Collective Bargaining Agreement

between

Regina Senior Living, a subsidiary of

Benedictine Health System and

SEIU Healthcare Minnesota

2/1/2019 through 1/31/2022
Collective Bargaining Agreement between
Regina Senior Living, a subsidiary of
Benedictine Health System and
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Collective Bargaining Agreement between
Regina Senior Living, a subsidiary of
Benedictine Health System and
SEIU Healthcare Minnesota

Preamble

This Agreement is made and entered into by and between Regina Senior Living, a subsidiary of Benedictine Health System, hereinafter referred to as "the Employer," and SEIU Healthcare Minnesota, hereinafter referred to as "the Union."

Article 1- Recognition

1.1 Bargaining Unit. The bargaining unit is hereby defined as follows:

Activities Assistants, CNA-NARs, Resident Assistants, Housekeepers, Universal Workers, and Maintenance Assistants who are regularly scheduled to work a defined number or range of hours per two-week pay period (i.e., who have an authorized FTE status) employed by the Employer at its facility located at 1175 Nininger Road, Hastings, Minnesota; excluding Casual Employees in the above-referenced job classifications (i.e., employees who do not have an authorized FTE status), office clerical employees, business office clerical employees, skilled maintenance employees, LPNs, all other non-professional employees, RNs, all professional employees, managerial employees, guards and supervisors as defined by the National Labor Relations Act, and all other employees.

1.2 New Classification or Title Change. In the event of a dispute between the Employer and the Union as to the inclusion or exclusion in the bargaining unit of a job classification, the matter shall be referred to the NLRB for determination. Upon inclusion in the bargaining unit, the parties shall negotiate over the terms and conditions for the classification. In the event of a dispute over the terms and conditions of the classification, the matter shall be referred to the Federal Mediation and Conciliation Service (FMCS) for mediation.

1.3 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 Agreement.
1.4 No Contradictory Agreement. The Employer agrees not to enter into any agreement or contract with its employees covered by this Agreement, either individually or collectively, which conflicts with any of the provisions of this Agreement.

Article 2- Union Security

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

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

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

At the time of employment, a new employee who shall be subject to the Agreement shall be informed of this by the Employer and the Union. It is the employee’s responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.

All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members in good standing as a condition of employment. "In good standing", for the purpose of the Agreement, is defined to mean the payment of a standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union an amount equal to the standard monthly service fee equal to the standard monthly dues paid by Union members. This payment in no event shall exceed the regular monthly Union dues paid by Union members working an equivalent number of hours.

Payments required by this section shall be made only after an Employee has completed sixty (60) days of employment. The fee required by paragraph one shall be due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter. Monthly payments required by paragraph two are due and payable the first (1st) day of the month following the completion of sixty (60) days of employment and shall be paid by the tenth (10th) day of each month.

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

**Article 3 - Dues Deductions**

3.1 The Employer agrees to deduct Union dues and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Employer with a written authorization to make such deductions. The written authorization shall be irrevocable for a period of no more than one (1) year or beyond the termination of this Agreement, whichever occurs sooner. Deductions shall be made for the wages of the employees in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10) day of the month following the actual withholding, together with a record of the amount, social security number, and the names of those for whom such deductions have been made. The Employer will work with the Union to implement changes in dues and fees deductions in a reasonable time after notification of such changes.

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

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

Any employee who is paying dues or 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 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 authorized by the employee. Employees may express such authorizations by submitting to the Union a written application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law.
The Union agrees to Indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by any reason of, action taken or not taken by the Employer in compliance with the provisions of this Article, or in reliance upon dues deduction authorizations which have been furnished to it.

**Employee Lists**

Each pay period, the Employer will send to the Union, in a sortable electronic format (e.g. Excel), a list with the following information for bargaining unit employees and positions:

- **New Hires**: name, hire date, address, phone number, classification, rate of pay, social security number and number of hours worked per pay period.

