

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SOUTH SHORE OPERATIONS LLC

AND

MINNESOTA LICENSED PRACTICAL NURSES ASSOCIATION – TECHNICAL EMPLOYEES
ASSOCIATION OF MINNESOTA/AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 65, AFL-CIO

Term of Contract: 1/1/2018 – 12/31/2020

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PREAMBLE

This Agreement is made and entered into this 1st day of, January 2018, by South Shore Operations LLC / Crossroads Worthington Operations LLC (The "Employer") and Minnesota Licensed Practical Nurses Association (MLPNA)/Technical Employees Association of Minnesota (TEAM) Local 105/American Federation of State, County and Municipal Employees (AFSCME) Council 65 (the "Union"). The Employer recognizes the Union as the exclusive 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-16429 as unit employees' exclusive representative.

ARTICLE 1. DEFINITION OF EMPLOYEES

Whenever used in this Agreement, the term "employees" shall be limited to all full-time and regular part-time NARs, TMAs, licensed practical nurses, registered nurses, housekeepers, laundry aides, cooks, rehab aides, activities aides and maintenance employees employed by the Employer at its facilities located at 1307 South Shore Drive and 965 McMillan in Worthington, Minnesota; excluding Administrator, Director of Nursing, Assistant Director of Nursing, department heads, assistant dietary supervisor, resident care/staff development coordinators, confidential employees, office clerical employees and guards and supervisors as defined in the Act, as amended.

A full-time employee is one regularly scheduled to work sixty (60) or more hours during a two (2) week pay period.

A part-time employee is one regularly scheduled to work less than sixty (60) hours during a two (2) week pay period.

ARTICLE 2. RECOGNITION

Classification or Title Change

In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job classification not specified in Article 1 hereof, 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 part of this Agreement. The Employer shall notify the Union at least ten (10) days in advance of any proposed new classification or title, or employee transfer or promotion, either to positions covered by this Agreement or outside it.

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. No statement or rule shall be made or established by the Employer which conflicts with or contradicts any provision of this Agreement.

ARTICLE 3. UNION SECURITY

All employees covered by this Agreement who are now or 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. The term "in good standing" for the purposes of this Agreement is defined to mean the payment of dues uniformly required as a condition of acquiring or retaining membership in the Union. Employees who choose not to join or remain as a member of the Union shall be obligated to make the appropriate agency fee payment to the Union.

Any employee who is not currently a member of the Union shall, as a condition of continued employment, be required to become a member or pay the appropriate agency fee within thirty (30) days of the effective date of this Agreement.

All newly hired employees covered by this Agreement shall, as a condition of continued employment, become members of the Union or pay the appropriate agency fee within thirty (30) days of their initial date of employment. Upon hire of a new employee, the Employer shall provide the new employee with membership and dues deduction forms and shall provide the Union steward the newly hired employee's name, date of hire, position and shift.

Any employee covered by this Agreement who fails to comply with the above provisions will have their employment with the Employer immediately terminated.

The Union shall give written notification to the Employer of the amount of the dues and agency fees which are to be deducted.

The Employer agrees to furnish to the Union a list of the names and addresses of all employees employed by the Employer who are covered by this Agreement, within thirty (30) days of the effective date of this Agreement. Thereafter, the Employer agrees to furnish the Union a monthly list of new hires, terminations, and employees on leaves of absence.

The Employer agrees to deduct from the salaries of all employee's membership dues and agency fees in the amount duly certified as correct by the Union from time to time, for the Union in accordance with the standard form used by the Union, provided that said form is signed by the employee. Dues and agency fees shall be deducted in twelve (12) monthly installments (or as agreeable between the Employer and the Union) with a record of the amount and those for whom the deductions have been made.

If a dispute occurs between the Union and an employee over dues/agency fee deductions, the Union will hold the Employer harmless for the payments made and will handle the dispute without cost to the Employer.

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 for just cause, suspend for just cause, or discharge for just cause;
2. Select and determine the number of employees, including the number assigned to any shift, department or classification;
3. To increase or decrease that number;
4. Direct and schedule the work force including establishing and changing shift/classification durations, staffing, ending, and break times;
5. Determine the location and type of equipment;
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. However, if there are major changes to job content and/or qualifications, the union will be provided with advance notice and the Employer will, upon request, enter into negotiations.
14. Set standards of conduct, attendance, and performance for the employees;
15. Develop and distribute employee handbook and employee-related policies, procedure, forms and standards;
16. Implement and enforce employee drug and alcohol testing policies, procedures and standards, at the Employer's discretion, to the extent permitted by applicable laws.

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 negotiate and look at possible alternatives to such subcontracting and the effects of such subcontracting.

ARTICLE 6. NO DISCRIMINATION

The Employer agrees that it will not discriminate against any employee or applicant for employment for or on account of his/her affiliation or activities with any Union. The Employer and the Union agree not to 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. This period shall be automatically extended by that period of time during which an employee is on an approved leave of absence.

Seniority shall not accrue to employees during their probationary period. However, upon successful completion of 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. The Administrator/Designee shall be involved in all reviews that trigger the thirty (30) day extension of the probationary period. The Union shall have the right to the grievance procedure during the extension period.

Employees shall receive periodic reviews during the probationary period.

