COLLECTIVE BARGAINING AGREEMENT

between

PORT GROUP HOMES

and

SEIU HEALTHCARE MINNESOTA

Effective

January 1, 2020

through

December 31, 2022
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AGREEMENT

Agreement by and between Port Group Homes (hereinafter referred to as the “Employer”), and SEIU Healthcare Minnesota (hereinafter referred to as the “Union”).

ARTICLE I - UNION REPRESENTATION

Section 1.1 - Recognition. The Employer recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time non-professional employees of the Employer at its Brainerd, Minnesota facilities, including employees employed as primary counselor, team staff, cook, team night staff and clerical employees (secretary/receptionist and clerk/receptionist), and excluding all other employees, guards, and supervisors, pursuant to NLRB certification in case numbers 18-RC-14833 and 18-RC-14819.

Section 1.2 - Classification or Title Changes. In the event that a new or different nonprofessional classification or title is established which is not set forth in Section 1.1 of this Article, and is not within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties, the Union may, in writing, request that the matter of the inclusion of said new or different non-professional classification or title be referred to the National Labor Relations Board pursuant to the National Labor Relations Act and the NLRB’s rules and procedures. The Employer agrees not to change or create classifications or titles with the intent of defeating the spirit of this Agreement. The Employer agrees to provide the Union with written notice by mail within five business days after a classification or title change or creation, or after a transfer or promotion with respect to positions covered by this Agreement.

Section 1.3 - No Contradictory Rule. The Employer agrees not to enter into any agreement or contract with its employees (who are in the classifications herein noted) either individually or collectively which conflicts with any of the provisions of this Contract.

Section 1.4 - Successorship. In the event of a transfer, sale or assignment of the Employer’s facility, the Union shall be notified expediently, and in advance, of such action. The Employer will advise a prospective Employer of the existence of the collective bargaining Agreement.

Section 1.5 - Non-Discrimination. No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

Section 1.6 - Union Security. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those
who are not members on the effective date of this Agreement shall on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

Employees need not become members of the Union to be “in good standing” for purposes of this Agreement. Employees who pay standard, regular monthly dues relating to the Union’s representational function shall be deemed to have satisfied the “in good standing” obligations of this Agreement.

If any employee does not remain “in good standing” as defined above, the Employer shall terminate the employee within thirty (30) days after receipt of written notice to do so from the Union. The Union shall hold the Employer harmless from any claims of an employee so terminated.

For the purpose of this Article, the execution date of this Agreement shall be considered its effective date.

Section 1.7 - Dues Deduction. The Employer agrees to deduct Union dues, or comparable service fees for employees electing not to become Union members, from the wages of employees on a per pay period basis. 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. Withheld amounts will be forwarded to the Union each pay period following the actual withholding. Any employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee’s authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor 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 agrees to refund promptly any dues and service fees found to have been improperly deducted and transmitted to the Union, and to furnish the Employer with a record of such.
The Union will also send copies to the Employer of the various warning notices sent to the members pursuant to its present practice so the Employer may take steps designed to keep the employees in good standing.

In the event that any provision of Article 1.6 and 1.7 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 Article 1.6 and 1.7 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.

**Employee Lists**

Each pay period, the Employer will electronically send the Union a list with the following information for bargaining unit employees and positions:

- **New Hires and Employees New to the Bargaining Unit**: Name, hire date, address, phone number, personal and work e-mail addresses (if applicable), classification, rate of pay, employee's social security number (last four only) and the number of hours paid per pay period.

- **Current Employees**: Name, hire date, address, phone number, personal and work e-mail addresses (if applicable) classification, rate of pay, employee's social security number (last four only) and number of hours paid per pay period.

- **Terminated employees**: (from the bargaining unit) Name, termination date, classification, and employee's social security number (last four only).

- **Employees on Leave of Absence**: Name, date leave begins, date of return, and employee's social security number (last four only).

