

COLLECTIVE BARGAINING AGREEMENT

by and between

North Shore Estates LLC

and

SEIU Healthcare MN

January 1, 2019- December 31, 2021

Table Of Contents

ARTICLE 1:	UNION MANAGEMENT RELATIONSHIP	4
ARTICLE 2:	MANAGEMENT RIGHTS	4
	Section 2.1 - Management Rights	4
	Section 2.2 - Conflict of Law	5
ARTICLE 3:	UNLAWFUL DISCRIMINATION.....	5
ARTICLE 4:	RECOGNITION OF UNION	5
ARTICLE 5:	SUCCESSOR EMPLOYER	6
ARTICLE 6:	ACCRETION.....	6
ARTICLE 7:	SUBCONTRACTING	6
ARTICLE 8:	UNION SECURITY	6
	Section 8.1 - Union as Bargaining Agent	6
	Section 8.2 - Union Membership	7
	Section 8.3 - Dues Deduction	7
	Section 8.4 - Employee Lists	8
	Section 8.5 - Lobby Day	9
	Section 8.6 - Dues and Wages for Temporary Employees	9
	Section 8.7 – Stewards/Leaders	9
	Section 8.8 - Right to Representation.....	10
	Section 8.9 - Indemnification and Hold Harmless	10
	Section 8.10 - Union Orientation	10
ARTICLE 9:	WORKWEEK.....	10
	Section 9.1 - Standard Workday	10
	Section 9.2 - Fill-In.....	10
	Section 9.3 - Overtime Rate	11
	Section 9.4 - Shift Guarantee	11
	Section 9.5 - Short Notice Call In	11
	Section 9.6 - Double Shift Meal Break and Rest Periods	11
	Section 9.7 - Payday	11
	Section 9.8 - Schedule Posting and Changes	11
	Section 9.9 - Split Shifts.....	12
	Section 9.10 - Time Off In Lieu of Overtime	12
	Section 9.11 - Sick Leave Call In	12
	Section 9.12 - In-Service Meetings	12
ARTICLE 10:	VISITATION BY INTERNAL ORGANIZER	12
ARTICLE 11:	INDIVIDUAL AGREEMENTS	12
ARTICLE 12:	BULLETIN BOARDS.....	12
ARTICLE 13:	WAGES	13
	Section 13.1 - Wages	13
	Section 13.2 - Trained Medication Aide	15

	Section 13.3 - Comparable Experience Credit	16
	Section 13.4 - New Jobs	16
	Section 13.5 - Payroll Corrections	16
	Section 13.6 - Boiler Engineer's License Premium	16
	Section 13.7 -Shift Differential.....	16
	Section 13.8 Perfect Attendance Bonus	16
ARTICLE 14:	SENIORITY	16
	Section 14.1 - Definition	16
	Section 14.2 - Layoff and Recall	17
	Section 14.3 - Seniority List	17
	Section 14.4 - Job Openings	17
	Section 14.5 - Probation	17
	Section 14.6 - Break in Service	17
	Section 14.7 - Trial Period in New Job	17
	Section 14.8 - Reduction of Staffing	17
	Section 14.9 – Layoff/Permanent Reduction	18
	Section 14.10 - Terminations, Transfers and Seniority.....	18
ARTICLE 15:	TERMINATION OF EMPLOYMENT	18
	Section 15.1- Voluntary Employment Termination.....	18
	Section 15.2 - Employment Terminated by the Employer	19
	Section 15.3 - Discipline and Discharge Procedure	19
	Section 15.4 - Warning Notices.....	20
	Section 15.5 - Notice for Discharge	20
	Section 15.7 - Time to Administer Discipline	20
	Section 15.8 - Suspension Time Limits	20
	Section 15.9 - Investigatory Leaves	20
	Section 15.10 - Attendance: One Occurrence	20
ARTICLE 16:	GRIEVANCE AND ARBITRATION PROCEDURE	20
	Section 16.1 - Grievance Submission	20
	Section 16.2 - Arbitrator's Expenses	22
	Section 16.3 - Union's Authority.....	22
ARTICLE 17:	RECORDS	22
ARTICLE 18:	NO STRIKE-NO LOCKOUT	22
ARTICLE 19:	HOLIDAYS	23
	Section 19.1 - Recognized Holidays	23
	Section 19.2 - Rate of Pay.....	23
	Section 19.3 - Absence	23
	Section 19.4 - Seniority Preference.....	23
	Section 19.5 - Part-Time and Casual Employees	24
ARTICLE 20:	PAID TIME OFF	24
	Section 20.1 - Coverage	24
	Section 20.2 - Waiting Period	24
	Section 20.3 - Paid Time Off (PTO) Accruals	24
	Section 20.4 - Cash Out	24

	Section 20.6 - Layoff	24
	Section 20.7 - Termination of Employment.....	24
	Section 20.10 - Arrangements for Paid Time Off (PTO).....	25
	Section 20.11 - Illness	25
ARTICLE 21:	LEAVES OF ABSENCE.....	26
	Section 21.1 - Labor Business	26
	Section 21.2 - Parental Leave.....	26
	Section 21.3 - Family and Medical Leaves.....	26
	Section 21.4 - Employee Medical Leave.....	26
	Section 21.5 - Military Leave	26
	Section 21.6 - Bereavement Leave.....	26
	Section 21.7- Miscellaneous Provisions.....	27
ARTICLE 22:	JURY DUTY	27
ARTICLE 23:	HEALTH AND WELFARE BENEFITS.....	28
	Section 23.1 - Recognition of the Trust and Contributions to the Trust Fund	28
	Section 23.2 - Health Insurance Committee	28
	Section 23.3 - Contributions for Injured Workers	28
	23.4 - Dependent Care Assistance Plan	29
ARTICLE 24:	401(K) RETIREMENT PLAN	29
ARTICLE 25:	UNIFORMS	29
	Section 25.1 - Uniform Allowance	29
	Section 25.2 - Uniform Allowance Paid	29
	Section 25.3 - Uniform Allowance Pay Day	29
	Section 25.4 - Uniform Condition.....	29
ARTICLE 26:	MISCELLANEOUS	29
	Section 26.1 - Coffee	29
	Section 26.2 - Microwave Oven	30
	Section 26.3 - Personnel Files.....	30
	Section 26.4 - Labor Management Committee.....	30
	Section 26.5 - Rules of Conduct	30
	Section 26.6 - Drug Tests.....	30
	Section 26.7 - COPE	30
	Section 26.8 - Health and Security	30
ARTICLE 27:	SEPARABILITY AND SAVINGS CLAUSE.....	31

AGREEMENT

By and Between

North Shore Estates LLC

And

SEIU Healthcare MN

This Agreement is made as of the 1st day of January 2019, by and between North Shore Estates, Duluth, Minnesota, hereinafter referred to as the Employer, and SEIU Healthcare MN, hereinafter referred to as the Union.

In consideration of the mutual promises herein contained and for the purpose of creating a working agreement by and between the Employer and its Employees and the Union, the parties hereto mutually covenant and agree to and with each other as follows.

ARTICLE 1: UNION MANAGEMENT RELATIONSHIP

The Employer recognizes the established rights, responsibilities, and the values of the Union, and has no objection to its Employees becoming members of the Union, responsible in conjunction with the Employer and for making and keeping this Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

Section 2.1 - Management Rights

Except as specifically limited by the express written provisions of this Agreement, the management of the health care facility and the direction of the working forces shall be deemed the sole and exclusive function of the Employer. Such rights of management and direction include the following:

1. Hire, layoff demote, promote, transfer, discharge or discipline for just cause.
2. Require observance of posted or published health care facility work rules and regulations.
3. Assign and delegate work.
4. Determine quality and quantity of work performed,
5. Maintain and improve efficiency.
6. Direct the work force.
7. Determine the number of hours to be worked.