- **Non-Contract**: name, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.

- **Terminated Employees**: (from the bargaining unit) name, termination date, and classification.

- **Employees on Leave of Absence**: name, date leave begins, and date of return.

- **Changes**: Name changes, address changes, phone number changes, changes in hours per pay period, changes in classification, any other changes affecting union membership or dues.

- **Hourly reports**: monthly lists of all employees in the bargaining unit with actual hours worked by pay period/month, along with name, and period the hours cover.

  - SEIU Healthcare Minnesota may be moving to a percentage dues system, which is based on each member's gross pay per pay period under the Collective Bargaining Agreement. There will continue to be minimum and maximum dues. In an effort to make the transition as smooth as possible, SEIU Healthcare Minnesota is requesting the following data in addition to the member information provided above:

    - **Each Pay Period**: name, gross pay per pay period, and dues deduction amount.

    - **Annually**: Name hire date, classification, wage rate, gross collective bargaining wages and total annual dues deducted.
3.1 **COPE Check-Off.** The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota COPE contributions 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 be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee. The Employer may make the COPE deductions and remit the deducted COPE amounts to the Union on a monthly or pay-period-by-pay-period basis at the Employer’s option.

**Article 4 – Union Representation**

4.1 **Union Stewards/Leaders.** The Employer recognizes the right of the Union to elect or select union stewards/leaders amongst the bargaining unit members at the Employer's facility. Upon the execution of this Agreement, and immediately upon any change, the Internal Organizer for the Union shall provide the Employer with written notice as to which employees are the union stewards/leaders. Union stewards/leaders are not permitted to perform union business during working time except as follows. A union steward/leader who is on-duty shall not be required to punch-out in order to serve as a Weingarten representative, to attend a Step 2 grievance meeting scheduled with management, or to attend a scheduled labor-management committee meeting. It is the responsibility of the union steward/leader to communicate and cooperate with the supervisor/manager in these instances.

4.2 **Bulletin Board.** Two bulletin boards in the facility shall be provided to the Union for the purpose of posting official Union business notices. The locations of the bulletin boards will be the Nursing Home and Assisted Living Time clocks. The union stewards/leaders will have access at all reasonable times to the union bulletin boards. The Union shall not post any material which is derogatory of the Employer.

4.3 **Union Representative Access.** Provided that the Internal Organizer of the Union gives prior notice to the HR Director at the facility, the Internal Organizer for the Union shall have access at all reasonable times to non-resident, non-public areas to be designated by the Employer to discharge his/her duties as representative of the Union.

4.4 **Time Off for Union Business.** An employee who desires to take time off work to attend a union meeting, convention, or other union event shall submit a PTO request. The Employer shall not deny the request for a discriminatory reason based upon the employee’s desire to take the time off for union-related reasons.
Article 5 - Grievance Arbitration

5.1 **Definition of a Grievance.** Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be defined as a grievance and handled as follows:

5.2 **Procedure.** The steps in the grievance procedure are as follows:

**Step One** - The employee (with or without a union steward present) will informally discuss the grievance with the applicable manager or department supervisor/manager.

**Step Two** - If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify the alleged violation of this Agreement and the remedy sought, and shall be submitted to the Human Resources department, with a copy to the Administrator. The written grievance must be submitted to the Employer within twenty (20) calendar days following the date of the occurrence. A grievance relating to pay shall be timely if received by the Employer within twenty (20) calendar days after the payday for the period during which the episode 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. The time for said meeting may be extended by mutual agreement. Within ten (10) calendar days following the Step 2 meeting, the Employer shall send the Union a written response to the meeting and the underlying grievance.

**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 Union's receipt of the Employer's Step 2 answer.

5.3 **Grievance Mediation.** If the grievance is not resolved under Step Two, mediation may be requested by either party, but mediation is not required of either party. A request for mediation shall not alter or remove the deadline for making a timely demand for arbitration.

