Collective Bargaining Agreement

between

Providence Place

and

SEIU Healthcare - Minnesota

Effective
March 1, 2019
through
February 28, 2022
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Agreement

between

SEIU Healthcare Minnesota

and

Senior Care Communities
d/b/a Providence Place

Preamble

This Agreement is made and entered into this 1st day of March 1, 2019, by Senior Care Communities d/b/a Providence Place (the "Employer") and SEIU Healthcare Minnesota, (the "Union"). The Employer recognizes the Union as the exclusive bargaining representative of Employees employed in the unit for which the Union was certified by the National Labor Relations Board in NLRB Case No. 18-RC-16107 as unit employees' exclusive representative.

Article 1 - Definition of Employees

1.1 Employees

Whenever used in this Agreement, the term "employees" shall be limited to all full-time and regular part-time LPN's, NAR's, TMA's, housekeeping assistants, laundry assistants, receptionists, health unit coordinators, custodians, supply coordinators, and non-professional employees in the therapy department employed by the Employer at its 3720 23rd Avenue South, Minneapolis, Minnesota facility. Employees who work over sixteen (16) hours per pay period (fifteen (15) hours for NAR's hired after November 1, 2001) will be subject to this Agreement and awarded seniority from their most recent date of hire. Excluded from the course of this Agreement are: professional employees, RNs, department heads, assistant housekeeping and laundry supervisor, social workers, nurse managers, nurse supervisors, office clerical employees, guards and supervisors as defined in the Act, as amended, and all other employees.

Article 2 - Recognition

2.1 Classification or Title Change

In the event the Employer and the Union are unable to agree as to the inclusion within the unit or exclusion from the unit of a new or modified job classification not specified in Appendix A hereto, the issue shall be submitted to the National Labor Relations Board for determination. Upon inclusion of a new or modified job classification within the bargaining unit, the wage rate of such classification shall be negotiated by the Employer and the Union and the rate agreed upon shall become a part of this Agreement. The Employer shall notify the Union as soon as practical of any proposed new classification or title.
2.2 No Contradictory Rule

The Employer agrees not to enter into any agreement or contract with its employees within the bargaining unit either individually or collectively, which conflicts with or contradicts any of the provisions of this Agreement.

Article 3 - Union Security

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

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying bi-weekly dues.

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

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

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

3.2 All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. “In good standing,” for the purpose of this Agreement, is defined to mean the payment of standard regular bi-weekly dues or non-member fees, 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 bi-weekly service fees equal to the standard bi-weekly dues paid by Union members. This payment in no event shall exceed the regular bi-weekly 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 unless deducted from the employee’s paycheck pursuant to Section 3.3 below. 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 unless deducted from the employee’s paycheck pursuant to Section 3.3 below.

Any Employee electing to pay the service fee who is delinquent in making the payments required herein for more than thirty (30) days shall be terminated by the Employer without any notice to the delinquent Employee. Termination shall occur within three (3) 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.

3.3 Dues Deductions

The Employer agrees to deduct Union dues, or comparable 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 more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees each pay period (or at such other intervals as may be agreed upon in writing by the Employer and the Union). Withheld amounts will be forwarded to the Union following the actual withholding, together with a record of the amount, social security number, and name of those for whom such deductions have been made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union. The Employer will work with the Union in order to process dues and reporting hours electronically.

Employees may express authorization by submitting a written application, through electronically recorded voice authorization, by submitting an on-line deduction authorization, or by any other means indicating agreement allowed under state and federal law. The Employer shall implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing and procedure for revocation, window periods, and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee’s membership in the Union.

The Union shall provide the Employer with the names of employees for whom dues shall be deducted.

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

If the employee does not remain in good standing, as defined above, the Employer shall terminate the employee within three (3) days of written notice to do so from the Union.
3.4 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:

- Current Employees: name, social security number, gross per pay period, and dues deduction amount.
- New Hires: name, hire date, address, phone number(s), cell phone number(s), email(s), social security number, classification, shift, unit or department, rate of pay, and number of hours worked per pay period.
- Terminated Employees: (from the bargaining unit) 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 hours per pay period, change in classification, shift, unit or department, any other changes affecting union membership or dues, and social security number.
- Hourly Reports: monthly lists of all employees in the bargaining unit with actual hours worked by pay period, along with name, social security number and period the hours cover.
- Seniority List: one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent monthly and posted in the employee break room.

3.5 Upon written notification of the Union, the Employer will provide yearly wage updates for each employee in the bargaining unit including any additional information requested by the Union for purposes of administering the union security provisions in this Agreement.

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

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

3.8 Conscientious Objection

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

3.9 Expiration of Agreement

All of the Employer's obligations under this Article of the Agreement, including but not limited to the obligation to deduct dues, to forward dues to the Union, or the duty to terminate employees for non-payment of dues, initiation fees, service fees, fines or assessments, shall end upon the expiration of this Agreement, absent a mutual agreement to extend, or mutual agreement otherwise.

Article 4 - Management Rights

Except as specifically limited by the written provisions of this Agreement, the Employer retains the exclusive right to manage the facility, to direct control, and schedule its operations and work force and to make any and all decisions affecting the business, whether or not specifically mentioned below. Such prerogatives, authority, and functions shall include but are not limited to the sole exclusive rights to:

1. Hire, promote, demote, layoff, assign, transfer, discipline, suspend, or discharge for just cause;

2. Select and determine the number of employees, including the number assigned to any particular work;

3. To increase or decrease that number;

4. Direct and schedule the work force;

5. Determine the location and type of operation;

6. Install or remove equipment;

7. Determine the methods, procedures, materials, and operations to be utilized by the Employer;

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

9. Promulgate, post and enforce reasonable rules and regulations governing the attendance, conduct, and acts of employees during work hours;
10. Select supervisory employees;

11. Train employees;

12. Introduce new and improved methods of operations;

13. Establish, change, combine, or abolish job classifications, and determine job content and qualifications;

14. Set reasonable standard of performance of the employees;

15. Develop and distribute employee handbook and employee-related policies, procedures, and forms.

**Article 5 - Subcontracting**

The Employer and the Union agree that the Employer shall not contract out services that would affect bargaining unit employees without first, notifying the Union of such; and second, meeting with representatives of the Union to confer and look at possible alternatives to such subcontracting.

