

COLLECTIVE BARGAINING AGREEMENT

Between

**The American Federation of State, County and
Municipal Employees, Council 5, AFL-CO**

AND

Minnesota Senior Living, LLC

July 1st, 2019-June 30th, 2021

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This Agreement between Minnesota Senior Living, LLC (throughout this *Agreement* referred to as the "Company" or "Employer") and the American Federation of State, County and Municipal Employees Council 5, AFL-CIO (throughout this Agreement referred to as the "Union") on behalf of employees of the Employer described more specifically in Article 2, have reached agreement for a contract which shall be effective July 1, 2019 and the Terms of that contract are set forth below:

ARTICLE 1 MANAGEMENT RIGHTS

1.1 The management of the Company and the direction of the working forces shall be vested solely and exclusively with the Company, except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed; to determine the number of employees to be employed and the work which they are to perform; to maintain and improve efficiency; to discipline or discharge employees; to assign or transfer employees to other locations; to assign and delegate work; including additional or different duties within their job classification; to require observance of Company rules, regulations, retirement and other policies; to schedule when work will be performed and to determine the number of hours to be worked; to enter into contracts for the furnishing and purchasing of supplies and services; to determine the methods by which services are to be performed and the equipment to be utilized in furnishing such service and to change, modify or discontinue existing methods of furnishing service and use of equipment. The Company shall be the sole judge of all matters pertaining to the conduct of its business, and in this connection, shall have the absolute right to subcontract or outsource, either temporarily or permanently, any work normally performed by bargaining unit employees or to discontinue, either temporarily or permanently, some or all of the Company's operations, to transfer operations, and to establish or change the method of providing services to the Company's customers.

ARTICLE 2 EMPLOYMENT POLICIES

2.1 All of the Company's existing workplace policies shall apply except to the extent such policy or policies conflict with an express provision of this Agreement. The Company hereby reserves its right to amend or adopt additional policies as it deems appropriate in its sole discretion except to the extent such policy or policies conflict with an express provision of this Agreement. The Company will provide the Union with 7 business days' notice prior to implementing a new or revised policy covered by this Section, so that the Union has an opportunity to review the policy and help educate Employees on same if it so chooses. The Employer agrees to meet and confer with the Union if requested, on these issues.

ARTICLE 3 NATIONAL LABOR RELATIONS BOARD CERTIFICATIONS

3.1 As authorized by the National Labor Relations Board, the American Federation of State, County and Municipal Employees, Council 5, AFL-CIO, shall be the exclusive bargaining representative of the employees in the following appropriate unit; all full-time and regular part-time Nursing Assistants employed by the Employer at its facilities located at 3000 North Douglas Drive, Crystal, MN (Heathers Manor); 6288 Louisiana Court North, Brooklyn Park, MN (Waterford Manor); 8500 Tessman Farm Road, Brooklyn Park, MN (Tradition); and 11111 River Hills Drive, Burnsville, MN (The Rivers); excluding LPNs and other supervisors, RNs, Occupational Therapists, professional employees, staffing employees, guards and all other employees. It is expressly understood that this Article shall only be used for purposes of defining the bargaining unit and may not be used for any other purpose. Further, an arbitrator is expressly prohibited from using this Article to interpret any other written provision of this Agreement.

ARTICLE 4 DEFINITIONS

4.1 Full-Time - A full-time employee shall be defined as an employee who is regularly scheduled to work thirty seven and a half (37.5) hours per week.

4.2 Part-Time - A part-time employee is an employee who works less than (37.5) hours per week.

ARTICLE 5 NO STRIKE OR LOCKOUT

5.1 The Union and the employees covered by this Agreement agree that during the term of this Agreement there shall be no strikes of any kind, slowdowns, picketing, bannering, boycotts, sympathy strikes, or any other type of interference, coercive or otherwise, with the Company's operations. The prohibitions against any of the activities referred to above in this Article shall be absolute and shall apply regardless of whether a dispute is subject to the resolution system under the grievance procedure of this Agreement. The Company agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 6 NEW EMPLOYEES

6.1 New Employee Orientation-A Union or worker representative(s) may meet with new employees during the facility's orientation to introduce employees to the Union and the Union Contract. The meeting will be held in conjunction with the Employer's New Employee Orientation and 24 hours' notice shall be given to the Union and its representative(s) designated for New Employee Orientation prior to such orientation. The Union portion of the Orientation meeting may last up to fifteen (15) minutes. The worker representative(s) will be released from work, if necessary to accommodate the Orientation period. If no Union or worker representative designated for New Employee Orientation is able to participate in New Employee Orientation, a fifteen (15) minute meeting shall be arranged for the Union or worker representative to introduce the new employee to the Union and the Agreement within seven (7) calendar days following New Employee Orientation.