ARTICLE 8. DISCIPLINE AND DISCHARGE

No Discharge Without Cause

The Employer shall not discipline, suspend or discharge an employee without just cause.

Right to Union Representation

An employee shall, at any time during a discipline proceeding, have the right to request the presence of a Union Representative of their choosing at said proceeding. If such a request is made by the employee, the proceeding shall not go forward until the request is accommodated.

Grievances Related to Discipline -- Copies to Union

All written notices of any disciplinary action shall be given to the employee and a copy sent to the Union Staff Representative.

ARTICLE 9. LABOR MANAGEMENT MEETINGS

Employer and Union recognize and acknowledge their mutual responsibility to promote a safe workplace and will work cooperatively to maintain a safe and healthy work environment. During the term of this agreement, the Employer and Union will jointly create a Labor Management Safety and Health Committee (separate committees for Crossroads Care Center and for South Shore Care Center), which will be composed of up to four (4) Union members and up to four (4) members of management. The Committee's purpose is to identify, and address concerns, suggestions and ideas related to the facility, and to promote better understanding with each other. The committee will also aid in identifying and eliminating potential safety hazards throughout the facility. The Employer will pay the wages of Committee members who attend scheduled Labor Management Safety and Health Committee meetings for their actual time at the meetings, up to a maximum of two (2) hours per meeting, and up to a maximum of four (4) meetings per year. The committee shall meet no more than quarterly, or otherwise as needed, by mutual consent. Additionally, on their own time, committee members shall become familiar with the overall processes and working conditions at the facility and will make recommendations to management to improve labor relations, labor conditions, safety and health of employees in the workplace. Staffing related issues may be discussed with the Labor Management Committee and the Administrator. The Employer shall consider all recommendations from the committee in good faith. The parties will make every attempt to resolve the issues identified by the committee in a timely manner. One committee member from each side shall be responsible for preparing the official minutes of all committee meetings and to provide a copy of the minutes to the committee. The Committee shall not make any changes to any clause in this Collective Bargaining Agreement.

ARTICLE 10. GRIEVANCE AND ARBITRATION PROCEDURE

Should any differences or disputes arise over the interpretation of, application or compliance with the terms or provisions of this Agreement, there shall be an earnest effort on the part of both parties to settle promptly through the following steps. Employer grievances begin at Step 2 (below) by the Employer notifying the Union's business representative, who shall be responsible for providing the responses required under this procedure.

Step 1.

The Employee shall immediately first informally discuss the grievance with his/her immediate supervisor. A steward may accompany the aggrieved employee, if he or she requests.

Step 2.

If the grievance is not resolved in Step 1, it shall be reduced to writing on a grievance form and submitted to the Union business representative or the Employer's Administrator/Designee within fourteen (14) days of the action or event which precipitated the grievance (except 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 of the pay periods in which the alleged violation occurred). The Employer's Administrator/Designee shall meet with the Union's Business Representative or designee in an attempt to

2. Such visit will be limited to one (1) time per month and will not exceed three (3) hours in duration.
3. The business representative will sign in at the main desk upon arrival, receive a badge for identification purposes, and sign out upon departure.
4. Such visit will be limited to the break room unless different arrangements are made between the employer and the business representative.
5. Employees working with the business representative will do so on non-work time. Other meetings requiring the presence of the business representative, i.e., grievance meetings, labor/management, etc. will be arranged between the employer and the business representative.

ARTICLE 12. BULLETIN BOARD

The Employer will allow the Union space to post notices of Union meetings, list of stewards, and other Union business in the Employer's break room. Under no circumstances shall such notices include inflammatory or derogatory comments. The Employer may remove postings which the Employer believes violate the above sentence.

ARTICLE 13. STEWARDS

The Employer recognizes the right of the Union to designate stewards to handle official Union business. Stewards will be required to handle Union business on non-work time in non-work areas unless management requests their presence. The Union shall inform the Employer, in writing, as to the names of the employees selected as stewards.

ARTICLE 14. SENIORITY

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.

Basis of Seniority

Seniority will be based on the number of years and months 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 (1) classification shall accrue all their seniority in the primary classification. Employees who transfer to the Employer from the Employer's other facility shall be given credit for length of service benefits based upon the number of years and months worked at the Employer's other facility.

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 six (6) months.

Vacant Positions

All vacant positions, whether in existing or proposed new bargaining unit classifications, shall be posted at least seven (7) days before being filled. Such notice shall state the job classification to be filled and, if possible, the anticipated shift of work and hours of work per pay period and the qualifications for the position. Job postings shall be placed in a mutually agreed upon location which will be utilized for this purpose only. A copy of the posting will be placed into the mail box of one steward per building.

The Employer may make interim assignments to vacant positions. If a vacant position is filled by a newly hired employee and another employee has already signed up to work extra shift(s) in that position, the Employer may assign those shifts to the new employee with fourteen (14) days notice to the employee who had signed up to work those shifts.

An employee may change to a different position a maximum of two (2) times per calendar year, except for postings that will increase the number of work hours for the employee.

An employee who has had a written warning due to conduct, attendance or job performance in the previous six (6) months may not bid for another position with more hours.

