## MEMORANDUM OF AGREEMENT BETWEEN WOODARD SNF OPERATIONS LLC

## AND SEIU 775

It is hereby agreed by and between Woodard SNF Operations LLC (the "Employer") and SEIU 775 (the "Union") as follows:

- 1. Recognition: The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and on-call employees employed in the following classifications of work: primary care nurse (RN/LPN), RAI/QA coordinator, unit service nurse (RN/LPN), case manager, intermittent replacement charge nurse (RN/LPN), graduate nurse, nursing assistant certified, nursing assistant registered, nursing assistant float, physical therapy assistant, physical therapy aide, physical therapy technician, occupational therapy assistant, routine therapy aide, central stores technician, restorative care aide, grounds specialist, utility worker/groundskeeper, environmental services worker, floor care specialist, laundry specialist, cook, diet technician, food service worker, health information services specialist, recreation coordinator, volunteer coordinator and recreation assistant, staffing assistant, dishwasher, maintenance specialist, and unit clerk, excluding all other employees, clerical employees, confidential employees, managers, and guards and supervisors as defined by the Act. (the "Existing Unit")
- 2. Continuity of Collective Bargaining Agreement: The Employer and the Union agree to be bound by all legal obligations and of the applicable terms and conditions of the collective bargaining agreement ("CBA") currently in effect between Providence Mother Joseph Care Center and SEIU 775 for the period October 20, 2022, to September 30, 2025.
- 3. Recognition for New Unit: The Employer also recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part-time physical therapists, occupational therapists, and speech-language pathologists excluding all other employees, clerical employees, confidential employees, managers, and guards and supervisors as defined by the Act (the "Newly Certified Unit").
- 4. **Accretion:** The Employer and the Union agree to bargain in good faith regarding the accretion of the Newly Certified Unit. The Employer and the Union shall make a good faith effort to finalize the accretion of the Newly Certified Unit by April 30, 2025.
- 5. Successor Contract Negotiations: The Employer and Union agree to bargain in good faith for a successor collective bargaining agreement to set forth the terms and conditions of employment for the Existing Unit and the Newly Certified Unit.
- 6. Leave Requests: The Employer will work with the previous operator ("Previous Operator") to honor any vacation/personal leave requests that were approved by the

Previous Operator prior to the transfer, and will honor any existing requests under FMLA, provided the employee provides a copy of the FMLA approval form.

- 7. Wages, Seniority, and Job Security: No Employee shall suffer a reduction to their wage rate or applicable differentials under the Employer. The Employer agrees to recognize employees' prior seniority with the facility and acknowledges that this seniority and service will be recognized to all rights granted under the Collective Bargaining and state and federal law. If a layoff of a unionized employee is necessary, it shall follow the layoff process set forth in the CBA.
- 8. **Effective Date:** This Agreement shall be effective on April 1, 2025, or such later date as Employer assumes operations for the facility that is the subject of the CBA.

Woodard SNF Operations LLC

By: Brandon Nettlekiss

Its: Administratur
Date: 04/01/2025

**SEIU 775** 

By: Vishal REddy

Vishal Reddy

Its: CBER SEIU 775 Date: 4/1/2025