6.2 Probation Period- An employee who has been hired on a full-time or part-time basis who has been continuously employed by the Employer for less than ninety (90) days is a probationary employee. After ninety (90) days of continuous employment, the employees shall become a regular employee unless the probationary period is extended. The Company and the local union may agree to an extension of the probationary period not to exceed ninety (90) days. During the probationary period, the employee can be discharged without notice, without cause and without recourse of the grievance procedure.

ARTICLE 7 SCHEDULING AND OVERTIME

7.1 The Company's authority to determine the hours of work and to set work schedules is limited only to the extent stipulated to in this written Agreement. The Company shall designate the work week schedules for each employee.

7.2 The Company shall utilize such pay periods and pay days as exist for non-contract employees of the Company and as may be changed from time to time by the Company. An employee may obtain a yearly schedule of pay days to assist with his/her financial planning.

7.3 Employees shall be paid one and one-half (1 1/2) times their respective straight time hourly rate for all hours worked in excess of forty (40) in a seven (7) consecutive day work week which may be established, from time to time, by the Company. The Company's right to change the "seven (7) consecutive day work week" described above shall be limited to situations where the Company changes its payroll system. All overtime must be authorized in advance by the Company.

- a. The employer may, with one hour notice require an employee to remain on the job to perform work as a result of absences, call offs, or low staff issues. The employer may do this up to one time per week per employee for up to four hours for each occurrence.

- b. If overtime is required and an employee is made to work mandatory overtime, this overtime assignment shall be based on inverse seniority of employees currently on shift. During emergencies, such as inclement weather, the Company reserves the right to assign overtime as management sees fit to ensure the uninterrupted operation of the facility.
- c. The Employee may, with the employer's consent obtain a replacement

7.4 The Company shall have the right to establish the specific start and end times of work shifts and shall have the right to modify such start and end times as it deems appropriate in the operation of the Company's business. The Company will give employees a twenty one (21) calendar day notice of a change in the start or end time of a work shift.

7.5 Scheduling of Additional Hours and Shifts of Work. It shall be the intent of the Employer that in selecting employees to work additional hours and/or shifts the primary concern of the Company will be to select individuals where this additional work shall not *cause the* employee to be paid overtime. Further, in selecting individuals to work additional hours or shifts, the individual must be fully oriented and trained to perform the work and, further, must be fully oriented and trained to the specific geographic location where the work needs to be performed. The Company will post a tentative work schedule for the next work period cycle twenty-eight (28) days prior to the first day of the new schedule. For the next seven (7) calendar days part-time employees only may sign up on an availability list indicating additional shifts the employee is willing to work. The Company will use this availability list to fill holes in the schedule prior to posting the final schedule which shall be posted fourteen (14) calendar days prior to the first day of the new work schedule. The Company will contact employees on the availability list on the basis of most to least senior to offer extra shifts. Extra shifts will not be offered if it would cause the employee to work overtime. Should the Company make a good faith error in following the process set forth above, there shall be no penalty assessed for such error.

7.6 Low Census. When it is necessary to reduce scheduled hours based upon resident census; the reduction of hours will be managed by assignment first then by seniority where applicable.

7.7 Employees may be required to work weekend shifts based on the needs of the Company.

7.8 Meal Break. Each employee who works a minimum of eight (8) consecutive hours shall be entitled to a thirty (30) minute unpaid meal break. The Company shall determine when the meal break will be scheduled. The meal break itself shall be in addition to the employee's regularly scheduled shift of work.

ARTICLE 8 LEAVES OF ABSENCE

8.1 Unpaid Leaves of Absence.

a. Family and Medical Leave - Employees who have been employed with the Company for twelve (12) months and who have worked twelve hundred fifty (1,250) hours during the previous twelve (12) month period immediately prior to the requested leave of absence may be eligible to take up to a total of twelve (12) weeks of unpaid leave during a rolling twelve (12) month period which rolling period will commence with the onset of the employee's approved leave of absence. Employees may qualify for leave when they are needed to care for a family member as defined by federal and MN state statute, if such person has a serious health condition.

