

**Brookstone Manor, Inc.
d/b/a Brookstone Manor Assisted Living**

Contract

Effective
4/1/2025 – 3/31/2028



United Food and Commercial Workers Union Local 1189

2002 London Rd Ste 211
Duluth MN 55812
Phone: 218-728-5174 or 800-942-3546
Fax: 218-724-5178
Website: www.ufcw1189.org

**Wage re-opener:
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ARTICLE 1 PREAMBLE

This Agreement made, entered into and effective the 1st day of **April, 2025** by and among Brookstone Manor, Inc. ("Employer") DBA Brookstone Manor Assisted Living and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189, chartered by the United Food and Commercial Workers International Union ("Union") sets forth the entire agreement of the parties regarding terms and conditions of employment for the employees in the bargaining unit(s).

ARTICLE 2 RECOGNITION

Section 1:

Employer recognizes the Union as the sole and exclusive collective bargaining representative in respect to rates of pay, hours of employment, and other conditions of employment, within the bargaining units certified by the National Labor Relations Board for Bargaining Unit A in case numbers 18-RC-16361.

Section 2:

Whenever used in this Agreement the term "employee(s)" shall mean all full-time and regular part-time Licensed Practical Nurses, home health aides/nursing assistants, dietary, housekeeping, laundry, and maintenance employees employed by the Employer at its 722 North Pokegama Avenue, Grand Rapids, MN facility, but excluding Registered Nurses, office clerical employees, guards, and supervisors as defined under the National Labor Relations Act.

ARTICLE 3 UNION SECURITY

Section 1:

Employees shall become members of the Union upon completion of their first thirty (30) days of employment.

The Employer agrees to deduct Union dues and initiation fees and/or reinstatement fees and uniform assessments from the wages of the employees in the bargaining unit who provide the Employer with a voluntary written authorization, which shall not be revocable for a period of more than one (1) year or beyond the termination of the date of this Agreement, whichever occurs sooner.

The deduction of the Union dues shall be on a bi-weekly basis and forwarded to the Union office monthly. In the event no wages are due the employee, or if there are insufficient

funds to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted. The Employer and the Union during the interim period of this contract shall by mutual agreement be authorized to alter or amend the functional procedures of this Section only if necessary.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of the provisions of this Article.

Section 2: UNION BULLETIN BOARD

A designated bulletin board shall be placed in the breakroom in Unit A and in the laundry next to the time clock in Unit B and made available to the Union for the posting of Union business notices. All notices posted on the bulletin board shall be initiated either by the Union Representative or a steward. No material shall be posted on the bulletin board which is derogatory to the Employer, its management or facilities; derogatory to individuals either expressly or by implication; or disruptive. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Union Representative or steward if the Employer has removed material.

All other facility bulletin boards are subject to the Employer's bulletin board policy.

Section 3: UNION STEWARDS

The Employer agrees to recognize stewards elected or selected by the Union as provided in this section subject to the following:

The Employer is not required to recognize more than three (3) stewards per Bargaining Unit.

The Union shall notify the Employer in writing of the names of all designated stewards and replacements and the Employer shall not be required to recognize any employee as a steward unless the Union has informed the Employer, in writing, of the name of the designated steward.

Stewards shall not leave their workstations for Union business without prior permission of their designated supervisors and Stewards shall notify their designated supervisors upon return to their workstation. Stewards shall make every reasonable effort to give prior notice to the Employer when it is necessary for the Steward to attend to Union business during working hours, and the nature of such business. Permission to leave a workstation for Union business shall not be unreasonably withheld by the Employer. Resident needs will take priority in all decision regarding permission to leave a workstation.

Permission to leave a workstation for Union business without loss of pay will be limited to grievance and disciplinary meetings with the Employer which are held during the Steward's scheduled work time. The Employer shall consider the schedules of the various participating parties, including the Stewards, when scheduling a grievance and/or disciplinary meeting.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1:

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including but not limited to the rights to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff and recall employees to work; to set the standards of productivity, the products to be produced and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved services, methods, materials, machinery and equipment; to determine the number, location and operation of departments of the Employer; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer. Section 2.

Any term and condition not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

Section 2:

In the event that subcontracting, contracting out, closing down or relocating of the Employer's operations or any part thereof causes a loss of union jobs, the Employer will comply with the requirements of the National Labor Relations Act regarding negotiating the effects of such decision.

Section 3:

The Employer's failure to exercise any right reserved to it in this Agreement, or the Employer's exercise of any such right in a particular way, shall not be considered a waiver of the Employer's right to exercise such right or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 PROBATIONARY PERIOD

All new employees, or those rehired after termination, shall be probationary for the first ninety (90) days of continuous paid service. During the probationary period, the employee may be disciplined or terminated at the sole discretion of the Employer and any such discipline or termination shall not be deemed a breach of this Agreement and shall not be subject to the grievance and arbitration procedures of this Agreement.

If the Employer believes that a probationary employee needs additional time to establish proficiency in his or her position, the Employer may extend the probationary period by 45 days. The Employer will only extend the probationary period when the probationary employee has experienced a medical leave during the probation period, the employee has not obtained necessary certifications, or when it appears that the employee could use more training to show proficiency in the position.

ARTICLE 6 NO STRIKE, NO LOCKOUT

Section 1: EMPLOYER/UNION AGREEMENT

The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strike during the life of the Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this agreement, or by action of an individual employee or individual groups of employees without Union authority shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein.

Section 2: UNION NOTICE REQUIREMENT:

The Union shall give ten (10) days' written notice to the Employer of any strike, slowdown, sit-down or stoppage of work by any employee which has been requested or authorized by the Union. No such job action shall be deemed authorized by the Union unless the Employer is provided such notice.

ARTICLE 7 SCHEDULING AND HOURS OF WORK

Section 1:

The Employer's authority to determine the hours of work and to set work schedules is limited only to the extent stipulated to in this Agreement. The Employer shall designate the work schedule for each employee. Employees may not switch scheduled hours unless approved by the supervisor and may not leave before the end of the employee's scheduled shift unless approved by the supervisor.

