

COLLECTIVE BARGAINING AGREEMENT

Between

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

AND

Minnesota Senior Living LLC

July 1st, 2024-June 30th, 2026 (the “Agreement”)

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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, 2024 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 and handbooks 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 buildings or communities 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 by the Parties 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. 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 pay periods and pay days that 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 Per current Minnesota law, 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) hours 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 fourteen (14) calendar day notice of a change in the start or end time of a work shift except as provided in Section 7.6, Low Census

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 in combination with overtime status. Seniority is taken into account first, and overtime status is taken into account second. 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 and Acuity. When it is necessary to reduce scheduled hours based upon resident census and/or resident acuity; the reduction of hours will be managed by assignment first then by seniority where applicable.

7.7 Weekends. The Company operates communities that are open twenty-four (24) hours, seven (7) days a week for a vulnerable population, employees are 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. While on personal leave, the Company will not continue to subsidize group insurance benefits unless required by law. That means the employee shall pay the full cost of their benefits – employer and employee portions.

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. 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 must be taken within twelve (12) months of the birth or adoption.

ARTICLE 9 GRIEVANCE PROCEDURE

In the event that an employee, a group of employees, or Union has a grievance, it shall be adjusted according to the below grievance procedure.

9.1 Grievance Definition. A grievance shall be defined as a dispute concerning the application or interpretation of a specific provision of this Agreement.

9.2 Probationary Employees. Probationary employees may not use this grievance procedure. Neither the Union nor any other employee or group of employees may file or advance a grievance on behalf of a probationary employee.

9.3 Extension of Deadlines. The Employer and the Union may extend the deadlines set out in each step of the following grievance procedure by mutual, written agreement (for example, to allow for additional time to investigate or negotiate a resolution to a grievance). Any request to extend a deadline must be made before the deadline has passed. Any agreement to extend a deadline, or to permit an untimely extension request or grievance, shall not be precedential.

Step 1

Within seven (7) working days after the event giving rise to the grievance, an aggrieved employee shall discuss the matter with their Executive Director, who shall attempt to satisfactorily resolve the matter. Any settlement or resolution reached at Step 1 is not precedential.

Step 2

Within fourteen (14) calendar days after the event giving rise to the grievance was discussed with the employee's Executive Director, if no settlement has been reached at Step 1, the Union may submit a written grievance to the Company's Vice President of Operations at humanresources@transformingage.org with a copy to the their Executive Director. The written grievance shall contain the following:

- Detailed facts upon which the grievance is based, including but not limited to:
 - the event;
 - the date of the event; and
 - the aggrieved employee or employees.
- References to the specific provision(s) of this Agreement alleged to have been violated.
- The remedy sought.
- The printed name and signature of the Union's representative filing the grievance.
- The date that the grievance is filed at Step 2.

The Employer shall provide a response to the grievance within seven (7) calendar days after the grievance is filed at Step 2.

Step 3

If no satisfactory settlement of the grievance is reached at Step 2, within fourteen (14) calendar days after the Employer's Step 2 answer or failure to answer within the applicable time period, the Union may advance the grievance to Step 3 by submitting the written grievance to the Company's Human Resources and Legal Departments at the following email addresses: humanresources@transformingage.org and legal@transformingage.org.

If the Union does not timely appeal the grievance to Step 3, the grievance shall be deemed settled in accordance with Employer's disposition in Step 2.

The Employer shall provide the Union a response to the grievance within seven (7) calendar days (excluding holidays) after the grievance is advanced to Step 3, or, if the parties mutually agree to hold a conference to discuss the grievance, seven (7) calendar days after the conference.

9.4 Arbitration. If no satisfactory settlement of the grievance is reached at Step 3, within twenty-eight (28) calendar days after the Employer's Step 3 answer or failure to answer within the applicable time period, the Union may request arbitration of any timely grievance that has not been resolved under the grievance procedure set forth in Article 9 of this Agreement. Any

request for arbitration must be in the form of a letter submitted to the other party within twenty-eight (28) days after the responding party's Step 3 answer or the date on which the responding party's Step 3 answer was due. This request shall identify:

- The nature of the grievance.
- The specific provision(s) of this Agreement alleged to have been violated.

If the Union fails to submit a timely demand for arbitration, the grievance shall be deemed settled in accordance with the Employer's disposition in Step 3.

9.5 Voluntary Arbitration of the Employer's Grievances. The Employer may sue in lieu of filing a grievance or demanding arbitration of any dispute that it may have with the Union or an employee covered by this Agreement to enforce this Agreement or seek legal or equitable remedies for a breach of this Agreement.

9.6 Arbitrator Selection. Within ten (10) calendar days after receipt of a written request to arbitrate, the parties shall confer to select an arbitrator with the Federal Mediation & Conciliation Service ("FMCS"). If the parties are unable to agree within this period, the parties shall jointly request that the FMCS provide a panel of labor arbitrators located in the Dakota or Hennepin County, MN region to hear and decide the dispute. The parties shall select an arbitrator from the FMCS panel using that arbitration tribunal's arbitrator selection process.

