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## PREAMBLE

This Agreement is entered into between Prairie Community Services, Inc., hereinafter referred to as the "Employer," and United Food and Commercial Workers Union Local 1189, chartered by the United Food and Commercial Workers Union AFL-CIO, hereinafter referred to as "Union."

## NON-DISCRIMINATION STATEMENT

No employee covered by this agreement shall be discriminated against because of membership or non-membership in the Union.

Both the Union and the Employer agree that neither will discriminate against nor harass any employee on the basis of age, race, color, handicap, sex, creed, national origin, ancestry, status with regard to public assistance, religion, sexual orientation, marital status or Union activity or inactivity.

## ARTICLE 1 Recognition

1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees of Prairie Community Services, Inc., at its Fergus Falls, Minnesota, facilities, in the unit composed of all full and part-time employees in the classification of licensed practical nurses and **direct support providers**, excluding office clerical employees, managerial employees, on-call employees, guards and supervisors as defined by the National Labor Relations Act, as amended. Supervisor may be regularly scheduled 8-20 hours a week depending on need and occupancy.

1.02 The Union agrees to hold the Employer harmless regarding any claim or dispute between the Union and an employee over Union dues, fees or assessments, if any. Also, if an employee is discharged for not becoming or remaining a Union member, the Union will hold the Employer harmless from any claim, proceeding or dispute brought against the Employer by the affected employee.

### 1.03 Union Security:

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on or after the thirtieth (30<sup>th</sup>) calendar day, become and remain members in good standing in the Union.

B. 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 year or beyond the termination date of this agreement, whichever occurs sooner.

C. The deduction of the Union dues shall be made by the Employer from the wages of employees each payroll period and transmitted to the Union by the 15<sup>th</sup> of the month following the month the deductions were taken. The first deduction shall be made on the first full pay period

following the first 30 days of employment. 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.

D. The Employer agrees, under the contract requirements of paragraphs A and B to have a new employee complete a union membership card and dues authorization at the time of employment. The Union agrees that should the Employer take an initial deduction prior to the completion of the employee's probationary period, such amount shall be promptly refunded by the Union to the employee.

E. A Union Representative will be allowed to have a fifteen (15)-minute session with newly-hired employees immediately following any company new hire orientation; when this is not possible, the Union Representative will be allowed to schedule a visit when the new hire (or rehire) is on the schedule if they have not met with a Union Representative.

1.04 Active Ballot Club: The Employer will deduct contributions to the UFCW Active Ballot Club from the wage of any employee who voluntarily provides the Employer with a written authorization. The Employer will send all such deductions to the Union in the same manner as Union dues. The Employer is not responsible for the management or administration of the Active Ballot Club or decisions on Active Ballot Club expenditures.

## **ARTICLE 2**

### **Definitions**

2.01 Full-time employees shall be defined as those employees regularly scheduled to work at least seventy-four (74) hours during a two (2)-week pay period.

2.02 Part-time employees shall be defined as those employees regularly scheduled to work less than seventy-four (74) hours during a two (2)-week pay period.

2.03 Casual or "on-call" employees do not accrue bargaining unit seniority but shall be considered for a permanent position before persons not covered under this union contract. Seniority date will be the first day in a permanent position.

## **ARTICLE 3**

### **Probationary Period**

3.01 Upon commencement of employment, employees shall serve a probationary period of four hundred (400) hours. Employees shall have no seniority or bidding rights during the probationary period. Upon completion of the probationary period, an employee will be credited with seniority hours from their starting date. New employees shall participate in the Employer's orientation and training programs.

3.02 An employee may be dismissed with or without cause during the probationary period.

3.03 Upon completion of the probationary period new employees shall receive a copy of this

collective bargaining agreement from the Union. Grievances or concerns of probationary employees are not subject to the collective bargaining agreement but shall be addressed as specified in the Employer's general employment policy.

#### **ARTICLE 4** **Wages/Pension**

4.01 The wage schedule for employees covered by this Agreement shall be set forth as Exhibit A attached hereto and incorporated as part of this Agreement.

4.02 Prior Experience Recognition:

A. If a person has had no experience in the position for which he/she is being considered, there will be no deviation from the pay scale for that job position.

B. 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.

C. If a prospective employee has experience in related field other than with Prairie Community Services, Inc., the supervisor may elect to recognize prior experience year-for-year up to **seven (7)** years at rate of one year for every two years of experience.

D. Education credit may be used in conjunction with credit for experience. **Employees with EMT/TMA/NAR/CNA licensure or four (4)-year bachelor's degree credit will receive an additional \$2/hour.**

4.03 Prairie Community Services, Inc. Employee transferring from non-bargaining unit.

Prairie Community Services, Inc. employees transferring from a non-bargaining unit to the Fergus Falls group homes will receive recognition at a rate of one to one for years of service, for the purposes of wages only. Past experience with Prairie Community Services, Inc. will not be recognized for purposes of seniority.

4.04 The minimum wage in the contract will never be less than twenty-five cents (\$.25) above the state or federal minimum wage, whichever is greater (excluding support night rates).

4.05 Pension. Plan participants who meet eligibility will receive a three (3) percent pension contribution consistent with Prairie Community Services' Benefits Outline. **Effective January 1, 2024, pension contributions will increase to five (5) percent.**

#### **ARTICLE 5** **Hours of Work**

5.01 The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen [14] consecutive days). Employees shall be paid at the rate of one and one-half (1½) times their average rate of pay for all hours worked in excess of forty (40) hours per workweek.

