

Oakland Park Communities

Contract

Effective
01/01/2022 – 12/31/2024



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 & Health Insurance re-opener:

January 1, 2023

January 1, 2024

Other important phone numbers:

Health care/dental (Wilson McShane): 1-800-570-1012

Employee assistance program (T.E.A.M., Inc.): 1-800-634-7710

Know Your Rights

Request that your Union Representative be present!

U.S. Supreme Court ruled in 1975 "Weingarten" that an employee has certain rights when questioned by their employer. The following are rights that were granted under this case. It applies only when your employer is interviewing you for the purposes of determining whether discipline is warranted. It does not apply when the discipline is already decided.

1. You have a right to Union representation, but you must ask for that representation.
2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.
3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.
4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.
5. After you have requested Union representation, the Employer rights are:
 - a. They can grant your request and bring in a Union Representative.
 - b. They can discontinue the interview and proceed with the investigation without your participation.
 - c. The Employer can offer you the choice of proceeding without Union representation.

Remember:

What you say can be used against you. Know your rights!
Demand Union representation when you are facing discipline.

LABOR CONTRACT

Between

Oakland Park Communities

And

United Food & Commercial Workers
Local #1189



Effective January 1, 2022 to December 31, 2024

LPN
Nursing Assistants
Rehab Assistants
Food Service
Housekeeper
Janitor
Laundry Worker
Activity Assistants
Cook

INDEX

		<u>Page</u>
Article 1	Purpose	3
Article 2	Recognition of Exclusive Representation	3
Article 3	Definitions	3
Article 4	Scope of Agreement	5
Article 5	Employer's Rights	5
Article 6	No Strike – Lock Out	5
Article 7	Union Security	5
Article 8	Hours of Work	6
Article 9	Holiday Provisions	9
Article 10	Paid Time Off (PTO)	9
Article 11	Medical Leave of Absence Without Pay	13
Article 12	Introductory Period	13
Article 13	Seniority	13
Article 14	Termination of Employment	14
Article 15	Grievance Procedure	15
Article 16	Insurance	17
Article 17	Pension 401 (K)	17
Article 18	Switching of Shifts	18
Article 19	Miscellaneous	18
Article 20	Basic Schedule and Rate of Pay	20
Article 21	Market Differential	20
Article 22	Infectious Disease	21
Article 23	Term of Agreement	22
	Signatures	22

Article 1 – Purpose

This Agreement is entered into between Oakland Park Communities (Nursing Home) Thief River Falls, Minnesota (hereinafter referred to as the "Employer"), and Local No. 1189, United Food and Commercial Workers Union, Duluth, Minnesota, (hereinafter called the "Union"), pursuant to and in compliance with the National Labor Relations Act (hereinafter called "NLRA") to provide the terms and conditions of employment for the following-described unit during the duration of this Agreement:

All Employees of Oakland Park Communities (Nursing Home), Thief River Falls, Minnesota, excluding registered nurses, supervisory, and confidential employees.

(This unit was originally certified under PELRA)

Article 2 – Recognition of Exclusive Representative

The Employer recognizes the Union as the exclusive representative for the unit. The Union shall have those rights and duties allowed and prescribed by NLRA and provided by this Agreement.

Article 3 – Definitions

- A. Terms and Conditions of Employment: Shall mean the hours of employment and the compensation therefore including fringe benefits.
- B. Union: Local No. 1189, United Food and Commercial Workers Union, Duluth, Minnesota
- C. Employees: A member of the exclusively recognized bargaining unit except those explicitly excluded herein.
- D. Employer Designee: A person or persons appointed by the Employer for the purpose of administration of this Agreement and until further written notice from the Employer, the Employer designee shall be the Administrator of the Oakland Park Communities.
- E. Union Steward: Employee representative(s) designated by the bargaining unit.

The Union shall have the right to appoint a steward(s). In no instance shall the steward(s) be discriminated against for discharging his/her duties, provided such duties do not interfere with the regular performance of his/her work for the Employer or in any way interfere with the operation of the business.

It is agreed and recognized, however, that the Employer shall give reasonable consideration to mutually agreed to and adequate time to allow a steward to perform the functional responsibilities of the appointment. During the orientation process for new bargaining unit Employees, the Union Steward shall have the opportunity to meet with the new Employee(s) for fifteen (15) minutes as scheduled by the Employer.

F. Union Representative: A representative designated by Local No. 1189, to represent the Union in matters within the scope of this Agreement.

G. Full-time Employee: A regular full-time Employee is one who is regularly scheduled to work 64 hours or more in a two-week period. (The change to define Full-Time as sixty-four (64) hours is not intended to reduce the hours of current Employees. The Employer may make changes through attrition.)

H. Part-time Employee: A part-time Employee is one who is regularly scheduled to work less than 64 hours in a two-week pay period.