8. Determine the materials, means and type of services provided.
9. Determine the methods, supplies and equipment to be utilized.
10. Determine methods of compliance with federal and state regulations affecting health care facilities.
11. Discontinue jobs because of valid management and economic reasons.
12. Decide Employee qualifications consistent with federal and state standards, and
13. Manage and administer the Employer's operation.

Section 2.2 - Conflict of Law

Notwithstanding any other provision of this Agreement to the contrary, the Employer's interpretation of federal, state and local statutes and regulations shall control in implementing the above-enumerated management rights. Should a federal or state agency subsequently and conclusively interpret any federal, state or local statute or regulation contrary to the Employer's determination, under this Article, the application of such federal, state and local statutes or regulations shall be bargained with the Union. "Contrary" does not include an inconclusive determination by the federal, state or local entity.

ARTICLE 3: UNLAWFUL DISCRIMINATION

The Union and the Employer shall comply with all applicable Federal, State and Local statutes and regulations containing prohibitions against discrimination based on protected personal characteristics, including, but not limited to race, color, national origin, creed, religion, sex, age, disability, marital status, sexual orientation and status with regard to public assistance.

ARTICLE 4: RECOGNITION OF UNION

The Employer recognizes the Union as the sole representative of all full-time and part-time service and maintenance Employees employed by the Employer at its Duluth, Minnesota facility including CNA/NAR, laundry aides , therapeutic recreational aide, housekeeper, maintenance aide , culinary employees, and CNA restorative; excluding registered nurses, licensed practical nurses, administrators, guards and supervisors as defined in the National Labor Relations Act, as amended, and defined in the National Labor Relations Board Certification No. 18-11588.

ALL employees are classified into one of the following categories of employment:

Full-Time Employee: A full-time employee is one who is regularly scheduled an average of 60 hours or more per pay period and is eligible for all benefits including holiday pay if worked and straight time if holiday not worked.

Part - time with benefits: A part-time employee with benefits is one who is regularly scheduled an average of 40 hours to 59.99 hours per pay period and eligible for all benefits including holiday pay if worked and 401k.

Part-time without benefits: A part-time employee without benefits is one who is regularly scheduled an average of 39.99 hours or less per pay period and is not eligible for benefits except for holiday pay if worked and 401K.

Casual: A casual employee is one who has no regular schedule and receives no benefits except for holiday pay if worked and 401k. Casual employees are required to work a minimum of two weekend shifts in a three (3) month period and two holidays per year, one being either Thanksgiving or Christmas, rotating, when hours are available. Casual employees will be terminated if they work no hours in a 3 month period.

Employees must work an average of 60 hours or more per pay period to be eligible for health insurance, subject to ACA guidelines.

ARTICLE 5: SUCCESSOR EMPLOYER

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 prior to such transaction the nature of the transaction and, further, shall make known to all parties to the transaction the terms and conditions of this Agreement. The Employer shall notify the Union two (2) weeks in advance of any pending sale.

ARTICLE 6: ACCRETION

This Agreement shall apply to the Employer's operations as performed on the effective date of this Agreement and the Union representation thereunder shall also extend to any extension, expansion, or relocation of such operations in the geographical area of jurisdiction that is covered by the Union.

ARTICLE 7: SUBCONTRACTING

The Employer shall not subcontract the work of an entire department to employees not represented by the Union. In the event any of the Employees are displaced or affected by any subcontracting, the Employer agrees that any such Employees shall be given opportunity to retrain, if desired, and be placed in a schedule that his or her seniority would permit.

ARTICLE 8: UNION SECURITY

Section 8.1 - Union as Bargaining Agent

There is a Collective Bargaining agreement between the Employer and SEIU Healthcare MN, Minnesota's Health Care Union covering wages, hours of work, and other terms and conditions of employment. The Collective Bargaining Agreement provides that the Union is the sole representative for the classification of work for which the Employee is hired. After completion of

thirty (30) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two choices:

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying monthly dues.
2. Employees may choose not to become a Union member and pay a service fee and monthly fees (an amount not to exceed monthly Union dues.) These Employees shall not be able to attend membership meetings or participate in contract negotiations.

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

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

Section 8.2 - Union Membership

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

All employees covered by this Agreement who elect not to become Union members shall pay to the Union a service fee in an equal amount to the standard fee paid by employees who become Union members not to exceed the standard monthly dues paid by Union members.

Payments required by this section shall be made only after an Employee has completed thirty (30) days of employment. The fee required by paragraph one shall be due and payable upon the thirty-first (31st) 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 completion of thirty (30) days of employment and shall be paid by the tenth (10th) of each month.

All employee(s) who are 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(s) of the delinquency and provide the employee with sufficient opportunity to correct the delinquency. The Union shall provide copies to the Employer of any warning notice sent to such employee(s); 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 the Employee so terminated.

Section 8.3 - Dues Deduction

The Employer agrees to deduct Union dues, or service fees for employees not electing to become Union members, from the wages of Employees who voluntarily provide the Employer with

written authorization for such deductions. The written authorization shall not be revocable from a period of more than one (1) year or beyond the termination 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 payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual withholding, together with a record of the amount, social security number, and the name of those 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 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 hereupon be transmitted to the Union.

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

Any Employee who is paying dues or an amount equal to dues may stop making these 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 authorization by submitting to the Union a written membership 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.

Section 8.4 - Employee Lists

Employee Lists- Each pay period, the Employer will send the Union a list with the following information.

- ❖ New Hires: name, hire date, address, phone number, personal and work e-mail addresses, classification, rate of pay, social security number and number of hours worked per pay period.
- ❖ Non-Contract: name, social security number, date of job transfer, position the employee is transferring from and into, new hire information if the employee is transferring into the bargaining unit
- ❖ Terminated Employees: name, termination date, classification and social security number.

- ❖ Employees on Leave of Absence: name, date leave begins, date of return and social security number.
- ❖ Changes, name changes, address changes, phone number changes, changes in personal and work e-mail addresses, changes in hours per pay period, change in classification, any other changes affecting union membership or dues, and social security number.
- ❖ Hourly Reports: lists of all employees in the bargaining unit with actual hours worked by pay period/month along with name, social security number and Period the hours cover.
- ❖ Seniority Lists: one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year - January and July.
- ❖ Annually: name, social security number, gross collective bargaining wages, and annual dues deduction.

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

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

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.

Section 8.5 - Lobby Day

Up to two (2) bargaining unit members shall be allowed eight hours of paid leave, for the purpose of participating in a SEIU sponsored Lobby Day to promote State funding for nursing homes. The two (2) unit members must provide written notice of their request within scheduling timelines and in order to minimize scheduling problems, shall not be from the same department.

Section 8.6 - Dues and Wages for Temporary Employees

Temporary summer replacements shall pay the proper percentage-based dues for any and all hours worked during May, June, July, August or September as a work permit. Such Employees shall receive only the minimums set forth in the wage rates. Should such summer replacements work beyond September 30th, seniority shall revert to the original date of hire.

Section 8.7 – Stewards/Leaders

The Employer shall recognize the Steward/Leader approved by the Union elected by the Employees or appointed by the Union. The Union shall without delay inform the Employer of any change in Stewards/Leaders and the Employer shall recognize any such Steward/Leader.