5.4 **Arbitrator Selection.** 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 "Metropolitan" list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service (FMCS). The parties will alternately strike names from the list with the party demanding arbitration striking first.
5.5 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, 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.

5.6 Time Limits. 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.

Article 6 - Management Rights

6.1 Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right to hire, to determine the work to be performed, to determine the number of employees to be employed, to lay off employees, to assign and delegate work, to maintain and improve efficiency, to require observance of reasonable Employer rules, regulations, and other policies, to discipline or discharge employees for just cause, to schedule work and to determine the operational procedures and equipment to be utilized and the type of service to be provided, to change, modify or discontinue existing operational procedures regarding service and equipment to be used or provided.

Article 7 - Wages

7.1 Minimum Wage Rates. The minimum wage rates for employees covered by this Agreement shall be as follows:

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<th>Classification</th>
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<tbody>
<tr>
<td>Resident Assistant</td>
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</tr>
<tr>
<td>CNA/NAR</td>
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<tr>
<td>TMA</td>
<td>$13.60</td>
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<tr>
<td>Activities Assistant</td>
<td>$11.71</td>
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<tr>
<td>Universal Worker</td>
<td>$11.60</td>
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<tr>
<td>Housekeeper</td>
<td>$11.30</td>
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<tr>
<td>Maintenance Assistant</td>
<td>$12.34</td>
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7.2 A higher rate than the minimum wage rate set forth in Section 6.1 may be paid to desires new hires. New hires will not be placed on the wage scale higher than the 10-year/20,000 hours rate of pay.

7.3 Wage Rates. During the term of the Agreement, employee wages shall be increased as follows:

7.3.1 Effective 10/1/2019 - 1%

7.3.2 Effective 2/1/2020 - 2.0%

7.3.3 Effective 2/1/2021 - 2.0%

7.4 Holiday Pay.

7.4.1 For purposes of this section, the following days are the holidays: New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. For purposes of this section, the holiday begins at the start of the night shift on the eve of the holiday and ends immediately prior to the start of the night shift on the holiday, except for the New Year’s and Christmas holidays. The Christmas holiday begins at the start of the evening shift on Christmas Eve and ends immediately prior to the start of the evening shift on Christmas Day. The New Year’s holiday begins at the start of the evening shift on New Year's Eve and ends immediately prior to the start of the evening shift on New Year’s Day.

7.4.2 An employee shall receive two times his/her straight time regular rate of pay for hours actually worked on the holiday as defined in Section 6.4.1 above.

7.4.3 A full-time employee who does not work on the holiday will receive holiday pay at the employee's straight time regular rate of pay for the number of the employee's regularly scheduled hours, up to eight (8) hours. To receive this holiday pay, the employee must work the employee's last scheduled day before the holiday and the employee's first scheduled day after the holiday. An employee who is scheduled to work on the holiday but fails to do so shall not receive this holiday pay. Hours of this holiday pay shall not be considered hours worked for purposes of overtime.
7.5 In-Service or Training Meetings. Should employees be required to attend in-service meetings or training meetings, they will be paid at their regular rate or overtime rate, whichever is applicable, of pay for the duration of the meeting.

7.6 Work Guarantee. Employees who are required to and report for work will be guaranteed at least two (2) hours worked for shifts of five (5) hours or less, or at least four (4) hours worked for shifts of longer than five (5) hours. The foregoing shall not apply to any employee who chooses or volunteers to work less than the applicable amount identified above. These minimums shall not apply to in-service or training meetings.