The schedule will normally be posted every two weeks on a Thursday. The Employer reserves the right to change the schedule after posting if reasonably necessary to meet resident needs after seeking to fill open shifts through its voluntary scheduling system. With the exception of shifts covered under the Employer's mandation policy, the Employer will give notification of schedule changes to employees twenty-four (24) hours in advance by telephone or email. Employees who are out on scheduled Paid Time Off will not be subject to call-in unless an emergency situation arises as defined below.

The Employer may require employees to come into work on non-scheduled days for emergency situations. Prior to requiring employees to come into work for hours in addition to the scheduled hours, the Employer will attempt to find volunteers to fill the hours needed due to the emergency situation. An emergency situation shall be defined as a period when resident safety is impacted due to a shortage of available employees.

When preparing the two-week schedule, the Employer will use a voluntary system to fill open shifts first. If no employees volunteer to take an open shift, the Employer will use a rotation by position within each department to fill the shifts. If employees are unable to come into work, and **the absence is not completely covered by ESST**, employees must fill the shift themselves by using the Employer's call-in procedure to fill the shift. If, for any reason, a shift is not filled the Employer may mandate employees to remain beyond their scheduled shifts. Mandation will be done on a rotating basis by job classification within a department.

Employees who pick up a weekend shift shall receive an additional two dollars (\$2.00) per hour. **Casual employees must fulfill shift requirements before they are eligible for the weekend shift pick up.**

Section 2:

Employees will generally be scheduled to work eight and one-half (8½) hours in length per shift which includes one-half hour of time for an unpaid or paid meal break depending on the job classification.

Employees are allowed unpaid one-half (1/2) hour lunch break during every shift of six (6) hours or more. The Employer will automatically deduct the one-half (1/2) hour lunch

break from the employee's time unless the employee notifies his or her supervisor via the Employer's reporting system that the employee was unable to take the meal break without jeopardizing the welfare, safety, and needs of residents. Employees are required to obtain authorization from their immediate supervisor or manager prior to working during the scheduled lunch break.

For every seven (7) or more hours worked an employee is entitled to two (2), fifteen (15) minute breaks spaced in cooperation with the supervisor. For every four (4) hours worked an employee is entitled to one, fifteen (15) minute break spaced in cooperation with the supervisor and as required by law.

An employee reporting for work at his or her regularly scheduled starting time, who has not been previously notified not to report for work, shall receive a minimum of one (1) hour work time that day.

An employee called into work outside of the employee's regular schedule, and who agree to work, will be notified of the additional number of hours and will be allowed to work the additional hours as agreed, unless mutually agreed otherwise.

No employee shall be scheduled for shifts of four (4) hours or less, except by mutual agreement of the employee and the Employer.

Section 3:

Hours worked in excess of eight (8) per day or eighty (80) hours in a two (2) week pay period, shall be considered overtime and shall be compensated at the rate of time and one-half (1 ½) the employee's regular rate of pay. Only hours actually worked shall be included in calculating entitlement to overtime pay. Compensated hours include, but are not limited to hours actually worked, training time, travel between Unit A and Unit B, and mandatory meetings (excluding commute time to or from the Unit A or Unit B facilities). Hours not worked, including, but not limited to commute time from home to work at Unit A or B, Paid Time Off and any leave time, shall not be considered in determining an employee's overtime eligibility.

Overtime must be authorized in advance by the Employer before it is worked unless mandation is required pursuant to the Employer's mandation procedure. Employees must seek approval from their supervisor. An employee who works overtime without advance authorization from the Employer may be subject to discipline.

The pay period, for the purpose of determining biweekly overtime pay, shall consist of fourteen (14), consecutive twenty-four (24) hour periods commencing at 12.01 a.m. on Thursday, and continuing through midnight on Thursday.

There shall be no pyramiding of overtime or premium pay. Overtime and premium payments shall not be duplicated for the same hours worked under any provisions of this Agreement and to the extent that hours are compensated for at overtime or premium pay

rates under one provision, they shall not be counted as hours worked in determining overtime or premium pay for the same or any other provision.

Section 4:

Employees are expected to attend designated meetings in order to foster communication about workplace issues. Staff meetings **and department meetings** will be held monthly and are mandatory in attendance unless excused. Excused employees will be required to complete the meeting within two (2) weeks of the excused absence, except those on extended leave or student status, through the Employer's electronic system while on the Employer's site and will receive pay for their time. Employees are responsible for recording their attendance at each meeting. Meetings attended will be compensated with a minimum of one (1) hour of pay.

ARTICLE 8 JOB VACANCIES

Positions that become available within a site shall be posted at least five (5) business days on employee bulletin boards or communicated to each employee by telephone, internal messaging, and/or verbal communication. The Employer may simultaneously during the five (5) business day posting period advertise to hire for the open position outside of the organization. An employee desiring to be considered for the alternative position shall give written notice to the Manager. Transfers shall be based on qualification, knowledge of the job, and seniority. All other factors being equal, seniority shall prevail in making the decision.

ARTICLE 9 HEALTH INSURANCE

Section 1:

The Employer has contracted for a policy of group health insurance coverage for **the term of this Agreement**. The Employer agrees not to change the eligibility requirements, premium amounts, or benefits.

Section 2:

The Employer's obligation under this Article 9 is limited to the payment of the amount of premium specified. The Employer has no liability for the failure or the refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article 9. No dispute arising under or relating to this Article 9 shall be subject to the grievance and arbitration procedures of this Agreement, except an allegation that the Employer has failed to pay the premium required by this Article 9.

ARTICLE 10 SUPPLEMENTAL INSURANCE

All employees holding a position can participate in the purchase of supplemental insurance coverage via payroll deduction as Brookstone is able to obtain from its insurance providers. Examples of possible offerings include but are not limited to: cancer, accident, life, long term care, and short & long term disability. Participation is solely at the employee's expense.