1. The Company reserves the right to require certification from a physician attesting to the serious health condition, and the Company may also require periodic updates regarding the condition of the employee or such family member. An employee shall be required to use available vacation during any leave of absence. If an employee knows in advance that he/she will be taking a leave of absence as described in this paragraph, the employee must notify his/her supervisor at least thirty (30) days in advance of the beginning date of the requested leave. If circumstances require that the leave begin in less than thirty (30) days, the employee must notify his/her supervisor as soon as practicable. If an employee returns to work in the period of the leave as set forth above, that employee will be returned to his/her former position or an equivalent position. Except as required by law, neither seniority nor fringe benefits shall accrue during a leave of absence authorized under this paragraph

b. Personal Leave of Absence. The Company, in its sole discretion, may provide time off from work for personal leave reasons unrelated to Section 8.1 (A) for a period not to exceed thirty (30) calendar days. Employees returning to work from a personal leave of absence will not, except as noted below, be guaranteed a return to a position, but will be considered for other positions that may be open and available at the time the employee returns from the leave. Seniority shall not accrue during a personal leave of absence nor will any fringe benefits accrue during a personal leave of absence.

8.2 Minnesota Parenting Leave. If an employee does not qualify for leave as provided for in Section 8.1 (A) above, that employee may be eligible for a parenting leave applicable under state law. If an employee has been employed at least twelve (12) consecutive months immediately preceding the request and for an average number of hours of per week equal to one-half (1/2) the full-time equivalent position in the employee's job classification as defined in this Agreement during those twelve (12) months, an employee who is a natural or adoptive parent in connection with the birth or adoption of the child may be eligible for an unpaid

leave of absence not to exceed six (6) weeks. The leave shall begin at a time requested by the employee. The Company may adopt reasonable policies governing the timing of requests for this unpaid leave. The leave may begin not more than six (6) weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital.

ARTICLE 9 GRIEVANCE PROCEDURE

9.1 Any dispute by an employee relating to the interpretation of or adherence to the written terms of this Agreement shall be considered a "grievance" and shall be handled as follows:

Processing a grievance: It is recognized by the Union and the Company that the processing of a grievance shall be completed during normal working hours as applicable to the aggrieved employee. The aggrieved employee's Union representative, if a designated shop steward, shall be allowed to investigate grievances and present grievances to the Company without a loss in pay; provided the employee and or the Union representative have notified the designated supervisor, it does not result in overtime and coverage is prepared for resident care if necessary.

Step 1 - Any dispute will be discussed informally between the employee and the employee's supervisor. If the subject of the grievance is discipline, the employee may waive Step 1 and submit the grievance directly to Step 2.

Step 2 - If the dispute is not resolved in Step 1, it shall be reduced to writing and the written grievance must specify in detail the alleged violation of the contract citing the specific contractual provisions which are affected as well as setting forth in detail the facts which the employee believes supports the grievance. The grievance must be signed by the employee asserting the grievance, The grievance shall be filed by the Union or its designee with the RN Supervisor or designee, and the employee shall provide a copy to his/her immediate supervisor. This written grievance must be received by the RN Supervisor or designee within seven (7) calendar days after the date of the occurrence which necessitates the filing of the grievance. Within twenty (20) calendar days after submission of the written grievance to the Company, a meeting to consider the grievance shall be held among representatives of the Company and the Union. Within twenty (20) calendar days following the Step 2 meeting referenced above, the Company shall submit to the Union a written reply to the grievance.

Step 3 - In the event the grievance is not resolved in Step 2 of this Article, either the Union or the Company shall have the right to submit the grievance to arbitration. Any

demand for arbitration must be received by the other party in writing no later than twenty (20) calendar days after the Company sends the written response from the Step 2 meeting. The Company and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of eleven (11) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall proceed to select an arbitrator alternately striking names from the list. The parties shall flip a coin to see who shall delete first.