7.7 Employees working an evening shift shall receive twenty-five ($.25) shift premium for all hours worked on the evening shift. Employees working a night shift shall receive a fifty-cent ($.50) shift premium for all hours worked on the night shift. Employees picking up part of an established evening or night shift shall be eligible to receive the shift premium applicable to that shift. The following defines the established shifts:

- Assisted Living Evening Shift – 2:30 pm – 11:00 pm
- Assisted Living Night Shift – 10:30 pm – 7:00 am
- Skilled Nursing Evening Shift – 2:00 pm – 10:30 pm
- Skilled Nursing Night Shift – 10:00 pm – 6:30 am

7.8 Trained Medical Assistant Work. When an employee is scheduled to perform Trained Medical Assistant ("TMA") work, the employee shall receive a premium of $.40 for each hour worked. Where deemed necessary by the Employer to ensure that quality service and care are provided to residents, an employee that is not scheduled to perform TMA work may be directed to perform some tasks typically performed by the scheduled TMA. However, an employee performing TMA work on a shift in which the employee was not scheduled to do so will not receive the TMA premium unless the employee performs TMA work for a continuous period of not less than two (2) hours.

7.9 Longevity Bonus. Upon reaching a fifth-year anniversary of employment at Regina Senior living, and thereafter upon each successive additional fifth year anniversary (i.e., at 10 years, 15 years, etc.), an employee shall receive a longevity bonus equal to twenty dollars ($20) for each year of service at Regina Senior Living.

7.10 Wage Pass Through. In the event supplemental wage pass through funds are made available over the life of this Agreement by regulatory, legislative and/or agency action, the parties agree to meet to negotiate how these funds are applied within the bargaining unit.
Article 8 – Discharge/Quits

8.1 No Discharge 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.

8.2 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.

8.3 Suspension - Timing. Disciplinary suspensions shall not exceed fourteen (14) working days.

8.4 Employee Quit Notices. Any employee who wishes to quit shall give the Employer two (2) calendar weeks’ notice. Employees who quit without giving this two-week notice, who leave their employment or stop working prior to the end of this required notice period, or who are terminated for just cause, shall forfeit all of their PTO.

8.5 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.

8.6 Investigation/Discipline Meetings. Employees shall have the right to a steward/leader/representative at any investigation or disciplinary related meetings.

Article 9 - Seniority

9.1 Definition. "Seniority" for purposes of this Article is defined as the employee’s number of compensated hours with the Employer after the employee’s most recent date of hire with the Employer.

9.1.1 Notwithstanding the definition of "seniority" in Section 8.1, the seniority for employees who were employed by Regina Medical Center as of December 31, 2013, and who became employed by the Employer effective January 1, 2014, shall be calculated as follows for purposes of this Article: For such employees, seniority shall equal their compensated hours with Regina Medical Center effective 12/31/13 (as provided to the Employer by Regina Medical Center), plus their compensated hours with the Employer
starting on January 1, 2014 (provided that 1/1/14 is their most recent date of hire with the Employer).

9.1.2 Employees who apply for and are awarded a position on a different seniority list (see Section 8.2) will accrue compensated hours from the date of transfer to their new position. Notwithstanding the above, a CNA-NAR who becomes a Resident Assistant, or a Resident Assistant who becomes a CNA-NAR, shall carry-over their compensated hours to their new position in that other job classification.

9.2 There shall be one seniority list for each classification identified in Section 1.1 of this Agreement.

9.3 **Posting Seniority Lists.** Within thirty (30) calendar days following the execution of this Agreement, the Employer shall prepare and post the seniority lists. The seniority lists shall thereafter be updated semi-annually on or about January 1 and July 1, or upon request from the Union.

9.4 **Disputes Regarding Seniority.** Any dispute concerning the proper placement of an individual on the seniority list shall be resolved by the grievance procedure. Such disputes must be raised within twenty (20) calendar days of the posting of the seniority list.

9.5 **Termination of Seniority.** An employee's seniority, and all rights incidental to seniority, shall terminate:

9.5.1. If the employee has been discharged for just cause, or has separated from employment in conformity with this Agreement;

9.5.2. If the employee has been on layoff for a period of one (1) year;

9.5.3. If the employee has quit or resigned from the bargaining unit;

9.5.4. If the employee fails to report to work as scheduled, following a leave of absence or an approved absence from work, or immediately upon being recalled; or

9.5.5. If the employee has been unable to perform any work due to a medical condition or work-related injury for a period of one year.
9.6 **No Seniority Rights During Probation.** Employees shall have no seniority rights during any probationary period. Upon successful completion of the probationary period, employees will be credited with compensated hours from their date of hire.