Any part-time Employee who over a calendar quarter is scheduled and works an average of 64 hours or more in a two-week pay period shall have their status changed to Full - time Employee.

I. Casual Employee: A Casual Employee is one who is not regularly scheduled to work. This status will not be granted in order for Employee to take another job. See Article 13 for seniority information. Casual employees will be utilized only after regularly scheduled employees have been offered open and available shifts prior to incurring overtime. **A Casual Employee must work two (2) weekend (Friday starting at 10pm until Sunday at 10pm) days per pay period. Casual Employees are dues paying Union members as long as they work sixteen (16) hours or more in a two (2) week pay period (if less than sixteen (16) hours, no dues).**

J. Administrator: Shall be the Administrator of the Oakland Park Communities.

K. Bulletin Board: The Employer shall designate an official bulletin board location within the facility of Oakland Park Communities. Space should be made available on the designated bulletin board for posting of Union notices and announcements that pertain to Employees of Oakland Park Communities.

L. Terms not defined in this Agreement shall have those meanings as defined by NLRA.

Article 4 – Scope of Agreement

The Union recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota, rules and regulations of the Department of Human Services and Department of Health and other State agencies, Federal rules and regulations, and are outside the authority of Employer to establish, modify or eliminate.

Article 5 – Employer's Rights

The Employer maintains inherent managerial policy rights in the areas of discretion or policy, functions and programs and the right to operate and manage all human resources, to establish and modify the organizational structure, to select direct and determine the number of personnel, establish and change work schedules and any functions necessary to comply with all laws of the State and Federal Government. Any terms and conditions of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer.

Article 6 – No Strike, No Lockout

Neither the Employer or Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow down, mass absenteeism, willful absence from one's position, the stoppage of work or the absenteeism in whole or in part of the flow, faithful and proper performance of the duties of employment for the purpose of inducing the purpose of employment.

Article 7 – 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 execution of this Agreement shall, on or after the thirty-first (31st) day following the execution of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its date of execution shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

- B. Authorization: The Employer shall deduct from the wages of Employees each payroll period the Union dues and initiation fees which are submitted by written notice by the Employee. The Employer shall remit such amounts and transmit to the Union by the 15th of the month following the month deductions were taken.

- C. The Employer shall include with each month remission of Union dues a list of all new Employees hired within the Bargaining Unit covered by this agreement since the date of the prior remittance.
- D. The Union agrees to fairly represent all Employees of the Bargaining Unit regardless of Union membership or non-membership or other factor.
- E. The Union agrees to indemnify and hold the Employer harmless from any and all action, suits, claims, damages, judgments or any other form of liability liquidated or un-liquidated which any person may have or claim to have now or in the future arising out of or by reason of any action taken or not taken by the Employer pursuant to this Article.
- F. After the conclusion of the Employer's scheduled general orientation program for new hires, a representative of UFCW will be allowed up to 15 minutes to meet with the new bargaining unit member.
- G. The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of each employee who voluntarily provides the Employer with a written authorization to do so. Deductions will be taken each pay period in the amount designated by the employee and remitted to the Union along with Union dues. The Employer is not responsible for the management or administration of the Active Ballot Club or decisions on Active Ballot Club expenditures. The Union shall indemnify and hold the Employer harmless from any and all arising from the deduction and remission of contributions.

Article 8 – Hours of Work

- A. The normal hours of work shall be 80 hours in a 14-day period. The base pay rate or premium pay rate shall not be paid more than once for the same hours of work under any provision of this Agreement, nor there any pyramiding of compensation.
- B. The shift schedule for Employees shall be determined by the Employer. Full-time Employees shall have a block schedule, unless mutually agreed upon.
- C. Except in the case of an emergency or by mutual agreement of the Employer, and the Employee, no Employee shall work a split shift.
- D. A time break for lunch will be allowed if an Employee is working six (6) hours or more on a shift. All Employees who are scheduled six (6) hours or more will be allowed one-half hour for lunch without pay. For each Employee who works an eight-hour (8) shift, two 15-minute breaks will be allowed. For each Employee who works a four-hour (4) continuous shift, one 15-minute break will be allowed.