- **Changes**: Name changes, address changes, phone number changes, change in hours per pay period, change in classification, and any other changes affecting Union membership or dues, and social security number (last four only).

- **Hourly Reports**: Per pay period lists of all employees in the bargaining unit with actual hours paid per pay period, along with name, employee's social security number (last four only) and period the hours cover.

**Section 1.8 - Stewards/Leaders.** The Union shall have the right to appoint Stewards/Leaders, not to exceed in number two for each group home operated by the Employer, who shall be recognized as the representative of the Union for all matters arising under this agreement to the extent permitted herein. The Union will advise the Employer as to the identity of the Stewards/Leaders in writing. In no instance will the Stewards/Leaders be discriminated against for discharging such duties, providing such
duties do not interfere with the regular performance of their work for the Employer. Stewards/Leaders will not be paid by the Employer for work they perform as Stewards/Leaders when not regularly scheduled, unless called upon by the Employer to perform Steward functions.

A Steward/Leader shall be allowed a reasonable amount of paid time, not to exceed twenty (20) minutes, to participate in new employee orientation to be conducted at such time and at such location as the Employer directs.

Section 1.9 - Internal Organizer. The Employer recognizes the Internal Organizers of the Union as proper authority to adjust with the Employer any controversy between the parties to the Agreement 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 as to the name of the Internal Organizer assigned to the Employer's facility.

Section 1.10 - Union Business Leave. The Employer agrees that it will grant unpaid leave of no more than five (5) working days each calendar year for no more than two employees who are designated by the Union to attend Union business meetings. Provided, however, that any employee who has available vacation or personal leave time shall be required to use vacation or personal leave time to take such Union business leave as paid time.

ARTICLE II - MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to lay off employees; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to establish reasonable work rules; to require observance of facility rules, regulations, retirement and other policies; to discipline or discharge employees for cause; to schedule work and to determine the number of hours worked; to determine the methods and equipment utilized and the type of service to be provided; and to change, modify or discontinue existing methods of service and equipment to be used or provided.

ARTICLE III - LABOR-MANAGEMENT COMMITTEE

The parties are in agreement that cooperation and a harmonious relationship will promote efficient performance which is in the best interest of the Employer, employees and clients. To this end, it is recognized that matters other than formal grievances may be appropriate to discuss in a “labor-management meeting.”
Goals of this Article shall include, but not be limited, to the following:

(a) To strive for the best possible service to the young people placed in our care, and by extension to their families and to the agencies that place those clients in our care;

(b) To provide a positive, safe and healthy environment;

(c) To promote a positive image of Port to the community;

(d) To promote the economic welfare of the company and its employees.

"Labor-management meetings" will be held when the occasion arises, as determined by agreement between the Employer and the employees, for the resolution and addressing of reasonable and appropriate subjects. The Employer will designate appropriate administrative persons to attend and participate in such meetings. The Union shall designate appropriate employees to serve in such meetings.

ARTICLE IV - PROBATIONARY PERIOD

The first six (6) months of employment shall be a probationary period, during which time an employee may be terminated with or without cause. In special cases, the Internal Organizer or their designated representative may approve an extended probationary period not to exceed an additional thirty (30) days. The Union will not be unreasonable in granting such extension.

ARTICLE V - TERMINATION OF EMPLOYMENT

Employees shall not be discharged or disciplined except for just cause. Employees resigning their positions must give the Employer a minimum of two (2) weeks' notice of such resignation. Failure to give such notice disqualifies the employee from termination/PTO payment. The Employer agrees to give two (2) weeks' notice before extended layoffs, whenever possible.

An employee shall be given written notice of all disciplinary action and copies of such notices shall be given to the Union.

The Employer agrees that any disciplinary suspension of an employee will be scheduled promptly after the discipline is issued, if the needs of clients/residents permit.

Suspension without pay can occur during any criminal investigation of an employee, depending on the seriousness of the charge.
For purposes of this Article, "just cause" includes, but is not limited to, the violation of any provision of any statute or regulation governing the licensure and operation of the facility.

