

**Tentative Agreement: Prairie Community Services and UFCW 1189**

**September 16, 2024**

- Replace “facility” with “program” throughout the contract.
- Replace “Home Supervisor” with “Program Supervisor” throughout the contract.
- **NON-DISCRIMINATION STATEMENT:** Replace existing second paragraph with new language:  
**Both the Union and the Employer agree that neither will discriminate against or harass any employee on any legally-recognized protected class, including, but not limited to: veteran status, uniform service member status, race, color, religion, creed, sex (including gender identity), national origin, age, physical or mental disability, sexual orientation, marital status, genetic information, familial status, local human rights commission activities, Union activity or inactivity or any other protected class under federal, state or local law.**
- **Article 4 Wages/Pension**  
Section 4.02, Paragraph B, revise to read:  
If the prospective employee has had prior PCS experience, the supervisor may elect to recognize prior experience at Prairie Community Services, Inc., at a rate of year-for-year up **to ten (10) years** of experience.  
Section 4.02, Paragraph D, revise to read:  
**Effective 10/1/2024**, education credit may be used in conjunction with credit for experience. Employees with **EMT/TMA/NAR/CNA/CMA certification at the Intermediate Care Facility (ICF) program under this contract will receive an additional \$2/hour. 2-year associates or 4-year bachelor’s degree at the Intermediate Care Facility (ICF) program under this contract will receive an additional \$1/hour.**  
  
**Employees with EMT/TMA/NAR/CNA/CMA certification or 4-year bachelor’s degree at Community Residential Settings (CRS) programs under this contract will receive an additional \$1/hour. 2-year associates at Community Residential Settings (CRS) programs under this contract will receive an additional \$.50/hour.**  
  
**All current employees hired prior to 10/1/2024 will be grandfathered in at their current education credit rate.**  
Section 4.05, revise to read:  
**Employees who meet eligibility will receive a five (5) percent pension contribution consistent with St. Francis Health Services of Morris/Prairie Community Services, Inc. Employees’ Retirement Plan.**
- **Article 5 Hours of Work**  
Section 5.02, revise to read:  
The workweek shall be a period commencing at **10:00 p.m.** on Friday evening and running until **10:00 p.m.** on the following Friday ...  
Section 5.03, revise to read:  
The normal workday shall be twenty-four (24) hours commencing at **10:00 p.m.** and ending at **10:00 p.m.** the next day.

Section 5.05 Rest Periods and Meal Times, revise third paragraph to read:

Meals for employees on outings with persons served will be paid for by the Employer. Employees will be reimbursed up to **fifteen dollars (\$15)** for breakfast, lunch **or dinner**, including tip. Meal outings must be approved and planned with supervisor approval. Receipts must accompany all reimbursements. Special occasions that exceed the established amounts must be approved by the supervisor. Snacks are at the discretion of the employee when on outings and will not be paid for by the Employer (i.e., popcorn and pop at the movies). Staff are not to use petty cash from the program to purchase snacks or anything other than the intended event or activity, wherein prior approval has been given.

Section 5.06, revise to read:

Employees shall be compensated at an overtime rate of one and one-half (1 ½) times their average rate of pay for all hours worked in excess of forty (40) hours in a workweek. Vacation (PLT) time and holidays **worked** shall not be counted as hours worked in calculating overtime ...

Section 5.07 Unanticipated Shift Vacancies, revise to read:

... third sentence only ... In the event it is necessary to fill unanticipated shift vacancies in a workweek, or any employee calls in after the schedule is posted requesting time off, must find their own replacement, **unless employee is eligible for and reason relates to their earned sick and safe time per Minnesota's Department of Labor and Industry's Earned Sick and Safe Time (ESST) law.**

Section 5.08, revise to read:

The payroll will be made on a biweekly basis. The payroll cut-off periods will be Friday at 10:00 p.m. Payday will be every-other Friday. Direct deposits may be viewed and printed from the **Human Resources Information System (HRIS)** Employee Self-Service. Pay checks may not be cashed until Friday of pay week. Pay checks will be available on Friday of the pay week. **Employees have access to up to 50% of their earned wages for regular, overtime, and holiday pay by enrolling into the Earned Wage Access (EWA) program.**

Section 5.09, revise to read:

If called into work outside of their regularly scheduled shift **to perform direct care**, an employee shall be given a minimum of three (3) hours work or regular pay in lieu thereof unless voided by the employee.