ARTICLE 11 CHRISTMAS FUND

Brookstone will provide a Christmas Fund savings plan to which allows employees to voluntarily participate. Brookstone reserves the right to set the specific procedures that will be used to participate in the savings plan.

ARTICLE 12 RETIREMENT

The Employer will maintain a 401(k) plan throughout the duration of the Agreement.

ARTICLE 13 DISCIPLINE

The Employer shall not discipline or discharge without just cause any employee who has completed the required probationary period. **When an employee is to be disciplined, suspended or discharged the employee shall be talked to in private.**

The Employer shall offer the Employee the right to Union representation prior to a discipline or discharge and during the discipline meeting.

Any discipline including a verbal warning shall be documented in writing with copies furnished to the employee, Union Representative and the employee personnel file.

It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside of the normal progression.

The normal progression shall be as follows:

Verbal warning (documented in writing). The Employer will meet with employee to make certain **they** understand the exact policy or policies and how they were violated and inform the employee that a verbal warning is being issued based on the employee's conduct.

Written Warning. If the employee's behavior does not improve, or an inappropriate behavior occurs, a written warning will be prepared which includes a statement regarding the policy or procedures that was violated. The employee will be informed **that** further violation will lead to additional disciplinary action, including (if appropriate) termination of employment.

Suspension. The employee will be placed on suspension with or without pay. Before returning to work, the employee will need to:

- Develop a plan of action to correct the problem(s) and agree to follow all rules, or
- Resign.

Employees who have been suspended will not be considered for job openings during their plan of action period.

Termination. Termination shall occur when:

- Inappropriate behavior or conduct is serious;
- Previous discipline regarding this issue has been taken and there is no change in the performance or behavior or conduct by the employee; or
- The employee has a record of previous discipline which coupled with the employee's current inappropriate behavior is sufficient to warrant termination.

Optional Probation. In lieu of the termination, the Union agrees that the Employer can choose to place the employee back into a probationary period (no longer than 90 days). During this period, should the employee have any inappropriate conduct or unexcused absence, termination will be immediate. The Employer will inform the Union in writing in the event they chose this option.

By signing the discipline, the Employee is only acknowledging that they received a copy of this notice. The following shall be included on the discipline below the signature line: "My signature only acknowledges receipt of this discipline."

The following non-inclusive list of examples of employee misconduct is not subject to progressive discipline and may warrant more severe disciplinary action, including termination:

1. Dishonesty: Including, but not limited to, theft, fraudulent statements concerning medical records, falsification of timecards, "punching in or out" for another employee, and other dishonest acts.

2. Alcohol/**marijuana**: Use of alcohol **and/or marijuana** during working hours, or abuse that adversely affects employee job performance or threatens the safety of other employees.
3. Drugs: Being under the influence of or in possession of illegal drugs, or the illegal use of drugs, or drug abuse that adversely affects employee job performance or threatens the safety of other employees.
4. Possession of explosives, firearms, fireworks, and/or other weapons or dangerous substances on Employer property, including vehicles.
5. Vandalism to Employer vehicles, property or property of another employee or customer.
6. Use of Employer vehicles or property without consent.
7. Fighting, assault or threatening physical assault on another person.
8. Gross negligence, recklessness, willful misconduct or horseplay resulting in personal injury or property damage.
9. Insubordination: Including the refusal to follow a direct order or instruction, the refusal to perform assigned work, or any kind of conduct that evidences an abuse of authority; such as, profane, threatening, or disrespectful language or actions addressed or directed to supervisory personnel or other representatives of management.
10. Malicious gossip about fellow employees, supervisors, or representatives of management.
11. Absenteeism: Including, but not limited to, tardiness, leaving early, or absence from job post without notice, permission or authorization.
12. Substandard work including incompetency or inefficiency in the performance of duties.
13. Smoking, except in designated smoking areas.
14. Violation of safety rules.
15. Failure of employee to terminate outside employment which interferes with the employee's job performance or conducting any work relating to outside employment during business hours.
16. Conviction of a felony or gross misdemeanor, or of a misdemeanor involving moral character which affects the performance of assigned responsibilities.
17. Sexual, racial, ethnic, age, religious, or other harassment of any company, employee or customer.
18. Unauthorized disclosure of confidential Employer information to competitors or others.
19. Falsification or omission of information on an employment application that is discovered after hire.
20. Theft, defacement, or destruction of property belonging to a resident, visitor, staff person, or the facility.
21. Failure to comply with state and federal regulations, including, but not limited to, the Vulnerable Adult Act.
22. Gambling while on facility property or while on duty.
23. Acceptance of money, gifts of value, or other forms of gratuity from residents or their families.
24. Working unauthorized overtime.

25. Failure to attend mandatory meetings unless excused by management.
26. Verbal or physical mistreatment of a client or visitor.
27. Medication errors.

ARTICLE 14 RESIGNATION

Section 1:

To protect the continuity and quality of care and services, home health aides, cooks, dietary aides, housekeeping, laundry, and maintenance employees shall give the Employer at least two (2) weeks' advance notice of intention to resign. LPN employees shall give the Employer at least thirty (30) days' advance notice of intention to resign. Failure to give such notice and/or work remaining scheduled shifts shall result in forfeiture of accumulated PTO unless an employee is unable to provide notice due to an absence relating to Family Medical Leave Act Leave, workers' compensation injury related leave, or other absence protected by law, regulation, or this Agreement.

Section 2:

All resignations are to be in writing. Written resignations should include the employee's final day of employment and the reason for the resignation. Resignations should be submitted to the employee's Department Manager.

Section 3:

All company property, if any, must be returned to the employee's supervisor by the end of his or her last scheduled shift. The assigned value of properties not returned by the employee's last workday may be deducted from his or her final paycheck.

Section 4:

Resignation of employment revokes seniority status. If an employee is re-hired in the same position within twelve (12) months of resignation, the employee's rate of pay will be the same as it was at the time of resignation.

ARTICLE 15 EMPLOYEE STATUS

Section 1:

Employees will be scheduled at their authorized FTE. Exceptions to this practice are noted in the clause covering reduction in hours/layoff, (Article 17).