**ARTICLE VI - SENIORITY AND LAYOFF; STAFF REDUCTIONS; VACANCIES**

**Section 6.1 - Definition.** Seniority shall be based upon the total compensated hours with the Employer in a classification. Hours shall be counted from the most recent date of employment with the Employer. Any break in employment shall constitute the forfeiture of previously earned seniority.

**Section 6.2 - Layoff and Recall.** In reducing the number of employees due to a necessary layoff, the Employer shall determine the number of positions and hours to be reduced within a particular classification at a particular facility. Reductions shall be made based on the needs of the organization and its clients. In the event of a layoff or permanent reduction of hours of full-time employees, the layoff or permanent reduction shall be made in the reverse order of seniority within the classification provided, however, an employee may be retained out of the sequence described in the preceding sentence if employees do not have the ability to perform the duties of the employee laid off within a reasonable period of orientation not to exceed one (1) week. An employee on layoff status shall retain seniority rights for a period of one (1) year following the date of layoff. Employees on the layoff status shall have preference over casual employees for any available additional work hours.

Employees shall be recalled based upon the needs of the organization and its clients. An employee on layoff because of the elimination of a classification may be recalled to an open position for which the employee is qualified.

An employee whose classification is eliminated, and who successfully applies for an opening in another classification, shall retain all hours accrued in the eliminated classification for seniority purposes in the new classification.

**Section 6.3 - Reductions Other Than Layoff.** In the event that the Employer determines the need to reduce the number of employees scheduled on a particular unit and/or shift because of changes in staffing needs, the following procedure will be utilized:

1. Part-time employees will be required to take absent days on the basis of seniority within the unit on the scheduled shift. The Employer will seek to distribute such absence days equitably between all affected part-time employees.

2. If a needed reduction is not accomplished by (1) above, voluntary absent days will be requested from full-time employees on the affected unit.
and/or shift in accordance with staffing patterns established for that unit and/or shift by the Employer.

3. If a needed reduction is also not accomplished by (2) above, employees will be required to take absent days on the basis of seniority within the unit on the scheduled shift, provided that the more senior employees are qualified and properly oriented to perform the available work. At all times, however, the scheduling shall provide that at least half of the scheduled employees at a Girls Home are female, and at least half of the scheduled employees at a Boys Home are male.

4. All eligible employees shall continue to accrue benefits when requested to take voluntary or mandatory absence days.

Section 6.4 - Vacancies. A vacancy is defined as a non-temporary (i.e., more than 12 months) opening in the bargaining unit which the Employer intends to fill. Notice of all vacancies within the bargaining unit will be posted for a period of not less than five (5) consecutive work days, including the day of posting, but excluding Saturdays, Sundays and holidays recognized by this Agreement. Any employee desiring to bid on a posted vacancy shall make application in writing to the Employer and sign the posting within the time stated above.

In filling vacancies, the Employer may review applications from both internal and external sources. In filling all vacancies, preference shall be given to the most qualified applicant. In the event that two or more applicants are deemed equally qualified, the position shall be awarded to the most senior current employee. The Employer shall be the judge of the qualifications and competence of its employees except that the Union may challenge any decision reached by the Employer.

Section 6.5 - Trial Period. Employees changing classification as a result of a transfer or promotion shall be given a trial period of ninety (90) days. If the Employer determines that the employee has not satisfactorily completed the required trial period, or the employee desires to return to their former position within the trial period, such employee shall be reassigned to the employee's former position (or with employee's consent, to an equivalent position in the classification previously held if available).

ARTICLE VII - SCHEDULES AND HOURS OF WORK

Section 7.1 - Definition. Full-time employees are defined as employees who are regularly scheduled to work at least eighty (80) hours during a two-week pay period. Part-time employees are those employees regularly scheduled to work less than eighty (80) hours during a two-week pay period.
**Article 7.2 - General Pattern of Scheduling.** The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in any one (1) week. It is understood and agreed that while the hours of work set forth herein shall be established as standard work period, the Employer does not guarantee full-time employment to any employee.