Provided facility needs are met, Steward/Leaders shall be entitled to a leave of two (2) days each calendar year for Steward/Leader Training and Education. The Union must notify the Employer at least two weeks in advance thereof. If requested by the Employer, the Steward/Leader shall present the Employer with written evidence from the Union that the Steward/Leader has used the leave for the purpose for which the leave was intended. Such leave time will not be compensated by the Employer.

Section 8.8 - Right to Representation

In the event of a meeting which may result in disciplinary action of any Employee, the affected Employee shall be advised of his or her right to request and arrange for his or her Steward/Leader to be present at any such meeting.

Section 8.9 - Indemnification and Hold Harmless

Employer assumes no obligation, financial or otherwise, arising out of any provision of this Article, and the Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by an employee or another labor organization arising from deductions required by the Union and made by the Employer hereunder, including the cost of defending against such. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 8.10 - Union Orientation

The Employer will allow a union steward, who is on duty, 20 minutes of paid time with new employees during the Employer's scheduled orientation process to provide a union orientation to familiarize the new employees with the Union's role in the facility and the collective bargaining agreement. The Employer will notify the steward in advance of the time and location of the orientation.

ARTICLE 9: WORKWEEK

Section 9.1 - Standard Workday

The standard workday will begin on the day shift and end at the beginning of the day shift *on* the next day. The work week period shall be considered to be the period beginning with the day shift on Friday and continuing for fourteen (14) days to the beginning of the day shift on Friday. Two (2) scheduled, fifteen (15) minute rest periods shall be provided, one at approximately the middle of the first four (4) hours, the second approximately in the middle of the last four (4) hours, provided, however, that such rest periods shall not interfere with the efficient operation of the Employer's health care facility. No Employee shall be scheduled to work five (5) hours or more without being provided a meal break of not less than one-half (1/2) hour.

Section 9.2 - Fill-In

(a) Short Notice Fill In: The Short Notice Fill In list will be posted for two (2) weeks, starting on the first (1st) of the month for the next month's schedule. Employees wishing to be called for short

notice fill-in openings will sign the list during those two (2) weeks. When the Employer has short notice or no notice of an opening, such as due to sick calls, no call/no show or any other reason, then opening will be offered in order of seniority using the short notice fill in list. The Employer need not offer the work to any Employee who would be entitled to overtime or premium pay for the work. The work may be offered to non-contract employees after it is offered to Employees as provided above.

(b) O.T. Fill In: If the Employer cannot fill the opening at straight time, the Employer will use the overtime sign-up list. If no one is able to work, the Employer will ask for volunteers.

Section 9.3 - Overtime Rate

Time and one-half (1 ½) shall be paid for all time worked over eight (8) hours in a work *day*, or eighty (80) hours in a two (2) week period, however, time and one-half (1 ½) shall be paid for all hours worked on the sixth (6th) and seventh (7th) consecutive day.

For those Employees regularly scheduled to work seven and one-half (7 ½) hours per day, overtime shall commence after seven and one-half (7 ½) hours per work day or seventy-five (75) hours in a two (2) week pay period.

There shall be no duplication or pyramiding of overtime.

Section 9.4 - Shift Guarantee

There shall be no shift less than four (4) hours unless mutually agreed by the Union and the Employer. When an Employee is required to report for work, he or she shall be guaranteed a minimum of four (4) hours' pay, unless the employee chooses to leave early with supervisor approval.

Section 9.5 - Short Notice Call In

If an Employee is called in to work a shift on short notice, he or she shall be allowed to work the full shift he or she was called in for unless he or she voluntarily absents himself or herself at the regular quitting time of his or her shift.

Section 9.6 - Double Shift Meal Break and Rest Periods

The Employer recognizes that an Employee who agrees or is required to work a second shift without prior notice and would not have been able to plan to bring a meal to work. Because of this, the Employer will provide such Employee with a meal at no cost to the Employee.

Section 9.7 - Payday

North Shore Estates Employees will be paid every two (2) weeks on a Friday for the two (2) week period ending the previous Thursday.

Section 9.8 - Schedule Posting and Changes

Employees' work schedules for a two (2) week period shall be made out and posted on the individual nursing stations ten (10) days in advance. Schedules may only be changed by mutual agreement between the Employer and the Employee involved.

Section 9.9 - Split Shifts

No Employee shall be scheduled to work split shifts unless mutually agreed by the North Shore Estates Employee.

Section 9.10 - Time Off In Lieu of Overtime

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

Section 9.11 - Sick Leave Call In

Should an Employee be unable to report to work for a regularly assigned shift due to bona fide illness or emergency situation, it is not the responsibility of the Employee to find a replacement. However, in order to be eligible for sick leave Employees scheduled for the day shift must call in three (3) hours before the start of the shift, and Employees scheduled for the night and evening shifts must call in at least three (3) hours before the start of the shift. Failure to give the required advance notice will constitute an unexcused absence.

Section 9.12 - In-Service Meetings

If Employees' attendance at an in-service meeting is mandatory, such Employees shall be paid in accordance with this collective bargaining agreement and as (otherwise) required by law. The Employer shall not schedule meetings requiring Employees attending on Employees' time.

ARTICLE 10: VISITATION BY INTERNAL ORGANIZER

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

Internal Organizers of the Union shall be given access to members of the Union at the place of employment during the hours of operation for the purpose of ascertaining whether or not the terms of this Agreement are being observed, provided that the internal organizer shall first make his or her presence known to the Administrator or the Administrator's designee and provided further that such visit shall occur on Employees break or lunch.

ARTICLE 11: INDIVIDUAL AGREEMENTS

Neither party shall enter into any agreement or contract with Employees, individually nor collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 12: BULLETIN BOARDS

A designated bulletin board shall be provided by the Employer in the area of the time clock for the use of the Union, but only for the posting of formal notices of meetings, elections, names of representatives and officers of the Union. In addition to the aforementioned notices, general matters concerning business of the Union may be posted on the lunch room bulletin board. The materials placed on such board shall be removed by the Union when they have served their purpose.

ARTICLE 13: WAGES

Section 13.1 - Wages

The following shall constitute the minimal scale of wages in the following classifications:

Beginning with the 01/01/19 pay period	CNA/NAR		Culinary	HSKP and Laundry	Maint. Aide	Activities Aide
	Therapeutic Aide with CNA					
Start	\$14.50	\$10.98	\$10.98	\$10.98	\$10.98	\$10.98
90 days	\$14.50	\$11.24	\$11.24	\$11.24	\$11.24	\$11.24
1 year	\$14.78	\$12.02	\$12.02	\$12.02	\$12.02	\$12.02
2 years	\$15.31	\$12.81	\$12.81	\$12.81	\$12.81	\$12.81
3 years	\$15.84	\$13.59	\$13.59	\$13.59	\$13.59	\$13.59
4 years	\$16.37	\$14.27	\$14.27	\$14.27	\$14.27	\$14.27
5 years	\$16.89	\$15.01	\$15.01	\$15.01	\$15.01	\$15.01
6 years	\$17.41	\$15.43	\$15.43	\$15.43	\$15.43	\$15.43
7 years	\$17.69	\$15.89	\$15.89	\$15.89	\$15.89	\$15.89
8 years	\$17.95	\$16.05	\$16.05	\$16.05	\$16.05	\$16.05
9 years	\$18.21	\$16.26	\$16.26	\$16.26	\$16.26	\$16.26
10 years	\$18.75	\$16.47	\$16.47	\$16.47	\$16.47	\$16.47
15 years	\$19.27	\$16.73	\$16.73	\$16.73	\$16.73	\$16.73
20 years	\$19.80	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25
25 years	\$20.30	\$17.75	\$17.75	\$17.75	\$17.75	\$17.75