The arbitrator shall meet at a time and place agreeable to the parties. 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 written Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to decide any other issues. The fees and expenses of the neutral arbitrator shall be divided equally between the Company and the Union.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure of the Union to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. The limitations provided herein may be extended by mutual written agreement of the parties.

ARTICLE 10 DISCIPLINE AND DISCHARGE

10.1 Just Cause: The Company may not discipline or discharge an employee unless it has just cause to do so.

10.2 The Company reserves the right to discipline and or terminate employees for Just Cause. The employee shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefore and the effective date of the discharge. Any such discipline or discharge shall be subject to the grievance process as outlined in article 9.

10.3 In the event there is an investigation by the State of Minnesota into an Employee's conduct while working at the Employer, the discipline will be held in abeyance pending the results of the investigation by the state. Should any investigation occur employees may choose to seek Union representation, in the event the employee is found to have violated state law and loses a license to perform work, the Employee may not continue the grievance and will be without recourse to this article 10 In the event the employee is found to have not violated the law, the grievance may proceed.

ARTICLE 11 UNION INFORMATION AND ACCESS

11.1 The Employer will provide the Union with a bulletin board at each worksite location. The bulletin board shall be used for Union purposes only and will be maintained by Union representatives. Postings on the board may include informational items such as but not limited to: Notice of meeting dates, times and locations, contact information for Union representatives and Employee rights under the contract and applicable state and federal laws. No material may be posted anywhere on premise other than worksite bulletin boards. The Company will advise the union of the removal of any posted material electronically in writing and within 72 hours of removal.

11.2 The Company agrees to allow access to the worksite to authorized representatives of the Union with advanced notice, for the purpose of investigating union grievances, observing the workplace and updating the Union's bulletin board, so long as it does not interfere with resident privacy or facility operations. The representative shall adhere to the facility's regular policy for visitors and the representative may be escorted by an administration representative while on the premises.

ARTICLE 12 SENIORITY

12.1 **Definition:** Except as otherwise provided for in this Agreement, seniority shall be defined as the original date of hire at the core building of assignment as a Nursing Assistant. Seniority will be rank ordered by Building and that term "Building" shall be defined as those separate facilities outlined in Article 3 of this Agreement. Seniority shall be separate as to full-time and part-time employees for the purpose of layoff and recall. An employee shall be assigned to only one Building for seniority purposes and that Building shall be called the Core Building representing seniority for that employee. An employee will have no seniority at any other non-core Building. If an employee permanently transfer to another building and, as a result, is no longer regularly scheduled hours at his/her Core Building, the Building to which the employee is permanently transferred shall then be the employee's new 'Core Building,' in general. The employee will maintain his/her seniority date, as described above, from the employee's previous Core Building in the event of a permanent transfer to a new Core Building.

12.2 **Layoff:** A layoff shall be defined as the permanent elimination of an employee's position or reduction of FTE status to below a benefit eligible status. The Company's decision to make temporary staffing adjustments on a short-term basis due to fluctuation in resident census shall not be considered a "layoff for purposes of this Agreement. In conducting a "layoff," the Company shall determine the number of positions (full-time and/or part-time) to be eliminated

by Building. Layoffs will then occur utilizing the full-time and/or part-time seniority lists and the junior employee by fulltime or part-time list shall be laid off and this process will continue up the applicable seniority list (full-time and/or part-time) based upon hours worked until all of the necessary staff reductions have occurred. However, the Company reserves the right to retain a junior employee who is presently qualified to perform all aspects of the job if, in this connection, a more senior employee is not presently qualified to perform all aspects of the available position. In such case, the more senior employee will be laid off and the junior employee retained. The Company will give a fourteen (14) calendar day notice of lay off to the affected employee(s). The term "qualified" as used above shall mean that a person has the specialized unit training necessary for the work area he or she may be assigned.

12.3 Recall: Recall shall be in the order of seniority, assuming the individual to be recalled is presently qualified to perform all aspects of the job and it shall be based upon the needs of the Company, Recall shall only occur to the same Building from where the employee was originally laid off and, further, an employee can only be recalled to the seniority list (full-time or part-time) from which the employee was originally laid off. A laid off employee shall have recall rights for six (6) months measured from the date of lay off. After this time, the laid off employee shall no longer have any recall or seniority rights and shall no longer be considered an employee of the Company. The term "qualified" as used in this Section shall be given the same definition contained in Section 12.2 above.