- Article 6 In-Service Training/Staff Meetings

Section 6.01a, revise first sentence to read:

Exceptions will be granted for employees who are on leaves of absence, vacations, **ESST**, or other documented emergencies ...

- Article 7 Scheduling

Section 7.03 change third sentence to read:

Any employee who calls in after the schedule is posted requesting time off, must find their own replacement, **unless for reasons that fall under ESST** or a documented personal emergency exists.

- Article 9 Holidays/PLT

Section 9.04, third paragraph, replace "consumer" with "**persons served.**"

Personal Leave Time

Paragraph A. Accrual of PLT, revise to read:

**PLT is a benefit that provides paid time away from work for vacation, rest and relaxation, and other time off requests.**

Employees earn and accrue PLT in the following schedule:

Hours	Accrual
0-2000 Hours Worked	<b>0.057 + 0.023 ESST = 0.080</b>
2001-10,000 hours worked	<b>0.077 + 0.023 ESST = 0.100</b>
10,001-20,000 hours worked	<b>0.097 + 0.023 ESST = 0.120</b>
20,001 & above hours worked	<b>0.117 + 0.023 ESST = 0.140</b>

PLT hours shall be considered hours worked. PLT may be accumulated up to **400** hours. Any PLT hours in excess of **400** will be forfeited. ...

Paragraph B Use of PLT., revise to read:

PLT is immediately available for use after **earning**, subject to the provisions of this contract, including those on absenteeism. Employees who are absent from work for any reason are required to use PLT on scheduled workdays when absent from work. All PLT use is subject to the policies of the Employer and provision of this contract ...

Employees may plan time off and receive pay ... Any non-serious medical and dental appointment should be scheduled on non-working hours, **if possible**. ...

New language:

**An employee may donate some of their PLT hours to another employee who is on an approved leave of absence or incurs a life event, and will complete form PCS 2158, Authorization to Transfer Personal Leave Time. The employee donating some of their PLT hours must have 80 or more hours accrued. The employee can donate a minimum of eight (8) hours up to a maximum of fifty (50) hours per recipient, per LOA or life event, which will be subtracted from their balance. Human Resources will notify the recipient the number of PLT hours donated to them; however, the contributor's name will not be divulged. The employee receiving the PLT hours will be paid at their current rate of pay. See CCEP.WCEP.PCS.381 Transferring Personal Leave Time.**

Paragraph D. Separation of Employment, revise to read:

Upon separation of employment, **an employee will be paid for all accrued and unused PLT at the employee's final rate of pay.** ...

Paragraph E. Cash Out Option, revise to read:

Add new language: **PLT does not accrue on cashed out hours.**

New Section 9.05:

**Earned Sick and Safe Time (ESST). ESST hours are split from PLT for better transparency and tracking. ESST is provided to allow an employee time away from work for the reasons listed in the ESST statute, including but not limited to, when an employee is ill or injured, to care for a family member who is sick, or to seek assistance if they are or their family member has experienced domestic abuse.**

**ESST will accrue at the rate of one (1) hour of ESST for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours in a calendar year. An employee begins to earn ESST upon hire. An employee may carry over accrued but unused ESST into the following calendar year; however, the total amount of accrued but unused ESST must not exceed eighty (80) hours at any time.**

If the need for ESST is foreseeable, an employee must give their supervisor at least seven (7) days advance written notice. If the need is not foreseeable, an employee must give their supervisor notice as soon as practicable, usually by calling in before the start of their shift. An employee is not responsible for finding a replacement for an ESST absence.