**Article 6 - No Discrimination**

The Employer agrees that it will not discriminate against an employee or applicant for employment for or on account of his/her affiliation or activities with any Union. The Employer agrees that it will not discriminate against any applicant or employee with respect to his/her hiring tenure, upgrading conditions, facilities privileges, compensation, terms or conditions of employment, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individual's race, color, creed, religion, age, sex or national origin, disability, disability related to pregnancy or childbirth, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local commission, or any other characteristic protected under any other federal, state or local statute, administrative regulation, or ordinance.

**Article 7 - Probationary Period**

All employees covered by this Agreement who are hired on or after the effective date of this Agreement, whether or not previously employed by the Employer, shall be subject to a probationary period of ninety (90) calendar days.

Seniority shall not accrue to employees during their probationary period. However, upon successful completion of the said probationary period, all employees shall be deemed to be regular employees covered by the terms of this Agreement and their seniority shall revert back to the date of hire.
During the probationary period, an employee may be terminated with or without cause and such action shall not be subject to the grievance procedure.

The probationary period may be extended for an additional thirty (30) calendar days at the Employer's discretion. The Employer shall notify the Union, in writing, of the name of the employee who will have his/her probationary period extended. The notice must be received by the Union no later than the eightieth (80th) calendar day of the probationary period of the employee involved.

Article 8 - Discharge

8.1 Failure to Return to Work

If the employee fails to return to work as scheduled, or to furnish the Employer with a justifiable excuse within forty-eight (48) hours thereof, such failure to report to work shall be presumed to be a resignation without proper notice from the service of the Employer and termination of such employee's seniority and employment.

8.2 No Discharge without Cause

The Employer shall not discipline an employee without just cause.

Before taking disciplinary action, the Employer will investigate the situation. In work performance discipline the Employer will take into account the employee's work assignment.

8.3 Discharge - Suspension Notices - Copies to Union

A written grievance relating to any disciplinary action must be received by the Employer within eight (8) calendar days of the employee receiving the disciplinary action. With regards to discipline, the parties agree that verbal and written warnings shall only be subject to steps one and two of the grievance and arbitration procedure. If not satisfactorily resolved after Step 2, the employee shall have the right to respond in writing. The written objections shall be made part of the employee's personnel file. The Union may refer final written warnings to Federal Mediation and Conciliation for non-binding mediation in the effort to resolve the grievance.

A written notice of any disciplinary action shall be given the employee and a copy sent to the Union if requested by the disciplined employee or the Union.

Article 9 - Labor/Management Meetings

The Employer and the Union agree that during the life of this Agreement, individuals from both parties (the number to be mutually agreed upon) be designated in writing by each party to the other for the purpose of meeting on a mutually agreeable schedule and at mutually agreeable times and places so as
to apprise the other of problems, concerns, suggestions, ideas, etc., related to the facility, the work force and resident services, all to promote better understanding with the other. All topics for such meetings include staffing and other issues to shall be mutually agreed upon and shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement; and such meeting shall be exclusive of the grievance and arbitrations proceedings in this Agreement, as grievances shall not be considered proper subjects at such meetings.

The Labor Management Committee shall meet at least one time per month unless mutually agreed to. The Union shall select a maximum of six members including the Union representative.

**Article 10 - Grievance Procedure**

10.1 Grievance Procedure

Should any dispute or disagreement arise over the interpretation, application or compliance with the contents of this Agreement, except as related to discipline or discharge, there shall be an earnest effort on the part of both parties to promptly settle the dispute or disagreement through the following Steps. Employer grievances are initiated by the Employer notifying the Union's Business Representative/Designee, who shall be responsible for providing responses required under this procedure.

10.2 Step 1

A grievance shall be reduced to writing and submitted to the Union Representative or the Employer's Management Representative within ten calendar days of occurrence (except that as to grievances over wages, hours and vacation provisions of this Agreement, such notice shall be timely if given within thirty (30) calendar days after the regular pay day for the period in which the violation occurred). A written grievance will be filed on the SEIU grievance form which includes violation, remedy, date of grievance and name of person filing, employee, steward/leader or union representative. The Employer's Representative shall meet with the Union's Representative or Designee in an attempt to resolve the grievance within fourteen (14) calendar days of receipt of a written grievance.

10.3 Step 2

If a satisfactory settlement cannot be reached at the Step 1 meeting, the grievance may be submitted to the Federal Mediation and Conciliation Service (FMCS) grievance mediation process, if the Union so requests in writing within ten (10) calendar days of the receipt of the response from the first meeting and the Employer agrees to such submission.
10.4 Step 3

If satisfactory settlement cannot be reached through FMCS grievance mediation process, the grievance may be submitted to arbitration, if requested by either party in writing to the other party within ten (10) calendar days of the grievance mediation process as provided above.

A. If a grievance is not resolved in Step 3, either party may refer a grievance to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following receipt of an answer from the Step 3 meeting. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. Each party has the right to reject one panel. The Employer and the Union shall each alternatively strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute.

B. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

C. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Employer, the Union and employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. Each party shall bear the expense of preparing and presenting its own case. Each party shall be responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last-minute postponement that leads to the arbitrator making a charge, the canceling party or the party asking for the postponement shall pay this charge.

D. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. The time limitations provided herein, however, may be extended by mutual agreement of the parties. Any grievance not timely responded to at a particular step shall be treated as denied at that step and may be advanced to the next step. However, the parties may, upon mutual agreement, return a grievance to a prior step for further consideration and possible modification of the response. In the event a grievance is returned to a prior step, the parties shall agree upon a timetable for further response.
**Article 11 - Union Representative Access/Bulletin Boards/Stewards**

11.1 Access to Facility

Union Representatives are allowed on the Employer's property, upon consultation with the Employer, as provided below:

- The Employer has advance knowledge of the name and title of the Union Representative.
- The Union has notified the Employer of their intent to access the Employer's property and has confirmed availability of the Community Room, not to be unreasonably denied.
- The Union Representative must sign in and meet with bargaining members in the community room away from patients and other employees.
- The Union Representative will hold such meetings Monday through Friday during normal business hours unless they have approval for a different time, not to be unreasonably denied.

11.2 Bulletin Boards

A designated bulletin board located in the employee's lounge shall be provided by and for the exclusive use of the Union for communicating with employees. A Union Representative shall have access to the Bulletin Board Monday through Friday during business hours provided the provisions in Article 11.1 "Access to Facility" are followed. Notices or literature other than that for the normal conduct of the Union's business (i.e., meeting notices, steward/leader lists, union social activities, etc.) must first have the Employer's approval. The Employer's approval shall not be unreasonably denied.