The Employer agrees that full-time employees will be scheduled so that they receive at least one weekend day off per week, absent exigent circumstances. Nothing herein shall require that full-time employees are always to be scheduled for one weekend day on per week. The Employer further agrees that employees will be scheduled to ensure at least eight (8) hours between shifts, absent exigent circumstances. Exceptions to the general pattern of scheduling may be made by agreement between the Employer and an employee with notice to the Union, or in the case of emergency or other unavoidable situations where applications of the general schedule would have the effect of depriving residents or clients of needed care.

Part-time employees shall be provided with a procedure by which they can notify the Employer as to their stated preference for weekends off, in order that the Employer may have that information in making weekend schedule assignments for part-time employees. Nothing in this section, however, guarantees part-time employees any particular weekend off on any particular schedule. However, when in management’s determination staffing allows, part-time employees will be scheduled so that they receive one weekend off per calendar month.

An employee called in to work within twenty-four (24) hours prior to shift start when not otherwise scheduled to work shall receive a minimum three (3) hours pay.

**Section 7.3 - Schedule Posting.** Work schedules will normally be posted fourteen (14), but not less than ten (10) days preceding the beginning of the basic work period. Once posted, schedules shall not be changed except with twenty-four (24) hours’ notice and approval of the affected employee and Employer, except in the case of emergency or other unavoidable situations.

**Section 7.4 - Emergency Shift Coverage.** In those cases where an employee agrees to work outside of their blocked or scheduled hours, or agrees to come in prior to the beginning of a regularly scheduled shift, with less than 24-hours of notice, the Employer agrees to pay that employee an additional two dollars ($2.00) per hour, except where overtime is in effect. The premium pay will not be paid for hours worked at the end of a regularly scheduled shift unless this added time exceeds two hours.

**Section 7.5 - Time Clocks.** Paychecks will be based on information obtained through the timeclock system. Employees will clock “in” or “out” using the Company time clock system at the beginning and end of their shift and their designated meal and break
periods. Any employee leaving the premises may do so only with prior approval of the supervisor, and at that time must punch out.

**Section 7.6 - Break Period.** Employees shall be allowed, without reduction in pay, a fifteen (15) minute break in each four (4) hour period. Night counselors and other staff members working without available relief coverage may be interrupted during these breaks, as needed for the safety and benefit of the residents.

**Section 7.7 - Meal Periods.** Each employee scheduled to work a shift of more than six (6) continuous hours shall be entitled to a one-half hour meal period, to be taken with residents and during which time the employee will be paid, and subject to interruption as needed for the safety and benefit of the residents.

**Section 7.8 - Split Shifts.** Except in cases of emergency, there shall be no split shifts except by agreement between the Employer and the employee.

**Section 7.9 - Overtime.** Overtime at the rate of time and one-half the employee's regular rate of pay shall be paid for all compensated hours over forty (40) in a week. For purposes of this Article, "compensated hours" means those hours actually worked, and hours paid for holidays up to eight (8) hours in any week. There shall be no pyramidimg of overtime. The Employer agrees not to change schedules to circumvent the provisions of this section.

**Section 7.10 - On-Call.** At its discretion, the Employer may establish an off-premises, on-call system for any employee classification covered by this Agreement. Employees assigned to take calls shall be paid $2.50 per hour.

**ARTICLE VIII - GRIEVANCE AND ARBITRATION**

**Section 8.1 - Procedure.** Any dispute by an employee or the Union relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled as follows:

**Step 1:** The grievance shall be discussed informally between the employee and the employee's immediate supervisor:

**Step 2:** If the grievance is not resolved in Step 1, the grievance shall be discussed with the union steward/leader who will informally discuss the grievance with the appropriate administrative staff person and attempt to resolve the dispute.