When an employee uses ESST for more than three (3) consecutive scheduled workdays, the Employer may require documentation that the time is covered by the ESST statute. For ESST, reasonable documentation may include a signed statement by a health care professional indicating the need for use of ESST. However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation for the purposes of this paragraph may include a written statement from the employee indicating that the employee is using or used earned sick and safe time for a qualifying purpose.

ESST will not be cashed out under any circumstances. Upon involuntary or voluntary termination of employment, an employee's accrued unused ESST will be forfeited, and not cashed out.

- Article 10 Leaves of Absence

Medical Leave under Family and Medical Leave Act of 1993

Add new language:

**Minnesota Paid Leave Law (PLL)**

**Effective January 1, 2026, Prairie Community Services reserves the right to deduct 50% of the premium for Minnesota Paid Leave Law through payroll deduction. Personal leave time (PLT) shall be considered as “supplemental benefits” under the Minnesota Paid Leave Law (PLL), Minn. Stat. ch. 268B, and may be used to supplement leave income under the PLL, pursuant to the terms and subject to the conditions of the PLL.**

Section 10.02 Jury Duty

Revise end of paragraph to read ... The employee shall be required to present the jury duty check to the **Program Supervisor**. In no event shall jury allowance **be** made in any ...

- Article 11 Bereavement Leave

Revise first sentence to read:

A leave of up to three (3) scheduled days may be granted to employees in the case of the death of ...

- Article 12 Insurance

Revise Section 12.02 Life Insurance to read:

**Effective January 1, 2025, employees who work an average of sixty (60) or more hours per pay period on a regular basis and have completed the sixty-day (60-day) service requirement are eligible to participate in Prairie Community Services, Inc., group life insurance plan. Enrollment is a on a monthly basis. PCS will pay the full premium of this life insurance plan.**

- Article 13 Discharge

Section 13.02

Shift Vacancies, revise third sentence to read:

Any employee who calls in after the schedule is posted requesting time off, must find their own replacement, **unless for reasons that fall under ESST** or a documented personal emergency exists.

Health Care Provider Documentation, revise first sentence to read:

Employees who inform the supervisor that they will have a note excusing their attendance from work (**i.e., third absence**), will provide the note to their supervisor as soon as possible.

Revise last sentence to read:

Health Care Provider's documentation **not received prior to the next scheduled shift will be counted as an absence as defined above unless for reasons that fall under ESST.**

Employee Misconduct Procedure Policy

Section 13.03, replace current paragraphs a. through i.:

- **Substantiated vulnerable adult violation**
- **Substantiated objectionable behavior violation**
- **Demonstrating insubordination, including but not limited to refusal to do an assigned job**
- **Refusal to render assistance in an imminent danger situation**
- **Insolent response to a work order**
- **Being dishonest, including but not limited to deception, fraud, lying, cheating or theft**
- **Sabotaging the program, grounds or equipment**
- **Falsifying Company records, such as employment applications and timecards, in any way**
- **Engaging in indecent behavior**
- **Possession, being under the influence of or drinking intoxicants on the job**
- **Sleeping while on duty**
- **Concealing defective work**
- **Carrying a weapon on Employer property, including the parking lot**
- **Disclosing confidential records or information (program, employee or person being served)**
- **Engaging in workplace violence such as vulgar or abusive language or conduct towards others**
- **Horseplay**
- **Violation of privacy**
- **Violation of confidentiality**
- **Behaving in a manner that is disrespectful, disruptive, or threatening in words and actions to supervisors, trainers, management of PCS, person(s) we serve and/or consultants**
- **Unauthorized usage of phones and cell phones or other electronic devices**
- **Unauthorized personal visits**
- **Inappropriate usage of internet/computers/electronic devices**
- **Safety violations**

