly rate for each hour worked until a replacement can be found. An employee cannot be mandated more than one time per 14-day period, nor can they be required to work more than sixteen (16) hours in one day. However, there will be no limit to the number of open shifts the employee may voluntarily work. Employees choosing to pick up shifts under this section are not permitted to bump regularly scheduled employees from their normal work area.

15.6. **Scheduling Extra Hours. Overtime and Temporary Assignments.**

A. Employees must see the Facility scheduler to pick up shifts. Shifts will be awarded by seniority to ensure that Facility and resident needs are met.

B. **Assignment of Overtime Hours:**

1. The department head or his/her designee will make one telephone call attempt to offer the hours the employee has requested to work. Calls will be made in the order of seniority within each job classification. Documentation of such call will occur.

2. If the employee refused the overtime hours offered, the employee’s card may be removed from the file for the duration of the involved scheduling period.

3. The caller may offer any or all available work to each employee reached by phone.

4. If the employee fails to report when scheduled under these provisions, he/she will be subject to discipline.
5. The Employer may skip any employee who it feels would be unqualified or inappropriate for the assignment. Otherwise the assignment will be offered in the order of seniority.

Reporting an Absence

15.7. Employees who will be absent from duty must personally notify their shift Supervisor and Human Resources prior to the start of the employee’s scheduled shift, but no later than at least (2) hours prior to the start of the scheduled day shift or (4) hours prior to the start of the scheduled evening or night shift.

15.8. The employee must make the call him/herself, unless a verifiable emergency situation renders the employee incapable of making the call. Simply advising the receptionist or a coworker or leaving a voicemail message is not acceptable notification for these purposes. The employee must explain why he/she will be absent and when the employee expects to return to work.

15.9. The employee must continue to give such notice of absence each day. If the employee’s return date has been determined by a physician, the employee may report the estimated date of return.

15.10. An employee who has unreported absences for two (2) consecutive scheduled days or two (2) unreported absences in a six (6) month period is considered to have voluntarily resigned his/her employment at Bayshore.

Weekend Call-Ins

15.11. All employees calling in unable to work on a weekend will be placed on a list to be rescheduled as needed from the top of the list with their name then stricken from the list upon rescheduling. If a vacation or a leave of absence has been scheduled, the employee will not be rescheduled during that period. After forty-five (45) days, not including PTO or leave of absence time exclusions, employees who have not been rescheduled shall be stricken from the list.

Meal and Break Period

15.12. All employees shall be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. However, two (2) rest periods shall be provided whenever an employee is required to work seven (7) or more hours in a work day. All lunch periods shall be on employees’ own time and rest periods on the Employer’s time. Rest periods and lunch periods for the individual employees shall be scheduled by the Employer so as not to interfere with the operation of the Employer’s Facility.

Employees should not clock in and out for meal breaks unless they leave the facility premises. All regularly scheduled meal breaks will be automatically deducted by the time clock. If an employee regularly scheduled to take a meal break is asked to work during their meal break, the employee must submit a Time Clock Adjustment Form to Human Resources. Time Clock Adjustment Forms will be readily accessible to all employees. If
an employee is concerned about Supervisor retaliation for requesting payment for working through a lunch break, they should immediately notify the Administrator or the Corporate Compliance Officer.

Scheduling Pattern

15.13. The Employer will use its best efforts to maintain a stable scheduling pattern. In the event that it is necessary to change the existing scheduling pattern, the Employer will use it best efforts to give as much notice as possible to affected employees. Scheduling patterns will not be changed in an arbitrary, discriminatory or capricious manner. The pattern of scheduling shall provide the employees shall not be scheduled to work more than seven (7) consecutive days, the alternative weekends (Saturday and Sunday) off, except in cases of mutual agreement between the Employer and the employee. An employee who bids, holds or relieves more than one (1) slot in the same day shall not be considered to be working a split shift.