- E. Paid Time Off (PTO) and Extended Disability Plan (EDP) are not included when calculating overtime in a two-week period. At the end of the holiday pay period, a maximum of eight (8) hours of holiday premium pay shall be used in the calculation of overtime.
- F. Work schedules for a two-week period will be posted up to fourteen (14) days in advance of the effective date of the work schedule, but no less than seven (7). Only in an emergency situation, work schedules may be posted at least five (5) days prior to the effective date of the work schedule. There will be no changes in the work schedule once the schedule is posted, unless mutually agreed upon by the Employee and Employer.
- G. The Employer will require in-service training as determined by State and Federal regulations and in the sole discretion of the Employer. The Employer will provide in-service training to the Employee; however such in-service training must be completed by the Employee within the times required by the Employer. Employees attending in-service training on days off shall be compensated at their regular rate of pay for the actual hours in attendance at in-service training programs, not less than one (1) hour of pay unless voided by Employee. If an Employee attends a scheduled in-service, the in-service will be paid at overtime if it exceeds eight (8) hours in twenty-four (24) hours or eighty (80) hours in a fourteen (14) day period. (If an Employee doesn't attend a scheduled in-service, the make-up in-service will not be paid at overtime (1½ times the normal rate of pay). No mandatory meetings or in-services will be scheduled on Union meeting days.
- H. Employees will be paid for work only if listed on a posted schedule or if called in on an emergency basis and if called in on an emergency basis, the Employee will be paid a minimum of four (4) hours of pay unless voided by Employee.
- I. Effective January 1, 2019, premium pay for working relief shift shall be \$.75 per hour and premium pay for working the night shift shall be \$1.00 per hour. In order to determine what constitutes the beginning of the relief shift and night shift the following shall be used:

If hours for any one shift fall after **2 PM**, those hours shall be considered for the calculation of premium pay for relief shift. If hours for any one shift fall after **10 PM**, those hours shall be considered for the calculation of premium pay for night shift. Shifts with hours in a relief or night shift period, shall receive relief or night shift premium pay respective of those hours worked.
- J. All work performed in excess of eight (8) hours in any 24 hour period shall be paid at one and one-half (1½) times the regular rate of pay, unless seven and one half (7.5) hours have lapsed since last scheduled shift. All worked performed in excess of eighty (80) hours in a 14-day pay period shall be paid at one and one-half (1½) times the regular rate of pay. Employee must have written prior approval from supervisor for overtime.

If the Employee initiates a trade or requests a quick change, resulting in less than seven and one half (7.5) hours between shifts, then overtime would not apply. If an Employee is scheduled a quick change or is called-in for a shift with less than seven and one half (7.5) hours between shifts, then overtime would apply.

- K. Employees will be scheduled off every other weekend unless mutually agreed upon in writing. In order for employees to have time off on their usual weekend to work, the following procedure will be in place.

1. The employee will make every attempt to switch weekends with a co-worker or to give their weekend shifts away to a co-worker. Overtime will not be allowed in this process.
2. In the event other employee is unable to find a co-worker to make a trade or take a give-away, then the request for a usual weekend of work off may be submitted to their department head.
3. Any request made to a department head for time off over a usual weekend to work must span no less than five (5) consecutive days, in order to be considered.
4. Each department shall keep a listing of employees for each weekend. A rotation of employees then goes into effect, to fill-in to work either an extra Saturday or an extra Sunday for the purpose of covering the PTO request.
5. The Employee required to work their weekend off shall be given the choice of working the Saturday or Sunday involved, or both, depending on the number of replacement staff available.
6. Employees who are scheduled an extra Saturday or Sunday will be scheduled an extra day off during the week in the same period. They may request a preference.
7. The rotation for fill-ins will be done as evenly as possible for all employees.
8. For pre-scheduled extra shifts, Article XIX, Section F does not apply.
9. If an Employee volunteers for extra weekend shift(s), that would be considered filling the obligation for #4.

- L. Employees asked to come in on their scheduled day off shall receive the following for premium pay:

Weekdays (Monday day shift through Friday day shift): Ten dollars (\$10.00) for up to four (4) hours. Twenty dollars (\$20.00) for more than four (4) hours

Weekends (Friday evening shift through Sunday night shift): Twenty-Five dollars (\$25.00) for up to a four (4) hour shift. Fifty dollars (\$50.00) for more than four (4) hours. **Employees working on the weekends will receive one dollar (\$1.00) per hour to their base wage for all hours worked.**

M. If an Employee volunteers to work outside of their classification they shall receive the rate of pay for the work done. However, if Management asks, or the Employee is required to stay and work outside of their classification, the Employee shall receive the higher rate of pay.

Article 9 – Holiday Provisions

A. The following days shall be designated as holidays paid at **two (2) times** the regular rate of pay for all such hours worked:

New Year's Day	Christmas Day
Memorial Day	Easter Sunday
Fourth of July	Thanksgiving Day
Labor Day	

If Employees are not scheduled, they shall receive no pay, unless PTO time is used.

B. For purposes of this article, the holiday will begin with the night shift on the eve of the holiday and end with the p.m. shift on the holiday and holiday pay shall be paid only for the hours worked within that time period. In order to determine what constitutes the beginning of the PM shift on the eve, the following shall be used:

If hours for any one shift fall after **2 PM** on the eve, those hours worked shall be considered to be PM hours for the calculation of Holiday pay.

C. An Employee who calls in one (1) day prior or one (1) day after a scheduled holiday will not receive holiday pay for the scheduled and worked holiday.