Job related qualifications, as determined by the Employer, may include, but are not limited to, related experience, registration and training. The employee with the required qualifications with the most seniority in the classification with the vacant position shall be awarded the position, subject to the conditions noted above. If no employee within the classification bids on the position, the most senior qualified applicant outside the classification shall be awarded the position. The Employer may assign employees to particular areas, residents or tasks necessary to satisfy regulatory/resident care objectives.

Transfers

Employees voluntarily transferring from one classification to another will continue to accrue length of service benefits from the most recent date of employment and will accrue classification seniority from the date of transfer to the new classification. Employees who transfer will be paid at the entry level wage for the new classification, and advance upon length of service in the new classification. Employees transferring to a new classification shall retain 50% of their previously earned merit increases upon transfer.

An employee who moves from a bargaining unit classification to a non-unit position shall forfeit bargaining unit seniority effective on the ninety-first (91st) calendar day after having moved to the non-union position. In the event the employee chooses to return to a bargaining unit classification after having filled a non-unit position for ninety (90) calendar days or more, the employee's name shall be placed at the bottom of the seniority list for the classification to which they return. The employee shall be permitted to participate in the Employer's benefits plans based upon the employee's original date of hire and hours worked, but access to

PTO and the employee's right to bid on vacant positions, available hours, etc. shall be in accordance with Article 18 of the Labor Agreement utilizing their most recent bargaining unit seniority date.

Layoffs/Reductions/Recalls

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. The Employer may elect to uniformly reduce the scheduled hours of all employees scheduled to work in a particular classification, department, shift or unit. Such uniform reductions may be implemented without regard for the seniority provisions of this Agreement. However, bargaining unit employees shall not have their hours reduced if pool employees are also working in the same classification on the same shift. 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 nine (9) months. The Employer will make a reasonable effort to give two (2) weeks notice of impending layoff/reduction to affected employees. The Employer will, as soon as practical, consult with Union Representatives prior to the implementation of a layoff, to the extent possible, but such consultation may not delay or obstruct the Employer's right to implement layoffs.

ARTICLE 15. HOURS OF WORK AND OVERTIME

Nothing 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 expressly provided in this Agreement.

Pay Period

Each employee's pay period shall consist of fourteen (14) consecutive days beginning on a day and time which will be set by the Employer and regarding which, employees will be notified in writing. The Employer may adjust the time/day/start time of the payroll periods with not less than fourteen (14) days prior notice to the Union and employees.

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.

Employees who punch in earlier or punch out later than their scheduled shift start of ending time will be paid only for their actual scheduled time worked unless an exception has been approved, in writing, by their Department Head.

Work Period

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 work day 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 who work in both buildings shall be paid for overtime on the basis of a forty (40) hour work week rather than on an 8/80 basis. 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.

No Split Shifts

There shall be no split shifts unless mutually agreeable between the employee and the Employer.

Flexible Scheduling

The Employer and individual employees may agree upon patterns of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this section shall be subject to the following conditions:

1. 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 work 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.
2. The Employer and individual employees 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 paragraph.

Posting of Schedules

A four (4) week schedule shall be posted a minimum of two (2) weeks in advance of employees scheduled work. Once posted, no employee's schedule shall be changed except upon mutual agreement of the affected employee. Employees will be allowed to trade scheduled workdays with the Employer's approval, provided that such trading does not result in overtime.

Establishment of Schedules

In the establishment of new schedules and filling vacant positions, the Employer shall give preference to bargaining unit employees in accordance with seniority by classifications.

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. All extra hours will be offered first to bargaining unit employees on a non-overtime basis utilizing a first-come system.
2. All extra hours will then be offered to employees by seniority on an overtime basis. This offering of extra hours shall not be construed to create overtime except where there is a statutory requirement to pay overtime or if the hours would otherwise be paid at overtime rates in accordance with the provisions of Article 15 of this Agreement.
3. Employees have seven days after a four-week schedule is posted to request extra hours (hours not filed) for the first two weeks of the four-week schedule. During this seven-day period, requests for extra hours will be made to the Department Head or his/her designee in writing on facility forms. During the seven-day waiting period, extra hours will be assigned as per Article 15, in the following order: full time non-overtime, part time non-overtime, casual/on-call non-overtime, followed by full time overtime, part time overtime, and casual/on-call overtime. Vacant shifts that remain after this process will be offered to "pool" staff. Employees will be permitted to sign up for these shifts as well. Employee's may sign up for a shift that has already been assigned to pool staff, not less than 96 hours prior to start of the shift. This process will be repeated for the last two weeks of the four-week schedule, two weeks after the schedule is posted.
4. Shifts that become available due to absence from work will be offered to employees in accordance with Article 15 as amended. These shifts will be offered to employees on a rotating basis.
5. The Employer shall be permitted to "mandate" work hours/shifts following the completion of the above listed stipulations for filling vacant shifts in order to ensure the proper care and welfare of the residents.
 - a. The mandating of extra, non-scheduled hours shall be the last option exercised by the employer to fill vacant hours/shift of work. The use of "pool nurses" shall be applied prior to mandating the workforce providing that "pool nurses" are available to work. The Employer may contract block schedules with "pool nurses" in advance of posting schedules and 7-day sign up lists when it is apparent that the number of open shifts exceeds the potential availability and/or probability of facility staff to fill open shifts in order to ensure that facility is not left without sufficient employees to do the work and ensure the proper care and welfare of the residents. Once the employer has assigned contract block schedules to "pool nurses", the Employer reserves the right to deny an employee request to pickup shifts in that block.
 - b. Employees shall receive a minimum of five (5) days' notice of assignment to work mandated hours whenever possible.