- Article 14 Discipline/Grievance Procedure/Arbitration  
Section 14.01a, change “Program Director” to “**Program Supervisor**”  
Section 14.01b, change “Administrator” to “**Program Administrator**”  
Section 14.01c, change “Administrator” to “**Program Administrator**”
- Article 23 Term of Agreement  
3-year agreement, 2024-2027
- Exhibit B Incentives  
Delete
- Letter of Understanding  
Update Keith Okerlund and Derek Hagen’s LOU; remove Judy Hacking as she retired in 2023.
- New Letter of Understanding  
LETTER OF UNDERSTANDING  
LPN Classification  
The parties recognize that there are currently no Licensed Practical Nurses (LPNs) employed by Prairie Community Services. The parties agree that should the work performed by this classification return to the jurisdiction of Prairie Community Services in the future, UFCW 1189 will be the representative of such employees within this classification as included in the original scope of representation.

4.33% increase to starting wage = plus \$.65 starting  
 4.00% increase to starting wage = plus \$.62 starting  
 4.00% increase to starting wage = plus \$.65 starting

	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Starting	\$15.00	\$15.65	\$16.27	\$16.92
1	\$15.20	\$15.85	\$16.47	\$17.12
2	\$15.40	\$16.05	\$16.67	\$17.32
3	\$15.60	\$16.25	\$16.87	\$17.52
4	\$15.80	\$16.45	\$17.07	\$17.72
5	\$16.00	\$16.65	\$17.27	\$17.92
6	\$16.20	\$16.85	\$17.47	\$18.12
7	\$16.40	\$17.05	\$17.67	\$18.32
8	\$16.60	\$17.25	\$17.87	\$18.52
9	\$16.80	\$17.45	\$18.07	\$18.72
10	\$17.00	\$17.65	\$18.27	\$18.92
11	\$17.20	\$17.85	\$18.47	\$19.12
12	\$17.40	\$18.05	\$18.67	\$19.32
13	\$17.60	\$18.25	\$18.87	\$19.52
14	\$17.80	\$18.45	\$19.07	\$19.72
15	\$18.00	\$18.65	\$19.27	\$19.92
16	\$18.20	\$18.85	\$19.47	\$20.12
17	\$18.40	\$19.05	\$19.67	\$20.32
18	\$18.60	\$19.25	\$19.87	\$20.52
19	\$18.80	\$19.45	\$20.07	\$20.72
20	\$19.00	\$19.65	\$20.27	\$20.92
21	\$19.20	\$19.85	\$20.47	\$21.12
22	\$19.40	\$20.05	\$20.67	\$21.32
23	\$19.60	\$20.25	\$20.87	\$21.52
24	\$19.80	\$20.45	\$21.07	\$21.72
25	\$20.00	\$20.65	\$21.27	\$21.92
26	\$20.20	\$20.85	\$21.47	\$22.12
27	\$20.40	\$21.05	\$21.67	\$22.32
28	\$20.60	\$21.25	\$21.87	\$22.52
29	\$20.80	\$21.45	\$22.07	\$22.72
30	\$21.00	\$21.65	\$22.27	\$22.92
31	\$21.20	\$21.85	\$22.47	\$23.12
32	\$21.40	\$22.05	\$22.67	\$23.32
33	\$21.60	\$22.25	\$22.87	\$23.52
34	\$21.80	\$22.45	\$23.07	\$23.72
35	\$22.00	\$22.65	\$23.27	\$23.92
36	\$22.20	\$22.85	\$23.47	\$24.12
37	\$22.40	\$23.05	\$23.67	\$24.32
38	\$22.60	\$23.25	\$23.87	\$24.52
39	\$22.80	\$23.45	\$24.07	\$24.72
40	\$23.00	\$23.65	\$24.27	\$24.92

Support Night Wage is in accordance with the MN Dept of Labor and Industry's minimum wage rate for large employers.