D. Each department will maintain and utilize a holiday rotation schedule for all employees who work the holidays. If there are open positions, the employer may ask for volunteers to fill the open holiday shifts. If an employee volunteers to work their holiday "off" they will still be required to work their regularly scheduled holiday.

- Weekdays: Holiday rotation will supersede the regular schedule
- Weekend Holidays: If a holiday falls on your scheduled weekend, you will work the holiday, regardless of the holiday rotation
- If the employee calls in on a holiday, this will not count as a holiday worked and the employee will be scheduled to work the next holiday
- If an employee trades a holiday, this will count as a holiday worked for the employee who was scheduled to work the holiday

Article 10 – Paid Time Off (PTO)

All **Full-time** and **Part-time** Employees shall be entitled to PTO, based on the anniversary date of their employment in each year in accordance with the following provisions.

It is the policy of Oakland Park Communities to provide Employees necessary paid time off from work. This policy is implemented by the means of the Paid Time Off (PTO) plan. Leaves such as jury duty and military leave are not included under the PTO plan. PTO can be utilized for any purpose, subject only to advance approval or other procedures consistent with policy or contractual terms.

PTO accrual is available to all Employees.

Accrual Amounts

The following rates of accrual for PTO will be in effect. These amounts are based on 2080 annual hours with the actual accrual prorated based on the amount of hours of each Employee.

PTO Accrual Schedule for Employees hired before 3/1/2006

<i>Years of Employment</i>	<i>PTO Accrual (Hours/Year)</i>	<i>Accrual Rates</i>
1 – 5	168	.081
5 – 10	192	.093
10 – 15	200	.096
15 – 20	216	.104
20 and over	240	.115

PTO Accrual Schedule for Employees hired after 3/1/2006

<i>Years of Employment</i>	<i>PTO Accrual (Hours/Year)</i>
0 - 2	120
2 - 5	140
5 – 8	150
8 – 12	170
12 - 15	180
15 - 20	190
2 and over	200

Using Your PTO

- A. Employees may accrue but cannot use PTO until they have been employed three (3) months.
- B. PTO hours shall be used as hours worked for PTO computation and for calculating hours towards Health Insurance eligibility.
- C. The Employees may accumulate up to a maximum of **two (2) times their annual accrual rate of PTO. PTO will be earned for those hours that are worked and paid.**
- D. Employees having access to PTO and receiving Worker's Compensation may use accrued PTO hours to return to 100% of their net salary.

- E. Accrued extended disability plan days may be used prior to beginning an unpaid leave of absence for medical reasons.
- F. An Employee taking an unpaid leave for medical reasons may retain any available hours of PTO for use after returning from the leave of absence.
- G. An employee who is taking an unpaid leave of absence for other than medical reasons must use all accrued PTO hours before beginning the unpaid leave.
- H. PTO hours shall not count toward the calculation of overtime. At the end of a holiday pay period, a maximum of eight (8) hours of holiday premium pay shall be used in the calculation of overtime.
- I. No employee shall request more than three (3) weeks of continuous PTO unless extenuating circumstances exist.

Paid Time Off and Extended Disability Plan

PTO

An Employee who wants to use their accrued PTO is responsible to submit a PTO Request Form to his/her Department Supervisor.

The Department Supervisor will determine priority preferences based on seniority, seven (7) or more consecutive days of PTO time overriding single day or short periods of time and the Employee with the most seniority granted first priority as determined by the Employer.

Requests for PTO will be answered by the Department Supervisor as follows:

If a PTO request is received nine (9) or more weeks prior to the PTO dates requested, the request will be answered, and a copy given to the Employee at least four (4) pay periods in advance of the PTO dates requested.

If a PTO request is received less than nine (9) weeks prior to the PTO dates requested, the request will be answered within seventy two (72) business office hours from time of receipt.

In the event of extenuating circumstances, the Employee may meet with the Employer to discuss the possibility of earlier response to a PTO request, if it is felt that a two-month period is not sufficient enough to make arrangements. This situation will be dealt with on an individual basis.

If an Employee wishes, they may cancel any PTO request, as long as they notify the Employer of this change before the PTO Request Form is answered by the Employer or upon mutual agreement of both parties.

Unless Employer can demonstrate it is not possible, a minimum of one (1) Employee per classification shall be granted PTO by seniority.

Along with the flexibility of this plan comes the responsibility. All requests for PTO need to be initiated by the Employee.

A. Termination. Employees terminating their employment shall be paid for earned and accrued PTO.

B. Calling in Sick. To call in sick, an Employee must notify the department head or supervisor no less than two (2) hours prior to day shift; and four (4) hours prior to relief shift; and four (4) hours prior to night shift to the Employee's absence. No Employee may call-in more than six (6) hours prior to any shift.

Employees who are required to stay due to call-ins shall be notified at least 1 hour prior to the start of the next shift and given sufficient time to make necessary phone calls.