The Company will post, on or about January 1 and July 1 of each calendar year, the separate seniority list for full-time and part-time employees and this posting shall be by building.

ARTICLE 13 JOB POSTING

13.1 The Company shall post all job vacancies for five (5) calendar days at all Buildings. The posting will identify that the shift(s) for the position will be variable and will identify the Building where the vacancy exists. –If a Nursing assistant position has been posted and current bargaining unit employees have expressed interest in the position in writing, they will be given preference over outside applicants if the shift would change their current schedule. The employee must be in good standing as defined by the Employee Handbook, with no formal discipline within the last 6 months of employment and must have been in his or her current position or schedule for at least 90 days. If more than one bargaining unit employee applies and is qualified, the employee with the most seniority will be selected.

ARTICLE 14 HOLIDAYS

14.1 The following holiday shall be observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

14.2 A holiday shall commence with the beginning of the shift designated by the Company as the night shift and shall conclude 24 hours later.

14.3 At the Company's discretion a holiday falling on a Saturday or Sunday may be observed on either the preceding Friday or following Monday.

14.4 If an employee works on a holiday set forth in section 14.1, that employee shall be paid the employee's base hourly rate of pay for the actual hours worked on the holiday plus an additional equal number of hours at the employee's base hourly rate of pay as premium pay.

14.5 A full-time employee who is not scheduled to work on a holiday identified in Section 13.1 shall receive eight (8) hours of holiday pay at the employee's base hourly rate of pay as idle holiday pay.

14.6 To be entitled to receive a paid holiday, an employee must be in active and paid payroll status on their normally scheduled workday immediately preceding and immediately following the holiday(s).

ARTICLE 15 FUNERAL LEAVE

15.1 A leave of absence of three (3) scheduled work days without loss of pay shall be granted to a full-time employee in the case of death in the employee's immediate family with immediate family defined as parent, spouse, spouse's child by former marriage, step-parent, step-child, grandparent, grandchild, or a sibling. Such days off must be consecutive scheduled work days for the employee with one of those days being the day of the funeral.

15.2 A leave of absence of one (1) scheduled work days without loss of pay shall be granted to a part-time employee in the case of death in the employee's immediate family with immediate family defined as parent, spouse, spouse's child by former marriage, step-parent, step-child, grandparent, grandchild, or a sibling. Such day off must be a scheduled workday and must be the day of the funeral.

ARTICLE 16 SICK LEAVE

16.1 Accrued and unused sick leave will be available to an eligible employee for the employee's own personal illness or injury or the illness or injury of a person regularly residing in the employee's home who is a family member (as defined by MN statute for sick leaves.)

The Company reserves the right to request a doctor's statement, or equivalent document, when deemed necessary by the company. Any absence over three (3) consecutive scheduled shifts will require a doctor's statement in order for the employee to return to work.

16.2 An employee who is unable to report to work due to illness or injury must call in at least two (2) hours prior to the employee's assigned shift on each day the employee is absent from work. Failure to meet this call-in requirement shall result in the employee being ineligible to receive sick leave in addition to any discipline that may be imposed.

16.3 Sick leave accruals:

- a) Sick time for full-time employees will accumulate at the rate of 1 hour for every thirty (30) hours worked starting at date of hire and may be taken once an employee is benefit eligible after the 1st of the month following 60 days. The maximum number of sick days accrued or carried over are forty eight (48) hours within a 12 month anniversary year.
- b) Sick time for part-time employees will accumulate at the rate of 0.011 hours per regular hour worked for employees who work an average of 30 hours a week or more but are in part time status. This accrual will be capped at 20 hours. Measurements for eligibility will take place on a quarterly lookback basis.

ARTICLE 17 VACATION

17.1 Vacation Accruals:

- 1) Full Time Employees-Vacation accrual will continue to accrue until a maximum is reached based on the following schedule:
 - a. New Hire-1 year: 40 hours/year (0.01923 hours earned per regular hour worked)
 - b. 1-4 years: 80 hours/year (0.0385 hours earned per regular hour worked)
 - c. 5-9 years: 120 hours/year (0.0577 hours earned per regular hour worked)
 - d. 10+ years: 160 hours/year (0.0769 hours earned per regular hour worked)
- 2) Part Time Employees-Vacation will accumulate at the rate of 0.011 hours per regular hour worked for employees who work an average of 30 hours a week or more but are in

part time status. This accrual will be capped at 20 hours. Measurements for eligibility will take place on a quarterly lookback basis.