Meetings During Non-Working Time

15.14. The Employer will use its best efforts to schedule meetings and in-services or other mandatory meetings in conjunction with employees’ regular shifts. The Employer agrees that for all such meetings, other than State mandated meetings, the Employer will post notices of not less than seven (7) days. For all such mandatory meetings, other than those mandated by the State, the Employer will schedule not less than three (3) sessions to be held in a ten (10) day period. No more than three (3) such mandatory meetings shall be scheduled per year unless compliance issues require additional meetings. Special provisions will be made for employees who are on vacation or leave of absence during this time. If an employee accumulates overtime hours as a result of attending such in-service courses, the Employer agrees to pay overtime due and owing to such employee pursuant to the provisions of this Agreement. At the Employer’s option, the Employer may offer such in-service courses in the form of tapes, transcripts, or otherwise.

ARTICLE XVI.
HOURLY COMPENSATION

16.1. Minimum Scale of Wages. The minimum wage scale for the classifications of work covered under this Agreement shall be as outlined in the Wage Addendum attached at the end of this agreement.

16.2. Service Credit for Previous Experience. Credit for Previous Experience: At the Employer’s discretion, newly hired employees may be given credit on the wage scale for immediate previous comparable experience up to seven (7) years.

16.3. Payment of Wages.
A. Pay Period: For compensation purposes, the pay period is composed of fourteen (14) consecutive days commencing at the beginning 12:00 a.m. Sunday and extending to the end 11:59 p.m. on the Saturday fourteen (14) days later.

B. Pay Day: Employees shall be paid bi-weekly on the same Friday as now practiced. The hours to be paid for shall be the same for the pay period as the work schedule.

C. Distribution of Paychecks: Every effort shall be exercised to have the payroll checks ready for distribution and to commence distribution by 1 p.m. on the Friday payday.

16.4. Correction of Payroll Errors. Payroll errors in excess of eight (8) hours of pay will be corrected within the two (2) business days of error notification. Errors less than eight (8) hours of pay will be corrected on the employee’s next regular paycheck.

16.5. Overtime Compensation.

A. Overtime Rate: Overtime shall be worked only as required by the Employer. All overtime worked must have prior approval of the employee’s immediate Supervisor. Employees who work overtime will be compensated at the rate of time and one-half their regular hourly rate for each hour worked in excess of forty (40) hours in a workweek.

B. There shall be no pyramiding of overtime. Employees shall not take time off in lieu of overtime pay.

16.6. Shift Differentials. The Employer shall pay shift differentials in the amount of:

<table>
<thead>
<tr>
<th>SHIFT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekday Evening</td>
<td>$.20/Hour</td>
</tr>
<tr>
<td>Weekday Night</td>
<td>$.35/Hour</td>
</tr>
<tr>
<td>Weekend Evening</td>
<td>$.30/Hour</td>
</tr>
<tr>
<td>Weekend Night</td>
<td>$.45/Hour</td>
</tr>
</tbody>
</table>

16.7. Reporting Pay. Any employee who is required to report to work for other than their regularly scheduled shift shall be guaranteed a minimum of four (4) hours pay unless the employee chooses to leave, at which time the employee shall only be paid for time worked. If an employee is required to come in for anything other than shift work, the employee shall be guaranteed a minimum of two (2) hours pay or actual time.

2/1/19
ARTICLE XVII.
HOLIDAYS

17.1. Paid Holidays. Regularly scheduled full-time employees who have completed the ninety (90) day probationary period shall be granted six (6) designated paid holidays as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day,

which are included in the employees' paid time off (PTO) accrual.

Pay for Holidays Worked. When an employee is scheduled to work on a designated holiday, the employee will be paid at one-and-one-half (1-1/2) times their regular hourly rate of pay for each hour worked on all holidays except Thanksgiving and Christmas. Hours worked on Thanksgiving and Christmas will be paid at double time.

17.2.

17.3. Scheduling Holidays. All employees will be scheduled their normal weekly schedule pattern during recognized holidays, with the exception of Thanksgiving Day and Christmas Day. Holiday scheduling requests for Thanksgiving Day and Christmas Day will be granted by seniority. On-call employees will be required work a holiday shift on either Thanksgiving Day or Christmas Day unless a full-time or part-time employee elects to work the shift.