C. Physician Certification. The Employer may require a physician's certificate. However, in case of suspected abuse of sick leave, the administrator shall notify the Employee in writing of sick leave abuse. Thereafter, the Administrator may demand a physician's certificate for each absence. Certificates shall be furnished without expense to the Employer.

D. Worker's Compensation. The following provisions shall apply with respect to Worker's Compensation injuries:

If any Employee of the Employer shall receive a compensable injury and have access to accrued benefits under the PTO/EDP plan, the Employer shall pay the Employee the difference between the compensation received by the Employee and the Employee's regular pay, the same to be deducted from accrued PTO/EDP benefits. The Employer will provide for the payments described in this section during the periods of disability. It is understood that the additional payments made to the Employee over and above that paid by Worker's Compensation shall not exceed the amount of credits, which an Employee is entitled to from such accrued PTO/EDP benefits. It is further understood that in the event compensation payments are subsequently received for any period of time during which accrued PTO/EDP benefits have also been paid, so as to result in the Employee receiving excess payment, the Employer shall be privileged to deduct such excess from future due the Employee.

E. Parenting Leave. Parenting leave may be granted as unpaid leave of absence to an Employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child, provided such Employee is caring for the child on a full-time basis and provided the Employee complies with the following procedure.

An Employee making application for Parenting Leave shall inform the Employer in writing of his/her intention to take the leave at least three (3) months before commencement of the leave and the leave cannot exceed six (6) months in length from the date of birth of the child or from the date the child proposed for adoption is placed in custody of the Employee-parent designate. The application must state the length of leave requested.

If the reason for the Parenting Leave is occasioned by pregnancy, an Employee may utilize accrued PTO and EDP leave pursuant to provisions of

this Agreement during the period of physical disability. An Employee shall not be eligible to use EDP leave during a period of time covered by the Parenting Leave. A pregnant Employee will also provide at the time of leave application a statement from the physician indicating the date of expected delivery.

Continued access to EDP will be determined by the length of time specified by physician in writing. If leave extends beyond period of physical disability then PTO hours may be used.

In making a determination concerning the commencement and duration of a Parenting Leave, the Employer shall not be required to:

1. Grant leave more than six (6) months in duration;
2. Permit Employee to return to employment prior to date designated unless mutually agreed upon.

Failure of an Employee to return pursuant to the date determined under this section shall constitute grounds for termination of employment unless there is an emergency.

Article 11 – Medical Leave of Absence Without Pay

All medical leaves of absence will meet FMLA requirement guidelines.

Article 12 – Introductory Period

The first three (3) months worked, from date of hire for all Employees shall be an introductory period during which time an Employee may be discharged at any time with or without cause.

If an employee changes from a non-licensed position to a licensed position within the facility, they are subject to a trial period of 520 hours from the date the change takes place. This applies to any position change to a licensed position no matter which department the employee was previously working in. During the trial period, the employer has the discretion to return the employee to their previous position due to performance issues in the licensed position.

Article 13 – Seniority

The date of hire of the most recent continuous service shall be used to determine seniority for either reduction in hours, layoff, recall, extra work, or bidding on open position, as long as such employee possesses the necessary qualifications.

Continuous service shall be defined as service with Oakland Park Communities, or its predecessor, that has not been interrupted for periods in excess of 30 days.

Seniority listing of all Employees shall be posted in conspicuous place and kept current every six (6) months.

If any Employee challenges his/her placement on the seniority list, the Employee must notify the Administrator in writing within 30 days after the posting of the

seniority list. Failure to challenge the seniority list within 30 days after its posting shall result in the list becoming final.

In the case of a reduction of force, or the elimination of a position, the Administrator shall make the determination as to whether or not an Employee possesses the necessary qualifications to maintain his/her position.

If any vacancy or newly created position shall occur in the bargaining unit, such vacancy shall be posted on the bulletin board for five (5) calendar days and a copy given to the Union Steward. Any Employee may apply in writing for such vacancy during such five-day period. The Employer, during such five-day period, may assign any Employee to such vacancy temporarily. The most qualified person making application shall be assigned to fill the vacancy or new position. Where qualifications are equal, seniority shall prevail. The Employer shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure; provided, however, the decision of the Employer shall be final and binding unless clearly arbitrary.

An Employee on casual status, who does not **fulfill their obligation in Article 3, Section I**, will be asked, in writing, if they would like to continue or terminate employment.

Once an Employee is granted a new position, and completes currently posted schedule(s), that Employee cannot be required to work in their previous position unless the Employee agrees to do so.

In case of transfer from one classification to another, the Employee's rate of pay in the new position shall be according to the Employee's date of hire.