9.7 **Layoff.** In reducing the number of employees or in making a permanent reduction in hours, the Employer will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills.

Employees shall be recalled in reverse order of layoff, provided that the senior employee to be recalled is presently qualified to perform all aspects of the job. Employees shall retain recall rights for a period of one (1) year.

9.8 **Filling of Vacancies.** If any vacancy (except Lead Person and temporary positions of less than three (3) months) shall occur in an existing classification, such vacancy shall be posted on the bulletin board for five (5) days and any employee may apply, in writing, for such vacancy during such five (5) day period. Employees shall be given preference according to seniority in filling such vacancy where qualifications are substantially equal. The Employer shall respond, in writing, to applicants within a reasonable amount of time. Work performance and attendance may be taken into consideration. The Employer shall make every reasonable effort to complete the employee's transfer within ninety (90) calendar days from the position being awarded. No employee shall be eligible to bid on a new position until he/she has worked in his/her existing job for a minimum of one hundred eighty (180) days. The Employer, during such posting period, may assign temporarily an employee to such vacancy. Copies of postings shall be sent to the Union monthly.

Such job postings shall provide the following information: job classification, shift(s), status (full or part-time) and if part-time, the approximate number of hours to be worked. The shift(s), and hours indicated on the job posting are only informative and are not guaranteed.

Job classification seniority shall be given preference for awarding posted, open positions, unless there is no qualified applicant in that job classification, in which event unit-wide seniority shall be given preference if there are qualified employee applicants holding different positions.

9.9 **Third Party Compensation.** Compensated hours, as used in this Article, shall not include third party compensation, such as disability pay, workers' compensation, or any other source not paid directly to the employee by the Employer.
Article 10 - Retirement Plan

10.1 The Employer will provide to eligible employees the opportunity to participate in its retirement plan under the same terms and conditions as made available, from time to time, to the Employer’s non-contract employees.

Article 11 - Insurance

11.1 Health Insurance. Full-time employees may elect to be covered by the Employer's non-contract health insurance program as it may be amended from time-to-time. Employees who are eligible and elect coverage shall pay the same amount towards the monthly premiums as the Employer’s non-contract employees. Coverage for eligible employees who elect health insurance will commence on the applicable date as provided by the terms of the plan.

11.2 Dental Insurance. Full-time employees will be offered the opportunity to purchase dental insurance at their own expense. Notwithstanding the previous sentence, the Employer may if it so chooses contribute toward the costs of the monthly premiums. Coverage for eligible employees who elect dental insurance will commence on the applicable date as provided by the terms of the plan.

11.3 Life Insurance. The Employer will provide eligible employees with a life insurance benefit under the same terms and conditions as the Employer's non-contract employees. Coverage for eligible employees shall be effective on the applicable date as provided by the terms of the plan.

11.4 Long-Term Disability. The Employer will offer a Long-Term Disability (LTD) benefit to all full-time employees on the same basis as such benefit is offered to non-contract employees employed at the Regina Senior Living facility.

11.5 Short – Term Disability. The Employer will offer a Short-Term Disability (STD) benefit to all full-time employees on the same basis as such benefit is offered to non-contract employees employed at the Regina Senior Living Facility.

Article 12 - Paid Time Off (PTO)

12.1 Amount and Calculation. Eligible employees will receive paid time off (PTO) benefits under the same terms and conditions as the Employer's non-contract employees.
12.2 **PTO Cash Out.** Employees will be allowed to cash out PTO four (4) times annually, in accordance with BHS policy.