- c. Employees shall not be mandated on days, weekends or holidays when an employee is not scheduled to work unless the facility cannot schedule enough regular staff or pool staff to ensure that the facility is not left without sufficient employees to do the work and ensure the proper care and welfare of the residents.
- d. Mandations shall be only for a maximum of four hours into an employee's next shift or four hours prior to the employee's next shift unless the facility cannot schedule enough regular staff or pool staff to ensure that the facility is not left without sufficient employees to do the work and ensure the proper care and welfare of the residents.
- e. An Employee shall be limited to being mandated only once per pay period providing that the Employee accepts one mandated shift per pay period or agrees to a temporary scheduling agreement to work one additional shift per pay period and providing that the facility is not left without sufficient employees to do the work and ensure the proper care and welfare of the residents.
- f. Employees shall receive an additional three dollars and fifty cents (\$3.50) per hour when working a mandated shift. Employees will document mandated shifts on facility forms and have same countersigned by Department Head or Scheduler for the pay period in which the mandated shift(s) occur.
- g. The Union agrees that management may be able to work unfilled/mandated shifts and agrees that the facility may use contracted ("pool nurses") to fill unfilled shifts when "pool nurses" are available.
- h. Mandated shifts shall be rotated amongst the employees in a fair and equitable manner.
- i. A report of all mandated shifts shall be provided to the Union on a bi-weekly basis.

Temporary Modified Duty (Light Duty)

1. Temporary Modified Duty (TMD) jobs may be provided to employees who are injured during the course of performing their job duties. The job description for a TMD will be determined according to a physician's recommendations and restrictions and will be modified from time to time according to the most recent physician's recommendations/restrictions.
2. An employee on TMD jobs will, generally, be assigned to the day shift.
3. Should the employee be able to return to full duty, without restrictions, as certified by a physician's statement that the employee is able to perform the essential functions of his/her position, within twelve (12) weeks from the start of TMD, the employee shall be returned to his/her former position or a substantially similar position (with the same classification, shift and number of hours as the employee's pre-TMD position). Should the employee remain on TMD longer than twelve (12) weeks, the Employer does not guarantee that the employee's former position is available, but the employee will be given preference in filling other positions for which the employee is qualified.

4. Rate of pay and eligibility for benefits during TMD will be the same as rate of pay for normal positions. Number of hours and shifts worked during TMD will be determined by physician's recommendations and restrictions and will be modified from time to time according to the most recent physician recommendation/restrictions.
5. An employee on TMD is not eligible to bid on vacant positions.

ARTICLE 16. MEALS AND BREAKS

Paid Breaks

- Paid breaks shall not exceed fifteen (15) minutes
- Employees are required to remain on the Employer's premises
- Breaks are scheduled by direct department supervisors, or in the absence of the department supervisor, his/her designee or the Administrator, based on departmental/unit needs
- Breaks shall not be taken at the beginning or end of a shift

Unpaid Meals

- Unpaid meals shall not exceed thirty (30) minutes
- Meals are scheduled by direct department supervisors, or in the absence of the department supervisor, his/her designee or the Administrator based on departmental needs
- If an employee leaves the Employer's premises, the employee's supervisor must be informed, and the employee must punch out/in.

Employees scheduled for four (4) hours or more, but less than six (6) hours, may take one (1) fifteen (15) minute paid break.

Employees scheduled for six (6) hours or more, but less than seven and one-half (7-1/2) hours may take one (1) thirty (30) minute unpaid meal break and one (1) fifteen (15) minute paid break

Employees scheduled for seven and one-half (7-1/2) hours or more may take one (1) thirty (30) minute unpaid meal period and two (2) fifteen (15) minute paid breaks.

ARTICLE 17. HOLIDAYS

Recognized Holidays are:

New Year's	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas
Independence Day	Floating Holiday

The holidays specified in this section will be observed on the days designated by Minnesota Statutes, provided, however, that Christmas will be from the start of the afternoon shift on December 24th and end with the end of the day shift on December 25th, and New Year's will be from the start of the

afternoon shift on December 31st and end with the end of the day shift on January 1st; and that Independence Day will be on the fourth day of July. With the exception of Christmas and New Year's holidays, the holiday shall start at the beginning of the night shift on the day preceding the holiday and conclude at the end of the afternoon shift on the holiday. No employee shall be scheduled to work both December 24 and December 25. This policy shall be applicable for the forty-eight-hour period commencing with the first (day) shift on December 24 through the completion of the third (night) shift on December 25. An employee who works on a day specified as a holiday by this Agreement, with the exception of the floating holiday, shall be paid double times (2X) for all such hours worked.