**Step 3:** If the grievance is not resolved in Step 2, it shall be placed in writing, shall specify in detail the alleged violation of the Contract, including the Articles and sections alleged to have been violated, and shall be signed by the employee or Internal Organizer asserting the grievance. Within fourteen (14) calendar days following receipt of the grievance by the Employer, representatives of the
Employer, the Union, and the employee shall meet and attempt to resolve the grievance.

**Step 4:** In the event that no settlement can be arrived at between the parties in Steps 1, 2 or 3 above, the matter in dispute may be submitted to the Federal Mediation and Conciliation Service for non-binding mediation. Both parties must mutually agree to this non-binding mediation procedure. The utilization of this Step 4 does not prevent either party from utilizing the arbitration procedures referenced in Step 5.

**Step 5:** If the grievance is not resolved in Step 3 (or Step 4 if utilized), the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within fourteen (14) calendar days following the Step 3 meeting. The Employer, the Union, and employee shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall alternatively eliminate arbitrators from the list of seven names until one name remains who shall be the neutral arbitrator.

**Section 8.2 - Time Limitations.** All grievances must be received by the Employer no later than fourteen (14) calendar days following the date of occurrence. Grievances relating to wages shall be timely if received by the Employer no later than thirty (30) days following the date of receipt of the check by the employee. The foregoing time limitations relating to the time for filing a grievance as well as the demand for arbitration are mandatory. Failure to follow said time limitation shall result in the grievance being permanently barred, waived and forfeited as to all respects, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

**Section 8.3 - Authority of the Arbitrator.** The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues. The award shall be final and binding on the Employer, the Union and the affected employee.

**ARTICLE IX - HEALTH AND WELFARE**

**Section 9.1 - Dental Insurance.** Full-time employees regularly scheduled to work eighty (80) or more hours per pay period may elect to be covered by the facility’s dental insurance program as it may be amended from time to time:
Single dental insurance coverage premiums for eligible full-time employees will be paid by the Employer up to forty dollars ($40.00) per month, with the remainder of the premium being paid by the employee.

Section 9.2 - Dependency Coverage, Dental. Eligible full-time employees may also elect to be covered by the dependency provisions of the dental plan, and for such employees the facility will pay up to fifty-eight ($58.00) per month for premiums and the employee will pay the remaining premium for such dependency coverage.

Section 9.3 - Eligibility. New full-time employees shall be eligible for coverage under this section on the first day of the second month following the employee’s start date. Part-time employees transferring to a full-time position shall become eligible for coverage under this section on the first day of the second month following the effective date of the employee’s full-time status.

Section 9.4 - Short Term Disability Insurance. Short-term disability insurance will be offered for full-time employees and paid for at 100% by the employee.

Section 9.5 - Long-Term Disability Insurance. Long-term disability insurance will be provided for full-time employees and paid for at 100% by the facility. Such policy will contain a sixty (60) day elimination period. New full-time employees shall be eligible for coverage on the first day of the month following the completion of six (6) months of full-time employment. Part-time employees transferring to a full-time position shall become eligible for coverage under this section on the first day of the month following completion of 1,040 hours worked, including such hours previously worked as a part-time employee.

Section 9.6 - Life Insurance. The Employer shall provide, at its expense, a life insurance program for each full-time employee beginning on the first day of the month following completion of six (6) months of full-time employment. Part-time employees transferring to a full-time position shall become eligible for coverage under this section on the first day of the month following completion of 1,040 hours worked, including such hours previously worked as a part-time employee. The amount of coverage will be fixed at one times the employee’s annualized salary.

Section 9.7 - General. Except as otherwise provided in this Agreement or in applicable Letters of Understanding, the Employer agrees to retain health and welfare benefits provided by this Agreement at levels comparable to those in place at the time of execution of this Agreement, for the duration of this Contract.