Beginning with the 01/01/20 pay period	CNA/NAR	Culinary	HSKP and Laundry	Maint. Aide	Activities Aide
	Therapeutic Aide with CNA				
Start	\$14.79	\$11.20	\$11.20	\$11.20	\$11.20
90 days	\$14.79	\$11.46	\$11.46	\$11.46	\$11.46
1 year	\$15.08	\$12.26	\$12.26	\$12.26	\$12.26
2 years	\$15.62	\$13.07	\$13.07	\$13.07	\$13.07
3 years	\$16.16	\$13.86	\$13.86	\$13.86	\$13.86
4 years	\$16.70	\$14.56	\$14.56	\$14.56	\$14.56
5 years	\$17.23	\$15.31	\$15.31	\$15.31	\$15.31
6 years	\$17.76	\$15.74	\$15.74	\$15.74	\$15.74
7 years	\$18.04	\$16.21	\$16.21	\$16.21	\$16.21
8 years	\$18.31	\$16.37	\$16.37	\$16.37	\$16.37
9 years	\$18.57	\$16.59	\$16.59	\$16.59	\$16.59
10 years	\$19.13	\$16.80	\$16.80	\$16.80	\$16.80
15 years	\$19.66	\$17.06	\$17.06	\$17.06	\$17.06
20 years	\$20.20	\$17.60	\$17.60	\$17.60	\$17.60
25 years	\$20.71	\$18.11	\$18.11	\$18.11	\$18.11

Beginning with the 01/01/21 pay period	CNA/NAR	Culinary	HSKP and Laundry	Maint. Aide	Activities Aide
	Therapeutic Aide with CNA				
Start	\$15.09	\$11.42	\$11.42	\$11.42	\$11.42
90 days	\$15.09	\$11.69	\$11.69	\$11.69	\$11.69
1 year	\$15.38	\$12.51	\$12.51	\$12.51	\$12.51
2 years	\$15.93	\$13.33	\$13.33	\$13.33	\$13.33
3 years	\$16.48	\$14.14	\$14.14	\$14.14	\$14.14
4 years	\$17.03	\$14.85	\$14.85	\$14.85	\$14.85
5 years	\$17.57	\$15.62	\$15.62	\$15.62	\$15.62
6 years	\$18.12	\$16.05	\$16.05	\$16.05	\$16.05
7 years	\$18.40	\$16.53	\$16.53	\$16.53	\$16.53
8 years	\$18.68	\$16.70	\$16.70	\$16.70	\$16.70
9 years	\$18.94	\$16.92	\$16.92	\$16.92	\$16.92
10 years	\$19.51	\$17.14	\$17.14	\$17.14	\$17.14
15 years	\$20.05	\$17.40	\$17.40	\$17.40	\$17.40
20 years	\$20.60	\$17.95	\$17.95	\$17.95	\$17.95
25 years	\$21.12	\$18.47	\$18.47	\$18.47	\$18.47

Wages for 2019-2021: As of January 1, 2019, there will be a 2.5% increase to the scales and off scale for in all Employees in the wage scales above. As of January 1, 2020, there will be a 2% increase to the scales and off scale for in all Employees in the wage scales above. As of January 1, 2021, there will be a 2% increase to the scales and off scale for in all Employees in the wage scales above.

Section 13.2 - Trained Medication Aide

Trained Medication Aide: An Employee scheduled as a trained medication aide by management (and who actually works in such capacity) shall be paid \$1.00 per hour premium for those hours actually worked as a trained medication aide.

Section 13.3 - Comparable Experience Credit

Employees who have relevant, prior long-term care and or hospital experience, may receive experience credit for the purpose of setting their initial wage rates.

There shall be no “leapfrogging” of current employees’ base rates by reason of experience credit. “Leapfrogging” is defined as a newly hired employee receiving experience credit which places their base rate higher than a current employee with the same years of experience.

Section 13.4 - New Jobs

New Jobs: In the event there is a new job created within the bargaining unit, the Employer and the Union shall negotiate a new rate of pay for the job. In the event there is a dispute regarding the new wage rate, the dispute shall be resolved using Steps 3 and 4 set out in Article 16 of this Agreement.

Section 13.5 - Payroll Corrections

Employees are required to sign time sheets and review for accuracy prior to payroll being submitted. Payroll corrections which are the responsibility of the employer in excess of \$50.00 shall be corrected within two business days following notification to the Employer. All other corrections will be processed on the following pay period.

Section 13.6 - Boiler Engineer's License Premium

Up to one Maintenance person holding a Boiler Engineer's License shall receive a fifty (50) cent per hour premium for the facility's use of his license during working hours.

Section 13.7 -Shift Differential

Shift differential for CNA's, TMA's, PCA's Resident Care Assistants, Resident Companions, will be paid as follows: Evenings \$0.75 per hour/Nights \$1.00 per hour.

Section 13.8 Perfect Attendance Bonus

Employees who have perfect attendance for a six (6) month period from January 1, through June 30, or July 1, through December 31, will be paid for eight (8) hours at their regular rate of pay. The Employer will distribute the perfect attendance bonus during the first pay period after attendance period ends.

ARTICLE 14: SENIORITY

Section 14.1 - Definition

Bargaining unit seniority shall be defined as the employee's length of continuous service with the Employer in the bargaining unit commencing with the date on which the employee began to work after being hired. In the case of two employees with identical dates of hire, the employee who has the higher employee number shall be the senior employee. Job classification seniority

shall be defined as the employee's length of continuous service with the Employer within his/her present job classification commencing with the date on which the employee last began to work in such classification.

Section 14.2 - Layoff and Recall

The Employer shall retain, lay off and recall Employees in order of their job classification seniority provided they are qualified to do the available work.

Section 14.3 - Seniority List

A list of the Employees arranged in the order of their seniority shall be posted and updated every three months and kept up in a conspicuous place at the Employer's facility. A copy of the seniority list and succeeding updated lists shall be mailed to the Union office.

Section 14.4 - Job Openings

Vacancies or new positions shall be posted for five (5) days excluding Saturdays, Sundays, and Holidays, and filled in order of seniority except that special capabilities may be considered for positions requiring special skills. Qualifications for the job shall be posted by the Employer, and the posting shall include the shift, block schedule, and the number of hours for the position.

Section 14.5 - Probation

Regularly scheduled Employees covered by this Agreement shall be placed on the seniority list after completing ninety (90) calendar days of employment. The rights conferred by this Agreement, except as to wages, shall not be available to any Employee until he or she has attained seniority.

Section 14.6 - Break in Service

An Employee shall lose seniority in the event he or she:

- a. Quits
- b. Is discharged for cause.
- c. Is continuously laid off for more than one (1) year.
- d. Fails to return from an authorized leave of absence.
- e. Goes to casual or temporary status

Section 14.7 - Trial Period in New Job

Any Employee having the opportunity to fill a vacancy for a different position shall have up to two (2) weeks to prove his or her ability without jeopardizing his or her seniority standing. The Union shall participate to aid in resolving any difference of opinion involving the particular Employee and the Employer during the trial period. Nothing herein contained shall prohibit the Employer from removing an Employee from the new position pending resolution of any difference of opinion regarding the Employee's ability to perform the work.