5.02 The workweek shall be a period commencing at 12:00 midnight on Friday evening and running until **12:00 midnight** on the following Friday, unless a special workweek applies pursuant to mutual agreement between the Employer and employee. Such agreements may be changed or revoked at the time of employee yearly evaluation if mutually agreed by both the Employer and employee.

5.03 The normal workday shall be twenty-four (24) hours commencing at 12:00 midnight and ending at **12:00 midnight** the next day.

5.04 Weekend Shifts: The Employer and the Union recognize that a quality of life standard is a prerequisite for quality performance during their hours of work. In recognition of this fact, the Employer agrees that no employee will be required to work more than fifty (50) percent of the weekends. Where compliance with the fifty (50) percent, measured on a monthly basis, would be impossible for the Employer to do, each employee of the Home shall work an equal share of weekend work. Weekends shall be defined as a Saturday and/or Sunday. Individual employees may elect on a volunteer basis to work weekends in excess of the above standards. In the unlikely event a staff member does not work their "equal share" of weekends in one month, they must make it up within the next eight (8) weeks, and their schedules may be adjusted to avoid overtime. Employees shall have six (6) pre-scheduled days of weekend vacation with no "make up" requirement. Employees with a doctor's excuse stating that the employee cannot or could not work shall not be required to make up one (1) scheduled weekend per calendar year.

If an employee has made arrangements to cover their weekend without incurring overtime and has approved the change through their supervisor, that weekend shall not count toward the six (6) pre-scheduled days of weekend vacation.

5.05 Rest Periods and Meal Times: Employees will be provided a fifteen (15)-minute rest period during their first four (4) hours of work. Employees continuing to work past six (6) hours shall be provided another fifteen (15)-minute rest period. No employee shall work more than three (3) hours from the conclusion of their previous break without receiving an additional fifteen (15)-minute rest period. Rest periods are not cumulative. Rest periods will be mutually agreed upon by program staff and the Program Supervisor so as not to interfere with the operation of the program or effect persons served supervision. Employees must be available to the program during rest periods if needed. Rest periods include smoke breaks and shall follow above procedure.

During meal times, staff are considered to be working and will receive compensation for the meal period. Employees must remain available to the program during meal periods. Employees opting to eat while at work may bring a meal to work site or eat a meal provided by the Employer, and are expected to serve as role models for the persons served. Employees are required to eat with persons served if scheduled to work during meal time. The meal will be at no cost to the employee if the employee is scheduled to provide direct care to the persons served during mealtime.

Meals for employees on outings with persons served will be paid for by the Employer. Employees will be reimbursed at ten dollars (\$10.00) for breakfast and lunch and fifteen dollars (\$15.00) for dinner (supper) including tip. Meal outings must be approved and planned with supervisor approval. Receipts must accompany all reimbursements. If outings are not planned, the employee will be responsible for the cost of their own meal. Special occasions that exceed the established amounts must be approved by supervisor. Snacks are at the discretion of the employee when on outings and will not be paid for by the Employer (e.g. popcorn and pop at the movies; Dairy Queen treats etc.) 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.

5.06 Employees shall be compensated at an overtime rate of one and one-half (1½) times their average rate of pay for all hours worked in excess of forty (40) hours in a workweek. Vacation (PLT) time and holidays not worked shall not be counted as hours worked in calculating overtime. Overtime is not permitted unless approved in advance by the supervisor, and available additional hours (before the schedule is posted) shall be offered to the most senior person without triggering unnecessary overtime.

5.07 Unanticipated Shift Vacancies: Employees unable to work scheduled shift must talk directly to a supervisor or on-call supervisor when unable to work their shift. Text messaging is not an acceptable form of notification. 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 a personal emergency exists, (e.g., medical, vehicle or family emergency). If no replacement can be found employees will be called (by either supervisor on duty at the Home or the most senior employee on duty if no supervisor is on duty) in order of seniority in accordance with the provision of this paragraph until a replacement has been found. Employee on duty should inform supervisor or on-call supervisor if they are unable to call down the list. The most senior employee(s) shall be called first without triggering unnecessary overtime. When making calls, the caller should leave a message where voice mail or an answering machine is available and make note that a message was left on the answering machine. The caller is required to make only one call down the list under this paragraph. If no voluntary replacement is found by order of seniority, then the supervisor or on-call supervisor will be called to find a replacement.

5.07b If no voluntary replacement can be found, then the least senior employee(s) on site will be required to stay, without triggering unnecessary overtime. Any employees who may be required under this paragraph must notify the on-call supervisor (or designee) and the on-call supervisor (or designee) must determine if overtime is necessary, and if so, approve any overtime under this section.

5.07c Employees are required to have a telephone where they can be reached. Employees who will have their phone temporarily out of service are required to notify their supervisor or designee, and provide a number where a message can be left.

Employees may elect to remove their name from the call list by signing off the "no call back" form. This will not exempt the employee from mandatory call-in.

Any employee scheduled for PLT, by seniority, shall be given the option of working, when needed, in lieu of taking PLT, provided the employee has provided written notice to their supervisor. Where more than one employee has provided notice, it shall be offered to the most senior employee.

5.08 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 Kronos 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. Early cashing of pay check will result in no longer being able to access pay check until Friday. Salary advances will not be made to anyone.

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

5.10 If an employee is required to attend (and actually attends) an in-service or mandatory meeting outside their regularly scheduled hours of work, such time shall be considered as time worked for the compensation of salary and the employee shall receive a minimum of two (2) hours work or pay.