Floating Holiday:

The following conditions shall apply for the credit and utilization of the floating holiday:

1. The holiday shall be scheduled and utilized in the same manner as paid time off
2. The holiday shall be paid at the straight time rate of pay
3. The holiday may not be utilized in lieu of a scheduled holiday shift
4. The employees will be paid for the actual scheduled hours of the shift for which they request utilization of the holiday
5. The holiday must be utilized within one year from the date it is credited and the employee may not cash out the holiday
6. Failure to utilize the holiday within one year shall result in its forfeiture
7. Probationary employees shall have the holiday credited to them upon completion of ninety (90) days of employment and must utilize the holiday in accordance with item #5 above.
8. Non-probationary employees shall have the holiday credited to them on July 1st of each year and must utilize it in accordance with Item #5 above
9. In the event employment is terminated, either voluntarily or involuntarily, and the floating holiday has not been utilized, the employee shall be paid for the holiday. Payment shall be made based upon the scheduled shift with the least number of hours during the two-week period immediately preceding termination of employment

ARTICLE 18. PAID TIME OFF (PTD)/UNPAID TIME OFF (UPTO)

All employees accrued Paid Time Off (PTO) based upon compensated hours. For each compensated hour, employees earn PTO, which may be used for vacations, illness, bereavement, or other reasons. PTO may be taken as earned, as described below.

Employees accrue PTO based upon the following schedule:

Non-Licensed Staff

Years of Service	Rate Per Hour	Annual PTO Accrual
1-2	0.0192	5 days
3-7	0.0385	10 days
8+	0.0653	17 days

PTO is considered earned as follows:

During the first two years of employment, half (1/2) of the annual PTO accrual is available for use at the completion of six (6) months of the anniversary date; half (1/2) of the annual PTO accrual is available for use at the completion of the anniversary date.

During the third through seventh years of employment, one third (1/3) of the annual PTO accrual is available for use at the completion of four (4) months of the anniversary date; one third (1/3) of the annual PTO accrual is available for use at the completion of eight (8) months of the anniversary date; one third (1/3) of the annual PTO accrual is available for use at the completion of the anniversary date.

During the eighth year and each year thereafter, one quarter (1/4) of the annual PTO accrual is available for use at the completion of four (3) months of the anniversary date; one quarter (1/4) of the annual PTO accrual is available for use at the completion of six (6) months of the anniversary date; one quarter (1/4) of the annual PTO accrual is available for use at the completion of nine (9) months of the anniversary date; one quarter (1/4) of the annual PTO accrual is available for use at the completion of the anniversary date.

Licensed Staff

Years of Service	Rate Per Hour	Annual PTO Accrual
1-2	0.0385	10 days
3-7	0.0577	15 days
8+	0.0846	22 days

PTO is considered earned as follows:

During the first two years of employment, one third (1/3) of the annual PTO accrual is available for use at the completion of four (4) months of the anniversary date; one third (1/3) of the annual PTO accrual is available for use at the completion of eight (8) months of the anniversary date; one third (1/3) of the annual PTO accrual is available for use at the completion of the anniversary date.

During the third through seventh years of employment, one third (1/3) of the annual PTO accrual is available for use at the completion of four (4) months of the anniversary date; one third (1/3) of the annual PTO accrual is available for use at the completion of eight (8) months of the anniversary date; one third (1/3) of the annual PTO accrual is available for use at the completion of the anniversary date.

During the eighth year and each year thereafter, one quarter (1/4) of the annual PTO accrual is available for use at the completion of four (3) months of the anniversary date; one quarter (1/4) of the annual PTO accrual is available for use at the completion of six (6) months of the anniversary date; one quarter (1/4) of the annual PTO accrual is available for use at the completion of nine (9) months of the anniversary date; one quarter (1/4) of the annual PTO accrual is available for use at the completion of the anniversary date.

"Week" is defined as the average number of hours per week worked from anniversary date to anniversary date.

An employee may choose to cash out their PTO by notifying the Administrator in writing. PTO will be paid out according to the normal payroll schedule.

Employees are encouraged to plan time away from work using their available PTO. PTO should be used within one (1) year of the date it is earned. PTO should not be allowed to accumulate in excess of the amount which can be earned in two (2) years unless special circumstances prevent the employee from using PTO.

PTO, except for use to cover absence caused by illness or emergency, must be scheduled in advance and approved by the employee's department head. Whenever possible, PTO time is scheduled as requested by the employee, subject only to the Employer's needs to provide adequate coverage and to balance the various requests of the employees. In the event that two or more employees request PTO for the same period and not all requests can be accommodated, the employee with the earliest request will take preference, and in the case of simultaneous requests, seniority shall govern.

Upon separation of employment, an employee shall be paid for all earned and unused PTO.

In the event that an employee who is utilizing approved paid Time Off, if requested to work and agrees to do so, all hours worked shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay.

Unpaid Time Off (UPTO)

An employee may request up to two (2) unpaid days of time (UPTO) off per calendar year at the Employer's discretion and subject to the Employer's determination that days may be taken off without disrupting or detracting from resident care. Requests for unpaid time off will be subject to the same policies in effect for requesting paid time off (PTO).