Article 14 – Termination of Employment

- A. No non-probationary Employee shall be discharged or suspended except for just cause. An Employee charged with an offense involving discharge shall be informed of such offense, in writing, at the time of discharge and copy thereof mailed to the Union. The Union or the Employee so discharged may protest such discharge within (10) working days of the time of discharge by invoking the regular grievance procedure.
If such objection is not submitted to the grievance procedure within ten (10) working days, such Employee and the Union shall be barred from any claims of any kind.
- B. The Employer may reprimand an Employee either orally or in writing. If there is a written reprimand, a copy must be furnished to the Employee and Union Steward. A written reprimand shall be placed in the Employee's file and shall remain in the file but shall not be a basis for further disciplinary action after 24 months from the date of the written reprimand.
- C. Employees covered by this Agreement electing to resign or quit their employment will give the Employer two (2) weeks written notice of termination.

If two (2) weeks' notice is not given, the Employee will lose up to two (2) weeks of PTO. If the employee does not work their scheduled shifts, the employee will lose PTO equal to the amount of hours they don't work during the two (2) weeks.

- D. If an Employee fails to report for work as scheduled or to furnish the Employer with a justifiable excuse within 24 hours thereof, such failure to report shall be conclusively presumed to be a resignation from the service of the Employer and termination of such Employee's seniority and employment; provided, however, that if such Employee can thereafter furnish the Employer with reasonable proof that such Employee could not report to work or could not notify the Employer of his/her absence because of illness, an unforeseen emergency or other justifiable reason, then such Employee shall be reinstated without any break in his/her service record.

Article 15 – Grievance Procedure

- A. A grievance shall be defined as a dispute between an Employee and the Employer concerning the application or interpretation of a specific provision of this Agreement.
- B. All grievances which may arise by virtue of this Agreement shall be adjusted in the following manner:
 - a. Step 1: The Employee and/or Union Steward shall attempt to adjust the grievance with the Employer Designee. No grievance shall be considered by the Employer after ten (10) working days of its alleged occurrence.
 - b. Step 2: If such grievance cannot be resolved in Step 1, the Employee shall reduce the grievance to writing on a form to be supplied by the Employer. The written grievance shall be submitted to the Employer Designee at the Administrator's Office at Oakland Park Communities within 15 working days after the occurrence of the grievance. The Union Representative and Employer Designee within ten (10) working days from the date of the written grievance shall meet and attempt to resolve the grievance. The Employer shall answer such grievance in writing within five (5) working days after the meeting between the Union Representative and the Employer. If no such meeting occurs or if the answer is not made, the grievance shall be considered denied and the Employee may proceed to Step 3.

Failure to give such notice of any grievance shall constitute a permanent waiver and bar of the grievance and the Employee and the Union shall be forever foreclosed from raising any complaint or grievance in regard thereto.

- c. Step 3: If the grievance is not resolved in Step 2, the Union or the Employer may refer the matter to arbitration.

Any demand for arbitration shall be in writing and must be received by the other party within ten (10) working days following the receipt of the answer of the Employer to the grievance, or the date such answer is due.

- C. 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 arbitrator shall be selected from a list of five (5) neutral arbitrators to be submitted to the parties by the Director of Federal Mediation and Conciliation Services. The parties shall alternately strike names from the list of five (5) until one (1) name remains, and he shall be designated the neutral arbitrator. The order of striking shall be determined by chance.

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 add to, subtract from or modify in any manner the terms and provisions of this Agreement.

- D. The award of the arbitrator shall be confined to the issues raised in this written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be binding on both parties.
- E. The award of the arbitrator shall be made within 30 calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.
- F. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Employee shall elect to treat the grievance as denied and may appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union representatives involved in each step. The term "days" shall be defined as "working days" for the purposes of this Article and shall include Monday through Friday, excluding holidays.
- G. At any step in this grievance procedure the Executive Board 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 Board, 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 terms of the satisfaction of the Union Executive Board.

Article 16 – Insurance

- A. All Employers who are or become signatory or bound by this Agreement agree to be bound by the Agreements and Declaration of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.
- B. Effective January 1, 2019 the Employees will be required to pay forty dollars (\$40.00) per month toward the cost of their health insurance plan, Plan A, (Pre-Tax) based on the previous months hours. The Employer agrees to pay the remainder of the cost of health insurance for the term of the contract. **Beginning January 1, 2022 employees may voluntarily elect to waive coverage. Once coverage is waived, employees will only be eligible for insurance if there is a qualifying event per the Plan Agreement.**

The Employer agrees to pay the contribution rate to the Health and Welfare Fund for each Employee working sixty (60) hours per pay period or more based on the previous month's hours worked, and who is on the payroll on the first day of any month, in accordance with the following rules:

New Full-Time Employees hired shall have contributions made on their behalf by their Employer commencing on the first of the month following 30 days from their date of Full-Time employment. The Employee shall be eligible for benefits on the first of the month following the receipt of the contribution.

Contributions are due in the Fund office no later than the fifteenth (15th) of each month.