17.4. Eligibility. In order to be eligible for holiday pay, an employee must have worked his/her regularly scheduled work day before and after the holiday unless she/he is on excused illness, approved leave, or on approved PTO. Employees will not be eligible for the holiday premium if the employee has an unscheduled absence either the scheduled work day before or the scheduled work day after the holiday.

17.5. Christmas and New Year’s Holidays. New Year’s and Christmas holidays begin at the beginning of the evening shift on the holiday-eve and run through end of the evening shift on day of the Holiday. All other recognized holidays begin at the start of day shift on the holiday and run through the end of the night shift on the following day.

17.6. Holiday During Vacation. A holiday falling within a vacation period shall be paid as a holiday. No employee shall be made to return from vacation to work a holiday.

ARTICLE XVIII.
LEAVES OF ABSENCE

18.1. Military Leave. Military service by an Employee shall be handled in compliance with applicable state and federal law.
18.2. **Family and Medical Leaves.** Employees will be eligible for family and medical leaves in accordance with the Employer’s FMLA policy and applicable law.

18.3. The Employer shall have the right to adopt policies, procedures and forms related to such legally required leaves.

18.4. **Bereavement and Funeral Leave.**

   A. Employees may take bereavement leave for up to three (3) consecutive, regularly scheduled workdays in the event of the death of an Employee’s spouse, domestic partner, child, step-child, grandchild, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, and stepparents. Employees must provide information as required by the Employer.

   B. Full-time Employees will receive their regular pay for up to three (3) consecutive, regularly scheduled workdays. Pay for bereavement leave is equal to eight (8) hours at the Employee’s regular rate of pay. Additional time off without pay may be arranged with approval of their immediate supervisor. For full-time Employees, time off for bereavement leave is unpaid only for any work week in which the Employee performs no work. Bereavement leave for part-time Employees is unpaid.

   C. In all cases where bereavement leave is approved but unpaid, Employee may, at their election, apply accrued vacation time to the absence.

18.5. **Jury Duty.**

   A. Subject to the requirements of this policy, any Employee summoned for jury duty will be excused from work in order to serve.

   B. A regular Employee will be paid the difference between the amount received from the court for jury duty and the Employee’s regular daily wage for those scheduled work hours necessarily missed due to jury duty service, for up to a maximum of ten (10) days per calendar year. The Employee must present the jury check or a statement from the court as evidence of the Employee’s services as a juror.

   C. If time off for jury duty is unpaid, Employees may elect to apply PTO to the time off. Subject to the terms and conditions set forth below, any absence for jury duty will be considered excused, and during any unpaid period of such leave, Employee will be treated in the same manner as any other Employee on unpaid leave.

   D. Employee must provide a copy of the jury summons to Human Resources upon receipt (but in no event less than seven (7) business days before Employee’s appearance is required) in order for Employee’s absence to be considered excused.

18.6. **Other Leaves of Absence.**

   A. The Employer will offer Employees all other leave required under applicable law.
B. Eligibility & Requests for Leave of Absence

Full-Time and regular part-time employees with a minimum of twelve (12) months of service with the facility may be eligible for a leave of absence for personal or medical reasons. All leaves of absence shall be requested in advance and in writing on a form provided by the Employer, except when a legitimate emergency prevents the employee from doing so. Requested leaves of absence will not be reasonably denied. All leaves of absences granted shall be in writing and for a specific period of time. Employees must adhere to the Employer's procedures for leaves of absence, complete all leave paperwork, and provide all necessary documentation. All leaves shall run concurrently with each other for the purpose of timelines.

C. Personal Leave

Eligible employees may request a Personal Leave not to exceed thirty (30) days. Such leave shall not be unreasonably denied.

D. Union Leave

The Employer shall grant the necessary time off without loss of seniority to any employee designated by the Union to attend steward education or to serve in any capacity of official Union business. Whenever possible a two (2) week notice or longer will be given to the Employer.

E. Other Leaves of Absence

The Employer shall use reasonable and fair judgment in determining whether or not an Employee shall be granted a leave of absence. Such leaves shall run to a maximum of three (3) months for Employees.