Enhanced Paid Time Off Program

Employees shall be afforded the opportunity to earn additional Paid Time Off hours by working extra previously unscheduled hours/shifts based upon the following:

- j. For extra work performed on the day shift, the employee shall earn 0.125 hours of additional PTO for each hour so worked. (One (1) hour for every eight (8) hours of extra worked).
- k. For extra work performed on the evening shift, the employee shall earn 0.143 hours of additional Paid Time Off for each hour so worked. (One (1) hour for every seven (7) hours of extra work).
- l. For extra work performed on the night shift, the employee shall earn 0.166 hours of additional Paid Time Off for each hour so worked, (One (1) hour for every six (6) hours of extra work).

PTO use for illness/injury unrelated to work and FMLA/parental leave

An employee who takes a medical leave of absence due to a non-work-related injury or illness or under the terms and conditions of the Family and Medical Leave Act and parental leave, shall be required to utilize all earned Paid Time Off, except for an amount equaling five (5) scheduled shifts. PTO earned via the enhanced Paid Time Off Program is exempt and shall not be required to be used during an employee's medical or parental leave, nor shall such earned PTO be considered as a part of the exempted five (5) days.

Non-medical and parental leave absences

Employees shall be required to utilize PTO for the first five (5) unscheduled absences from the work schedule, (call-ins). The employer shall assign attendance points in addition to the deduction of PTO hours for said absences, in accordance with the Employer's Attendance Policy. In the event the employee has no PTO hours banked and their unscheduled absence is one of the first five (5) unscheduled absences for the calendar year, the Employer shall be permitted to charge the absence against future PTO earnings.

ARTICLE 19. LEAVES OF ABSENCE

Applying for Leaves of Absence

Requests for leaves of absence shall be made in writing using employer forms. Request for leaves of absence, except emergency medical/disability leave, shall be made at least thirty (30) days in advance, unless otherwise permitted by law. Personal leaves may be granted at the discretion of the Employer.

Illness/Injury Unrelated to Work

After completion of the probationary period, employees are eligible for a leave of absence up to six (6) months without pay if the employee is unable to work due to illness or injury unrelated to work. In the case of an illness or injury leave, a physician's statement may be required to confirm that an employee is unable to work for a designated length of time. Employees returning to work after an illness or injury leave will be required to submit a physician's statement certifying that employee's ability to perform the essential functions of his/her position, with reasonable accommodation, if appropriate. Should the employee return from such leave within three (3) months from the start of the leave, the employee shall be returned to his/her former position or a substantially similar position (with the same classification, shift and number of hours as the employee's preleave position). Should the employee remain on leave longer than three (3) months, the Employer does not guarantee that the employee's position is available, but the employee will be given preference in filling other positions for which the employee is qualified.

Family Leave/Parental Leave

After one (1) year of employment, an otherwise eligible employee may take a leave of absence 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 statutes shall be taken concurrently unless otherwise required under law. Non-probationary employees who are not eligible for FMLA/Parental Leave shall nevertheless be entitled to take a leave under the same terms and conditions, and with the same requirements, as if they were eligible for leave.

Military Leave

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

Benefits During Unpaid Leave

During an unpaid leave of absence, an employee will not earn or accrue benefits. However, an employee will not lose any benefits earned prior to the beginning of the leave and will commence earning benefits upon return from the leave.

Health Insurance During Leave

Health insurance may be continued during an unpaid leave of absence if an employee pays the premium during that period. The Employer shall not pay an employee's insurance premium or any portion thereof while an employee is on leave, unless otherwise required by law.

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 jury duty, for a period of up to ten (10) scheduled work days. Employees on jury duty leave are encouraged to return to the Employer and 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 provide proof of jury duty and pay received.

Bereavement Leave

Employees shall be granted time off from the schedule in the event of the death of a member of the immediate family. Immediate family members include: spouse, siblings, parents, grandparents, children, grandchildren, aunts, uncles, nieces, nephews, and people living in the same household in a relationship substantially comparable to any of the above. The length of time off shall be by mutual agreement between the employee and the Employer. Employees may choose to use PTO for some or all of the leave.

ARTICLE 20. BENEFITS ELIGIBILITY

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

ARTICLE 21. INSURANCE

Health Insurance

Health Insurance will be offered to all employees working at least 30 hours per week. The Employer will offer health insurance plans in accordance with applicable law.

The Employer and employees shall share health insurance premiums as follows:

Plan	Employer Contribution	Employee Contribution
Employee Only	80% Employer	20% Employee
Employee and Child	45% Employer	55% Employee
Employee and Children	45% Employer	55% Employee
Employee and Spouse	45% Employer	55% Employee
Family	45% Employer	55% Employee

The Employer shall have the right to amend the foregoing plans, carriers and enrollment periods, provided any such amendments are also applicable to all other of the Employer's employees, and the changes result in substantially similar coverage. The Employer must bargain regarding any proposed changes which would lead to coverage which is not substantially similar. The Employer agrees to give the Union and employees notice in advance of any changes to the plan.

Employees who participate in the Employer's health insurance plan may choose to have the employee portion of the premium handled through payroll deduction on a pre-tax basis.

Term Life Insurance

The Employer shall offer term life insurance to full-time employees in the amount of \$10,000.00. Eligibility, enrollment and other aspects of the plan shall be governed by the plan documents. The Employer may modify any aspect of this plan for the benefit amount.