Section 14.8 - Reduction of Staffing

In the event of a temporary reduction of staffing due to census or acuity, the Employer shall first ask for volunteers. If volunteers fail to meet the required reductions, staff will be reduced on that

shift, by reverse order of job classification seniority. An employee may volunteer to leave work early a maximum of two (2) times per pay period, unless there are no other volunteers.

Section 14.9 – Layoff/Permanent Reduction

In reducing the number of employees or in making a permanent reduction in hours, the Employer shall do so in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills. Employees shall be given fourteen (14) calendar days-notice of layoff or pay in lieu thereof. Laid off employees shall be given the opportunity to return to work in a previous classification held by such on the basis of seniority the employee earned in the previous classification. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for a period of one (1) year.

- A. Any employee being laid off who has sufficient seniority may be able to bid into an open job if qualified. Employees moving to a new classification will be placed at the same step on the wage scale regardless of whether the new job classification is a higher or lower paying classification.
- B. Employees shall be recalled by job classification seniority in reverse order of layoff, i.e., the last employee laid off shall be the first one recalled. The Employer shall recall Employees back to work from layoff and the Employee must report within seven (7) calendar days upon receipt of such notice without loss of seniority except in case of illness certified by a doctor.

Section 14.10 - Terminations, Transfers and Seniority

An Employee hired back after termination shall be placed at the bottom of the seniority list and be treated as a new Employee. An Employee transferred to another job classification shall be placed at the bottom of the seniority list in that job classification only. However, this will not affect the transferred Employee's vacation, holidays, rate of pay or bargaining unit seniority.

ARTICLE 15: TERMINATION OF EMPLOYMENT

Section 15.1- Voluntary Employment Termination

Employees covered by this Agreement electing to resign or quit their employment shall give the Employer two (2) calendar weeks written notice and shall continue in the Employer's service during this two (2) calendar week period with the exception that the Employee may leave sooner when competent replacement can be made by the Employer. The Employer is to furnish printed forms for giving notice of such resignation. In the event of layoff, the Employer shall give notice of layoff equivalent to the Employee's regularly scheduled workweek.

Any wages and earned vacation due the Employee upon termination shall be paid at the first regularly scheduled payday following the final day of employment. If the first scheduled payday is less than five (5) calendar days following the last day of employment, payment may be delayed until the second regularly scheduled payday. (Intent is to follow applicable law.)

Section 15.2 - Employment Terminated by the Employer

Any person who is offered a part-time or full-time schedule shall be a probationary Employee for the first ninety (90) calendar days of employment for the new position. Such Employee is subject to discharge without cause during the first ninety (90) days of Employment. No other Employee shall be suspended or dismissed without sufficient cause. If, after investigation, it is found that an Employee has been disciplined unjustly, he or she shall be reinstated with full rights and compensated in full for time lost, provided, however, that no claim for compensation for the time lost shall be paid unless the claim is presented to the Employer in writing within ten (10) days after the suspension or dismissal in question. In case of a dismissal, the Employee affected shall receive from the Employer in writing the reason for such dismissal.

Any wages and earned vacation due the employee upon involuntary termination shall be paid at the first regularly scheduled pay-day. If the first scheduled pay day is less than five (5) calendar days following the last day of employment, payment may be delayed until the second regularly scheduled payday.

Section 15.3 - Discipline and Discharge Procedure

With respect to discharge the Employer shall give at least one (1) warning notice of complaint against an Employee to the Employee in writing, and a copy of the same to the Union, prior to discharge. After an Employee has received a warning letter, any complaint for the same offenses with respect to an Employee which would justify the issuance of a warning letter shall be grounds for immediate discharge. No such warning notice need be given to an Employee where he or she is discharged for "just cause." The term "just cause" shall include but not be limited to:

- a. Dishonesty.
- b. Incompetence.
- c. Racial intolerance.
- d. Intoxication or drinking intoxicating beverages on the job (in accordance with State statutes when applicable).
- e. Failure to notify. Employer to be excused from work.
- f. Use of illegal drugs (in accordance with State statutes when applicable).
- g. Falsification of patients' and/or time card records.
- h. Theft on the premises.
- i. Giving confidential information pursuant to Minnesota Statute Section 144.651 (The Bill of Rights for Patients and Residents of Health Care Facilities).
- j. Violating patient's rights pursuant to Minnesota Statute Section 144.651 (The Bill of Rights for Patients and Residents of Health Care Facilities).
- l. Violence on the premises.
- m. Gross insubordination.
- n. Proven cases of physical or psychological abuse of any resident in any form or degree (in accordance with established state statutes).
- o. Violation of any applicable federal or state law or rule, or interpretation thereof, affecting residents' rights or licensure, certification or other legal obligation of the Employer.

Section 15.4 - Warning Notices

A warning notice as herein provided shall not remain in effect for a period of more than eighteen (18) months from the date of the warning notice.

Section 15.5 - Notice for Discharge

All discharges must be by proper written notice to the Employee and the Union Section 15.6 - No Call/No Show.

If an employee fails to report to work and does not call the facility, it will be treated as a no-call/no-show. The employee may produce an explanation within seventy-two (72) hours after failing to report. The explanation must address both the reason for failure to report for work and the failure to *call* the facility. If the explanation is satisfactory to management, the corrective action may be reversed or reduced. Failure to provide notification of absence for two (2) consecutive no-call/no-show days will be treated by the facility as a voluntary resignation.

Section 15.7 - Time to Administer Discipline

The Employer will impose discipline within a reasonable time after it has been determined that discipline is appropriate.

Section 15.8 - Suspension Time Limits

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

Section 15.9 - Investigatory Leaves

Any employee may be placed on an investigatory leave without pay up to five (5) days pending the conclusion of an investigation. The Employer will consider any investigatory leave over three (3) calendar days as days worked by the employee and will pay the employee the usual wages for scheduled days missed. If the employer does not discipline, suspend or terminate the employee, the employee shall be compensated for all scheduled time missed.

In cases of abuse and neglect, in which the State must conduct its own investigation, the Employer will notify the Union. In this circumstance, the paragraph above shall be waived and the employee will be placed on an unpaid leave of absence until the conclusion and decision by the State. If the Employer does not suspend, or terminate the employee, the employee shall be compensated for all normally scheduled time missed. The employee will be returned to their previous position.

Section 15.10 – Attendance: One Occurrence

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

ARTICLE 16: GRIEVANCE AND ARBITRATION PROCEDURE

Section 16.1 - Grievance Submission

Any grievance or dispute regarding the interpretation or application of the provisions of this Agreement must be submitted for settlement by the aggrieved Employee or the Employees, or by

the Union on behalf of such aggrieved Employee or Employees, or by the Union on its own behalf under the procedure as herein provided. This procedure shall be the sole and exclusive method for settlement of such disputes.

Grievance Procedure:

Step 1

Any Employee or Employees who believe there has been a violation of the terms or conditions of this Agreement in relation to his or her employment shall immediately and promptly take such complaint to his or her immediate supervisor, excepting payroll item; i.e., vacation pay, overtime pay, wages, etc., or other pecuniary matters which shall be filed and handled according to Step 2. Such Employee and supervisor shall attempt to resolve such complaint. No complaint shall be considered by any supervisor or representative of the Employer unless it is brought to the attention of the supervisor or representative of the Employer within seven (7) calendar days of its occurrence, except as hereinafter provided as to wages or when the Union would have had reasonable knowledge of its occurrence. If desired, the aggrieved Employee may be accompanied by a Union Steward/Leader during any meeting referred to in this Article, Nothing contained herein shall be construed to eliminate the rights of the Union as provided for in Section 1 of this Article.