ARTICLE X - SICK LEAVE/LEAVES OF ABSENCE

Section 10.1 - General. A leave of absence will be granted to employees for illness or disability (including pregnancy) which prevents the employee from performing the essential functions of their job, for the duration of the illness or disability, up to a
maximum period of six (6) months after the commencement of the illness or disability, during which period the employee’s job will be held open. The Employer reserves the right to require a physician’s verification of inability to work due to the disability. Employer reserves the right to require the employee to seek a second opinion.

Section 10.2 - Personal Leave. Employees may request the Employer to consider a leave of absence for any cause other than illness, or physical disability (including pregnancy). Such request will be made in writing and shall be granted at the discretion of the Employer. Such leave of absence, if granted, shall be for a maximum period of sixty (60) days. Upon agreement of the employee and the Employer, a personal leave of absence may be mutually extended beyond the sixty (60) calendar day limitation, but shall not exceed one (1) year under any circumstances.

Section 10.3 - Parental Leave. Employees will be granted unpaid leave for the birth or adoption of a child, consistent with the then applicable state or federal statutes governing such leaves. Nothing in this section limits disability benefits to which an employee may be entitled as a result of pregnancy.

Section 10.4 - Short Term Absence. Absences must be approved in advance whenever possible. Employees should give supervisors or their designees as much notice of absence as possible. In the event of an emergency, the employee should call to inform the supervisor or their designee of the reason for the absence and the estimated duration.

ARTICLE XI - PAID TIME OFF (PTO)

Section 11.1 - Full-Time Employees. Full-time employees, regularly scheduled to work eighty (80) or more hours per pay period, and who have been employed by the Employer for one (1) year or more shall receive PTO benefits according to the following schedule:

<table>
<thead>
<tr>
<th>Years Worked</th>
<th>Maximum PTO Per Year</th>
<th>Accrual Rate Per Pay Period (hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon Hire</td>
<td>128 hours</td>
<td>4.9231</td>
</tr>
<tr>
<td>After 2 Years</td>
<td>148 hours</td>
<td>5.6923</td>
</tr>
<tr>
<td>After 3 Years</td>
<td>168 hours</td>
<td>6.4616</td>
</tr>
<tr>
<td>After 5 Years</td>
<td>200 hours</td>
<td>7.6924</td>
</tr>
<tr>
<td>After 10 Years</td>
<td>240 hours</td>
<td>9.2308</td>
</tr>
<tr>
<td>After 15 Years</td>
<td>260 hours</td>
<td>10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years Worked</th>
<th>Maximum PTO Per Year</th>
<th>Accrual Rate Per Pay Period (hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon Hire</td>
<td>56 hours</td>
<td>2.1538</td>
</tr>
<tr>
<td>After 2 Years</td>
<td>86 hours</td>
<td>3.3076</td>
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<td></td>
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<td>----------</td>
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</tr>
<tr>
<td>After 3 Years</td>
<td>116 hours</td>
<td>4.4615</td>
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<tr>
<td>After 5 Years</td>
<td>146 hours</td>
<td>5.6153</td>
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<tr>
<td>After 10 Years</td>
<td>196 hours</td>
<td>7.5384</td>
</tr>
<tr>
<td>After 15 Years</td>
<td>216 hours</td>
<td>8.3076</td>
</tr>
</tbody>
</table>

PTO is accrued through hours worked and is calculated based on the employee's straight-time pay rate (in effect when PTO benefits are used) times the number of hours the employee would otherwise have worked on the day(s) of absence. PTO does not include shift differentials, incentive pay, bonuses, or other special forms of compensation.

PTO may be carried up to a maximum of 240 total hours.

PTO must be taken in increments of no less than 30 minutes.

PTO will not be considered as time worked for the purposes of computing overtime.

**Section 11.2 - PTO Probationary Period.** Newly hired employees will accrue PTO upon hire and are eligible to use PTO earned after successfully completing the probationary period.