5.11 Employee evaluations shall be done during the employee's hours of work or in conjunction with other on-site time or as mutually agreed. Employees will be compensated for actual time of evaluation.

Disciplines shall be completed during on-site time or as mutually agreed. Disciplines falling under Article 13.03 will be arranged at supervisor discretion.

## **ARTICLE 6**

### **In-Service Training/Staff Meetings**

6.01 Employees are required to attend and pass training activities as scheduled and required by Employer and by law. Personal appointments shall be scheduled on days which do not conflict with regular scheduled in-services. Employees must contact their supervisor prior to the meeting to approve absence from mandatory in-services. If an employee has two (2) or more unexcused absences in a calendar year, (did not follow the approval procedure), they will be subject to discipline, up to and including discharge.

6.01a Exceptions will be granted for employees who are on leaves of absence, vacations or other documented emergencies. Employees absent from in-service training must complete all in-service make-up work within the timeline indicated on the materials. Employees' schedules will be considered by the supervisor in determining the appropriate timeline. If an employee is unable to complete the material during scheduled shifts, it becomes the employees' responsibility to arrange suitable in-service hours outside their regular scheduled hours. If timelines are not met, an employee's schedule may be changed. These changes may include: removal from scheduled shifts and/or inability to be scheduled additional hours. Licensing regulations and law shall determine requirements and timelines for varied topics.

6.01b Cancellation of in-services will not be compensated for if supervisors provide adequate notification of cancellation. Employees will be compensated for canceled in-service if it cannot be rescheduled within the pay period. 6.01c will not apply. Schedules will not be altered during this time. In adverse weather, employee should contact facility to verify if in-service is still scheduled.

6.01c Notification: The Employer shall post notice of in-service training at least fourteen (14) days in advance, unless an emergency in-service is necessary, in which case the Employer shall attempt to notify the affected employee by phone.

## **ARTICLE 7**

### **Scheduling**

7.01 The Employer shall establish regular work schedules for each employee. These work schedules shall be posted seven (7) days in advance. Exception to the regularly established work schedule may be made by mutual agreement in writing of the employee involved and the supervisor, or the supervisor's designee. Further exception is identified in 5.04.

7.01a Another exception may be made to accommodate staff when an event occurs that results in their inability to perform essential functions of the job. Exception must reflect and be in keeping with restrictions noted.

7.02 Employees with special scheduling requests (other than PLT defined as per Article 9 of the contract) must notify the Employer of such requests, on the appropriate scheduling request form, seven (7) days prior to the posting of the schedule. Simultaneous requests shall be handled on the basis of seniority.

Schedules will be posted on non-pay days and requests for time off shall be made by the pay day Friday before the schedule is posted. Refer to planning calendar posted by your supervisor.

7.03 Employees desiring to exchange shifts must complete the appropriate form, and both parties shall sign the form. The supervisor has the authority to approve and/or deny the proposed exchange, such approval not to be unreasonably withheld. Any employee who calls in after the schedule is posted requesting time off, must find their own replacement, unless a documented personal emergency exists. The replacement must also be approved by the Supervisor, such approval not to be unreasonably withheld. Once an exchange or replacement is approved, that employee becomes responsible to work the exchanged or replacement shift, and failure to work it will be subject to Section 13.02. All oral requests for exchanges must go through the approval procedure, and must be followed up with the appropriate documentation.

7.04 A supervisor may be scheduled from eight (8) to twenty (20) hours per week based on occupancy and persons served needs. Scheduled shifts are not guaranteed. A schedule may be changed after it is posted at the supervisor's discretion, if persons served needs and/or occupancy changes occur during the commencement of that schedule.

## **ARTICLE 8**

### **Transfer to Jobs Outside Bargaining Unit**

8.01 In the event the Employer offers a bargaining unit employee a job outside the bargaining unit, such employee will continue to accrue seniority in the bargaining unit for 240 hours. During this 240 hours, the employee may elect to return to the bargaining unit job previously held. After 240 hours, the employee shall lose all bargaining unit seniority.

### **Transfer to Same Positions within Bargaining Unit**

8.02 In the event the employee is unable to meet the persons served needs within the facility, the supervisor has the discretion to recommend transfer to another facility. This may be a temporary or permanent transfer depending on supervisor discretion.

8.03 Employees will be unable to bid on an open position in another facility if they have received a disciplinary notice within the last three (3) months, as indicated on the disciplinary notice.

8.04 Employees bidding on an open position must meet all the qualifications required for the position. (e.g. medication certification, driver's license, etc.)



## **ARTICLE 9**

### **Holidays/PLT**

#### **Holidays**

9.01 The following days shall be considered holidays:

Easter Day  
Christmas Day  
Memorial Day  
Labor Day  
Thanksgiving  
Christmas Eve  
July 4<sup>th</sup>  
New Year's Day  
New Year's Eve

For the purposes of pay, the foregoing holidays shall commence at 12 a.m. (Midnight) and close at 11:59 p.m. the same day.

9.02 Employees shall be entitled to holiday pay benefits in accordance with this Article.

9.03 Full and part-time employees who are required to work on a recognized holiday shall be paid one and one-half (1 1/2) times their average rate of pay for all hours worked during a recognized holiday.