11.3 Steward Committee

The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, job stewards/leaders to handle Union business. Stewards/leaders handling Union business shall do so on unpaid time. However, should the Employer request a steward/leader or stewards/leaders to attend any meeting, such time shall be on Employer's time. The Employer will provide the name, address, telephone, job and shift of all new hires to the Stewards/leaders.

The Employer agrees to recognize the Business Representative of the Union or his/her designee as the proper authority to adjust with the Employer, any controversy between the parties as to the meaning and application of the provisions of this Agreement.

A Steward/leader shall be allowed to attend new employee orientation on paid time for the purpose of distributing Union new employee packets.

11.4 Orientation
The Employer shall allow a Steward/Leader thirty (30) minutes on paid time, in new employee orientation for the purpose of informing new employees as to the identity of Union Stewards/Leaders, to inform new hires about the Union and to answer questions. The Employer shall provide a list of new employees to the Steward/Leader(s) one week or as soon thereafter as possible, ahead of orientation.

Article 12 - Seniority

12.1 Placement on List

Employees retained by the Employer, after completion of their probationary period, will be credited with seniority as of their first day of employment with the Employer and their names will be added to the seniority list.

12.2 Basis of Seniority

Seniority will be based on the total compensated hours since an employee’s most recent date of hire. There shall be separate seniority lists for each classification, which shall include full-time and part-time employees. Employees working in more than one classification shall accrue all their seniority in their primary classification. Seniority shall be by classification within each department based on all compensated hours within that classification.

12.3 Seniority Lists

The Employer shall, on or before the thirtieth (30th) day following the commencement of this Agreement, prepare and post seniority lists by classification of all employees covered by this Agreement, specifying the seniority of each employee. Such lists shall be updated every month. The list shall be posted on the Union bulletin board and a copy sent to the Union.

12.4 Vacancies

All vacancies, whether in existing or proposed new bargaining unit classifications, shall be posted at least three (3) days before being filed. Such notice shall state the job classification to be filled and if possible, the anticipated shift of work and hours of work. Vacancies within a job classification shall be filled in order of classification seniority, except that special certification or documented training may be considered for positions requiring special skills. If the vacancy is not filled from within the classification, the most senior qualified applicant outside the classification shall be awarded the position, except that special certification or documented training may be required for positions requiring special skills.

12.5 Transfers
Employees voluntarily transferring from one classification to another will accrue compensated hours for purposes of seniority, from the date of transfer to the new classification. Employees involuntarily transferred from one classification to another shall retain all previously accrued compensated hours.

12.6 Benefits

Benefits shall be based upon total compensated hours.

12.7 Layoffs/Reduction/Recall

In reducing the number of employees or making a 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/or reductions in hours shall be made in reverse order of seniority, by classification within a department. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for up to a maximum of six (6) months.

In making a temporary reduction in hours, the Employer will determine the number of positions and/or hours to be reduced from each classification and shift(s). The following provisions apply only to employees who have completed their probationary period. In order to facilitate effective orientation of new employees, and in order to enhance the continuity of resident care, the Employer shall not be required to move probationary employees among units, pursuant to the following provisions. Subject to the preceding terms, reductions in hours shall be made according to the procedures set forth below:

1. The Employer is committed to minimizing usage of outside "pool" workers in bargaining unit classifications. To the extent the Employer can do so without compromising resident care, the Employer will avoid scheduling pool workers, and whenever possible, will reduce pool workers' hours as the Employer's first step to achieve hours reductions;

2. Employees who have agreed to work (pick up) extra shifts on an overtime basis shall first have their hours reduced, beginning with the least senior of those employees working on an overtime basis, assigned to the unit(s) where hours reductions may be necessary;

3. The Employer will solicit volunteers, by unit, who wish to have their hours reduced. If more than one employee within a unit volunteers for hours reduction, the most senior employee within a unit who applies to have their hours voluntarily reduced shall have their hours reduced.

4. If the above steps do not achieve the needed hours reductions, then the least senior employee assigned to a unit/shift shall have their hours reduced;

5. If the Employer's need to reduce hours is a function of unanticipated resident deaths, discharges, or other circumstances which require an immediate reduction in hours which could not have been achieved by pre-shift scheduling, the Employer may reduce the hours in the manner outlined in #1-4.
6. Relative seniority among employees shall be determined by shift, according to employees' respective place on the seniority list for their classification. The Employer shall not be required to maintain separate seniority lists by unit, floor, etc.

Article 13 - Hours of Work and Overtime

Nothing contained in this Agreement shall be construed as a guarantee or commitment by the Employer to any employee of a minimum or maximum number of hours of work per day, per week, or per year, except as otherwise expressly provided in this Agreement. The Employer's pay records shall govern the payment of all wages.

13.1 Pay Period

The pay period shall consist of fourteen (14) consecutive days beginning immediately after the 10:30 p.m. shift Friday and ending at the 10:30 p.m. shift Friday. The Employer may adjust the time/day/start time of the payroll period with not less than fourteen (14) days prior notice to the Union and employees.

13.2 Workday

A workday is a period of twenty-four (24) consecutive hours beginning at times which will be set by the Employer and regarding which employees will be notified.

13.3 Work Period

NAR Classification: The regular work day will generally be seven and one-half (7.5) hours although individual employee shifts may vary in length as well as start and end times. An employee who works in excess of eighty (80) hours during the two week pay period, in excess of eight (8) hours in any twenty-four (24) hour work day, or in excess of eight (8) consecutive hours shall be paid at one and one-half (1.5) times the employee's regular rate of pay for all hours worked.

All Other Classifications: The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen (14) consecutive days). The regular workday will be eight (8) hours. An employee who works in excess of eighty (80) hours during the two (2) week pay period or in excess of eight (8) hours in any work day or in excess of eight (8) consecutive hours shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for all hours so worked.

Employees shall normally work up to ten (10) days per pay period including alternate weekends. Employees who desire to work more weekends may request to be scheduled accordingly.

Employees shall not be required to take time off in lieu of overtime pay.
13.4 Consecutive Days of Work

No employee shall be required to work more than seven (7) consecutive days during a two (2) week period without the payment of overtime at one and one-half (1.5) times the employee's straight-time hourly rate of pay for any days in excess of seven (7) required consecutive days. Such rate of pay shall continue until the employee's next day off.

13.5 Eight Hours Between Scheduled Shifts

Employees shall not be required to return to work within eight (8) hours following the end of the employee's last scheduled prior shift except upon payment of overtime at one and one-half (1.5) times the employee's straight-time hourly rate of pay for all hours worked until the eight (8) hour requirement is met.