Section 2:

"Full time" is defined to mean an employee who is regularly scheduled and actually works a minimum of sixty-four (64) hours per pay period.

Section 3:

A part-time employee is defined to mean an employee who is regularly scheduled and actually works less than sixty-four (64) hours per pay period and more than sixteen (16) hours per pay period.

Section 4:

A casual/on-call employee is defined to mean an employee who is scheduled for sixteen (16) hours or less per pay period. These employees are not covered by the terms of this agreement and have no seniority.

Section 5:

An employee's status (full-time, part-time, or casual/on call) will be evaluated at the end of the first twelve (12) months of employment. Thereafter, the employee's status will be evaluated for the period of time from October 6 in one year through October 5 the following year. An employee's status may change, **by mutual agreement**, to another status if the number of hours worked show that the employee would qualify for a different status. A full-time employee will not be changed to part-time status due to leave under the Family Medical Leave Act. Any change in employee status by reason of the provisions of this Article need not be posted nor will normal posting procedures have application.

ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1:

For purposes of this Agreement, the term "Grievance" means any dispute between the Employer and the Union, or between the Employer and any employee concerning the effect, interpretation, application, claim of breach or violation of this Agreement.

Section 2:

All grievances and disagreements concerning the interpretation or application of any of the provisions of this Agreement shall be handled in accordance with the following procedure:

Step 1) The employee and the Employer shall attempt to resolve the grievance.

Step 2) If the grievance is not resolved in Step 1, within ten (10) days of **Step 1** the grievance **shall be reduced to writing and submitted** to the Executive Director, or the Executive Director's designee. The written grievance must contain the following information: 1) the facts giving rise to the grievance; 2) the section(s) of the Agreement which has/have been violated; and 3) the remedy sought by the employee. Within seven (7) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall **schedule a meeting to** attempt to resolve the grievance. Following the meeting, the Employer will provide the Union with a written response to the grievance, **within 10 days of the Step 2 Meeting.**

If a grievance related to a paycheck discrepancy is not resolved in Step 1, within-thirty (30) days of the date the paycheck is issued the grievance **shall be reduced to writing and submitted** to the Executive Director, or the Executive Director's designee. The written grievance must contain the following information on the grievance: 1) the facts giving rise to the grievance including a description of the discrepancy; 2) the section(s) of the Agreement which has/have been violated; and 3) the remedy sought by the employee. Within seven (7) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall **schedule a meeting to** attempt to resolve the grievance. Following the meeting, the Employer will provide the Union with a written response to the grievance, **within 10 days of the Step 2 Meeting.**

The foregoing time limitations do not constitute a waiver of any right or remedy an Employee has under the law to recover back pay or compensation owed to the Employee.

Step 3) If the grievance is not resolved in Step 2, either party may make a request for mediation of the dispute. A request for mediation shall be in writing and must be received by the other party within ten (10) calendar days following receipt by the Union of the Employer's written reply to the grievance following Step 2. Mediation will only occur if both parties agree to mediate the grievance. The non-requesting party shall have three (3) calendar days from receipt of the request for mediation to accept or reject the request. If one party rejects the request for mediation, the grievance will automatically be moved to Step 4. If the parties agree to mediate, a mediator will be assigned by the Federal Mediation and Conciliation Service. At any time during the mediation process, either party may terminate the mediation process by providing the mediator with written notice of the desire to terminate mediation. The mediator shall immediately notify the other party of the termination of the mediation process. If the mediation process is

terminated before an agreed resolution, the grievance will move automatically to Step 4.

Step 4) If the grievance is not resolved in Step 2, either party may refer the matter to arbitration in lieu of mediation. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following receipt of the Employer's written response in Step 2 unless either party requests mediation as provided in Step 3. If either party requests mediation, the matter will be referred to Step 4 pursuant to the provisions set forth in Step 3.

The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrators shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation & Conciliation Service. The Employer and Union shall each alternately strike one (1) name, and the order of striking shall be determined by chance. The remaining arbitrator, after each party has made three (3) strikes, shall hear and determine the dispute.

The arbitrator shall hear the dispute. Both parties shall be given an opportunity to present witnesses and offer testimony before the arbitrator. The arbitrator shall decide the case upon all the evidence, but the arbitrator's powers are limited as set forth below. The Arbitration Policies and Procedures of the Federal Mediation & Conciliation Service shall apply to the arbitration. The decision of the arbitrator shall be binding on both parties and upon any and all individual grievants, but shall not require of any party any act the Employer, Union, or employee is not required by law or by this Agreement to perform.

The decision of the arbitrator may be appealed by either party to state district court as allowed by law. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 3:

For all purposes under this Article, receipt shall be deemed to have occurred when an overnight mail delivery company documents receipt or, if a document is mailed by United States mail, within three calendar days of the date of mailing. Written notice for purposes of this Article may also be provided by email. If provided by email the written notice must be sent as follows:

To Employer: Brookstone Manor, Inc.
c/o Partners Senior Living Options, LLC
Attn: Paula Rocheleau
146 Prairie View Lane
PO Box 319
Royalton, MN 56373

With a copy to: Brookstone Manor, Inc.
Attn: CEO
722 North Pokegama Avenue
Grand Rapids, MN 55744

To Union: United Food and Commercial Workers Union
Local #1189
2002 London Road, Suite 211
Duluth, MN 55812

Notice sent by email must be sent with a request for a delivery receipt. The date shown on a proof of a delivery receipt to the correct email address shall be deemed to be receipt.

Section 4:

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provision of this Agreement, and the arbitrator shall have no authority to add to, disregard, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue. The arbitrator shall have no power to establish wage scales or change any wage established in this Agreement.

Section 5:

At any step in this grievance procedure the Executive Committee of the Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Committee.

Section 6:

The grievance procedure and arbitration procedure provided herein shall constitute the sole and exclusive remedy to be utilized by the parties for such determination, decision, adjustment or settlement of any and all grievances, except for any grievance or dispute relating to Article 6, whether or not either party to the Agreement considers the same as a material breach of the Agreement or otherwise.