Vacation shall not accrue during a leave of absence.

17.2 Vacation accrual will continue to accrue until a maximum accrual of 240 hours is reached.

17.3 For vacations of ten (10) calendar days or less, vacation must be approved by the employee's supervisor at least thirty (30) days in advance of the requested cation time. For vacations over ten (10) calendar days or more, employee must provide 90 days' notice. Company will waive notice requirements in cases of demonstrated hardship, such as family emergencies. If a scheduling conflict occurs, it will be resolved on a first-come first-served basis. The Company reserves the right to deny a vacation request due to the Company's business needs or the amount of vacation previously granted.

17.4 The maximum number of vacation days that can be taken at any given time is thirty (30) calendar days. Vacation will only be granted for scheduled work shifts.

17.5 All employees shall be required to give a fourteen (14) calendar day notice of termination and must work the entire notice. Failure to meet these requirements will cause an employee to be ineligible to receive the payout of any unused vacation the employee may have.

17.6 No vacation shall be used during the probation period as outlined in Article 6.2.

17.7 The Company will allow an eligible employee to use their current vacation accrual balance after changing from a Probationary Period to a Regular Employee.

ARTICLE 18 BENEFITS

18.1 The employees under this collective agreement may participate in all fringe benefits that re provided to the non-bargaining unit employees in the same manner and forms as the Employer. The Employer shall notify the Union of any changes of those benefits and plan design of such benefits.

18.2 Pre-Tax Retirement Plan. Employees will be allowed to participate in a voluntary pre-tax Company administered retirement savings plan.

18.3 Retirement Employer Match. The employer will match 403B contributions consistent with non-union employees.

18.4 Clothing Appropriations.

- a) The Company will provide at least 3 work shirts for full-time staff and at least 2 work shirts for part-time staff.
- b) The company will provide 2 work shirts for full-time staff and 1 work shirt for part-time staff, every year, at their anniversary of employment.

ARTICLE 19 WAGES

19.1 All employees who are employed on the date the collective bargaining agreement is signed by both the Union and the Company will received a 2.5% increase to that employee's base rate of pay upon signing of this contract by both the Union and the Company.

19.2 Wage Scale: The following Wage Scale will be adopted as wage minimums based on years of service with the Company.

Minimum Base Wage Rate			
Start	1+ years	5+ years	10+ years
\$12.00/hr	\$12.50/hr	\$14.00/hr	\$16.00/hr

The company may hire Employees above the minimum level at its sole discretion based on years of experience. Employees currently working for the Company will be adjusted to match the years of services with the Company.

19.3 The Company and the Union agree to reopen the contract in 2019 in order to engage in further discussions regarding annual wages increases for the second year of the contract.

19.4 Wages throughout the expiration date of this Agreement shall be subject to an increase, if any, triggered by an increase given across the board to non-bargaining unit employees. Any such triggered increase for Bargaining Unit employees will be a percentage match to the average percentage wage increase given for non-bargaining unit employees and will be effective on the same date as those increases.

ARTICLE 20 MODIFIED UNION SECURITY

20.1 Employees hired on or before the date this contract is signed by both the Company and the Union who are then or may thereafter become members of the Unions hall, during the life of this agreement, be required to remain members of the Union and pay the regular monthly dues uniformly required as condition of acquiring and maintaining membership in the Union or may exercise his/her "Beck" rights and pay a service fee in lieu of being required to obtain and retain membership in the Union.

20.2 All new employees hired after the date this collective bargaining agreement is signed by both the Company and the Union shall, as a condition of employment, within ninety (90) calendar days after becoming employed, become, be and remain members of the Union and pay the standard regular monthly dues uniformly required as a condition of acquiring and retaining membership in the Union or pay his/her "Beck" service fee to the Union.

20.3 Should the Union demand that an employee be terminated for failure to pay the appropriate Union dues or service fee, it shall notify the Company in writing by Certified Mail and the Company shall then have thirty (30) days after receipt of the written notice from the Union to effectuate said termination.