9.04 **During the month of January when employees may plan days off requests with the vacation planning calendar, in order of seniority; employees are requested to discuss holiday preferences with their supervisor for planning for the year. If an employee desires to work a specific holiday, they must notify the supervisor two (2) weeks prior to the posting of the schedule. Simultaneous requests to work a holiday shall be resolved on the basis of seniority.**

**When an employee has New Year's Day off this year, then next year that employee can be expected to have to work that day; this shall be the practice for all recognized holidays. Alternate the recognized holidays to be worked with the recognized holidays off. The employee may be required to work outside of their regular schedule to work their scheduled holiday. The Employer shall schedule holiday work in inverse order of seniority. First, among the employees who did not work or were not scheduled the holiday the previous year. Second, among the employees who did work or were scheduled the holiday the previous year.**

**In the event that not all scheduled employees are needed for a recognized holiday due to consumer need, time off will be awarded based on seniority. (Based on needs of the home/persons served).**

**Employees may request off a maximum of four (4) recognized holidays per year, based on seniority. Employees are requested to complete the days off requests form for use of PLT for the holiday. Employees shall be allowed to find replacements for themselves on holidays for which they are scheduled.**

## Personal Leave Time

A. Accrual of PLT. An employee begins to earn PLT upon completion of their probationary period. An employee who completes the 400-hour probationary period shall be awarded twenty-six (26) hours of PLT.

Employees earn and accrue PLT in the following schedule:

<u>Hours</u>	
401 - 2,000	.080 hours PLT/hour worked
2,001 - 10,000	.100 hours PLT/hour worked
10,001 - 20,000	.120 hours PLT/hour worked
20,001 & above	.140 hours PLT/hour worked

PLT hours shall be considered hours worked. PLT may be accumulated up to **500** hours. Any PLT in excess of **500** will be forfeited. A former employee whose employment is terminated and is subsequently re-employed by the Employer, assumes the same status as a new employee in regard to PLT allowance.

B. Use of PLT. PLT is immediately available for use after accrual, subject to the provisions of this contract, including those on absenteeism. Employees who are absent from work such as for any reason due to personal illness, illness of their child, vacation, holidays, or personal reasons 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 concerning absenteeism, scheduling and vacation. Notice: As per Section 13.02 of the contract, the employee shall give the Employer adequate notice before calling in sick. Employees calling in sick shall notify their supervisor or the on-call supervisor. Notice: Article 10 for Leaves of Absence.

Employees may plan time off and receive pay from their accrued PLT balance by submitting a vacation request to the supervisor. In the event not all requests for time off may be accommodated, requests shall be granted on a first-come, first-serve basis, except as defined in the following section. Simultaneous requests shall be granted based on seniority. A minimum notice of seven (7) days in advance of the posted schedule for use of scheduled PLT is requested, on the appropriate time-off request form. Any non-serious medical and dental appointment should be scheduled on non-working hours. Injury on the Job: Employees injured on the job shall not be docked for any part of the day in which the injury occurs, providing a call to the Employer is made from the doctor's office, by doctor's personnel, notifying Employer of the extent of the injury. If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an employee for more than the number of hours scheduled.

C. Scheduling PLT (vacation) - Seniority-based procedure: Each year, during the month of January, a vacation planning calendar will be posted to allow people an opportunity to request PLT on a seniority basis. In determining schedules, the wishes of employees will be respected as to the time of taking vacation (PLT), insofar as the needs of service to the facility will permit, it being understood that the rights of senior employees will prevail in the selection of vacation time when agreement cannot be reached among employees.

D. Separation of Employment. Upon separation of employment, provided that PCS is given the required two (2)-week notice, for whatever reason, an employee will be paid for all accrued and unused PLT at the employee's final rate of pay. A former employee whose employment is terminated and who is subsequently re-employed by the Employer assumes the same status as a new employee in regard to PLT accrual. A written resignation stating the termination date and the reason for resignation is to be submitted to the supervisor, allowing a minimum of a working two

weeks' notice. The effective date of notice shall be the date the supervisor has received the written notice of resignation. Employees who fail to give or fulfill the minimum notice will not be eligible for rehire and will not receive compensation for unpaid PLT.

E. Cash out option. Employees are eligible to cash out their accrued and unused PLT. This option must be written on time adjustment card and approved by supervisor.

## **ARTICLE 10**

### **Leaves of Absence**

Medical Leave Under Family and Medical Leave Act of 1993. Prairie Community Services will follow state and federal guidelines in implementing the Family and Medical Leave Act. See Human Resources for current policies on medical, parental and other leave.

10.02 Jury Duty: When an employee receives notice of jury duty, the employee shall notify their supervisor at once. The employee will be given leave for such jury duty and will be made whole for loss of pay, to maximum of twenty (20) work days, during a scheduled work period. The employee will report for work whenever their jury duty does not conflict at a time or times convenient to the employee as agreed to by Employer and the employee providing the employee works enough hours in the pay period(s) such that their jury time and work time equal the number of regularly scheduled hours for the pay period(s). Employees will not be required to perform a combination of jury duty and work at the Home in excess of eight (8) hours per day. In making the employee whole, the employee's wages will be computed as if the employee had worked on the first shift (excluding mileage) at straight-time and be paid in full therefore, minus any amount evidenced by their jury duty check. The employee shall be required to present the jury duty check to the business office. In no event shall jury allowance be made in any one (1) year to an employee for over twenty (20) days of such service. Employees will be eligible upon completion of the probationary period.

10.03 Personal Leave: For employees who are not eligible for FMLA, employees may request, in writing at least one month in advance, to the extent possible, a personal leave of absence by submitting a request in writing to the Employer. Employer is not to unreasonably withhold permission for this leave. Such request may be granted at the discretion of the Employer and shall be unpaid unless PLT applies.