13.6 Flexible Scheduling

The Employer and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours (seven and one-half (7.5) hours for NAR's) per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

An employee shall have an opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible schedules. The Employer shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible schedule to which the employee has agreed. An employee electing to work schedules under this Section may revoke such election by giving the Employer written notice of four (4) weeks.

The Employer and an individual employee may agree, in order to accommodate a flexible schedule, that the basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in this Section.

13.7 Work Week Schedules

In the establishment of workweek schedules, the Employer shall give preference to employees in accordance with seniority by classification.

13.8 Posting of Schedules

Schedules shall be posted a minimum of one (1) week in advance of the employee's scheduled work. Once posted, no employee's schedule shall be changed except upon agreement of the affected employee. Employees will be allowed to trade scheduled workdays with the Employer's approval.
13.9 Extra Hours

At no time shall the Employer be left without sufficient number of employees to do the work. To insure the above, the following steps will be followed:

1. Extra hours will be posted as far in advance as possible and as such hours are awarded following the process below, the name of the employee awarded the shift shall be highlighted on the posting. Hours awarded after the posting of the schedule shall also follow a seniority process.

2. All extra hours will first be offered to regularly scheduled part-time employees by seniority on a non-overtime basis.

3. If hours are still not covered, they will be offered to casual employees.

4. All extra hours will then be offered to employees by seniority on an overtime basis.

5. The Employer will attempt to use pool employees.

6. If the steps above do not fill the shift, then an employee may be mandated on a rotating basis starting with the least senior employee to fill the vacant shift.

13.10 In-service/Training Meetings

If an employee is required by the Employer to attend or complete school, in-service, safety meetings, or trainings, he/she shall be paid for the time spent in such activity at the rate he/she would have been earning under this Agreement if he/she had been working. Employees who come on the premises for the sole purpose of attending a mandatory in-service, class, training or meeting shall be paid a minimum of one (1) hour of pay at that employee's appropriate rate of pay. An employee who attends school voluntarily or under a voluntary plan set up by the Employer shall not be paid for the time spent in said voluntary attendance.

The Employer agrees to make reasonable efforts to schedule training during or in conjunction with the employees work shift. If the Employer cannot schedule training as above, an employee who is unable to attend will receive the information from the Employer and be accountable for the training.

Employees will be on paid time while doing computer training and such training will not interfere with break times. Employees attending training will have work assignments modified to cover training time and will only be disciplined according to Article 8.1.

Licensed employees may attend C.E.U. programs offered on the Employer's premises with prior approval. Attendance or non-mandatory C.E.U. programs must be pre-approved by an employee's supervisor and the Employer may require proof of attendance as a condition of reimbursement. The Employer may, at its discretion, permit employees to attend C.E.U. programs conducted outside the Employer's facility. If
such prior permission is granted, proof of attendance will be required and employees will be paid at their appropriate hourly rate for the C.E.U. hours and will be reimbursed for pre-approved tuition expenses.

13.11 NAR/TMA Shift Duration

The Union and the Employer acknowledge that the Employer has hired certain employees to initially work shifts of eight and one-half (8.5) hours in duration. The Employer and the Union agree that the employees hired prior to November 1, 2001 will have their regular shifts reduced from eight and one-half (8.5) to eight (8) hours as part of an overall Employer reduction if shift lengths. Employees shall be paid for eight (8) hours for each eight (8) hour shift worked. Such employees will be paid for seven and one-half (7.5) hours worked and will be paid for an additional one-half (.5) hour as "other earnings." Employees will be paid at an overtime rate only for hours worked over eight (8) in a twenty-four (24) hour period, over eighty in a fourteen (14) day period, or after seven (7) consecutive scheduled days.

Nevertheless, employees hired prior to November 1, 2001 may have their hours reduced consistent with other provisions of the Collective Bargaining Agreement.

Article 14 - Break/Meal Periods

14.1 Employee Dining Room

An employee dining room/lounge area shall be available for the convenience of the employees. The employees shall have a lounge available to them to which the residents have only limited access.

14.2 Break Periods

Employees shall receive paid breaks according to the number of hours worked.

<table>
<thead>
<tr>
<th>Length of Shift</th>
<th>Break Times</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 hours to 6 hours</td>
<td>One paid 15-minute break</td>
</tr>
<tr>
<td>6 hours to 7.25 hours</td>
<td>One paid 20-minute break</td>
</tr>
<tr>
<td>7.25 hours to 12 hours</td>
<td>Two paid 15-minute breaks and one unpaid 30-minute break</td>
</tr>
<tr>
<td>12 ½ hours or more</td>
<td>Two paid 30-minute breaks</td>
</tr>
</tbody>
</table>

Article 15 - Holidays

15.1 Employees who have completed their probationary period and work the following holidays shall be paid at the rate of double time for all hours worked on such days:

<table>
<thead>
<tr>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
</tr>
<tr>
<td>Memorial Day</td>
</tr>
<tr>
<td>July 4th</td>
</tr>
<tr>
<td>Labor Day</td>
</tr>
<tr>
<td>Thanksgiving</td>
</tr>
<tr>
<td>Christmas Day</td>
</tr>
</tbody>
</table>
15.2 Upon completion of one (1) year, full-time employees will be given an additional two (2) floating holidays to be taken only from Monday through Friday at a time mutually agreed upon between each individual employee and Providence Place. For the purposes of this section, the night shift shall be allowed to take floating holidays Sunday through Thursday.

15.3 Full-time employees who have completed their probationary period and who do not work on the designated holidays shall receive one (1) day’s holiday pay at their regular straight time rate of pay as holiday pay.

15.4 Employees who are absent on their scheduled work day prior to or after a holiday shall not be eligible for holiday pay.

15.5 Employees scheduled to work a holiday, but who do not work such holiday, shall not receive holiday pay.

15.6 For the purpose of the above two paragraphs, scheduled shall mean a regularly scheduled shift or a shift that an employee has agreed to work.

15.7 Each department shall determine how holiday coverage will be scheduled. Should agreement not be reached, seniority shall prevail. Notwithstanding, employees shall be expected to work two (2) out of the three (3) following holidays: Thanksgiving, Christmas Day and New Year’s Day on a rotating year-to-year basis. (Example: Should an employee have Christmas Day off this year, that employee shall be expected to work Christmas Day next year.) Each department shall post the policy for that department. The Holiday schedule shall be posted fourteen (14) days in advance of the holiday.

Article 16 - Vacations

16.1 Employees are eligible for paid vacation according to the following eligibility criteria, accrual schedule and scheduling needs.