Section 7:

The time limitations set forth herein relating to the time of filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited, and shall not be

submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the parties.

ARTICLE 17 SENIORITY

Section 1: DEFINITIONS

a. Seniority shall be defined as follows:

For purposes of accrual of benefits which use length of service as a qualification, seniority shall be defined as the length of continuous service with the Employer since the employee's most recent date of hire.

For purposes of layoff and recall seniority shall be defined as the length of continuous service with the Employer since the employee's most recent date of hire within the bargaining unit.

For all other purposes, seniority shall be defined as the employee's length of continuous service since the employee's most recent date of hire in the bargaining unit.

b. Date of hire for employees who were employed by the Employer on the date the Employer acquired the facility, which was November 1, 2017, will be defined as the most recent date of hire by any previous owner. If an Employee is employed in more than one classification, the employee's date of hire will be applied to each classification as of the date of hire for that classification.

c. Date of hire in the bargaining unit for employees who were employed by the Employer on the date the Employer acquired the facility, which was November 1, 2017, will be defined as the most recent date of hire in the bargaining unit by any previous owner. If an Employee is employed in more than one classification, the employee's date of hire in the bargaining unit will be applied to each classification as of the date of hire in the bargaining unit for that classification.

Section 2:

Seniority is applicable only as expressly provided in this Agreement.

Section 3:

Seniority will be broken and all employment rights terminated when any of the following conditions occur:

a. The employee voluntarily terminates employment;

- b. The employee is discharged for cause;
- c. The employee fails or refuses to return from a leave of absence at its stated date of expiration;
- d. The employee refuses to return to work from layoff on the date specified or on the date of recall;
- e. The employee is laid off for either three (3) months or the length of the employee's continuous service since most recent date of hire, whichever is lesser;
- f. The employee engages in outside employment or goes into business for himself or herself during an approved leave of absence without prior written authorization from the Employer.
- g. The employee takes a casual/on-call position.

Section 4:

The Employer will advise the Union as soon as possible, in advance of any reductions or layoffs, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any actual or proposed reductions or layoffs, and the need for casual and temporary employees. The Employer shall seek volunteers to accomplish the necessary reduction or layoff. If the Employer determines the need to reduce its workforce by layoff of one or more employees for more than five consecutive regular workdays on which such employees would normally be scheduled to work, the Employer will lay off the junior employee(s) based on seniority by classification within each department of such employees. Employees who are essential to the operation of the business because of special training may be retained. The Employer will determine the timing of layoffs, the number of employees to be laid off, and in which classifications layoffs will be affected.

Main Facility:

Kitchen:

Dietary Aides
Cooks

Laundry/Housekeeping: Laundry/Housekeeping

Nursing:

Home Health Aids
Licensed Practical Nurses

The least senior employee in the affected classification, excluding nursing, may then bump the least senior employee in another classification in which they are qualified. The Employer shall determine whether an employee is qualified for a position based on such employee meeting the minimum qualifications of the job description, having the ability to perform the essential functions of the position, and having the ability to do so independently within a two-week period. The last employee impacted by the bumping process shall be laid off with recall rights.

This process will consist of three (3) bumps.

A uniform reduction of hours by department of no more than five (5) hours per week implemented by the Employer shall not be considered a lay off under this Agreement.

Section 5:

For purposes of recall, an employee shall retain recall rights following layoff for the same period that the employee retains seniority under Section 2(e) of this Article. The Employer will recall employees by classification within a department in reverse order of the original layoff decisions. Failure of any employee to report as directed by the Employer will constitute voluntary resignation. Notice of recall shall be given in writing either personally delivered or sent by mail to the last address which the employee has on file with the Employer. At the Employer's option, notice of recall may be accomplished by telephone.

Section 6:

The Employer agrees to supply the Union with a current seniority list upon request. The list will include the name, job classification, seniority date, and address of each seniority employee. If no exceptions are filed within ten (10) working days after each roster has been furnished to the Union, it will be considered correct.

ARTICLE 18 LEAVES OF ABSENCE

Section 1: LEAVE FOR DEATH IN A FAMILY

Full-time employees may take up to three (3) scheduled work days off with pay in the event of the death of the employee's brother, sister, parent or spouse, grandparent, grandchild, step-parent or any relative residing with the employee at the time of their death. This paid leave will be extended up to five (5) scheduled workdays in the event of the death of a spouse, significant other, child, stepchild or parent. In addition, full-time employees may take up to one (1) scheduled work day with pay in the event of the death of the employee's brother-in-law or sister-in-law. Significant other is defined as anyone residing with the employee in a spousal relationship.

Part-time employees may take up to three (3) consecutive scheduled work days with pay in the event of the death of the employee's brother, sister, parent of spouse, grandparent, grandchild, step-parent, or any relative residing with the employee at the time of death. This paid leave will be extended up to five (5) consecutive scheduled workdays in the event of the death of a spouse, significant other, child, stepchild or parent. In addition, part-time employees may take up to one (1) scheduled work day with pay in the event of the death of the employee's brother-in-law or sister-in-law. Significant other is defined as anyone residing with the employee in a spousal relationship.

Time off must be used within one (1) week of the death, funeral or memorial service and must include the day of the death, funeral or memorial service. In situations where additional obligations regarding the funeral or travel time are involved, the Manager will decide upon the action to be taken on a case-by-case basis including whether the employee can take the time off in non-consecutive days.

For authorization, the employee will notify the Manager at the earliest possible time of the need for leave.

The Manager will be responsible for authorizing leave for a death in the family. Employees' accrued PTO time will not be affected unless additional time off is required.

Section 2: PERSONAL LEAVE

A personal leave of absence without pay is available to employees of up to three (3) months and is granted at the discretion of the Manager and as schedules permits. Accrued paid time off must either be used prior to taking a personal leave of absence or used to pay for benefits during leave and be exhausted during the leave period.