9.7 Arbitration Process. The Arbitrator shall conduct the arbitration hearing in accordance with the rules of the FMCS. Notwithstanding the FMCS rules, any arbitration shall take place on consecutive business days.

9.8 Arbitrator's Authority. The Arbitrator shall issue an award based on the whole record and decide the case upon the weight of the substantial evidence presented. The Arbitrator shall not have authority or jurisdiction to base an award on any alleged practice or oral understanding not incorporated into this Agreement. The Arbitrator shall interpret this Agreement and shall not add to, delete from, or modify this Agreement.

In cases of suspension or discharge based on an employee's interaction with one or more patients, residents, vendors, affiliate(s), and/or employees of the Employer, the Arbitrator may not take an adverse inference from or otherwise consider as prejudicial the failure of those individuals to appear at the arbitration.

The Arbitrator shall not have the authority to mitigate penalties or disciplinary action where the Arbitrator finds that an employee in fact committed the acts of which they have been accused. Back pay or other retroactive relief shall not be awarded or increased due to any delay by the employee or the Union in pursuing the underlying grievance or demand for arbitration.

9.9 Hearing Locale. Arbitration hearings shall be conducted in Dakota or Hennepin County, MN absent the parties' mutual, written agreement otherwise.

9.10 The Arbitrator's Award. Unless the parties mutually agree to extend the deadline, the Arbitrator shall render his/her findings and award in writing to the parties within thirty (30) calendar days after the conclusion of the hearing or the filing of briefs, whichever occurs later. The Arbitrator shall set out a brief analysis of the evidence and an explanation for the award. The Arbitrator's award shall be final and binding on the Employer, the Union, and the employees covered by this Agreement. If the decision requires clarification, the Union and the Employer by mutual, written agreement may request such clarification from the Arbitrator.

9.11 Arbitrator Compensation. The Employer and the Union shall share the Arbitrator's fees and expenses equally.

9.12 Fees and Costs. Each party to the arbitration shall bear the costs and expenses of its own representatives and witnesses.

The parties may agree to retain and share equally the costs of a stenographer to record a hearing transcript in advance of the hearing. If the parties do not agree to retain a stenographer, any party desiring a stenographic record shall make arrangements directly with a stenographer and notify the other party of such arrangements in advance of the hearing. The requesting party shall pay the cost of the record. The transcript must be made available to the arbitrator and to the other party for inspection, even if one party does not agree to pay for the transcript.

Any party wanting an interpreter shall make all arrangements directly with the interpreter and assume the costs of the service.

The parties shall bear equally any other incidental expenses mutually agreed to in advance of the hearing, such as hearing room rental fees.

9.13 Expedited Grievances. A grievance that contests the discharge of an employee shall be presented initially by the Union at Step 3 of the grievance procedure. The Union must file the written grievance within fourteen (14) calendar days of the event giving rise to the grievance.

A grievance that alleges unsafe working conditions implicating safety rules or provisions of this Agreement may be presented initially by the Union at Step 3 of the grievance procedure. The Union must file the written within fourteen (14) calendar days of the event giving rise to the grievance.

A grievance that affects a substantial number or group or class of employees may be presented initially by the Union at Step 3 of the grievance procedure. The Union must file the written grievance within fourteen (14) calendar days of the event giving rise to the grievance. The grievance must identify the employees within the affected group or class.

In the event that Employer has a grievance against the Union, Employer may present such grievance at Step 3 to the Union Representative. The Union shall have five (5) calendar days to answer the Employer's grievance. If no satisfactory settlement of the grievance is reached, within fifteen (15) calendar days after the Union's answer or failure to answer within the

applicable time period, the Employer may submit a demand for arbitration pursuant to the terms specified in Article 9 of this Agreement.

Employer shall not be required or obligated under this Agreement or otherwise to file a grievance or demand arbitration concerning any claim that Employer may have or may assert as an alleged violation of this Agreement against the Union or employees covered by this Union. The Employer shall have the right to sue in any court of competent jurisdiction to enforce this Agreement and seek appropriate remedies at law and in equity.

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 formal discipline will be held in abeyance pending the results of the investigation by the State. However, the employee may be suspended pending conclusion of the State's investigation. This suspension shall be without pay. However, if the employee's conduct is found to not be in violation, any missed, scheduled shifts will be submitted in the following pay period. Should any investigation occur employees may choose to seek Union representation. In the event the employee is found to have violated state or federal law and/or 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 regulations, the Culture of Excellence, or Company policy, 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: Notices 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 purposes of investigating union grievances, 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 communities 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 transfers 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 or acuity 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 full-time or part-time seniority list shall be laid off first and this process will continue up the applicable seniority list (full-time and/or part-time) based upon most recent hire date for current position as governed by this Agreement 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 training, unit, or otherwise 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 and is qualified, 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 and Company policy, 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 at the location of the job opening will be selected.

ARTICLE 14 HOLIDAYS

14.1 The following holidays 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 14.1 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).