16.2 To be eligible for paid vacation, employees must have completed one (1) year of employment with the Employer.

16.3 Accrual Schedule

Any hours worked less than 2080 hours (1950 hours for NA/Rs hired after November 1, 2001) will be prorated.

<table>
<thead>
<tr>
<th>Lifetime Hours</th>
<th>Rate</th>
<th>Accrual Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>1950</td>
<td>0.026924</td>
<td>52.5</td>
</tr>
<tr>
<td>3900</td>
<td>0.038462</td>
<td>75</td>
</tr>
<tr>
<td>9450</td>
<td>0.038462</td>
<td>112.5</td>
</tr>
<tr>
<td>Lifetime Hours</td>
<td>Rate</td>
<td>Accrual Max</td>
</tr>
<tr>
<td>---------------</td>
<td>---------</td>
<td>-------------</td>
</tr>
<tr>
<td>2080</td>
<td>0.026924</td>
<td>56</td>
</tr>
<tr>
<td>4160</td>
<td>0.038462</td>
<td>80</td>
</tr>
<tr>
<td>10400</td>
<td>0.038462</td>
<td>120</td>
</tr>
<tr>
<td>20800</td>
<td>0.076924</td>
<td>160</td>
</tr>
</tbody>
</table>

### LPN

<table>
<thead>
<tr>
<th>Lifetime Hours</th>
<th>Rate</th>
<th>Accrual Max</th>
</tr>
</thead>
<tbody>
<tr>
<td>2080</td>
<td>0.038462</td>
<td>80 hours</td>
</tr>
<tr>
<td>6240</td>
<td>0.057693</td>
<td>120 hours</td>
</tr>
<tr>
<td>14560</td>
<td>0.065385</td>
<td>136 hours</td>
</tr>
<tr>
<td>20800</td>
<td>0.076924</td>
<td>160 hours</td>
</tr>
</tbody>
</table>

On their first anniversary date, employees shall have access to vacation time accrued during their first year. After their first anniversary date, employees will also have access to vacation time as accrued.

16.4 An employee's vacation accrual rate will be determined by that employee's lifetime compensated hours from his/her most recent date of hire with the Employer regardless of classification.

16.5 All requests will be responded to in writing and placed in a 3-ring binder outside the Staffing office.

All requests will be submitted in writing and responded to in writing within five (5) business days as approved or denied. All denied requests will include a reason for the denial. With notice to the Union, the Employer may implement an electronic response method through the timekeeping/scheduling system in place of current 3 ring binder notification method.

All vacation requests not submitted during the period described above must be submitted not less than two (2) weeks prior to the posting of the workweek schedule covering the period of requested time off and will be granted on a first-come first-served basis, subject to the needs of the Employer.

Requests for vacation without two (2) weeks' notice may be considered on an individual basis.

16.6 Miscellaneous

1. Paid vacation may be taken in less than eight (8) hour increments.

2. If a holiday for which an employee is eligible to be paid occurs during an employee's vacation, such employee shall be paid for the holiday and vacation may be scheduled for another time.

3. Normally, an employee will only be granted vacation for one (1) scheduled work weekend during his/her anniversary year, unless availability is greater provided that overtime and pool are not used to accommodate the request.
4. An employee who has completed one (1) year of service and resigns with not less than fourteen (14) days advance notice to the Employer shall be paid for 75% of accrued but unused vacation as of the date of resignation. Licensed Practical Nurses (LPNs) who complete one (1) year of service and resigns with not less than thirty (30) days advance notice to the Employer shall be paid for 100% of accrued but unused vacation as of the date of resignation. Employees who resign with proper notice must work all scheduled shifts during the notice period to be eligible for payment of unused vacation, unless absence is for reasons of approved schedule changes, days off, vacation, personal or MN Parenting Leave, illness with a physician’s documentation, or are FMLA approved absence, documented funeral, jury duty, military leaves or Minneapolis Sick and Safe Time qualified.

5. An employee whose hours are reduced may take vacation for any hours so reduced.

6. Employees who take vacation in a pay period and also work in the same pay period shall be entitled to be paid for both.

7. Generally, vacation requests will be capped at increments equal to the accrual rate of the employee for the current year, as determined by the Employer, based on the needs of the facility. Employees may carry over vacation from anniversary year to anniversary year in a maximum amount equal to their accrual rate for the year accrued. A 90-day extension for excess carryover may be granted, provided the employee has requested vacation and been denied two (2) times during the anniversary year. Additional 90-day extensions shall be granted provided the employee has requested, and been denied, two (2) additional times during the previous 90-day period.

**Article 17 - Leaves of Absence**

17.1 Illness/Injury/General Leave

After ninety (90) days of employment, the employee is eligible for a leave of absence of up to three (3) months without pay if the employee is unable to work due to illness or injury, upon permission from the department supervisor and administration. A physician’s statement is necessary to state that the employee is unable to work for a designated length of time. The employee shall also furnish a physician’s report certifying when the employee is capable of returning to work without restrictions. However, a qualified individual under the ADA may be provided a reasonable accommodation to perform the essential functions of their jobs in order to return to work.

17.2 Family Leave

An employee may take a leave of absence for child rearing purposes or for the serious medical condition of a parent, spouse or child in accordance with the Family and Medical Leave Act (FMLA) and/or the Minnesota Parental Leave Act, if applicable. The Employer shall have discretion to establish rules, etc. regarding FMLA/Parental Leave as permitted by law. Leaves under various statues shall be taken concurrently unless otherwise required under law.

17.3 Personal Leaves
Request for leaves of absence for reasons other than illness, disability, family, funeral, military, child rearing or jury duty shall be made in writing. Such request may be granted at the discretion of the Employer. Personal leaves up to thirty (30) days may be added to any personal leave due to special circumstances approved at the discretion of the Employer, or the employee may be moved to unscheduled status. If the employee fails to report to work as scheduled at the end of an approved leave, or to furnish the Employer with a justifiable excuse within forty-eight (48) hours thereof, such failure to report to work shall be presumed to be a resignation from the service of the Employer and termination of such employee's seniority and employment.

17.4 Military Leave

The Employer shall comply with all applicable state or federal laws relating to such leave.

17.5 Benefits during Unpaid Leave

During an unpaid leave of absence, the employee will not earn benefits (vacation, sick leave, holiday, etc.) or accrue seniority. However, the employee will not lose any benefits earned up to the beginning of the leave and will commence earning benefits upon return from the leave.