All requests for personal leave of absence must be made in writing and should be submitted to the Manager as far in advance as possible and should include the following information:

- A. Anticipated length of absence
- B. Dates of when the leave will begin and end
- C. Reasons for requesting the leave of absence

Benefit accruals, such as Paid Time Off will be suspended during the leave and will resume upon return to active employment. Holiday pay will not be given for any holidays falling within the unpaid personal leave period.

If an employee desires to return to work before the end of the scheduled leave, notice must be given to the Manager and employees will be placed on the next available schedule in a position with similar duties and pay.

Upon return to work at the end of the leave of absence, the employee will be restored to the job previously held, or to a job with similar duties and rate pay. Notice of intent to

work shall be given to the Manager by the Wednesday prior to the schedule posting in order to receive scheduled hours.

Similar duties and pay does not mean that the employee must be placed on the same daily schedule; however, the employee would be assigned to the same shift as previously held.

Arrangement for continuation of any benefits, i.e. medical insurance, must be arranged with the Manager prior to commencement of the unpaid personal leave. The plan document provisions of each benefit will be followed. The employee will be responsible for the full payment of such benefits.

Section 3: UNION LEAVE

An unpaid leave of absence of up to one (1) year shall be granted to an employee elected or appointed to Union office, on condition that at the expiration of the leave the employee shall be returned to the first available vacancy in the employee's classification.

In addition, an unpaid leave of absence of up to three (3) days per calendar year shall be granted upon request to not more than two (2) employees for the purpose of attending Union meetings as a delegate or for Union training.

Lost time for this leave shall be paid by the Union.

Section 4: OTHER LEAVES WHICH MAY BE AVAILABLE TO EMPLOYEES PURSUANT TO BROOKSTONE POLICIES AND CURRENT LAW

Employees should refer to the Brookstone Handbook to learn about other leave programs for which they may qualify as follows:

- FMLA
- MN Parental Leave
- Jury Duty
- Military Leave
- Leave for Family Member Killed or Injured on Active Military Duty
- Sendoff/Homecoming Ceremony Leave
- School Conference and Activities Leave
- Victims of Heinous Crimes Leave
- Minnesota Sick Family Member of Safety Leave
- Time Off to Vote

Employees should consult the Manager to determine which, if any, leave is appropriate to their situation.

ARTICLE 19 GENERAL PROVISIONS

Section 1:

This Agreement shall represent the complete Agreement between the Union and the Employer.

Section 2:

Notwithstanding any other provision of this Article, in the event that the Employer during the term of this Agreement creates a new classification within the bargaining unit, the Employer agrees to enter into negotiation with the Union solely for the purpose of establishing a wage rate for such classification.

Section 3:

If any provision of this Agreement is found by a court of competent jurisdiction and after the conclusion of all available appeals to be in conflict with any state or federal law, only that provision(s) shall be considered inapplicable, and the remaining provisions of this Agreement shall remain in full force and effect. The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provision(s) found to be invalid. This places no time limitation on the parties during which they may negotiate.

ARTICLE 20 HOLIDAYS

Section 1:

The following days shall be considered holidays:

New Year's Day
Easter
Memorial Day
July 4th
Labor Day
Thanksgiving
Christmas Eve
Christmas Day

Holidays will commence with the night shift on the prior day through the afternoon shift of the holiday with the exception of Christmas Eve Day which includes only the afternoon shift. Each holiday will start on the night shift prior to the actual holiday day. For example, the New Year's Day holiday would begin December 31st at 10:00 PM (or 11:00 PM depending on your site schedule) and end January 1st prior to the start of the night shift.

Section 2:

Employees who are required to work on one of the above-named holidays shall receive pay for work at one and one-half ($1\frac{1}{2} \times$) the employee's regular rate of pay for the first eight (8) hours that the employee works on that specific holiday. Employees will be paid at twice (2x) the regular rate of pay for any hours worked in over eight (8) hours on a holiday.

**ARTICLE 21
CLASSIFICATION AND WAGE SCALES**

Section 1:

The wage and salary schedules set-forth in the Appendix A shall be effective **April 1, 2025**.

**ARTICLE 22
PAID TIME OFF**

Section 1:

Employees are eligible for paid time off (PTO) based on hours worked and years of service. PTO hours may be used as vacation, holidays, illness or any reason an employee does not work their scheduled shift. Employees who are absent for any reason are required to use their PTO. However, if employees replace themselves they do not have to use their PTO. PTO includes holiday hours, vacation hours and sick time. PTO does not accrue until probationary status has been removed.

Full-time and part-time regularly scheduled employees shall be eligible to accrue PTO according to the following schedule:

0-90 days	None earned until after first 90 days
91 days – 1 Year	1 hour for every 26 hours = 10 days
1-2 Years	1 hour for every 22 hours = 12 days
3-5 Years	1 hour for every 16 hours = 16 days
6-9 Years	1 hour for every 13 hours = 20 days
10 Years +	1 hour for every 10 hours = 25 days

PTO Hours are calculated on a per pay period basis and may be used as they are accrued.

Section 2:

Employees may accumulate a maximum of two hundred (200) hours of PTO. Any PTO hours accumulated in excess of 200 hours will be forfeited.

Section 3:

From November 15 to December 15 of each year, employees may make a request for PTO for the following year (the "Yearly PTO Sign-up") by using the Yearly PTO Sign-up system designated by the employer. Employees will be granted PTO for the next year based on the Yearly Vacation Sign-up as follows:

1. PTO will be granted by seniority, by classification, within the department.
2. Employees must have at least one-half of the requested PTO hours available and all of the requested PTO hours expected to be available by the chosen PTO dates before making the request.
3. The PTO meets the other requirements of this Article.

The Employer will post a calendar with those granted PTO pursuant to the Yearly PTO Sign-up by December 31 of each year. Employees who have scheduled PTO time pursuant to the Yearly PTO Sign-up will be guaranteed the time off, provided the Employee has PTO hours available when the PTO is taken.