14.7 Effective October 1, 2021, Full-time Team Members who have worked for at least six (6) months receive 2 days (16 hours) of paid personal days of their choice each calendar year. Personal days must be taken as a full, 8-hour day and cannot be broken up across multiple days. Personal days not taken by the end of the calendar year are forfeited. The

personal day may not be cashed out in lieu of taking the time, cashed out at the time of termination of employment, or used after giving notice of resignation.

Requests to use a personal day must be submitted to and approved by a manager. Employees will follow the Attendance and Punctuality policy when requesting time off, including submitting the request at least thirty (30) days in advance.

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, child, spouse, spouse's child, step-parent, step-child, grandparent, grandchild, or a sibling. Employees may be asked to submit documentation to substantiate any death used as a basis for Funeral Leave.

A leave of absence of one (1) scheduled work day 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, child, spouse, spouse's child, step-parent, step-child, grandparent, grandchild, or a sibling. Employees may be asked to submit documentation to substantiate any death used as a basis for Funeral Leave.

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 documentation when deemed necessary by the Company. Any absence over three (3) consecutive scheduled shifts may require documentation 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 all 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. The Employer intends to comply with Minnesota's Earned Sick and Safe Time ("ESST") Policy.

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 40 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 forty-five (45) 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 are 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 retirement plan contributions consistent with non-union employees.

18.4 Clothing Appropriations.

- a. The Company will provide at least 5 work shirts for full-time staff and at least 2 work shirts for part-time staff.
- b. The company will provide 4 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 Effective July 1, 2024, all employees will be paid according to the below wage grid in Section 19.2, which is based on employee's total experience in the role, inclusive of all Nursing Assistant related experience prior to current role.

19.2 Wage Scale:

Effective 7/1/2024				
Start through end of 1 year	1 year through end of 4 years	5 years through end of 8 years	9 years through end of 10 years	11+years
\$19.50	\$20.25	\$21.00	\$21.75	\$22.50

Effective 7/1/2025 (3% increase above 7/1/2024 rates)				
Start through end of 1 year	1 year through end of 4 years	5 years through end of 8 years	9 years through end of 10 years	11+years
\$20.09	\$20.86	\$21.63	\$22.40	\$23.18

Wage grid based on total experience as a Nursing Assistant or other relevant experience including, but not limited to, a Home Health Aide. Experience determination is at the discretion of Employer. Team members must provide verifiable evidence of all Nursing Assistant or other relevant employment.

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.

ARTICLE 20 MODIFIED UNION SECURITY

20.1 Employees hired on or before the date this contract is executed by both the Company and the Union, who are then or may thereafter become members of the Unions shall 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, 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, 2026, 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, 2026, 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 shall 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 20.

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 as long as the operations of the community(ies) are not negatively affected as determined by the Employer. 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. Any Union business shall not be conducted in the presence of community residents.

20.9 The Union Steward or union membership elected representative shall be present at all bargaining sessions of the collective bargaining agreement. The Union Steward and/or the elected individual(s) may use vacation time or personal days for this time.

ARTICLE 21 DURATION

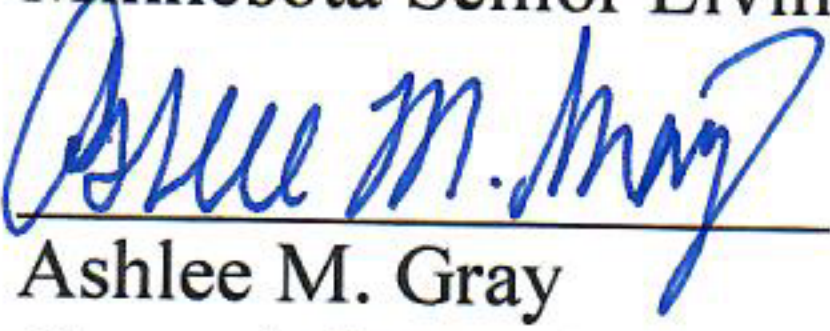
21.1 Except as otherwise provided in writing in this Agreement, the Agreement shall be in full force and effect from July 1st, 2024 through and including June 30th, 2026.

21.2 The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all lawful subjects or matters of collective bargaining and that this Agreement sets out the parties' complete agreement on all subjects on which the parties bargained or could have bargained. For the duration of this Agreement, neither party shall be required to bargain about any other subject or matter. All subjects or matters not included in this Agreement shall be deemed to have been raised and bargained as if covered by this Agreement. All subjects or matters referred to in Article 1 also shall be deemed raised and bargained to conclusion.

[SIGNATURES ON FOLLOWING PAGE]

On Behalf of:

Minnesota Senior Living LLC



Ashlee M. Gray

Dated: 10/23/2024

General Counsel, Transforming Age, sole member of Minnesota Senior Living LLC

On Behalf of:

AFSCME Council 5, Local 1337



Dated: 10/23/2024

Matthew Schirber

Field Representative, AFSCME Council 5

On Behalf of:

AFSCME Council 5, Local 1337