F. Benefits While on Leave

Employees on leave of absence without pay shall not have their anniversary date of hire changed because of leave of absence. Employees on leaves shall not accrue benefits unless otherwise required by law.

G. Return from Leave

Upon return to work from a leave of absence of six (6) months or less, the employee shall be restored to the job, shift, number of days and station previously held. Employees shall be returned to work within five (5) calendar days of written notification that the employee has been released to return to work.

H. State and Federal Law Conformity

In the event of the leave of absence of this agreement is in conflict with existing or subsequently enacted of State and/or Federal Statutes, it is understood that such Statute(s) will apply to Article XVIII.
ARTICLE XIX.
PERSONAL TIME OFF (PTO)

19.1. Personal Time Off. PTO is paid time off for eligible Employees who are regularly scheduled to work thirty (30) hours or more per week (sixty (60) hours or more per pay period). PTO is a comprehensive paid-leave program that combines vacation time, sick time, and, holidays into a single benefit award; it may be used for vacations, personal time, illness, injury, or as part of a medical leave or sick child leave and as otherwise required by applicable law.

19.2. Accrual of PTO. Each eligible Employee is credited with PTO hours on a pro-rated basis based on their regular hours worked in a two-week pay period and their length of service to Bayshore.

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>MAXIMUM PTO DAYS PER YEAR</th>
<th>HOURLY ACCRUAL RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>90 day - 1 year</td>
<td>10</td>
<td>0.0384</td>
</tr>
<tr>
<td>1 year - 2 years</td>
<td>16</td>
<td>0.0615</td>
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<tr>
<td>2 years - 5 years</td>
<td>20</td>
<td>0.0769</td>
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<tr>
<td>5 years - 10 years</td>
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<tr>
<td>10 years - 15 years</td>
<td>28</td>
<td>0.1076</td>
</tr>
<tr>
<td>15 years - 30 years</td>
<td>30</td>
<td>0.1153</td>
</tr>
<tr>
<td>30+ years</td>
<td>32</td>
<td>0.1230</td>
</tr>
</tbody>
</table>

Eligible employees may “cash-out” available PTO during the month of December, provided they comply with the Employer’s procedures for requesting PTO cash-out, according to the following schedule:

<table>
<thead>
<tr>
<th>COMPLETED YEARS OF SERVICE</th>
<th>MAXIMUM HOURS WHICH MAY BE CASHED OUT</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years</td>
<td>40</td>
</tr>
<tr>
<td>10 years</td>
<td>80</td>
</tr>
<tr>
<td>30 years</td>
<td>112</td>
</tr>
</tbody>
</table>
19.3. **PTO Eligibility.**

A. Part-time Employees regularly scheduled less than 30 hours per week do not accrue PTO.

B. For full-time Employees (regularly scheduled to work 30 or more hours per week) PTO begins to accrue upon hire but cannot be used until after the Employee completes a ninety (90) day introductory period.

C. Change of Status: An Employee who changes status (e.g. part-time becomes full-time) and becomes eligible for PTO will begin to accrue PTO on the effective date of the status change provided the Employee maintains the full-time status. If the change in status results in ineligibility for PTO (e.g., full-time becomes part-time) the accrual of PTO will end on the effective date of the status change.

19.4. **Benefit Year.** The benefit year for the PTO program is the calendar year ending December 31.

19.5. **Carryover and Cash-out.** Employees may carryover unused PTO into the next calendar year at the Employee’s status when earned. Any accrued unused PTO above two hundred (200) hours will be forfeited after December 31 each calendar year, unless the Employee requested and was denied using PTO by the Employer.

19.6. **No Borrowing.** Employees may not borrow against future or anticipated PTO eligibility.

19.7. **PTO Utilization.**

A. To utilize PTO for short-term illness, the Employee must notify their supervisor, Human Resource Director, or designated person in charge at least two (2) hours prior to the beginning of their shift.