Step 2

If such Employee or Employees and supervisor cannot resolve such complaint within seven (7) calendar days, the Employee or Employees shall reduce the complaint to writing which shall be considered a grievance. The grievance shall be submitted to the Administrator of the Employer's health care facility within fourteen (14) calendar days after the occurrence of the alleged violation of this Agreement; provided, however, that complaints and grievances as to the amount of money due and payable to any employee for wages, hours worked, vacation allowance and days off may be filed and furnished to the Administrator in writing within thirty (30) days after the first regular pay day following the occurrence of such alleged violation relating to such wages. Failure to give such notice of any grievance arising under the terms and conditions of this Agreement shall constitute a permanent waiver and bar of the grievance and the Employee or Employees shall be forever foreclosed from raising any complaint or grievance in regard thereto in any manner whatsoever.

The representatives of the Employer and the Union shall immediately after the submission of such grievance, attempt to negotiate a satisfactory settlement thereof. After such grievance is reduced to and submitted in writing, the Employee or Employees shall be represented by the Internal Organizer of the Union or such other person as may be designated by the Union to represent such Employee or Employees, not exceeding, however, three (3) in number. The Employer may be represented by such representatives as it shall select.

If the parties do not resolve the grievance at Step 2, the Union may request the Employer provide it with a written response within seven (7) calendar days of the conclusion of the Step 2 meeting.

Step 3

If the grievance is not resolved in Step 2 within ten (10) calendar days of the Administrator's receipt of the written grievance, then either the Union or the Employer may petition the Federal Mediation and Conciliation Service for mediation assistance no later than ten (10) calendar days after the receipt of the response in Step 2. If both parties agree, this Step 3 may be bypassed.

Step 4

If such grievance cannot be settled promptly between the parties within ten (10) calendar days after the delivery of the petition for mediation, the matter may be submitted to an arbitrator by either party. The Union and the Employer shall jointly request of the Federal Mediation and Conciliation Service that the arbitrators listed have experience and knowledge of statutes, rules, regulations and laws applicable to long term health care facilities. Such an appeal to arbitration shall be in writing and served on the other party. A representative of the Employer and a representative of the Union shall attempt to select such arbitrator. If they cannot agree upon the arbitrator, then either the Employer or the Union may request the Federal Mediation and Conciliation Service to submit a list of seven (7) names from which the arbitrator shall be selected by elimination; first strike to be determined by chance. The decision or award of such arbitrator shall be final and binding upon the parties and Employee or Employees affected. The arbitrator shall not add to, alter, amend or vary the terms of this Agreement.

Section 16.2 - Arbitrator's Expenses

The expenses and remuneration of the arbitrator shall be borne by the parties equally.

Section 16.3 - Union's Authority

At any step in this grievance procedure the Union's Executive Board and the Union shall have the final authority, with respect to any aggrieved Employee, to decline to process a grievance, complaint, difficulty or dispute further, if in the judgment of the Union's Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement to the satisfaction of the Union's Executive Board.

ARTICLE 17: RECORDS

Any payroll data required to ascertain compliance with any of the terms of this Agreement with respect to a particular grievance shall be made available to the authorized representatives of the Union.

ARTICLE 18: NO STRIKE-NO LOCKOUT

The Union shall do all in its power to discourage and prevent any irregular interruptions in the efficient operation of the Employer's business. The Employer shall have the right to take appropriate disciplinary action against any Employee or Employees participating in or responsible for such interruptions. Any complaints as to the propriety of the disciplinary action taken by the Employer in such cases shall be taken up through the grievance procedure set out in Article 16 of

this Agreement. The Employer and Union shall not engage in any lockout of Employees and the Union shall not promote, support or engage in any strike, work stoppage, sympathy strike, slow down, or picketing of any kind during the life of this Agreement.

ARTICLE 19: HOLIDAYS

Section 19.1 - Recognized Holidays

Employees shall be paid at the premium rate of double time for work performed on the following holidays: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Christmas Day holiday pay shall be figured as follows:

Holiday premium pay shall commence with the second/pm shift on December 24th/ December 31st and end after the end of the first shift on December 25th/January 1st.

All other holidays shall commence with the third/night shift and end at the end of the second/pm shift on the holiday.

Employees working a recognized holiday shall receive straight pay and/or overtime at the regular rate as appropriate. In addition, they shall receive Holiday Pay at straight rate for all hours worked on a recognized holiday.

Any employee who works the holiday and is eligible for holiday pay may elect to work at straight time during the holiday and take the same amount of hours as paid time off at a later time. Scheduling the additional paid time off shall be done with the approval of the employee's supervisor.

Section 19.2 - Rate of Pay

Full-time employees who do not work on the designated holidays shall receive their normal scheduled shift at the regular straight-time rate of pay as holiday pay. Probationary employees shall not be eligible for holiday pay, unless they work the holiday.

Section 19.3 - Absence

Employees who are absent on the regularly scheduled or "pick up" work day prior to, after and including the holiday, if scheduled, shall not be eligible for holiday pay unless such employee works on the holiday, if excused by his/her supervisor, or is absent for reasons that are FMLA related illness or funeral.

Section 19.4 - Seniority Preference

Seniority preference shall be recognized in holiday scheduling to the extent possible, however, all employees in departments regularly scheduled to work holidays must work a minimum of three (3) holidays annually and must rotate holidays taken each year unless the employee arranges for coverage with another employee.

Section 19.5 - Part-Time and Casual Employees

Holiday premium pay shall be paid to part-time and casual employees who work on any of the holidays listed above.

ARTICLE 20: PAID TIME OFF

Section 20.1 - Coverage

All full-time and part-time employees shall accrue Paid Time Off for all paid hours beginning on the ratification date of this Agreement.

Section 20.2 - Waiting Period

All newly hired employees must complete their probationary period before they can cash out or use any Paid Time Off (PTO). Accrual will start on the first paid day of employment.

Section 20.3 - Paid Time Off (PTO) Accruals

Years of Service	PTO Earned Per Hour Paid (Rate)
1	0.0577
2	0.06154
5	0.0731
10	0.0962
25	0.1037

Section 20.4 - Cash Out

Employees may elect to cash out Paid Time Off (PTO) twice per calendar year in May and November. Such cash out is limited up to forty (40) hours each time. Forty (40) hours must be left available for use after each cash out election.

Section 20.5 - Paid Time Off (PTO) maximum accruals

Employees will accrue Paid Time Off (PTO) for all paid hours up to 2080 hours per year. Employees may carry over Paid Time Off each year to a maximum cap of three hundred (300) hours.

Section 20.6 - Layoff

Employees may use Paid Time Off (PTO) any time within two hundred seventy (270) days of layoff.

Section 20.7 - Termination of Employment

Employees who resign or go to casual status with a two (2) week written notice shall receive pay for seventy-five (75%) per cent of their unused Paid Time Off (PTO) minus taken Paid Time Off

(PTO). Employees shall work their scheduled hours during the two (2) weeks unless otherwise agreed upon between the Employee and the Employer. Such two (2) week notice may not include previously approved Paid Time Off (PTO).

Section 20.8 - Vacation transfer

Employees with available vacation hours will have those hours transferred to their Paid time Off (PTO) balance on March 1st.

Section 20.9 - Sick Transfer

Employees with available sick hours will have those hours transferred to a separate sick account upon ratification (See LOA). Those hours will be used for qualifying occurrences until exhausted. Unused sick days are not paid upon voluntary or involuntary termination or reduction in work force. Employees in their resignation period may not use accrued sick time.