**Section 11.3 - PTO Scheduling.** PTO may be scheduled throughout the year subject to staffing needs.

**Section 11.4 - PTO Requests.** PTO requests may be submitted during the period of March 15 through April 15 of each year for vacation to be taken during the one-year period of June 1 through May 31. Such requests shall be granted on a seniority basis for each classification. Employees submitting such requests will be advised of approval or denial no later than April 30. PTO requests submitted at other times shall be submitted at least four (4) weeks in advance of the requested PTO and shall be granted on a first come basis. Employees will normally be advised of approval or denial within two (2) weeks of the request.

**Section 11.5 - Terminal PTO.** An employee who terminates will receive pay for all earned but unused PTO when the employee gives at least two (2) weeks notice of intention to terminate. When an employee quits without two (2) weeks notice, the employee forfeits all earned but unused PTO. Employees may not take PTO as part of the notice of termination. Employees who terminate within their probationary period of employment will forfeit any PTO accrued.

**ARTICLE XII - HOLIDAYS**

**Section 12.1 - General.** Full-time employees regularly scheduled to work eighty (80) or more hours per pay period shall be paid for the following nine (9) holidays, if not worked:

- New Year’s Day
- MLK Day
- President’s Day
Memorial Day
Independence Day (July 4)
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 12.2 - Pay for Holidays Worked. Eligible full-time employees who are required to work on any of the designated holidays under Section 11.1 of this Article, shall be paid at the rate of double the employee’s regular rate of pay for hours actually worked on the holiday. Alternatively, the employee may receive a subsequent day off with straight pay in lieu of receiving double time pay. The subsequent day off is to be taken at a time mutually agreed upon between each individual employee and the Employer.

Section 12.3 - Holiday Scheduling. Eligible full-time employees will normally be scheduled for approximately fifty percent (50%) of the holidays off each calendar year, consistent with staffing needs. The Employer agrees to use good faith efforts to balance the holiday scheduling among eligible staff.

Section 12.4 - Eligibility. In order to be eligible for holiday pay for non-worked holidays, an employee must have worked the regularly scheduled workday before and after the holiday, unless absent due to illness or injury as verified by a physician, in writing.

Section 12.5 - Part-Time Employees. Part-time employees will be paid time and one-half their regular rate of pay for all holiday hours actually worked on any of the nine (9) designated holidays under Section 11.1 of this Article.

ARTICLE XIII - WAGES

Section 13.1 - Rates of Pay. The rates of pay for the classifications shown in the attached Appendix shall be effective as of the dates indicated.

Section 13.2 - Step Movement. Employees on the wage scale move to the next wage step on their applicable anniversary date. In the event that the anniversary wage scale is less than the employee’s current rate of pay at the time of the anniversary, the employee’s wage rate will not be reduced. An employee’s move to a new step on the wage scale will be effective at the beginning of the pay period next following the employee’s step increase. An employee transferring from a lower-paid classification to a higher paid classification will be placed on the wage scale for the new position at a step which increases the employee’s hourly rate of pay.

It is understood and agreed to between the parties that the Employer retains the sole discretion in determining which step on the wage scale a newly hired employee is to be placed, as to employees in the Primary Counselor classification. It is further understood and agreed to between the parties that the Employer retains the sole discretion in
determining which step on the wage scale (up to wage scale level “after 4 years”) a newly hired employee is to be placed as to all employees in all other classifications provided that the Employer can demonstrate applicable education and/or experience in support of the decision.

**Section 13.3 - Vehicle Expense Reimbursement.** When an employee uses their personal vehicle for business purposes, the Employer agrees to reimburse the employee at thirty-seven cents ($0.37) per mile.

In all instances the Employer shall reimburse employees at the rates noted above or at the applicable IRS rate, whichever is lower.

**Section 13.4 – Shift Differential** Effective 1.1.2020 those employees who work any hours between 6:00 p.m. until 6:00 a.m. shall receive a fifty cent ($0.50) shift differential for all hours worked in such time period. Effective 1.1.2021 those employees who work any hours between 6:00 p.m. until 6:00 a.m. shall receive a seventy-five cent ($0.75) shift differential for all hours worked in such time period.