12.3 **PTO Bidding.** The PTO year shall be from April 1st through March 31st. Each year from March 1st through March 15th, employees may bid on PTO by making written PTO requests for the next PTO year. During the period from March 16th through March 31st, the Employer will determine what requests can be granted and will advise employees as to whether a PTO request is granted or denied. If an employee’s request for PTO is denied, the Employer will maintain a list. If after March 31st a PTO time period opens up, the employee who was denied a PTO bid request for that same time period time will be granted the PTO slot before an employee requesting the time after March 31st. PTO requests submitted during the PTO bidding period shall be granted on a seniority basis within each department. PTO requests submitted after March 15th shall be considered on a first-come, first serve basis based upon the date the request is received by the Employer. PTO requests approved from the March 1st – March 15th bidding period will be posted as will the waiting list that identifies the requests that were submitted during the bidding procedure but were denied.

12.4 **PTO Requests.** Whenever possible, requests for PTO should be submitted one (1) month in advance of the requested PTO time. The request must be in writing to the supervisor. All requests for PTO must be approved in writing by the employee’s supervisor or designee. Every effort will be made to fulfill the employee’s request. Requests shall be returned to the employee with approval or denial within twenty-one (21) days from the date of the request.

12.5 **PTO Pay Upon Termination.** An employee who has unused PTO and is terminating employment will be paid out his/her PTO balance if he/she has provided the Employer with a two (2) week notice of intent to terminate employment. In addition to the notice requirement set forth above, the terminating employee must continue to work the entire length of the notice period before his/her PTO balance is paid out. Failure to give the required notice and/or work during the notice period will result in forfeiture of the payout of PTO unless there is a mutual agreement between the Employer and the employee to the contrary.

12.6 For purposes of the PTO accrual rate applied by the Employer, the Employer will credit employees who transitioned from Regina Medical Center on 1/1/2014 with years of continuous service since their most recent date of hire with Regina Medical Center.
Article 13 - Probationary Period

13.1 New employees shall be classified as probationary employees during the first ninety (90) calendar days of their employment, and during the probationary period, they will have no seniority or right to employment and may be discharged or disciplined with or without just cause. The Employer may extend the probationary period for an additional thirty (30) days if the Employer notifies the Union prior to the completion of the initial sixty (60) day probationary period.

Article 14 - Employer Rules

14.1 Consistent with Article 5, the Employer may establish reasonable rules and regulations which shall not be inconsistent with the terms of this Agreement.

Article 15 - Scope of Agreement

15.1 This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements, practices or understanding of any kind.

Article 16 - Labor - Management

16.1 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 17 - Miscellaneous Provisions

17.1 Definitions.

17.1.1 Full-Time Employee. A "full-time employee" shall be defined as an employee who is regularly scheduled to work sixty (60) or more hours per two-week pay period (i.e., who has an authorized full-time equivalent (FTE) status of 0.75 FTE through 1.00 FTE).
17.1.2 Regularly Scheduled Part-Time Employee. A " regularly scheduled part-time employee" is an employee who is regularly scheduled to work a defined number or range of hours of less than sixty (60) hours per two-week pay period (i.e., who has an authorized FTE status of 0.10 FTE through 0.74 FTE).

17.1.3 Casual Employee. A "casual employee" is an employee who is not regularly scheduled to work a defined number or range of hours per pay period (i.e., who does not have an authorized FTE status). Casual employees are not covered by this Agreement.

17.1.4 Temporary Staff. The Employer will be able to hire "Temporary Staff." These employees will be permitted to work a maximum of 90 calendar days per employee in the payroll year and will not be covered by this Agreement. No full-time employee or regularly scheduled part-time employee active on the payroll shall have their scheduled work hours reduced as the result of giving those hours to Temporary Staff.

17.2 Commitment to Non-Discrimination. Neither the Union nor the Employer will unlawfully discriminate against any member of the bargaining unit on the basis of race, color, creed, sex, national origin, age, religion, marital status, or other legally-protected status.