B. Doctor’s Slip: A doctor’s slip may be requested for illness of three or more days,

C. To utilize PTO for vacation purposes, an Employee must submit the request two (2) weeks prior to, but not more than ninety (90) days prior to the date of request. The request will take preference by seniority in granting time-off.

D. Approval of PTO: Approval of PTO requests is solely within the discretion of the Employee’s Department Head and/or Administrator and may be granted as the schedule permits. Approval or denial of PTO will be given to the Employee within 14-days of the request.

E. If one Employee has been granted PTO, a second Employee who requests PTO may find his/her own replacement and notify the scheduler, so long as the replacement does not result in overtime.

F. PTO shall be paid as according to the Employee’s scheduled days/hours.
G. PTO will not be paid to an Employee who has an unscheduled absence either the day before or the day after a scheduled absence or Premium Holiday.

19.8. Scheduling PTO During the Prime Season.

(Between Memorial Day and Labor Day)

A. Requests for PTO between Memorial Day and Labor Day must be submitted to the Employer by March 1st. Such requests shall be in one week blocks and shall contain the Employee’s first, second and third choices.

1. Requests for individual days off will not be scheduled through this process.

2. In the event two Employees have selected the same PTO weeks, the most senior Employee’s request shall have priority.

3. The junior Employee shall be granted his/her next available choice according to department seniority.

4. If none of an Employee’s PTO choices are available, the Employer shall inform the Employee of available choices remaining, prior to moving down the seniority list.

B. PTO granted during the period of Memorial Day to Labor Day, shall be limited to two (2) weeks for those Employees who have worked more than five (5) years, and limited to one (1) week for Employees who have worked less than five (5) years.

C. All requests shall be returned to Employees with approval or denial by April 1st. Once Employer has approved an Employee’s vacation schedule, that vacation schedule is guaranteed except in the event of a facility emergency or of regulatory action pending regarding the facility.

D. Requests for PTO not scheduled through this process shall be considered on an “as available, first come, first served” basis.

ARTICLE XX.
INSURANCE

Health Insurance
Dental Insurance
Vision Insurance

20.1. During the life of this Agreement, the Employer will offer or provide Health, Dental and Vision, to Employees covered by this Agreement under the same terms and with the same coverage, eligibility requirements, deductibles, Employer contributions, limits on the Employer’s contributions, carriers, premiums, enrollment periods and other aspects of plans as the Employer offers to other hourly paid Employees.
20.2. The Employer shall have the right to amend the foregoing plans, including coverage eligibility criteria, deductibles, Employer contributions, limits on the Employer’s contributions, carriers, premiums, enrollment periods, and other aspects of the plans, provided any such amendments are also applicable to other of the Employer’s hourly Employees. The Employer agrees to give the Union and Employees notice in advance of any such changes, but shall not be obligated to bargain with the Union regarding any such changes.

20.3. Medical Insurance. The Employer and employees shall share insurance premiums as follows:

<table>
<thead>
<tr>
<th>COVERAGE:</th>
<th>EMPLOYER CONTRIBUTION:</th>
<th>EMPLOYEE CONTRIBUTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee only</td>
<td>80%</td>
<td>20%</td>
</tr>
<tr>
<td>Employee + Child</td>
<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td>Employee + Children</td>
<td>75%</td>
<td>25%</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>60%</td>
<td>40%</td>
</tr>
<tr>
<td>Family</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

ARTICLE XXI.
UNIFORMS

Unless the Employer provides uniforms to employees, each employee regularly scheduled to work 60 or more hours per two week pay period will be reimbursed $150 per year and workers regularly scheduled to work less than 60 hours per pay period will be reimbursed $100 per year for purchase of uniforms. Receipts will be required, but the allowance will be subject to applicable taxes and paid out on the employee’s regular December paycheck. If the Employer does provide uniforms, the parties agree to meet to explore that process.