Employees wanting to schedule vacation from December 15th through January 1 must find their own replacements in order for time off to be granted. Requests are granted on a first come first served basis for requests from December 15th through January 1.

Section 4:

Employees who need to request PTO outside of the yearly PTO sign-up may do so by submitting an electronic request. Employees must have the PTO hours available for the chosen PTO dates before making the request. Employees who make the request by the 15th of the month prior to the month the PTO will be taken will be granted PTO time based on staffing needs and the limitation requirements by classification per department as set forth below in Section 9. Employees who make the request after the 15th of the prior month must locate a replacement without either employee incurring over-time. All such PTO requests are granted on a first come first served basis.

Section 5:

All PTO pay shall be at the employee's straight-time rate of pay.

Section 6:

After exhausting all accumulated PTO, with a minimum of 24 hours' notice, employees may request additional time off as unpaid time off. The employee is responsible to find **their** his/her own eligible replacement for unpaid leave. If no eligible replacement is located, unpaid leave will not be approved, unless otherwise required by law or other

provisions as provided for in this Agreement (i.e. Funeral leave, jury duty, medical leave, etc.) An eligible replacement is defined as a current employee that is trained to perform the duties of the position being replaced and an employee who is not placed into overtime because of the additional hours. PTO will be granted based on staffing needs and the limitation requirements by classification per department as set forth below in Section 9.

Section 7:

Should an employee resign without a prior written notice (2 weeks for HHAs, cooks, dietary, laundry, housekeeping, or maintenance, 30 days for all other staff), and fail to work their remaining scheduled shifts, accrued but unused PTO will not be paid upon termination of employment. Employees that are involuntarily terminated will not be paid accrued but unused PTO.

Employees may request a PTO payout up to forty (40) hours in addition to regular time once per calendar year.

Section 8:

In order to take a regular scheduled weekend off (defined as Friday, Saturday, and Sunday), the employee must take a week of PTO except as follows:

Years of Service:

Weekends Allowed Without Taking Week of PTO:

3 months to 3 years	None
Beginning on year 4 to end of 7 years	1 weekend per year
Beginning on year 8 to end of 11 years in separate quarters.	2 weekends per year but must be taken
Beginning on year 12 and thereafter	3 weekends per year but must be taken in separate quarters.

Section 9:

There is a limit to the number of employees that may take PTO at any given time pursuant to the following schedule:

Bargaining Unit A:

Kitchen:

Aides: 1 employee per shift
Cooks: 1 employee per day

Laundry/Housekeeping: 1 employee per day

HHA: 1 employee per shift

LPN: 1 employee per shift

Bargaining Unit B: 1 employee per day per home
(2 employees per day total but only 1 lead at a time/day)

ARTICLE 23 EARNED SICK AND SAFE TIME (ESST)

The general provisions of the policy are outlined below. Please refer to Policy 3.10 Earned Safe and Sick Time (ESST) 1/16/2024, for specific information.

Employees are entitled to earn sick and safe leave (ESST) at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours per calendar year. At the end of each calendar year, employees who have any accrued, but unused ESST may carry over those hours to the next year up to a cap of eighty (80) hours. Beyond the 80-hour cap, it is a “use it or lose it” policy. These employees begin accruing ESST hours on their first day of employment, regardless of whether they are full-time, part-time, or casual/on-call employees so long as they perform work for a minimum of 80 hours/year.

For all employees, ESST will be tracked on their pay stubs. If an employee holds different positions or work different shifts with different rates of pay, ESST will be paid based upon the rate that the employee would have been paid for the shift or hours that were missed.

If an employee resigns their position and fulfills the requirement of that resignation, any accrued unused ESST and PTO combined may be paid out but shall not exceed the max allowed PTO hours. If an employee resigns without prior written notice (see Article 14, Resignation), or fails to work their remaining scheduled shifts, accrued unused ESST will not be paid out. If an employee is terminated, no ESST or PTO will be paid out.

If an employee is rehired to the same facility within 180 days of separation, they are entitled to have any accrued and unpaid ESST hours reinstated. Any ESST hours paid out upon an employee resigning and fulfilling the requirements of their resignation will not be reinstated.

Casual/on-call/terminated employees are not able to receive a payout of ESST hours upon resignation or termination. If an employee calls in for any of the reasons stated in the ESST policy, ESST will be used to cover the absence. If there is no ESST available, accrued and available PTO will then be used.

An employee who uses ESST hour for purposes other than those authorized under the ESST policy is not protected from absence tracking or disciplinary action.

ARTICLE 24 ATTENDANCE

Employees recognize and understand that they are required to manage their use of PTO so that PTO is available to cover lost time for illness or injury. Employees who have exhausted their PTO bank and whose absences are not otherwise permitted under the Employer's policies governing leaves of absence shall be considered to have incurred an unexcused absence and may be subject to discipline.

ARTICLE 25 DRUG TESTING

The Employer may conduct drug testing of Employees pursuant to the requirements of Minnesota law.

ARTICLE 26 LABOR/MANAGEMENT PARTNERSHIP

26.1 The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance, which is in the interest of the Employees, the bargaining unit, and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a Labor Management meeting. Operational processes or procedures addressed in this collective bargaining agreement may be discussed or modified through the Labor Management Committee.

26.2 The Committee shall consist of representatives of the Employer, members of the bargaining unit (which shall be representatives of the various classifications of the Employer). Bargaining unit members shall be paid for time spent in attendance at designated joint meetings of the Labor Management committee and shall accrue hours for the purposes of contractual benefits.

26.3 The Committee shall meet at least quarterly at agreed upon times, and meetings shall follow an agenda which shall be distributed in advance of each meeting. The Committee will utilize the interest-based problem solving principles and process.

**ARTICLE 27
TERM OF AGREEMENT**

This Agreement shall take effect the **1st day of April 2025** and continue to the **31st day of March 2028**, and thereafter from year to year unless written notice of desire to change, modify or terminate the Agreement is given by either party to the other party ninety (90) days prior to the annual date of expiration.