Article 18 - No Strikes or Lockouts

18.1 The Union and its officers and agents agree that, for the duration of this Agreement, there shall be no strikes, sympathy strikes, slowdowns, picketing, or any acts of any similar nature. The prohibition against these activities shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance provisions of Article 4 of this Agreement. There shall be no lockout during the term of this Agreement.

Article 19 - Hours of Work

19.1 The Employer shall determine and post the work schedules for the employees covered by this Agreement. Schedules will be posted a minimum of fourteen (14) days in advance of the first day covered by the schedule. If the schedule is changed after being posted, due to extenuating circumstances, the Employer will promptly notify the affected employees.

19.2 Overtime.

19.2.1 The Employer shall comply with applicable law concerning overtime.
19.2.2 Overtime must be authorized by the Employer in writing.

19.3 Except as outlined below in Section 19.3.1, there shall be no duplication or pyramiding of rates of pay in any situation, whether it involves overtime, any form of premium pay, or any combination of overtime and any other form of premium pay.

19.3.1 The receipt of Holiday Pay for Holiday Hours worked will not preclude an employee from receiving overtime pay (equal to 1.5 x the employee's base rate per hour) for hours worked greater than eight (8) hours in a day or eighty (80) hours in a two-week pay period.

19.4 General Pattern of Scheduling. The general pattern of scheduling will be as follows:

1. Days off during a two week pay period shall normally include at least every other weekend (Saturday and Sunday) off.

2. Normally employees shall not be scheduled to work more than seven (7) consecutive days without the employee's consent.

3. Normally there shall be no split shifts.

4. Any given employee may volunteer or agree to a scheduling pattern that is different from above, which may include (but shall not be limited to) working a schedule that involves additional weekend shifts, working more than seven (7) consecutive days, and/or working split shifts.

*Exceptions to the general pattern of scheduling may occur where an employee volunteers or agrees to a scheduling pattern that is different, or in situations where the application of the general patterns would have the effect of depriving patients/residents of needed service, or in other extenuating circumstances or emergency situations.

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

19.6 Break Periods.
1. Employees shall normally be allowed without reduction in pay, a fifteen (15) minute break for every four (4) hours worked.

2. Each employee working a shift of six (6) continuous hours or more shall normally be entitled to a one-half hour unpaid meal period.

19.7 **Low Census.** In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or work shift, the following procedure will be utilized:

1. The Employer will ask for volunteers to take voluntary low census days.

2. If the necessary reductions are not accomplished by the use of volunteers, involuntary low need days will be assigned to any Student Employees, Temporary Staff, or casual employees performing work in the relevant job classification before involuntarily assigning the low need day to a full-time employee or regularly scheduled part-time employee.

3. If the necessary reductions are not accomplished by the use of volunteers (or Student Employees, Temporary Staff, or casual employees), involuntary low need days will be assigned in the order of reverse seniority on a rotating (take turn) basis where qualifications to perform the available work are substantially equal.

4. If such reductions become excessive, the parties agree to meet and discuss the situation further to determine whether layoffs or other actions may be appropriate to take.

5. Any employee with an authorized FTE status of 0.75 FTE or above who volunteers for a low census day must use PTO to the extent necessary to keep their compensated hours at or above 60 hours for that pay period. Any employee with an authorized FTE status of 0.75 FTE or above who is assigned an involuntary low need day shall use PTO time to the extent necessary to keep their compensated hours at or above 60 hours for that pay period. Notwithstanding the above, the Employer shall have the right to waive the requirement that employees use PTO in the manner set forth in this paragraph, if the Employer may do so without affecting eligibility for health insurance.

19.8 Prior to adopting or discontinuing a pattern of work schedules for an employee providing for work in excess of eight (8) hours per day, the Employer shall provide the employee with at least fourteen (14) calendar days' notice of the switch.