**Section 13.5 - 403(b) Employer Contribution Plan,** The Employer agrees to establish and administer a 403(b) Plan to receive contributions from employees on a voluntary basis. The Employer agrees to match up to the first six percent (6%) of such employee contributions, at a matching rate of fifty percent (50%). The actual terms and conditions of the Employer’s 403(b) Plan, and the employee’s vesting and other entitlements to the proceeds of such plans shall be governed by the Plan documents themselves, as summarized in the Summary Plan description.

**Section 13.6 - Certifications and Licensure.** Employees who are required by law or by their job description to obtain, hold or maintain licenses or certifications shall be eligible for reimbursement of up to Two Hundred Fifty Dollars ($250.00) per calendar year. Reimbursement may be obtained for any cost associated with such licenses and certifications, including the cost of required continuing education.

**ARTICLE XIV - NO STRIKE OR LOCKOUT**

The parties recognize that it is essential to provide for continuity of care of the residents of the facility during the term of this Agreement. Accordingly, the Union and the employees it represents agree that there shall be no strike, sympathy strike, picketing, slow down, or other interference with work of any kind during the term of this Agreement. The Employer agrees that there shall be no lockouts during the term of this Agreement.

**ARTICLE XV - SCOPE OF AGREEMENT AND WAIVER OF BARGAINING**

**Section 15.1 - Scope.** This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements, practices or understandings of any kind.
Section 15.2 - Waiver. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XVI - SEVERABILITY

In the event that any portion of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, such decisions shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XVII - DEFINITIONS

For all purposes in the Agreement, unless specifically stated otherwise, “Full-Time” means employees regularly scheduled to work eighty (80) hours per pay period. “Part-Time” means employees regularly scheduled at least sixteen (16) but less than eighty (80) hours per pay period.
ARTICLE XVIII - TERM OF AGREEMENT

Except as otherwise provided for herein, this Agreement shall be effective from January 1, 2020 and shall continue through and including December 31, 2022 and shall continue in full force and effect from year to year thereafter, except with written notice of desire to change, modify, or terminate this Agreement is given by either party at least ninety (90) calendar days prior to its expiration date.

PORT GROUP HOMES

By: [Signature]
Its: Executive Director
Dated: 1/15/2020

SEIU HEALTHCARE MINNESOTA

By: [Signature]
Its: Internal Organizer
Dated: 1/21/2020
AMMENDED LETTER OF UNDERSTANDING
PORT GROUP HOMES
And
SEIU HEALTHCARE MN

The parties have agreed to add language for Primary Counselors who voluntarily agree to cover "Alert Line" responsibilities. Both Parties agree that this will be in effect concurrent with the current contract, effective January 1, 2020 through December 31, 2022.

The Employer will ask Primary Counselors to take emergency phone calls during non-business hours (referred to as "Alert Line"). This responsibility will be shared between the Employer and the Primary Counselors. Primary Counselors who agree to take Alert Line responsibilities will be provided an additional (8) eight hours of PTO for each week that the Primary Counselor fulfills the Alert Line responsibilities. If the Primary Counselor cannot fulfill the full week of Alert Line responsibilities because of sickness, accident, or means beyond their control, the employee will be prorated the portion of the 8 hours PTO that they were scheduled and fulfilled for the Alert Line responsibilities.

The intent of this language is not to have Primary Counselors solely responsible for the Alert Line responsibilities. Rather, it applies only when mutually agreed between the Employer and the Employee.

In the event a Primary Counselor reports to work during the Alert Line responsibilities, they will receive their current wage rate along with any hours of work that result in overtime. Hours worked will be calculated towards benefits and PTO.

PORT GROUP HOMES
By: [Signature]
Date: 1-21-2020

SEIU Healthcare MN
By: [Signature]
Date: 1-21-2020
### WAGE SCALE
(EFFECTIVE JANUARY 1, 2020)

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