ARTICLE 22. INDIVIDUAL RETIREMENT SAVINGS PLAN

In an effort to help employees save for their retirement, the Employer will arrange with a third party to offer individual retirement accounts. All aspects of participation in this plan shall be governed by applicable laws, regulations and policies of the plan which the Employer may offer and amend. Employees who elect to participate may choose to have their contributions handled through payroll deduction.

ARTICLE 23. HEALTH AND SAFETY

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.

Hepatitis Vaccination

The Employer shall provide an employee's Hepatitis B vaccination at no cost to the employee should the employee desire to be vaccinated.

ARTICLE 24. WAGES

Starting Rate of Pay

Refer to Appendix "A".

Experience Credit

Employees who have previous experience which is transferable to their new position shall be entitled to wage credit for such previous experience. Credit will be given on a year for year basis in the amount of ten cents (\$.10) for each year of experience. Effective July 1, 2002, the maximum credit for licensed staff shall be ten (10) years, registered nursing assistants five (5) years, and for all other positions three (3) years.

Employees hired on or after July 1, 2002 shall receive experience credit, retroactive to their date of hire, upon written verification of prior employment by former employers. Employees hired prior to July 1, 2002 shall receive adjustments in their experience credit, if applicable, in the same manner, retroactive to July 1, 2002. One year of experience is considered to be 2080 hours. Prorated credit will be given for a partial year of prior experience.

Merit Increase

Upon each anniversary date of employment, an employee shall be eligible for an increase in the amount of fifteen cents (\$.15) per hour based upon merit.

An employee is eligible for a merit increase upon each anniversary date of employment provided the following criteria are met:

1. Employee has completed all required in-service education either through attendance at meetings, Internet programs or by completing make-up materials
2. Employee has a satisfactory attendance record. "Satisfactory attendance" shall be defined as not being on probation and not having been on probation for poor attendance within the six (6) months prior to the employee's anniversary date.

3. Employee has a satisfactory performance record. "Satisfactory performance" shall be defined as not having any written warnings in the past six (6) months.

If an employee is not eligible for a merit increase due to any of the above reasons, the employee will remain ineligible for a merit increase until all of the following criteria are met:

1. All required in-service education programs have been made up
2. Employee has maintained a satisfactory attendance record for a period of six (6) months
3. Employee has maintained a satisfactory performance record for a period of six (6) months

In the event that an employee is not eligible for a merit increase due to one or more of the reasons outlined above, the merit increase will become effective on the date that all of the following criteria have been met:

1. All required in-service education programs have been made up
2. Employee has maintained a satisfactory attendance record for a period of six (6) months
3. Employee has maintained a satisfactory performance record for a period of six (6) months

In-Service Education Requirements for Licensed Nurses

Licensed nurses may request to be excused from certain in-service requirements if evidence is provided to show that a requirement has been met elsewhere. The Director of Nursing will determine whether to excuse a licensed nurse from an in-service requirement on a case by case basis.

Weekend Differential

Employees who work on any of the seven (7) shifts defined as weekend shifts (from the start of the second shift on Friday through the end of the second shift on Sunday), shall receive a differential in the amount of twenty-five cents (\$.25) per hour for all such hours worked.

Shift Differential

Licensed nurses shall receive a shift differential of one dollar (\$1.00) per hour for evening shifts as defined at each facility and a shift differential of one dollar and twenty-five cents (\$1.25) for overnight shifts as defined at each facility.

Nursing assistants shall receive a shift differential of fifty cents (\$.50) per hour for evening shifts as defined at each facility and a shift differential of seventy-five cents (.75) for overnight shifts as defined at each facility.

Job Differential

In the event a TMA is asked to perform TMA duties while scheduled as a NAR, the TMA will be paid the TMA rate of pay for the time they perform such duties, in fifteen-minute increments.

On Call

Non-unit RNs will be utilized, as much as possible, for on-call duties. Unit personnel will be utilized, on a volunteer basis, only when no non-unit RN is available for the duty. On-call unit RNs shall be paid for all time utilized in responding to calls, in fifteen-minute increments, at their regular rate of pay.

ARTICLE 25. SUCCESSORSHIP

In the event the Employer closes or sells either facility, the Employer will negotiate with the Union regarding the effects of said closure or sale upon bargaining unit employees, including potential severance pay, in accordance with the Employer's obligations in accordance with federal law.

ARTICLE 26. MISCELLANEOUS

Personnel Records

An employee shall be entitled to inspect his/her personnel records, including but not limited to, performance appraisals, disciplinary notices or records and attendance. Such review will be at reasonable times outside of work hours and with proper notice to the Employer in accordance with Minnesota Law.

Applicable Law

Nothing contained in this collective bargaining agreement shall be construed to impair any of the rights of the Employer, the Union or the employees under any of the applicable state or federal laws.

Maintenance of Benefits

No employee shall suffer a reduction of wages, benefits or other terms or conditions of employment as a result of the execution of this Agreement. An employee who receives wages, benefits or other terms or conditions of employment which are greater than those contained in this Agreement, or about which this Agreement is silent, shall nonetheless continue to receive such wages, benefits or other terms or conditions of employment as if specifically provided for in this Agreement.

ARTICLE 27. NO STRIKE / NO LOCKOUT

The Employer and the Union agree that because of the services of the Employer to the community, this Agreement prohibits strikes, slowdowns, lockouts or work stoppages (collectively an unauthorized strike) during the life of this Agreement.