Personal leave may be granted up to one (1) month, and can be renewed, upon mutual agreement up to another one (1) month. No leave of absence shall be granted for gainful employment. This leave shall not be used as an extension for the same illness/issue as was documented on a preceding FMLA.

10.04 Bone Marrow Donation: An employee who averages twenty (20) or more hours of work per week is entitled to a paid leave of absence not to exceed forty (40) work hours, in accordance with the provisions of Minn. Stat. 181.945.

10.05 Uniformed Services Employment and Re-employment Right under 38 U.S.C. 4301 et seq.: The Employer will provide military duty leave as defined by Federal law.

10.06 Leave for Full-time Position in a Labor Organization: In accordance with Minnesota Statute 179.19, an employee who is elected to a full-time position in a labor organization shall be given a leave of absence for the duration of time holding such office, without loss of seniority or entitlement

acquired as a result of employment.

10.07 School Conference and Classroom Activities Leave pursuant to Minn. Stat. 181.9412: The Employer shall grant up to a total of sixteen (16) hours during any twelve (12)-month period to an employee to attend school conferences or classroom activities related to the employee's child, provided the conferences or activities cannot be scheduled during non-work hours. If the employee's child received licensed day care services or attends a pre-kindergarten or special education program, the employee may use the leave time to attend a conference or activity related to the employee's child or to observe and monitor the services or program, provided the conference, activity or observation cannot be scheduled during non-work hours. The employee should provide reasonable notice prior to taking leave. The employee may choose to substitute PLT or else the leave shall be unpaid.

## **ARTICLE 11**

### **Bereavement Leave**

11.01 A leave of up to three (3) scheduled days not to exceed the day after burial may be granted to employees in the case of the death in the employee's immediate family (mother, father, spouse, sister, brother, daughter or son, significant other, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother in-law, sister in-law and grandparent) including step-parents or step-children. Significant other: Anyone with whom the employee resides with or anyone who resides with the employee. The employee must have significant other designated to the Employer. This classification is limited to one individual. If extra time is needed, employee can use PLT time.

## **ARTICLE 12**

### **Insurance**

12.01 Prairie Community Services, Inc. will provide health insurance in compliance with the Affordable Care Act (ACA). See Human Resources for plan options.

12.02 Life Insurance - Effective January 1, 2002 Prairie Community Services, Inc. will provide life insurance for all employees who work an average of thirty-five (35) hours per pay period.

## **ARTICLE 13**

### **Discharge**

13.01 The Employer shall not discharge an employee without just cause. Any employee charged with an offense involving discharge shall be informed of such offense in writing at the time of discharge and a copy thereof mailed to the Union. The Union or the employee so discharged may protest such discharge within seven (7) days excluding weekends and holidays by written notice to the Employer. The Employer has seven (7) days excluding weekends and holidays, to respond to protest in writing. If the employee or the Union is not satisfied with the written answer of the Employer, there shall be a period of seven (7) days, excluding weekends and holidays, to negotiate an agreement. If no agreement is reached the employee or the Union shall submit such dispute to arbitration within seven (7) days thereafter, excluding weekends and holidays. If such objection is not so submitted to arbitration such employee shall be barred from any claims of any kind against the Employer herein. Any employee who has, however, been discharged and which discharge is

later found to be without just cause, if such determination is made as provided herein, shall be reinstated and paid for time lost at the regular straight time rate of pay, less any other compensation or remuneration received.

Prior to discharge the supervisor shall inform the employee of their right to Union Representation. The employee being discharged may contact a Union steward and arrange for their attendance at the meeting.

### 13.02 Absenteeism and Tardiness

#### Policy:

To establish a procedure to consistently track attendance of all employees.

#### Purpose:

Persons served and their families rely on Employer staff to provide quality care twenty-four (24) hours per day, seven (7) days per week. If staff are absent, this places an entire burden on co-workers and persons served care suffers.

#### Definitions:

Absence: Missing a scheduled shift is one incident.

Tardiness: An incident shall be defined as signing in seven (7) minutes or more late.

Tardiness or Absences do not include:

- A. Approved leave of absence
- B. Absences of one or more consecutive days with Health Care Provider documentation
- C. Hospitalization
- D. Jury duty
- E. Court appearances
- F. Documented personal emergency

Adequate notice: As a courtesy to peers and supervisors, it is recommended that an employee who is ill notify a supervisor as soon as possible. Adequate notice is defined as two (2) hours prior to the start of the day shift and two (2) hours prior to the start of the PM shift and five (5) hours prior to the start of the night shift. Notification may be made by another member of the employee's family. Notification must be made by directly speaking to immediate supervisor and/or supervisor on call. Text messaging is not acceptable.

Shift Vacancies: Employees desiring to exchange shifts must complete the appropriate form, and both parties shall sign the form. The supervisor has the authority to approve and/or deny the proposed exchange, such approval not to be unreasonably withheld. Any employee who calls in after the schedule is posted requesting time off, must find their own replacement, unless a documented personal emergency exists. The replacement must also be approved by the Supervisor, such approval not to be unreasonably withheld. Once an exchange or replacement is approved, that employee becomes responsible to work the exchanged or replacement shift, and failure to work it will be subject to the disciplinary steps below. All oral requests for exchanges must go through the approval procedure, and must be followed up with the appropriate documentation.