Section 20.10 - Arrangements for Paid Time Off (PTO)

Arrangements for Paid time Off (PTO) must be made in a timely fashion and well in advance, with the approval of the Employer. Every effort will be made to grant Paid time Off (PTO) at the time requested provided, however, it does not affect the operation of the facility in a detrimental manner. Each employee shall submit a signed, written Paid Time Off (PTO) preference to his/her department head or designee by March 1 of each year listing three (3) preferences for all Paid Time Off (PTO) available to that employee. The department head or designee shall sign and date the employee's written request for Paid Time Off (PTO) and return a copy to the employee.

Paid Time Off (PTO) will be approved in accordance with the Employer's need to maintain efficient operations. Paid Time Off (PTO) shall be granted according to the employee's bargaining unit seniority within his/her respective department. The Employer shall give each employee written notice of his/her approved Paid Time Off (PTO) schedule by March 31 of each year. The employee shall sign a receipt acknowledging receipt of this notice of his/her approved Paid Time Off (PTO) schedule.

Paid Time Off (PTO) requests submitted to be taken between January 1 and March 31 and Paid Time Off (PTO) requests submitted after March 31 will be granted on a "first come, first served" basis subject to the remaining availability of slots on the Paid time Off (PTO) schedule. Such requests may be for single or multiple days. Such requests must be submitted in writing at least two (2) weeks prior to the posting of the work schedule covering the desired Paid Time Off (PTO) period and shall be subject to the written approval of the Employer.

Such requests shall be approved by shift based on availability according to the Paid time Off (PTO) schedules.

Section 20.11 – Illness

Employees are eligible for sick pay when an absence is due to either the employee's own illness or injury or absences due to the employee having to care for a sick or injured child or dependent

or other as defined by FMLA eligibility. Eligible employees may use Paid Time Off (PTO) when an absence is due to either illness or injury in compliance with State and Federal laws.

Paid Time Off (PTO) for illness will begin on the first day of illness. Payment for a partial sick day may occur if an employee leaves work prior to the end of a workday with the supervisor's approval.

Paid Time Off (PTO) for illness or appointments must be recorded, whether incurred for illness or approved in advance for planned appointments.

ARTICLE 21: LEAVES OF ABSENCE

Section 21.1 - Labor Business

The Employer shall grant the necessary time off without discrimination or loss of seniority to any Employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided, however, such leave shall not prevent unreasonable interference with the operation of the facility.

Section 21.2 - Parental Leave

Employees will be eligible for Parental Leave in accordance with the Employer's Parental Leave policy and applicable law.

Section 21.3 - Family and Medical Leaves

Employees will be eligible for family and medical leaves in accordance with the Employer's FMLA policy and applicable law.

Section 21.4 - Employee Medical Leave

In the event of illness or injury of an Employee which requires absence from work; such absence shall be for a period for up to six (6) months. This leave shall include and run concurrently with any FMLA designated leave for an employee's medical condition.

Employees injured on the job shall not be docked for any part of the day in which the injury occurs, providing a call to the Employer is made from the doctor's office, by doctor's personnel, notifying the Employer of the extent of the injury. If the injury is not serious, the Employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an Employee for more than eight (8) hours. If needed, the Employer will transport an injured Employee to a doctor's office, located in Duluth/Superior.

Section 21.5 - Military Leave

Military Service by an Employee shall be handled in compliance with applicable state and federal law.

Section 21.6 - Bereavement Leave

Employees shall be granted a leave with pay up to two (2) days (plus an additional day of vacation or unpaid leave if the Employee so requests) to be used within the two weeks following the death of a member of such Employee" immediate family to attend the funeral or to care for necessary

family business. For the purpose of this provision, "immediate family" is defined to be limited to an Employee's wife or husband, brothers, sisters, children, stepchildren, father, mother, grandmother, grandfather and grandchild. (Father and mother as herein used shall mean the parents of an Employee or the spouse of an Employee, whether such parent is the natural parent or stepparent). If the funeral is over five hundred (500) miles from an Employee's home, the Employee shall be given an extra day of leave with pay for traveling.

Section 21.7- Miscellaneous Provisions

- a. The Employer shall use reasonable and fair judgment in determining whether or not an Employee shall be granted a leave of absence for reasons other than those enumerated in this Article.
- b. Except as otherwise provided above, leaves of absence shall run to a maximum of three (3) months for Employees, provided they may be extended by the mutual consent in writing of the Union and the Employer.
- c. Employees on leave of absence shall not be entitled to holiday pay or any other benefits of this Agreement unless specifically provided for herein.
- d. Upon return to work from a leave of absence, the Employee shall be restored to the job previously held if it exists. If there is a difference of opinion regarding the restored position, and it is irresolvable within one (1) week after the Employee's actual return to work, Steps 1 and 2 of the grievance procedures may be waived by the parties and the issue resolved in accordance with Steps 3 and 4 of Article 16 of this Agreement.
- e. Employees absent on leave who, without the consent of the Union and the Employer, engage in other employment, or who fail to report to work at the expiration of their leave of absence, shall be considered to have quit without notice.
- f. FMLA will be granted and administered in accordance with Employer's policy and applicable law. Unless prohibited by law, employees are required to use available paid time off (sick leave if applicable, and vacation) during an unpaid leave of absence, including FMLA.
- g. Employees on any leave of absence shall not have their anniversary date changed because of such leave and shall not accrue vacation, or be entitled to holiday pay, uniform allowance or any other benefit of this Agreement including progression on wage scales, unless specifically provided herein.

ARTICLE 22: JURY DUTY

Any employee who is called to serve on jury duty shall be paid for actual hours worked for the facility. If this pay, together with his/her jury duty pay, does not equal his/her pay for regularly scheduled hours, the facility will make up the difference for a maximum period of three (3) weeks, provided the employee works such hours as he/she is available during hours when court is not in session.

To be eligible for salary payment, employees must notify their Department Director and HR Director upon receipt of official notification of jury duty. Employees must provide their Department Director with the official written Jury Notice and proof of dates and times served on jury. In the event an employee is called in for jury duty but does not serve on a jury that day,

payment will be made only for such time that the employee was required to spend for the jury selection process.

ARTICLE 23: HEALTH AND WELFARE BENEFITS

Section 23.1 - Recognition of the Trust and Contributions to the Trust Fund

The parties agree to continue participation in the Amalgamated National Health Fund (Trust) through 2019. Employees must average 1560 hours per year to be eligible for insurance. For eligible employees who elect to participate in the insurance program, the Employer will contribute six hundred and fifteen (\$615) dollars per month toward the premium of the Silver Plus plan.

Participating employees will contribute the remainder of the required premium for the Silver Plus plan for employee only or other available level of coverage selected by the employee through payroll deduction facilitated by the Employer using a pre-tax plan qualifying under Section 125 of the Internal Revenue Code. Employees will be required to follow established enrollment procedures to obtain coverage. Employees may elect to decline coverage during the initial and subsequent enrollment periods (including the enrollment period for new employees) and at other times as permitted by the Trust and applicable law.

23.2 - Health Insurance Committee

The Employer and the Union shall establish an advisory committee known as the "Health Insurance Committee" (HIC) to study and analyze the group health insurance options available to the Employer's employees. This committee will be comprised of five (5) members, three (3) of whom are selected by the Employer, and two (2) of whom are selected by the Union.

The HIC shall review all group health insurance options available to the employees, including, but not limited to plan design, changes, costs, reserves, premiums, requests for proposals and proposed changes.