In the event that the Employer believes that there is an unauthorized strike occurring, the Employer will so advise the Union and in that event, 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 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 28. 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 29. DURATION AND CHANGES

This Agreement shall continue in full force and effect from January 1, 2018 until 11:59pm on December 31, 2020.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to become effective and duly executed by their duly authorized representative:

SOUTH SHORE OPERATIONS LLC

MLPNA LOCAL 105, AFSCME COUNCIL 65

By [Signature]
Title CEO
Date 1/17/2018

By [Signature]
Title CNA/IMA
Date 1-8-18

By _____
Title _____
Date _____

By [Signature]
Title RN
Date 1-8-18

By [Signature]
Title Administrator
Date 1-8-18

By [Signature]
Title Labor Representative
Date 1-8-18

APPENDIX "A"

Column 1	2018 New Starting Wage	Column 2	2018 New Starting Wage
RN	\$25.50	Cook	\$11.75
LPN	\$18.75	Activity Aide	\$11.00
CNA	\$13.00	Dietary Aide	\$11.00
NA	\$12.50	Housekeeping	\$11.00
TMA	\$13.75	Laundry Assistant	\$11.00
Rehab Aide	\$13.00		
Activities w/CNA	\$12.25		

Any employee whose current wage is below the new 2018 starting wage will be increased to the 2018 new starting wage on 1/1/2018, plus 1% for each year of continued service, up to a maximum of 10%.

All employees whose current wages are already above the new starting wage shall receive 1% for each year of continued service, up to a maximum of 10%.

The employer shall have the right to increase any starting wage at any time during the duration of this contract. If a starting wage is increased, any employee in that category whose wage is below the new starting wage shall be increased to the new starting wage on the same effective date as the new starting wage. The union will receive notice prior to the implementation of a wage increase.

Employees in Column 1 will receive a 2% increase on each anniversary date of this agreement (2% on 1/1/2019, and 2% on 1/1/2020).

Employees in Column 2 will receive a 1.5% increase on each anniversary date of this agreement (1.5% on 1/1/2019, and 1.5% on 1/1/2020).

TRAINING: New employees shall be paid at a rate of \$.40 below the rate of pay reflected above during a training period. The Employer shall have the discretion of determining the length of said training period.

Employees who the Employer designates, in writing, to work with new employees as trainers, shall be paid a premium of \$.40 per hour for those hours when the trainer is actually providing said training.

MEMORANDUM OF UNDERSTANDING

BETWEEN

**SOUTH SHORE OPERATIONS LLC D/B/A SOUTH SHORE CARE CENTER AND
CROSSROADS WORTHINGTON OPERATIONS LLC D/B/A CROSSROADS CARE
CENTER (“EMPLOYER”)**

AND

**MINNESOTA LICENSED PRACTICAL NURSES ASSOCIATION – TECHNICAL
EMPLOYEES ASSOCIATION OF MINNESOTA/AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (“UNION”)**

I. GENERAL RECITALS:

1. The Employer and the Union (collectively “Parties”) are parties to a Collective Bargaining Agreement (“Agreement”) which was scheduled to expire on December 31, 2020;
2. The Parties have been engaged in good faith negotiations regarding the terms of a revised collective bargaining agreement, which would succeed the Parties’ Agreement;
3. In light of the devastating effects of the COVID-19 pandemic on the Employer, its Employees, and its residents, and in light of ongoing challenges and significant uncertainties related to COVID-19, and the Parties’ good faith negotiations, on January 19, 2021, the Parties have agreed to enter into this Memorandum of Understanding (“Memorandum”);
4. Upon Employer’s receipt of notice from the Union that Union members have ratified the terms of this Memorandum, the Employer will implement the Specific Terms set forth below.

II. SPECIFIC TERMS:

1. Except as otherwise expressly provided in this Memorandum, the terms of the Agreement in effect between the Employer and the Union shall remain in effect and be extended through September 30, 2021;
2. In August, 2021, the Union and Employer will resume negotiations for a revised collective bargaining agreement;
3. The Employer will increase bargaining unit employees’ base wage rates by 2% effective retroactively as of January 1, 2021;
4. The starting wage rates reflected in “Appendix A” of the Parties’ Agreement shall be increased by 2%, effective January 1, 2021;

5. The Employer will continue providing unit employees with "Hero Pay" through February 28, 2021;
6. On March 1, 2021, the Employer will exercise its right and discretion to discontinue providing employees with "Hero Pay";
7. Article 3 of the Agreement shall provide as follows:

The Union shall have the right and opportunity hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introduce him/her to the Union. The orientation will be held within thirty (30) days of the employee's hire date and shall be during working hours at a time agreed upon by the employee's immediate supervisor, not to exceed thirty (30) minutes duration.


III. ACKNOWLEDGE AND ACCEPTANCE:

By signing below, representatives of the Employer and the Union acknowledge that they have read, understand, and agree to be bound by the terms of this Memorandum.

UNION:

Name: Eric Austin
 Signature: Eric Austin
 Title: Labor Representative
 Date: 2/10/2021

EMPLOYER:

By: 
 Its: Member
 Date: 2/11/2021