This Agreement shall be reopened upon request of the Union or Employer for the purpose of negotiating the wage scale effective April 1, 2026 and April 1, 2027, at which time Article 6 will be waived.

BROOKSTONE MANOR, INC.

By: *Paula Rockelean*
Its: *President*

Date: *4/30/25*

**UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1189**

By: *[Signature]*
Its: *Union Representative*

Date: *28 April 2025*

APPENDIX A **ADDENDUM TO ARTICLE 21** **WAGE SCALES**

Activity Assistant/Housekeeping/Laundry/Dietary Aide **Housekeeping/Laundry/Dietary Aide** **Wage Scale**

Beginning	04/01/2025
Start	16.26
Step 1	16.61
Step 2	16.98
Step 3	17.35
Step 4	17.73
Step 5	18.13
Step 6	18.54
Step 7	18.96
Step 8	19.40
Step 9	19.96
Step 10	20.48
\$300 annual bonus for Step 11-14	
Step 15	21.03
\$400 annual bonus for Step 16-19	
Step 20	21.59
\$500 annual bonus following Step 20	

Pay for experience:

1 year go to Step 1
2-3 years go to the Step 2
4-5 years go to the Step 4
6-7 years go to Step 5
8-9 years go to Step 7
10 + years go to Step 9

**Cook
Wage Scale**

**Beginning
4/2/2025**

Start	18.01
Step 1	18.37
Step 2	18.73
Step 3	19.12
Step 4	19.51
Step 5	19.92
Step 6	20.33
Step 7	20.74
Step 8	21.16
Step 9	21.57
Step 10	21.99
\$300 annual bonus for Step 11-14	
Step 15	22.42
Step 15	22.42
\$400 annual bonus for Step 16-19	
\$400 annual bonus for Step 16-19	
Step 20	22.86

\$500 annual bonus following Step 20
\$500 annual bonus following Step 20

Pay for experience:

1 year go to Step 1
2-3 years go to the Step 2
4-5 years go to the Step 4
6-7 years go to Step 5
8-9 years go to Step 7
10 + years go to Step 9

**LPN
Wage Scale**

**Beginning
4/1/2025**

Start	22.46
Step 1	22.97
Step 2	23.46
Step 3	23.97
Step 4	24.49
Step 5	25.09
Step 6	25.56
Step 7	26.12
Step 8	26.59
Step 9	27.28
Step 10	27.87
\$300 annual bonus for Step 11-14	
Step 15	28.49
Step 15	28.49
\$400 annual bonus for Step 16-19	
\$400 annual bonus for Step 16-19	
Step 20	29.12
Step 20	29.12
\$500 annual bonus following Step 20	
\$500 annual bonus following Step 20	

Pay for experience:

1 year go to Step 1
2-3 years go to the Step 2
4-5 years go to the Step 4
6-7 years go to Step 5
8-9 years go to Step 7
10 + years go to Step 9

**Mental Health Assistant
Wage Scale**

**Beginning
4/1/2025**

Start	16.12
Step 1	16.47
Step 2	16.82
Step 3	17.18
Step 4	17.55
Step 5	18.31
Step 6	18.31
Step 7	18.71
Step 8	19.13
Step 9	19.54
Step 10	19.98
\$300 annual bonus for Step 11-14	
\$300 annual bonus for Step 11-14	
Step 15	20.40
\$400 annual bonus for Step 16-19	
Step 20	20.83
Step 20	20.83
\$500 annual bonus following Step 20	
\$500 annual bonus following Step 20	

Pay for experience:

1 year go to Step 1
2-3 years go to the Step 2
4-5 years go to the Step 4
6-7 years go to Step 5
8-9 years go to Step 7
10 + years go to Step 9

\$20.00 on-call pay for LPNs

**Assisted Living HHA
Wage Scale**

**Beginning
4/1/2025**

Start	18.50
Step 1	18.86
Step 2	19.22
Step 3	19.61
Step 4	19.99
Step 5	20.39
Step 6	20.79
Step 7	21.20
Step 8	21.60
Step 9	22.00
Step 10	22.41
\$300 annual bonus for Step 11-14	
Step 15	22.61
\$400 annual bonus for Step 16-19	
Step 20	23.25
\$500 annual bonus following Step 20	

*CNA certification increase wage by \$.50

**Shift Differentials: NOC – \$.50 / Team Lead - \$1.50

Pay for experience:

1 year go to Step 1

2-3 years go to the Step 2

4-5 years go to the Step 4

6-7 years go to Step 5

8-9 years go to Step 7

10 + years go to Step 9

**Assisted Living Maintenance Personnel
Hiring Wage Scale**

**Beginning
4/1/2025**

Start	20.89
Step 1	21.34
Step 2	21.79
Step 3	22.26
Step 4	22.74
Step 5	23.23
Step 6	23.74
Step 7	24.24
Step 8	24.76
Step 9	25.29

Pay for experience:

1 year go to Step 1
2-3 years go to the Step 3
4-5 years go to the Step 4
6-7 years go to Step 5
8-9 years go to Step 8
10 + years go to Step 9

If position requires supervision of staff and/or a boilers license, add \$1.00 to wage

**Letter of Understanding
RECOGNITION**





**The parties agree that Brookstone Manor Specialty Care is no longer in business but
recognized Recognition if operations change.**

Section 1:

Employer recognizes the Union as the sole and exclusive collective bargaining representative in respect to rates of pay, hours of employment, and other conditions of employment, within the bargaining units certified by the National Labor Relations Board for Bargaining Unit B in case number 18-RC-15298.

Section 2:

Whenever used in this Agreement the term "employee(s)" for Bargaining Unit B shall mean all full-time and regular part-time support staff employees, including cooks, employed by the Employer at its 650 and 654 Southeast 13th Street, Grand Rapids, Minnesota facilities, but excluding Registered Nurses, Licensed Practical Nurses, Activities Directors, guards, and supervisors as defined under the National Labor Relations Act.

			
Employer	Date	Union	Date