Health Care Provider Documentation – Employees who inform the supervisor that they will have a note excusing their attendance from work, will provide the note to the supervisor as soon as possible. The note should be presented to the supervisor prior to their next scheduled shift, but not

to exceed seventy-two (72) hours from end of missed shift or by next scheduled shift. Notes may be mailed, faxed, or presented by a friend or family member. Health Care Providers should state that an employee is unable to work and include when they are able to return to work or the next appointment date. Exceptions would be made if a documented personal emergency prevents the employee from meeting the timeline or as approved by Administrator. Health Care Providers documentation received after the seventy-two (72) hours will not be considered and missed shift will be counted as an absence as defined above.

Abandonment of position: Is considered an immediate termination. This means leaving the premises without permission. Failure to report to work without notice on two (2) scheduled shifts in a rolling six (6) months period shall result in immediate discharge.

Procedure: Attendance will be reviewed at the close of each pay period. A Health Care Providers statement does excuse an absence of one or more days.

Corrective action will be taken on the third absence or third incident of tardiness in a rolling period of six (6) months, as set forth under "disciplinary steps." Absences and tardiness will be considered separately for the purpose of the disciplinary steps.

Disciplinary Steps:

- First incident - no action
- Second incident - no action
- Third incident - verbal warning
- Fourth incident - written warning
- Fifth incident – Two (2)-day suspension without pay
- Sixth incident - termination

Corrective action is part of the employee's record. Union will be copied with all corrective action reports. For the purpose of progressive discipline, corrective action can be accumulative for two (2) years from the date of the incident. Nothing in this section is intended to violate any State or Federal law requiring medical or other approved leave of absences.

Employee Misconduct Procedure

Policy:

13.03 The following misconduct shall constitute just cause for discipline, including immediate discharge, outside the progressive discipline policy under 13.02:

- a. Physical or verbal abuse of a persons served, visitor, or employee. "Verbal abuse" shall be defined as conduct directed to a persons served which violates the rights of a persons served under federal, state, or local law or other codes of conduct applicable to employees.
- b. Breach of confidentiality.
- c. Insubordination. Defined as refusal to comply with a reasonable order of a supervisor having the authority to give such an order.
- d. Being upon the premises while under the influence of, or while in possession of, or the use of alcohol or controlled substances.
- e. Malicious destruction of the Employer's, a persons served, or staff member's property.
- f. Falsifying time record information, or making an entry on another employee's time card.
- g. Gross inattention to persons served care.

- h. Failure to report to work on two (2) days in a six (6)-month rolling period without notice.
- i. Substantiated acts of discrimination or harassment against a member of a protected class.

The foregoing shall not restrict the right of Employer to summarily discipline or discharge employees for other forms of serious misconduct.

13.04 Employees electing to resign will give Employer fourteen (14) days' written notice of such intended resignation, and shall continue in Employer's active service during this period, unless mutually agreed otherwise between Employer and the employee, (or a documented personal emergency exists). Employees shall not be permitted to schedule or utilize PLT benefits during the notice period, unless prior written approval is given by Employer.

13.05 Upon an employee's written request, the employee may review their personnel file. Employer shall allow review of the file within seven (7) days of the employee's request, and upon request for copies, they shall be furnished.

13.06 In connection with Employer's investigatory interviews of an employee in which the employee reasonably believes is for the purpose of obtaining facts to support the probability of disciplinary action, an employee shall be entitled to have a representative of the Union present. This section is not subject to the grievances and arbitration provisions of this Agreement.

## **ARTICLE 14**

### **Discipline/Grievance Procedure/Arbitration**

14.01 It shall be the policy to settle all grievances arising from the operation of this Agreement promptly and amicably. For the purpose of this agreement "grievance" is defined as any dispute between Prairie Community Services, Inc. and an employee or employees, concerning the interpretation or application of the terms of this Agreement, which shall be handled in accordance with the following procedure.

14.01a Step 1. The Grievant shall discuss the issue with her/his immediate Program Director within seven (7) working days, excluding weekends and holidays stated in contract, that the employee became aware, or should have been aware, of the event giving cause for the issue. The employee may have a steward present if she/he so desires.

Within seven (7) working days, excluding weekends and holidays stated in contract, of receipt of the issue, the Program Director or designee shall meet with the Grievant and/or Union Representative to discuss the grievance.

The Program Director or designee shall answer the grievance in writing within seven (7) working days, excluding weekends and holidays stated in contract, of such meeting. In the absence of the Program Director, the employee should contact the Program Coordinator.

14.01b Step 2. If the reply to the issue is not satisfactory, the grievance may be appealed, in writing, to the Administrator or designee within seven (7) working days, excluding weekends and holidays stated in contract, of receipt of answer.

14.01c Step 3. Within seven (7) working days, excluding weekends and holidays stated in contract, of receipt of the intent to appeal, the Administrator or designee shall meet with the Grievant and the

Union Representative to try to resolve the grievance. The Administrator or designee shall answer the grievance in writing within seven (7) working days, excluding weekends and holidays stated in contract, of such meeting.

14.01d Step 4. If the grievance is not resolved in Step 3, it may be referred to arbitration by the grieving party. Any demand for arbitration must be in writing, and must be postmarked by the other party within ten (10) calendar days following the written decision in Step 3.

14.01e The Arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and 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.

14.01f The parties may mutually agree to submit a grievance to mediation through the Federal Mediation & Conciliation Services.