- C. If the Board of Trustees determines that there are any new additional increases in the cost to the Health Fund, the Employer shall be required to pay the additional cost.

Article 17 – Pension 401 (K)

Effective September 1, 2007 the Employer will offer a 401 (K) matching plan to all eligible Employees.

All time worked with the current Employer and /or predecessor Employer shall be counted when determining vesting under the current owners 401 (K) Plan.

Current Employees with more than three (3) years will have immediate vesting and other Employees will be given credit for their time in service.

Eligibility Requirements:

Minimum Age to Participate: 21 years
Minimum Contribution: 1% of earnings

Employer & Employee Deposits:

Minimum Service Period before Employer Match: 1 year
Minimum Employer Match: 1% of earnings
Maximum Employer Match: 5% of earnings

Voluntary deposits made to the plan by the Employee are also tax- deferred and owned by the participant. Allowable to the maximum limit.

You are 100% vested in Employee deposits.

<u>Years of Service</u>	<u>Vesting</u>
Less than 3	0%
3 or more	100%

Normal Retirement Age: Age 65

Article 18 – Switching of Shifts

In the sole discretion of the Employer, an employee may request to change shifts once a schedule has been posted. The employee requesting a change of shift within the schedule, and the employee who is replacing the requesting employee shall both provide a written request for such change, and it must be approved in writing, by the Department Head or the Administrator. No change of shifts shall be made under this provision unless the request has been received, in writing, twenty-four (24) hours prior to the start of the shift, and written approval given by the Employer.

Part-Time Employees who give a day away may have the option of taking the time off without pay or using PTO.

Article 19 – Miscellaneous

- A. Pay Period. The pay period shall be every 14 days. Employees must participate in Direct Deposit of their paycheck.

When a payday falls on a holiday, the payday shall be the day prior. Management will notify the Employees if the payday will be January 2 at least two (2) weeks prior.

- B. Bereavement Leave. An Employee may use up to three (3) days PTO in the event of a death in the immediate family of the Employee. Immediate family shall be defined as spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-

brother, step-sister, step-parents, current step-children, and any relative residing with the employee or with whom the employee resides, great-grandparents, grandparents, spouses' grandparents, grandchild, or miscarriage after twelve (12) weeks of pregnancy providing there is a funeral or private service. Employees may receive one (1) day of PTO in the event of a death of an aunt or uncle. Some circumstances may require the use of switching shifts to enable Employee to attend service. In the event of the death of a spouse or child, one (1) additional day of PTO may be taken.

- C. An Employee who has been employed by Oakland Park Communities at least 20 hours per week or more during the past 12 months shall be eligible to use up to 16 unpaid scheduled hours per year to attend school conferences or classroom activities if these events cannot be scheduled outside of normal working hours.
- D. Jury Duty. An Employee in the unit who is called for jury duty shall be compensated for the difference between the Employee's regular salary and the pay received for jury duty, excluding mileage paid for jury duty. Absence from work for jury duty is allowed only during those hours that the tribunal actually required the Employee's presence. Employees excused by the tribunal for the balance of the day shall return to work and finish the remainder of the day's work.
- E. Labor Management Meetings. A labor management committee, consisting of the Union Representative and the Union Steward may meet with the Employer Designee if requested by the Union or the Employer Designee. Such meeting shall be for the purposes to meet and confer regarding issues of mutual interests to the parties but shall in no case negotiate issues, which are subject to normal negotiation process. The Employer shall not be required to conduct such meetings more than two (2) times per year unless agreed by the Employer.

Whenever possible, the Employer will grant time off for Employees to participate in Union affairs, provided such time off will not interfere with the operation of the business.

- F. When an Employee works an extra shift, the employer shall not change the Employee's work schedule, unless Employee and Employer mutually agree upon a change.
- G. Previous Experience Pay.

The Employer will recognize previous experience upon successful completion of Employee's introductory period. Employees will be credited with up to ½ of their previous experience up to a maximum of **five (5)** years on the wage scale. Employee must provide proof of previous experience. Employees will progress to the next step on each anniversary date of hire.

New employees hired after January 2, 2019 shall receive the maximum three (3) years.