17.6 Request for Leave

Request for a leave of absence, except medical/disability leave, shall be made at least two (2) weeks in advance unless otherwise permitted by law.

17.7 Hospitalization Insurance during Leave

Hospitalization insurance may be continued during the unpaid leave of absence if the employee pays the premium during that time; provided however, for employees on FMLA Leave (via the Family and Medical Leave Act), the Employer shall have such employee's health insurance coverage paid on the same basis as when the employee was working. The Employer's obligation, if any, to pay the employee's insurance premium or any portion thereof, while the employee is on leave, shall end upon the commencement of a leave of absence unless otherwise required by law.

17.8 Funeral Leave

Funeral leave will be for the death of an immediate family member (parent, grandparent, spouse, child, stepchild, brother, sister, domestic partner in a sustained relationship, or grandchild). After six (6) months of employment, an employee is eligible for a leave of absence of three (3) days with pay and before six (6) months of employment, an employee is eligible for a leave of absence of three (3) days without pay. Such leave shall be the day of the funeral and the days before and after unless different days are agreed upon between the employee and the supervisor.

These days are applicable for pay only if the employee was scheduled to work these days. The employee must attend the funeral in order to receive funeral leave and may be asked for proof of attendance. Benefits shall accrue for the employee on funeral leave.

17.9 Jury Duty Leave
An employee called to serve on jury duty shall be allowed time off by the Employer and shall be reimbursed for the difference between the amount paid for such jury duty and his/her compensation for regularly scheduled work hours necessarily lost because of such service, for a period of time not to exceed three (3) weeks. Employees on jury duty leave are encouraged to work those hours otherwise scheduled when the employee is not serving on the jury. Employees called to serve on a jury must notify their department head as soon as possible so that a replacement may be found. The employee must document days/hours of jury duty and pay received.

17.10 Union Leave

One (1) Union member, if requested, shall be granted a Union leave up to one (1) month per contract year. The Member chosen by the Union shall be approved by the Administrator. If that Member is not approved by the Administrator, the Union Representative may choose another member. Length of service increments, insurance, and vacation benefits shall continue to accrue during the first fifteen (15) calendar days of such leave. An employee on a Union leave shall be entitled to return to his/her former position and schedule.

Article 18 - Paid leave

The Employer shall continue to offer paid leave in accordance with its current policies and following schedules. An employee otherwise eligible to use paid leave on the first day of an unforeseen absence will not, for the remainder of the cost year, be paid for the first day of the fifth or more unforeseen absence.

Employees must work at least 624 hours (585 hours for NAR's hired after November 1, 2001) during a prior Employer cost year (October 1 through September 30) in order to be eligible for paid leave during the following year.

LPN's

6.67 hours paid leave per 173 hours worked - maximum 80 hours per year

Effective 1/1/08, accrual shall be based on employee's anniversary date. Any unused time at the end of the year will be banked as short-term disability leave time.

All Other Unit Classifications

5.33 hours paid leave per 173 hours worked - maximum 64 hours per year.

Effective 1/1/08, accrual shall be based on employee's anniversary date. Any unused time at the end of the year will be banked as short-term disability leave time.

NAR's Hired after November 1, 2001

5.33 hours paid leave per 162.5 hours worked - maximum of 64 hours per year

Effective 1/1/08 accrual shall be based on employee's anniversary date. Any unused time at the end of the year will be banked as short-term disability leave time.
Short Term Disability

1. The purpose of Short-Term Disability is to help provide the employee with a source of income if the employee becomes disabled due to a serious illness or with an off-the-job injury.

2. An employee is able to apply Short Term Disability hours toward time taken off for bed rest related to a pregnancy as well as time taken off for maternity leave.

3. An employee is required to provide a Doctor's note in order to be able to access Short Term Disability hours if the employee is out of work more than 3 consecutive scheduled days unless such time is non-FMLA qualified and protected leave under the Minneapolis Sick and Safe Time ordinance.

4. A full-time employee can accrue up to 80 life-time hours in his/her Short-Term Disability account. A part-time employee can accrue up to 40 life-time hours in his/her Short-Term Disability account.

5. An employee must complete one year of employment in order to be able to access Short Term Disability hours.

Article 19 - Insurance

19.1 Health Insurance

Employees working an average of thirty (30) hours or more per week may participate in the Providence Place health plan. The specific benefits of the plan, as well as the plan itself, may be subject to change or improvement at the Employer’s discretion. In the event the changes occur during the life of this Agreement, the Employer need not seek the Union’s prior agreement, but the Employer will promptly notify the Union, in advance, of the change or improvements and the effective date thereof. With notification to the Employer, the Union and the Employer agree to meet and confer over any such changes.

See Appendix 1 for current health plan Employer and Employee premium contributions effective January 1, 2019 subject to the provisions of this Article.

19.2 Dental Insurance

The Employer will offer a dental insurance plan with coverage, eligibility criteria, deductibles, etc., to be determined by the plan. The Employer will arrange the plan and will deduct premiums from the employees' wages. The cost of the premium shall be at the sole expense of the employee.

19.3 Term Life Insurance

The Employer shall continue to provide $10,000 coverage for all employees who have completed one (1) year of employment and are scheduled to work sixty-four (64) or more hours per pay period at no cost to the employee.

19.4 403b Plan
The Employer shall continue to offer a 403b plan to employees who have completed one (1) year of employment, work a minimum of 20 hours per week and are 21 years of age.

Article 20 – Wages

20.1 The Scales will be adjusted by 2% the first full pay period after March 1, 2019, 2% the first full pay period after March 1, 2020 and 2% the first full pay period after March 1, 2021. The scales are attached as Appendixes.

Scales will continue to move.

Employees will receive a five hundred ($500.00) bonus payment on their anniversary date beginning in year two of the Agreement for those who have been at the top of the scale the previous year.

20.2 Pay Days

Definite pay days shall be established on a regular two (2) week pay period. The Employer may change the pay day with prior notification to the Union and unit employees. An employee shall be permitted to know on what basis his/her pay is arrived at and shall be given reasonable evidence of the accuracy of the total take home pay, if requested.

20.3 Charge LPN

Should the Employer designate an LPN for charge duty, such LPN shall be paid two dollars and fifty cents ($2.50) per hour for all hours worked as charge.