19.9 **Scheduling of Holidays.** All employees are responsible for working holidays and, except where mutually agreed otherwise, will rotate holidays worked. For purposes of rotating holidays worked, the evening shift on Christmas Eve, and the evening shift on New Year's Eve, shall count towards the employee's holiday rotation. The evening shifts on Christmas Day and New Year's Day shall not count towards the employee's holiday rotation.
19.10 **Timekeeping.** Hourly employees will be paid to the minute when clocking in for their shifts. Employees are expected to be in their assigned work areas on time and stay until the end of their scheduled shift.

19.11 **Weekend Absences.** If an employee calls off of work and is absent for their scheduled weekend to work, the employee will be required and scheduled to work their normal shift on one of their weekends off in the next thirty (30) days. The employee that filled the vacant shift(s) and was called to work the weekend for the absent employee will be given the option of receiving the weekend off that the absent employee is working but will not be required to take the weekend off.

19.12 **Mandating Rotation**

1. All hours will be offered by seniority before mandating occurs
2. If an employee voluntarily picks up a shift, they are exempt for the first round of mandating
3. Employees will be mandated using reverse seniority
4. Once an employee has been mandated they will be moved to the top of the mandating list and will not be mandated again until all other employees have either volunteered to pick up a shift or have been mandated
5. The mandating rotation will be done by pay period and will start over each pay period

**Article 20 - Leaves of Absence**

20.1 **Medical Leave.** In the case of a serious health condition (as defined by the FMLA and as verified in writing by employee's medical practitioner), a medical leave of absence, without pay, shall be granted for up to twelve (12) weeks to employees who have completed their probationary period and who otherwise meet the eligibility requirements of FMLA. Prior to returning from a medical leave, the Employer shall have the right, to the extent consistent with applicable state or federal law, to require a return to work authorization and/or a fitness for duty evaluation by a medical provider of the Employer's choice.

20.2 **Parental Leave.** Employees will be granted unpaid leave relating to the birth or adoption of a child, in accordance with applicable state or federal law.

20.3 **Personal Leave.** Requests for an unpaid leave of absence for some other reason or purpose shall be submitted in accordance with Section 20.7 below. Such requests will be granted at the discretion of the Employer.
20.4 **Military Leave.** The Employer shall comply with all applicable state or federal laws relating to military leave.

20.5 **Jury Duty Leave.** Full-time employees covered by this Agreement shall be eligible for jury duty leave on the same basis as the Employer's non-union employees as such program may be amended from time-to-time by the Employer.

20.6 **Bereavement Leave.** Full-time employees covered by this Agreement shall be eligible for bereavement leave on the same basis as the Employer's non-union employees as such program may be amended from time-to-time by the Employer.

20.7 **Requests for Leave.** All requests for leaves of absence must be in writing and include the reason, date to start, and where possible, expected date of return. The written request must be given to the department supervisor/manager or Human Resources at least thirty (30) days before the start of the leave unless the circumstances giving rise to the leave do not permit. A written request must be presented to the department supervisor/manager or Human Resources when an employee is ready to return to work from the leave.

**Article 21 - Lobby Day**

One time per calendar year, the Employer shall pay for the lost time for up to two SEIU Healthcare Minnesota members up to a maximum of eight (8) hours to participate in a SEIU Healthcare Minnesota sponsored Lobby Day to promote funding for nursing homes. The member will be selected by the business agent assigned to the facility. In order to qualify for this benefit, the employee must be scheduled to work on the Lobby Day. These hours paid shall not count towards hours worked for the purposes of calculating overtime.
Article 22 - Contract Duration

This Agreement shall be effective as of October 1, 2016, February 1, 2019 through and including January 31, 2019 2022. 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 January 31, 2019, 2022 or ninety (90) days prior to January 31st of any year thereafter, of its intention to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

Regina Senior Living
A subsidiary of
Benedictine Health System

Date: 3/15/2019

By: [Signature]
By: [Signature]
By: [Signature]

SEIU Healthcare Minnesota

Date: 3/15/2019

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