14.01g The authority of the Arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the Arbitrator shall have no authority to amend, add to, subtract from or modify in any manner the terms and provisions of this Agreement. The grieved employee or employees may have a steward present at all the above steps. Any of the above time limits may be extended by written mutual agreement; otherwise, such time limits shall be absolute and any grievance or appeal not timely made shall be barred as untimely.

14.01h The fee and cost of the arbitrator, if any, shall be borne equally between the parties.

14.01i At any step in this grievance procedure the Executive Committee of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the Executive Committee such grievances 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.

## **ARTICLE 15**

### **Seniority**

15.01 Seniority shall be based upon the employee's most recent date of employment.

15.02 Seniority shall be separate for each classification (LPN and **Direct support providers**) and for each facility covered by this Agreement except in the case of layoffs, seniority shall be separate for each classification only. In the event that an employee from one facility in the same classification transfers to another covered by the bargaining unit, such seniority hours shall be transferred.

15.03 There shall be a single seniority list for full-time and part-time employees.

15.04 The Employer shall prepare and post an updated seniority list at least annually.

15.05 Any dispute concerning the proper placement of an individual on this seniority list shall be resolved by the grievance procedure. Such disputes must be raised within ten (10) days of the posting of the seniority list, or the list shall be conclusively presumed to be accurate.



15.06 Loss of Seniority:

Seniority shall be lost for the following reasons:

- A. Voluntary quit;
- B. Discharge;
- C. Overstaying an approved leave of absence;
- D. Failure to return to work from layoff;
- E. Reducing oneself to a casual or "on-call" position.
- F. As per Section 16.03 of this contract.

**ARTICLE 16**

**Layoffs**

16.01 When Employer determines that it is necessary to reduce the number of employees, it shall do so by laying off the least senior employee in the classification provided the remaining employees are capable of performing the work. If capable to perform the work, an employee may bump to a comparable position held by a less senior employee. Senior employees may request voluntary layoff. Employer agrees to meet and discuss with the Union the effects of a layoff; but it is agreed that any discussions will not delay the layoff.

16.02 When Employer determines to recall laid off employees, it shall recall them in reverse order of layoff, provided, the employee must be qualified and available to perform the available work.

16.03 Employees on continuous layoff for one (1) year shall forfeit all seniority rights.

16.04 Employees and the Union shall be given a two (2)-week notification of layoff, when possible.

**ARTICLE 17**

**Vacant Positions**

17.01 When a vacancy occurs in a classification covered by this agreement, a notice of such vacancy shall be posted for eight (8) days ending at 4:30 p.m. on the 8<sup>th</sup> day. The posting shall state the requirements of the position. The bidding shall be for the entire position as offered. All bids shall be in writing and submitted to the supervisor listed on the posting.

Part-time employees may bid for open positions, without incurring overtime. Each vacancy position should be acknowledged by a Union steward.

17.02 The vacancy may be filled on a temporary basis during the posting period.

17.03 When qualifications are equal, the vacant position shall be awarded to the candidate with the greatest seniority in the classification. If no employee in-house is qualified, then a new employee may be hired.

17.04 Employees cannot bid for vacant position if they have had disciplinary action within the last three (3) months, as indicated on the disciplinary notice. An exception can be made for an employee who has had a disciplinary action limiting their ability to bid. That employee must submit a request in writing for the exception with reasons why an exception should be considered. This

exception will be denied or applied based on agreement by the Home Supervisor, Program Administrator, and a Union Representative.

17.05 Once an employee bids and is awarded a new position, that employee will not be awarded another position for at least thirty (30) days unless approved by mutual agreement between the Home Supervisor, Program Administrator, and Union Representative.

## **ARTICLE 18**

### **No Strike or Lockout**

18.01 There shall be no strikes including sympathy strikes, picketing, work stoppages, slowdowns or other interference or lockouts of any kind whatsoever during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of this Article.

## **ARTICLE 19**

### **Management Rights**

19.01 Rights not expressly granted to the Union or employees by this Agreement are reserved to the Employer. The management of the Employer and the direction of its working forces are vested exclusively in the Employer, including, but not limited to the right to hire, layoff, promote, demote, transfer, discipline or discharge employees; promulgate rules concerning management of the homes, including but not limited to absenteeism, to determine the hours and daily schedules of employment, to require the observance of Employer rules and regulations, direct the working forces, to determine the materials, means, and the type and level of services provided.

The Employer shall be the judge of all matters pertaining to the conduct of its business and programs, including, but not limited to, the method, manner, means and location of doing business and conducting its programs, the persons served to be served the assignment of work and the extent to which facilities will be used.

## **ARTICLE 20**

### **Severability**

20.01 Severability: If any part of this agreement is held to be in violation of any State, local or Federal Court decision, statute, rules or regulation, that provision(s) held invalid shall have no force and effect, but all other provisions shall continue to be binding on the parties. To the extent the parties agree that such a provision which has been held to be invalidated is susceptible of renegotiation, such renegotiation shall commence within thirty (30) days of the final court, legislative or administrative agency action which renders the provision(s) invalid.

## **ARTICLE 21**

### **Labor-Management Committee**

21.01 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 best interest of the employees, the Union, 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." The parties agree that a committee for this purpose shall be established. The labor/management committee shall not add to or delete from any provision of this contract.

## **ARTICLE 22**

### **Other Conditions**

22.01 Bulletin Board. The Employer will erect and maintain a bulletin board of reasonable size to be placed in such part of the institution as may be mutually agreed upon between the Union and the Employer, which bulletin board shall be for the use of the Union to post any notice of document relating to Union affairs.