20.4 For the period from the execution of this collective bargaining agreement by both the Union and the Company through June 30, 2021, the Company agrees to deduct Union dues and initiation fees or comparable enrollment and services fees (for employees electing not to become members,) from the wages of employees who voluntarily provide the Company written authorization to make such deductions. The Union agrees that any written authorization for this purpose must be approved in advance by the Company. The Company's obligation to continue to deduct Union dues and initiation fees or comparable enrollment and service fees, as provided for above, shall terminate June 30, 2021 unless the Union and the Company mutually agree in writing to continue the current collective bargaining agreement beyond that date. The "written authorization" described above shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from employee's wages in the first pay period of the month. Withheld amounts will be forwarded to the Union by the 15th day of the month following the actual withholding, together with a record of the amount and those for whom deductions have been made. The dollar amount to be deducted by the Company for each employee she be certified by the Union to the Company.

20.5 Within sixty (60) days of the effective date of this Agreement, the Employer will provide the Union and the Staff Council with a list of the names, addresses, job titles, phone numbers, work location, wages, status, number of hours worked and hire dates for all

employees covered by this Agreement for the current pay period, and monthly thereafter, reflecting any hires, terminations, transfers, and leave of absences.

20.6 The Union agrees to indemnify and hold the Company harmless against any and all claims, suits, damages, orders of judgements brought or assessed against the Company as a result of any action taken or not taken by the Company under the provisions of this Article 19.

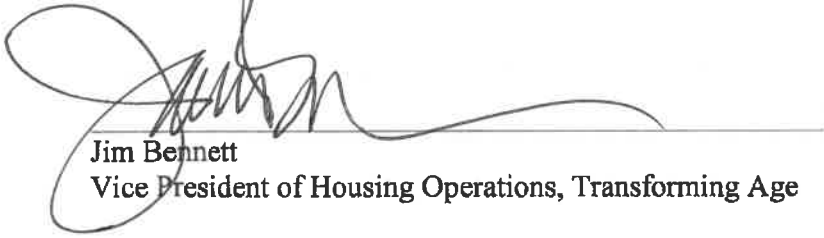
20.7 Part-Time employees regularly working 20 hours or less per pay period shall be exempt from paying union dues or "Beck" fees. At the conclusion of each calendar quarter, the Company shall calculate the hours worked by each Part-time employee to determine those exempt from paying dues or "Beck" fees. If an employee is found to have averaged work in excess of 20 hours per pay period in the prior quarter, the employer will begin collecting Union Dues for "Beck" fees from the employee in the following quarter. The employer will cease collecting the union dues or "Beck" fees from any employee after any quarter where an employee works an average of 20 hours per or less per pay period irrespective of whether the employee was previously working and the employer began collecting dues or "Beck" fees under this Section 20.7.

20.8 Upon written request from the Union, a leave shall be granted to employees for Union business. The written request shall be given at least 2 weeks prior to the leave. The Union will designate, and provide to the employer, the local union representatives among employees in the bargaining unit. Union business shall be conducted during non-working hours, unless union representation is requested during working hours by the employer.

ARTICLE 21 DURATION

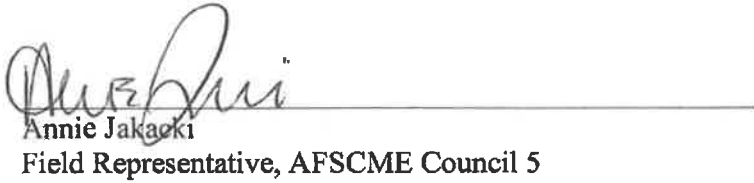
21.1 Except as otherwise provided in writing in this Agreement, the Agreement shall be in full force and effect from July 1st, 2019 through and including June 30th, 2021. The Company and the Union agree to reopen the contract in 2020 in order to engage in further discussions regarding annual wages increases and Pre-Tax Retirement Plan matching contributions for the second year of this contract.

On Behalf of;
Minnesota Senior Living, LLC.


Jim Bennett
Vice President of Housing Operations, Transforming Age

Date: 10/7/2019

On Behalf of;
AFSCME Council 5, Local 1337


Annie Jakaeki
Field Representative, AFSCME Council 5

Date: 10/7/19

On Behalf of;
AFSCME Council 5, Local 1337


Bart Andersen
Field Director, AFSCME Council 5

Date: 10-7-19