The HIC shall meet at least annually and a nonbinding report of its group health insurance recommendations shall be made available to all employees.

The Union members serving on the HIC shall receive pay at their normal hourly rate for the meetings of the HIC.

Section 23.3 - Contributions for Injured Workers

The Employer and the Employees shall each pay their respective health and welfare contributions at the rates specified herein for employees who are unable to work because of compensable (Workers Compensation) injury or illness for a maximum period of twelve (12) weeks. At the end of such period, the employee will make the total required contribution to the Fund in accordance with Fund procedures in order to retain coverage.

23.4 - Dependent Care Assistance Plan

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

ARTICLE 24: 401(K) RETIREMENT PLAN

The Employer shall provide a 401K plan for all employees. The specific details of the plan, as well as the plan itself, are subject to change at the Employer’s discretion. The Employer shall provide a match in accordance with the Employer’s Employee Benefits Guide. Monarch (The Employer) will contribute 50% of your contributions, up to 5% of your annual pay.

ARTICLE 25: UNIFORMS

Section 25.1 - Uniform Allowance

All Employees who are required by the Employer to wear uniforms shall receive a uniform allowance as follows:

	Employees working less than	Employees working more than
Effective Date	45 hours a pay period	45 hours a pay period
6/30/06	\$115	\$165

Section 25.2 - Uniform Allowance Paid

Uniform allowances shall be paid the first regular pay period following the Employee's anniversary date. The Employer has agreed to extend the provisions of the uniform allowance to the maintenance Employees and activities aides. The Employer shall designate the type of uniform required.

Section 25.3 - Uniform Allowance Pay Day

The practice of paying the allowance on the first pay day before Christmas for those affected Employees shall continue.

Section 25.4 - Uniform Condition

Employees shall keep their uniforms neat and in good condition.

ARTICLE 26: MISCELLANEOUS

Section 26.1 - Coffee

The Employer shall continue the practice of providing coffee free of charge on all shifts.

Section 26.2 - Microwave Oven

The Employer shall maintain a microwave oven, and the Employees shall exercise reasonable care in the use of the oven.

Section 26.3 - Personnel Files

In the event that an Employee wishes to inspect his or her personnel file, he or she shall make such a request to the Administrator. Upon receipt of such request, the Administrator his or her designee and such Employee shall agree on a mutually convenient time 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 such request.

Section 26.4 - Labor Management Committee

The Union and Employer agree to establish and maintain a Labor Management Committee. The committee will meet quarterly throughout the year on noncontract issues only. The Employer will pay the wages of Union Committee members who attend scheduled Labor Management Committee meetings during their scheduled work how. The Union will pay the wages of Union Committee members who attend scheduled Labor Management Committee meetings outside their scheduled work hours. L/M Meetings will try to be limited in length to no longer than one and a half (1/2) hours per meeting.

Section 26.5 - Rules of Conduct

Without limiting the Employer's Rights in Article 2, the Employer agrees that rules of conduct and any changes or additions thereto established for Employees by the Employer shall be made available to the Internal Organizer and posted or published in the facility. Such rules shall be submitted to the Internal Organizer for discussion prior to posting or publication.

Section 26.6 - Drug Tests

Drug tests will be conducted in accordance with the Employer's policy and applicable law.

Section 26.7 - COPE

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

Section 26.8 - Health and Security

The Employer Agrees to provide a safe and healthful work environment for employees, and to maintain high standards of work place sanitation, ventilation, cleanliness, light and noise levels, and adequate heating and cooling to promote health and safety. The Union will cooperate with the employer in striving to maintain such standards.

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

Both parties have a mutual obligation to provide a safe work environment for all employees, and to provide quality care to all residents. The Employer acknowledges that from time to time a resident may become abusive to staff. Both parties agree to cooperate in an effort to provide abusive residents with quality care, while providing a safe work environment for those who give care to residents.

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

ARTICLE 27: SEPARABILITY AND SAVINGS CLAUSE

In the event that any provision or requirement of this contract 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 contract 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.

ARTICLE 28: TERM OF AGREEMENT

The period of this Agreement shall be from January 1, 2019 to inclusive and thereafter from year to year excepting, however, that by written notice at least ninety (90) days but not more than one hundred twenty (120) days prior to December 31, 2021, from one party to the other, this Agreement shall be opened for the purpose of negotiations. In the absence of such notice at that time, it shall automatically renew each year thereafter unless ninety (90) days prior to the anniversary date either party gives written notice to the other as to its intention to amend or terminate this Agreement.

The Union and Management agree to a benefits reopener in June of 2019 to bargain an improved health care plan prior to open enrolment for 2020 coverage selection.

SEIU Healthcare MN

By: Todd Schmitz
Its: Internal Organizer

Date: 4/23/19

SEIU Healthcare MN
NEGOTIATING COMMITTEE

Bart Gjetevan
Committee Member

Janeyir Luquesa
Committee Member

Pam Ravnitz
Committee Member

North Shore Estates

By: Josh Legun
Its: CEO

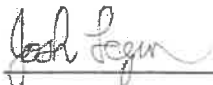
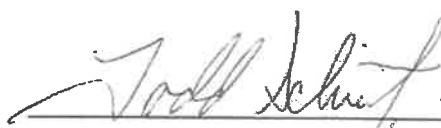
Date: 05/19/19

Letter of Agreement
Between
North Shore Estates LLC
AND
SEIU Healthcare Minnesota

Subject Matter: Bargaining Agreement on sick leave and vacation conversion to PTO

The Union and the Employer agree that upon ratification:

- Upon ratification, any (old) sick balance can be used for illness (a doctor's note may be required).
- Upon ratification, the vacation dump will go into carry-over PTO and the new PTO accrual rates will go into effect.
- For a period of one (1) year from May 1, 2019, any employee may cash out all or any portion of carry-over PTO with mutual consent of employee and employer.

	5/19/19		4.23.19
_____ Josh Legum	Date	_____ Todd Schmitz	Date
North Shore Estates, LLC		SEIU HCMN	

Letter of Agreement
Between
North Shore Estates, LLC and
SEIU Healthcare MN

Subject Matter: 2019 Benefits Opener

Upon successful ratification by the full bargaining unit, the parties agree to continue participation in the Amalgamated National Health Fund (Trust) through 2021. Employees must average 1560 hours per year to be eligible for insurance. For eligible employees who elect to participate in the insurance program, the Employer will contribute six hundred and sixty five (\$665) dollars per month toward the premium of the Silver Plus plan in 2020, and seven hundred and nineteen dollars (\$719) in 2021 per month toward the premium of the Silver Plus Plan in 2021.

Participating employees will contribute the remainder of the required premium for the Silver Plus plan for employee only or other available level of coverage selected by the employee through payroll deduction facilitated by the Employer using a pre-tax plan qualifying under Section 125 of the Internal Revenue Code. Employees will be required to follow established enrollment procedures to obtain coverage. Employees may elect to decline coverage during the initial and subsequent enrollment periods (including the enrollment period for new employees) and at other times as permitted by the Trust and applicable law.

Josh Legum Josh Legum Date 9/27/19
North Shores Estates, LLC

Jennifer Ferguson Jennifer Ferguson Date 9/27/19
SEIU Healthcare Minnesota

Gail Peterson Gail Peterson Date 9/27/19
SEIU Healthcare Minnesota

Pam Rannila Pam Rannila Date 9-27-19
SEIU Healthcare Minnesota

Todd Schmitz Todd Schmitz Date 9.27.19
SEIU Healthcare Minnesota Internal Organizer