ARTICLE XXII.
RETIREMENT SAVINGS PLAN

The Employer will offer a retirement savings plan (“Plan”) to Employees. The Employer shall determine, and may modify without notice to or bargaining with the Union, all aspects of that Plan, including but not limited to the Plan administrator, investment options, contributions, and any other aspects of that Plan. The employer agrees to match one percent (1%) of employee contributions with six to ten (6-10) years, two and one half percent (2.5%) for ten to fifteen (10-15) years, and three and one half percent (3.5%) percent of employee contributions for employees with more than fifteen (15) years.
ARTICLE XXIII.
UNION SECURITY

23.1. Union Security.

There is a Collective Bargaining Agreement between the Employer and SEIU Healthcare MN, covering wages, hours of work, and other items and conditions or 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 two following choices:

Employees may elect to become a Union member and participate fully in the affairs of the Union by paying per pay period dues.

Employees may choose not to become a Union member and pay a service fee. 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 Employee’s may voluntarily elect to have Union Dues and fees deducted from their checks and sent to the Union.

All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life if this Agreement remain members of the Union in good standing as a condition of employment. “In good standing”, for the purpose of this Agreement, is defined to mean payment of standard regular 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 a service fee not to exceed the standard 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 first regularly scheduled due date for member dues/fees following the sixty first (61) day of employment. 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.

Any Employee electing to pay the service fee who is delinquent in making payments required herein for more than thirty (30) days shall be terminated by the Employer. Termination shall occur within a reasonable time after the Employer’s receipt of written demand for termination from the Union.

23.2. Dues Deductions.
The Employer agrees to deduct Union dues, or comparable service fees for employees electing not to become Union members who voluntarily provide the Employer with a written authorization to make such deductions. The written authorization shall 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 in the month following the actual withholding, together with a record of the amount, social security number, and name of those for whom such deductions have been made.

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

It is agreed that employees may express authorization of dues deductions by submitting written authorizations or through legally authorized electronic methods such as online deductions authorization or voice authorization or other electronic methods allowed under controlling federal or state law. The Union shall provide the Employer with written notification of the names of those who have authorized deductions, including a copy of the employee’s authorization upon request.

The parties agree to implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing, procedure for revocation, window periods and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee’s membership in the Union.

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

The Union will also send copies to the Employer of the various warning notices sent to the member pursuant to its present practice.

If the employee does not remain in good standing, as defined above, the Employer shall terminate the employee.

In the event that any provision or requirement of this article is determined to be legally invalid by a final decision of a court or agency of competent jurisdiction or by applicable federal or state legislation, the remainder of this Article will remain in full force and effect, and the parties will meet to negotiate, a substitute provision of the invalid provision that furthers the parties’ intent while meeting the requirements of applicable law.

Effective January 1, 2019, SEIU Healthcare will be moving to a percentage dues system which shall be based on each member’s gross pay under the Collective Bargaining Agreement. There will continue to be minimum and maximum monthly dues.

23.3. Employee Lists. Each pay period, the Employer shall send to the Union, in a sortable, electronic format (i.e. excel) the following (1-6) information:
1. New Hires: name, hire date, address, phone number, classification, rate of pay, social security number and number of hours worked per pay period.

2. Terminated Employees: name, termination date, classification, rate of pay, social security number.

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

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

5. Hourly Reports: lists of all employees in the bargaining unit with actual hours worked by pay period, along with name, social security number, pay period the hours cover, and the actual amount of dues deducted.

6. Annually: name, social security number, gross collective bargaining wages, and annual dues deduction.

7. Seniority List: one list of all employees in the bargaining unit by seniority with compensation hours and one list alphabetically to be sent in January and July, and posted in the employee breakroom.

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

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.

23.4. Conscientious Objection.

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment; except that such employee shall be required in lieu of periodic dues or service fees to pay to a non-religious, non-labor organization charitable fund exempt from taxation under Section 501(c)(3) of Title 26, the sum equal to such dues or service fees at the same time requirements as applies to employees who join and become members of the Union, or who pay a service fee. Failure to abide by these time limits and furnishings proof thereof to the Union shall subject the employee to be terminated from employment. Evidence of payment shall be furnished by the employee.

23.5. Indemnification.

If a dispute occurs between the Union and an employee over the deduction of dues or service charges or from any claims of an employee who is terminated for not remaining in
good standing as defined above, the Union shall defend and indemnify the Employer for and against all claims and liability.