20.4 LPN Differential

<table>
<thead>
<tr>
<th></th>
<th>Hired after 10/1/00</th>
<th>Hired before 10/1/00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekend Days</td>
<td>$2.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>Weekend PMs</td>
<td>$3.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>Weekend NOCs</td>
<td>$3.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>Non-Weekend PM/NOs</td>
<td>$1.00</td>
<td>$3.00</td>
</tr>
</tbody>
</table>

20.5 NARs working 3 out of 4 weekends receive $4.00 more per hour.

20.6 Experience Credit

The Employer shall grant previous experience credit, up to the maximums listed below, for new hires for purposes of placing the employee on the wage scale beyond the start rate. Once an employee is granted such experience credit, he/she shall move on the wage scale from that point on. Experience credit must be directly related in a healthcare facility - one (1) year full-time equivalent equals one (1) year credit on the wage scale.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Maximum Years of Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>LPN</td>
<td>8 years</td>
</tr>
<tr>
<td>NAR/TMA</td>
<td>8 years</td>
</tr>
</tbody>
</table>
Housekeeping/Laundry  8 years
HUC  8 years
Receptionist  8 years
Purchasing  8 years

20.7 Two (2) Hour Guarantee. Employees required to report to work on a scheduled shift or escort assignment will be guaranteed at least two (2) hours work or two (2) hours pay. An employee who picks up an additional shift and would be cancelled shall be given the choice of not working and not receiving the two (2) hours guaranteed pay or working as assigned. If the employee is to be cancelled and the Employer has given a good faith effort to reach the employee prior to the start of the shift, the employee shall not be eligible to receive the two (2) hours pay or work.

Article 21 - Successorship

In the event of a transfer, sale or assignment of the Employer's facility, the Union shall be notified as soon as practical in advance of such action. Upon request of the Union, the Employer agrees to meet and confer about the effects of such transfer, sale or assignment upon the bargaining unit employees.

Article 22 - Miscellaneous

22.1 Personnel Records

An employee shall be entitled to inspect his/her records (as defined under Minnesota law), including but not limited to, performance appraisals, disciplinary notices or records and attendance. Such review will be at reasonable times, for example: at break time; before or after an employee shift and with proper notice to the Employer, in accordance with applicable Minnesota law. The personnel file will be available for review at the time indicated in the written notice. All time slips will be folded and stapled before being hung in the building.

22.2 Name Tags/Transfer Belts

If the Employer requires the employee to wear an identifying device of any nature or a transfer belt, such devices shall be furnished initially by the Employer at no cost to the employee. The responsibility for repair or replacement shall be at the employee's expense.

22.3 Lab Work/Mantoux Test

If an annual chest x-ray and/or Mantoux test are required by the Employer, they will be done at the expense of the Employer.

22.4 Hepatitis Vaccine

The Employer shall provide a non-probationary employee's Hepatitis B vaccine at no cost to the employee should the employee desire to be vaccinated.

22.5 Uniforms
Any change in uniform policy shall be negotiated with the Union before being implemented. Nurses shall be permitted to wear different scrubs. NARs and LPNs will be allowed to wear any color of uniform provided it is a scrub.

22.6 Training

The Employer shall provide adequate training for all employees regularly scheduled to work in areas requiring special skills or training. Such areas or units include, but are not limited to, memory care and mental health.

22.7 Employee Handbooks and Policies

The Employer shall provide every new hire with a current Employee Handbook. There shall be a posting by schedules explaining that current Employees may request replacement handbooks. In addition, employees shall sign and acknowledge receipt of any new policies and such policies shall be posted by the schedule.

Article 23 - No Strike/No Lockout

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

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

1. Notify the Employer that such strike is unauthorized;
2. Order its members to return to work; and
3. Advise the employees, in writing, that the strike is unauthorized and that the employees are directed to cease such action and return to normal work.

The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of this Agreement.

Article 24 - Savings Clause

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek a substitute provision which is in conformity with the applicable law.

Article 25 - COPE/Lobby Day

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

25.2 Lobby Day

The Employer will allow five (5) members chosen by the Union Business Representative to attend one (1) SEIU Healthcare Minnesota Lobby Day per year per employee on paid time.

**Article 26 - Duration and Changes**

26.1 Duration

This Agreement shall become effective on March 1, 2019 and shall remain in effect through February 28, 2022.

26.2 Termination or Changes

It shall be automatically renewed from year to year thereafter unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90), but not more than one hundred twenty (120) days prior to February 28, of any year thereafter if it is automatically renewed.

Senior Care Providence, LLC  
d/b/a Providence Place

By [Signature]

Date 4/25/19

SEIU Healthcare Minnesota

By [Signature]

Date 4/25/19
Letter of Understanding
Between
SEIU Healthcare
and
Providence Place
Employee Scholarships
(Bargaining Unit Employees Only)

Policy

Providence Place will offer eligible employees scholarship funds in accordance with applicable Minnesota law and related Minnesota Department of Human Services regulations.

The purpose of this program is to support the Employer's efforts to recruit and retain qualified employees and to increase the Employer's long-term care workforce.

Eligibility

In order to receive scholarship funds under this policy, employees must satisfy the following eligibility requirements.

1. The employee must work an average of at least twenty (20) hours per week at Providence Place;

2. The employee must work in a classification other than that of Administrator, Department Supervisor or Registered Nurse.

Approved Programs/Areas of Study

The Employer will reimburse employees for allowable expenditures (explained below) related to the following programs:

1. A course of study expected to lead to career advancement within the facility or within the field of long-term care. This may be evidenced by a course of study that would directly result in:
    a. a recognized certification, title, licensure or degree program
    b. an enhanced wage rate

2. Medical care Interpreter services

3. Social work

4. Job-related English as a second language

The Employer Will Reimburse Eligible Employees for the Following Types of Expenditures
1. Required tuition, books, fees and other required expenses
2. Reasonable costs associated with an educational or training program that were incurred as a direct result of participation in such a program

Non-Reimbursable Expenditures
1. Mandatory LPN continuing education credits/units (CEU's)
2. Mandatory annual Certified Nursing Assistant (CNA) in-service training
3. Any other expenses related to continuing education provided for the purposes of maintaining a current licensure or certification
4. CNA training costs
5. CNA testing costs
6. In-house CNA training and/or testing (Nurse Aide Training, Certification and Education programs (NATCEP))
7. Related expenses to the training and/or testing of CNA's (this includes salary monies, day care, insurance, lab or other fees, books, mileage or other transportation and uniforms)
8. Expenditures for a conditionally employed CNA (has not yet completed his/her training and/or testing)
9. Educational expenses for which an employee has been reimbursed or which will be paid by a third party (e.g. Minnesota Family Investment Program (MFIP) work program), or any other scholarship

Availability of Reimbursement

The Employer will offer scholarship reimbursement under this policy only so long as the State is providing scholarship funds to the Employer and only so long as the Employer has scholarship funds available to distribute. Should the State discontinue funding scholarships, or should employees exhaust the available funds provided for by the State, then the Employer will not provide further scholarship reimbursement.