Upon reasonable advance notice to the Supervisor of the Home, representatives of the Union shall be admitted to the facilities for the purpose of ascertaining whether or not this agreement is being observed, and for other Union business. Such admission to the Home shall not be disruptive to the operation of the Home or intrusive upon the privacy of persons served.

## **ARTICLE 23**

### **Term of Agreement**

23.01 This Agreement shall be effective upon ratification and shall remain in force and effect through September 30<sup>th</sup>, 2024. Either party desirous of modifying this Agreement may do so upon ninety (90) days written notice to the other party prior to September 30<sup>th</sup>, 2024, or an anniversary date thereafter.

Upon receipt of such notice, both parties shall immediately meet to discuss the written request and to negotiate any change or alterations therein.

## **ARTICLE 24**

### **Reimbursement Contingency**

24.01 The wage and fringe benefit provisions contained in this Agreement shall be and remain effective only so long as state and federal statutes directly affecting the same and rules or interpretations thereof in effect as of the date of this Agreement remain unchanged insofar as said statutes and rules or interpretations thereof affect reimbursement rates determined by the Minnesota Department of Human Services that are allowed and statutes, rules or interpretations thereof, the Union and Employer agree to follow the provisions of Section 8 (d) of the National Labor Relations Act related to reopener and contract modifications.

Dated: 11/10/2021

PRAIRIE COMMUNITY SERVICES, INC.

By: Chad Maya  
Vice President

UNITED FOOD AND COMMERCIAL WORKERS  
UNION LOCAL 1189

By: [Signature]  
Union Representative

### **EXHIBIT A. WAGE SCHEDULE:**

Employees shall receive wage increases annually based on their anniversary date (if applicable).

Differentials: Awake night differential - \$ . \$2/hour  
Weekend differential - \$ \$1/hour

\* Differentials cannot be stacked.

Any Support Night time actually worked shall be documented and paid at the Awake Night rate if over fifteen (15) consecutive minutes.

### **EXHIBIT B. INCENTIVES:**

- Incentives will be awarded for vacant shifts as follows: Shifts greater than four (4) hours = \$ 10; Shifts less than four (4) hours = \$5.

Employees must have prior approval with a supervisor for any changes to the schedule. Employee must complete a time adjustment card denoting the shift change and bonus to be awarded if changes are made after the schedule is posted. Shift bonus incentives are separate from differentials and overtime.

## WAGE SCHEDULE

		plus \$.75 starting	plus \$.10 per year	plus \$.25 starting
	1/1/2021	1/1/2022	1/1/2023	1/1/2024
Starting	\$14.00	\$14.75	\$14.75	\$15.00
1	\$14.10	\$14.85	\$14.95	\$15.20
2	\$14.20	\$14.95	\$15.15	\$15.40
3	\$14.30	\$15.05	\$15.35	\$15.60
4	\$14.40	\$15.15	\$15.55	\$15.80
5	\$14.50	\$15.25	\$15.75	\$16.00
6	\$14.60	\$15.35	\$15.95	\$16.20
7	\$14.70	\$15.45	\$16.15	\$16.40
8	\$14.80	\$15.55	\$16.35	\$16.60
9	\$14.90	\$15.65	\$16.55	\$16.80
10	\$15.00	\$15.75	\$16.75	\$17.00
11	\$15.10	\$15.85	\$16.95	\$17.20
12	\$15.20	\$15.95	\$17.15	\$17.40
13	\$15.30	\$16.05	\$17.35	\$17.60
14	\$15.40	\$16.15	\$17.55	\$17.80
15	\$15.50	\$16.25	\$17.75	\$18.00
16	\$15.60	\$16.35	\$17.95	\$18.20
17	\$15.70	\$16.45	\$18.15	\$18.40
18	\$15.80	\$16.55	\$18.35	\$18.60
19	\$15.90	\$16.65	\$18.55	\$18.80
20	\$16.00	\$16.75	\$18.75	\$19.00
21	\$16.10	\$16.85	\$18.95	\$19.20
22	\$16.20	\$16.95	\$19.15	\$19.40
23	\$16.30	\$17.05	\$19.35	\$19.60
24	\$16.40	\$17.15	\$19.55	\$19.80
25	\$16.50	\$17.25	\$19.75	\$20.00
26	\$16.60	\$17.35	\$19.95	\$20.20
27	\$16.70	\$17.45	\$20.15	\$20.40
28	\$16.80	\$17.55	\$20.35	\$20.60
29	\$16.90	\$17.65	\$20.55	\$20.80
30	\$17.00	\$17.75	\$20.75	\$21.00
31		\$17.85	\$20.95	\$21.20
32		\$17.95	\$21.15	\$21.40
33		\$18.05	\$21.35	\$21.60
34		\$18.15	\$21.55	\$21.80
35		\$18.25	\$21.75	\$22.00
36		\$18.35	\$21.95	\$22.20
37		\$18.45	\$22.15	\$22.40
38		\$18.55	\$22.35	\$22.60
39		\$18.65	\$22.55	\$22.80
40		\$18.75	\$22.75	\$23.00

Support Night Wage will be reflective of Minnesota minimum wage for large employers. Current rate **\$10.08/hour**.

## **LETTER OF UNDERSTANDING**

The following employees have individual signed agreements on file regarding compensation in lieu of Health Insurance reimbursement:

Judy Hacking

Derek Hagen

Keith Okerlund