23.6. **SEIU Lobby Day.**

The Employer agrees to replace two SEIU Healthcare Minnesota Members on the schedule and pay eight (8) hours of lost time with a thirty (30) day notice to participate in a SEIU Healthcare Minnesota-sponsored Lobby Day to promote funding for nursing homes if the Lobby Day is on an Employee’s regularly scheduled day to work. Verification of actual participation such as a certificate of attendance signed by the Union Internal Organizer is required for payment. The Member will be selected by the Internal Organizer.
ARTICLE XXIV.
DURATION AND CHANGES

Duration, Termination, Changes, and Reopening

24.1. Except as otherwise provided below, this Agreement shall become effective at 12:00 a.m. on January 1, 2019 and shall remain in effect through 11:59 p.m. on December 31, 2021.

24.2. The Agreement shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90), but not more than one hundred twenty (120) days prior to January 1, 2021, of any year thereafter if it is automatically renewed.

In witness whereof the undersigned have caused this Agreement to be executed the day and year first above written.

EMPLOYER:

By: [Signature]

Date: February 20, 2019

UNION:

By: [Signature]

Date: February 21, 2019
### HOURLY WAGE RATE ADDENDUM for 2019

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<th>Step</th>
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</tr>
</thead>
<tbody>
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### HOURLY WAGE RATE ADDENDUM for 2020

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2/1/19
### HOURLY WAGE RATE ADDENDUM for 2021

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1. The wage rates reflected above will become effective January 1, 2019, January 1, 2020, and January 1, 2021 and will apply to all employees.

2. All employees will be eligible to receive Step increases as they advance to new Steps.

3. The Employer may place employees hired on or after January 1, 2017 ("New Hires") on the above scale, at the Employer’s discretion, at any Step through Step 7, based upon the Employer’s assessment of the newly hired employee’s skill, ability, and experience.

4. If the Employer hires a New Hire at a starting wage rate that is higher than the wage rate of any employee with the same or more experience, the Employer will increase the current employee’s wage rate to that of the New Hire’s new hire rate.

5. The Employer shall have the right to unilaterally increase hire rates, for Steps 1 through 7, by up to $1.00 per hour, after providing a Union business representative or his/her designee with notice.

6. TMA Differential: Add $1.50 to the employees back wage rate for hours worked as a TMA.

7. Cooks’ Differential: Add forty ($.40) per hour to the applicable “service” rate, for hours worked by a “service” employee actually cooking.
ADDENDUM REGARDING BONUSES

1. Nursing Staff Bonus for Picking Up Shifts.

To the extent that nursing staff pick up shifts as approved by the Employer’s Human Resources Department or its designee, and which do not include shifts picked up because of employees’ exchange of shifts/hours, the Employer will pay $3.50 per hour for shifts picked up on weekdays, and $6.00 per hour for shifts picked up on weekends, in accordance with the Employer’s policies and procedures, which the Employer may establish, modify, and enforce. If, however, nursing staff fail to report for work as scheduled during any scheduled shift during a payroll period, the employee is not eligible to receive a shift pick-up bonus during that payroll. On-call employees will not be eligible for shift pick-up bonuses.

2. Bonus for Perfect Attendance.

Full-time employees who have perfect attendance for any quarter, January 1 through March 31, April 1st through June 30, July 1st through Sep 30, or October 1st through December 31st will be paid for eight (8) hours, at their regular rate of pay. The Employer will distribute perfect attendance bonuses during the first pay period after the attendance measurement period ends.


It is agreed that upon ratification, a one-time, five hundred ($500.00) thank you bonus will be paid to all full-time employees employed in 2018. The $500 bonus will be paid to all 2018 full-time employees in two (2) two hundred and fifty ($250.00) installments. The first installment will be paid upon ratification and the second installment will be paid in July 2019. All 2018 part-time employees will receive their 2018 Thank You Bonus in two payments prorated to 2,080 hours. The first part-time prorated installment will also be paid upon ratification and the second prorated installment will be paid in July 2019.