Application Process

Prior to commencing any coursework or program for which an employee may receive reimbursement under this policy, all employees must submit a written application on an employer form. The Employer will review and has the right to approve or disapprove any application.

Program/Course Work Approval

The Employer shall also have the right to determine and/or approve the following aspects of any program or coursework for which an employee seeks scholarship reimbursement.

1. Location of the training (in-house vs. another location)
2. Nature of the program or training (e.g. hands-on, e-learning, or tele-learning)
3. Provider of the training/coursework
4. Whether programs are provided by a contractor

The Employer shall provide the Union every six (6) months with documentation reflecting the employee's name, program, dollar amount awarded to each employee, and funding received from the State.

Senior Care Providence, LLC

SEIU Healthcare Minnesota
d/b/a Providence Place

By

By

Date \(4/25/19\)

Date \(4/25/19\)
Letter of Understanding Between
SEIU Healthcare
and
Providence Place
Punch In/Out

Employees are required to punch in and out for work, including meal breaks. The Employer may coach employees on missed punches for meal breaks. Failure to get approval may lead to discipline.

It is the employee's responsibility to assure their time records is accurate. The Employer will assist employees with this responsibility by continuing the practice of putting out time sheets on the last Friday of the pay period for employees to review. Employees not working may call payroll to verify that their hours are correct. In addition, the Employer will place a reminder on the monthly education calendar.

Senior Care Providence, LLC
d/b/a Providence Place

By

Date 4/25/19

SEIU Healthcare Minnesota

By

Date 4/25/19
Letter of Understanding
Between
SEIU Healthcare
and
Providence Place

The Employer and the Union agree to work together to bring Legislators to the facility to meet with and interact with employees concerning their work with residents.

Such opportunities will be created by mutual agreement as to legislative invitations, agendas, day(s) and time(s).

Senior Care Providence, LLC
d/b/a Providence Place

By

Date 4/25/19

SEIU Healthcare Minnesota

By

Date 4/25/19
Letter of Agreement
Between
SEIU Healthcare Minnesota
And
Providence Place

Providence Place Video Surveillance Cameras

The Employer and the Union have agreed to the access and use of video images or video footage in any
disciplinary, suspension, or termination actions that relies on such information in any manner as the
basis of these actions. In such circumstances, it is agreed that the Union will have access to view the
video that the Employer relied on in the course of such decisions or actions. This agreement is
exclusively limited to access for this purpose and does not create any further obligations for the
Employer to provide Union access to additional video.

It is also agreed that at the time of any disciplinary, suspension, or termination action, both the
employee and the Union will be notified that video surveillance data is the basis for such decisions or
actions, in part or entirely.

Upon the proper filing of a grievance by the Union regarding a disciplinary, suspension, or termination
action, the video evidence will be available for the Union to view as part of their investigation process.
The viewing will be limited to two (2) Union representatives (including a bargaining unit steward/leader)
at a reasonable mutually agreed time. Understanding that video footage may identify employees,
residents, family members, or others, the Employer may require the Union representatives to sign a
Memorandum prior to viewing; indicating by their signature, their understanding that their
authorization to view the footage is part of an investigation process, and is subject to the policies and
procedures of confidentiality for investigations.

The determination of footage provided for viewing is at the sole discretion of the Employer and does not
obligate the Employer to provide access to additional video. Furthermore, the use of video evidence
does not obligate the Employer to provide copies or allow the Union to record or copy any of the video
provided for viewing or use as evidence.

Signed;

Providence Place

Date

SEIU Healthcare Minnesota

Date
Letter of Agreement
Between
SEIU Healthcare Minnesota
And
Providence Place

Labor Management Committee

The Parties have agreed to use the Labor Management Committee process to discuss staffing concerns and health insurance.

The Parties are in agreement that the services of Federal Mediation and Conciliation Services may be used to provide training and facilitation as appropriate or as requested by either Party.

The Parties agree that the Labor Management Committee does not have the authority to bargain or create the duty to bargain current contract language or alter management rights.

The Labor Management Committee may make any recommendations as appropriate.

Signed;

[Signature]
Providence Place

[Signature]
SEIU Healthcare Minnesota

Date: 4/16/19

Date: 4/25/19
### Wage Scales Effective 3/10/19

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### Differentials

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<th>Weekend Bonus</th>
<th>On-Call</th>
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A bargaining unit employee designated to train other employees shall receive a premium of $0.25 per hour above the employee's regular rate of pay for all hours worked in a training capacity. The pay premium applies to any NAR performing the duties of a Trained Medical Assistant.

Any NAR performing the duties of a Trained Medical Assistant shall receive an additional $1.00 per hour for all such hours worked.
### Wage Scales Effective 3/8/20

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### Differentials

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<th>Classification</th>
<th>Evening Shift</th>
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- **Laundry Assistant/ Housekeeping Health Unit Coordinator**:
  - Evening Shift: $0.80
  - Night Shift: $1.00

- **Receptionist**:
  - Evening Shift: $0.25
  - Night Shift: $2.00

- **Purchasing**:
  - Evening Shift: $1.00
  - Night Shift: $1.00

- **NAR**:
  - Evening Shift: $1.00
  - Night Shift: $2.00

- **LPN**:
  - Evening Shift: $1.00
  - Night Shift: $2.00

- **Preceptor**:
  - A bargaining unit employee designated to train other employees shall receive a premium of $0.25 per hour above the employee's regular rate of pay for all hours worked in a training capacity.

- **TMA**:
  - Any NAR performing the duties of a Trained Medical Assistant shall receive an additional $1.00 per hour for all such hours worked.
### Wage Scales Effective 3/7/21

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### Differentials

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<tr>
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All employees who work weekend hours shall receive an hourly differential in addition to their regular rate of pay.

Employees who are on-call shall receive an additional pay per hour for all hours worked.

A bargaining unit employee designated to train other employees shall receive a premium of $0.25 per hour above the employee's regular rate of pay for all hours worked in a training capacity.

Any NAR performing the duties of a Trained Medical Assistant shall receive an additional $1.00 per hour for all such hours worked.
Senior Care Communities, Inc. - Providence Place
2019 - Employee - Employer Contributions
Blue Cross Blue Shield Rates - Monthly

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