Article 20 – Basic Schedule and Rate of Pay

The wages and salaries reflected on Schedule A, attached hereto, shall be effective **April 1, 2022, January 1, 2023 and January 1, 2024 through December 31, 2024.**

Effective April 1, 2022:

Certified Nursing Assistants/Certified Nursing Helper/Cooks

	Start	6 month	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	10 Year	15 Year
Current	\$ 15.60	\$ 16.10	\$ 16.60	\$ 16.85	\$ 17.10	\$ 17.35	\$ 17.60	\$ 18.10	\$ 18.60		
4/1/2022	\$ 17.60	\$ 18.10	\$ 18.60	\$ 18.85	\$ 19.10	\$ 19.35	\$ 19.60	\$ 20.10	\$ 20.60	\$ 21.60	\$ 22.60

Food Service/Housekeeping/Laundry/Activity Aide/Non-certified Nursig Helper

	Start	6 month	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	10 Year	15 year
Current	\$ 13.85	\$ 14.35	\$ 14.40	\$ 15.10	\$ 15.35	\$ 15.60	\$ 15.85	\$ 16.35	\$ 16.85		
4/1/2022	\$ 15.60	\$ 16.10	\$ 16.15	\$ 16.85	\$ 17.10	\$ 17.35	\$ 17.60	\$ 18.10	\$ 18.60	\$ 19.60	\$ 20.60

Trained Medication Aide

	Start	6 month	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	10 Year	15 Year
Current	\$ 16.60	\$ 17.10	\$ 17.60	\$ 17.85	\$ 18.10	\$ 18.35	\$ 18.60	\$ 19.10	\$ 19.60		
4/1/2022	\$ 18.60	\$ 19.10	\$ 19.60	\$ 19.85	\$ 20.10	\$ 20.35	\$ 20.60	\$ 21.10	\$ 21.60	\$ 22.60	\$ 22.30

Liscensed Practical Nurse

	Start	6 month	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	10 Year	15 Year
Current	\$ 19.60	\$ 20.10	\$ 20.60	\$ 20.85	\$ 21.10	\$ 21.35	\$ 21.60	\$ 22.10	\$ 22.60		
4/1/2022	\$ 21.60	\$ 22.10	\$ 22.60	\$ 22.85	\$ 23.10	\$ 23.35	\$ 23.60	\$ 24.10	\$ 24.60	\$ 25.60	\$ 26.60

Article 21 – Market Differential

If the Employer determines that the market for a specific job title has increased significantly, or the Employer experiences an inability to recruit or retain for a specific job title, the means by which the Employer can compensate new hires in a manner over and above the negotiated wage scales is by implementing a market differential as outlined below. This differential is not intended as a limitation on the Employer's ability to offer relocation plans and other limited programs to ensure the ability to attract new employees.

- The differential will be given to all in the job title and new hires within the job title.
- The differential will be a flat rate paid on hours paid.
- The differential will not be part of base salary.
- Annual increases are calculated on base salary only.
- The differential if reduced or eliminated, shall be reduced or eliminated only for new hires.
- Per the FLSA, this premium shall be appropriate for the purposes of overtime calculation.

Article 22 – Infectious Disease

A. The Employer and the Union recognize the importance of maintaining and protecting the health of employees within the facility and throughout the community. The Employer shall maintain an infectious disease program and policies in compliance with the state and/or federal regulation and with consideration of the Centers for Disease Control (CDC) guidelines. Policies and procedures related to the infectious diseases shall be readily accessible to all Employees.

B. Health Program:

- 1. The Employer will offer and provide, without cost to all Employees, any vaccines that are deemed a condition of employment.**
- 2. Any provided vaccinations may be accepted or declined by the Employee.**
- 3. In the event testing is recommended by the Minnesota Department of Health for infection control, the Employer agrees to provide testing to all Employees at no cost to the Employee on paid time.**

C. Personal Protection Equipment:

The Employer will provide adequate and appropriate personal protective equipment and appropriate training on its use. It is the responsibility of the Employee to properly utilize the appropriate equipment once trained.

D. New Immunizations:

Whenever new immunizations become recommended to the Employee, the Union and the Employer will negotiate the proposed implementation process. If unable to reach an agreement the grievance process will be utilized to resolve the disagreement. Such negotiations will include the feasibility of implementation and the information necessary for the Employee to make an informed decision to accept or decline the new immunization. Employees have the right to know the side effects and potential reassignment from the Employees current work setting.

E. Exposure to Infectious Agent and Disease(s):

In the event of a known or suspected exposure to an epidemiologically significant communicable disease, whether at or away from work, the Employee is responsible to report the incident to the Employer. The Employer will follow the applicable policies and procedures for post exposure to the infectious agent.

F. Compensation:

- 1. Work-Related Exposure: The Employee will be compensated for time away from work for the period of communicability and illness. Such compensation shall not result in the loss of accrued PTO. This time will be considered as credited hours for the benefit purposes, including seniority.**

Article 23 – Term of Agreement

This Agreement shall take effect upon signature of this Agreement and the term shall be **January 1st, 2022** through **December 31st, 2024**. This Agreement shall continue in full force and effect 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 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 and health insurance effective January 1, 2023 and January 1, 2024, at which time the no strike, no lockout provision will be waived.

Signatures

**Oakland Park Communities
Thief River Falls, MN**

By Morgan Hviding, LNAHA
Owner administrator

Date 2/15/2022

**United Food & Commercial
Workers Union, Local 1189
Duluth, MN**

By Lonky Selene
Union Representative

Date 1-24-2022