

**AGREEMENT**

**Between**

**ROCK COUNTY OPPORTUNITIES, INC.**

**And**

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL # 1161**

contract period  
10/1/17 through 9/30/20

**AGREEMENT**

PREAMBLE

THIS AGREEMENT is made and entered into by and between Rock County Opportunities, Inc. hereafter referred to as the Employer, and Local 1161 of the United Food and Commercial Workers Union, hereafter referred to as the Union. It shall apply to the Employer's facilities located in Rock County, Minnesota.

ARTICLE 1 - UNION RECOGNITION

1. The Employer recognizes the Union as the exclusive collective-bargaining representative of the employees comprising the unit as certified in Case 18-RC-17406, dated December 7, 2005.

2. Rock County Opportunities agrees that no agreements, written or oral, shall be made with any employee or prospective employees individually or collectively which shall be in conflict with any of the provisions of this agreement.

3. A duly authorized representative of the Union shall be permitted to visit Rock County Opportunities' premises for the purpose of representing the members, resolving and/or investigating filed grievances, after first receiving permission from Rock County Opportunities' manager on duty, Rock County Opportunities shall not unreasonably withhold permission. Any conversations with employees shall take place in areas and at times as directed by Rock County Opportunities' manager.

4. Rock County Opportunities shall endeavor in good faith to provide the Union and employees with at least 60 days advance written notice of any sale or closing of the facilities.

5. The undersigned parties agree the Company has the right to terminate an employee within the first sixty (60) days of employment for any reason. The Company may elect to extend this period (for performance reasons only) to ninety (90) days upon notification of the Union.

The Union does reserve the right to contact the Company's Executive Director or designate to follow the grievance process after thirty (30) days.

ARTICLE 2 - PURPOSE OF AGREEMENT

It is understood by both parties that they have a mutual interest and obligation in maintaining friendly cooperation and harmonious relations between the Employer and the Union which will permit safe, economical and efficient operation of Rock County Opportunities.

ARTICLE 3 - UNION SECURITY - DUES DEDUCTION

All employees covered by this agreement shall be required to pay all lawful dues, fees and assessments required by the union, as a condition of retaining their job. The obligation to pay these amounts shall begin no later than 30 days from the effective date of this agreement or the commencement of employment, whichever is later.

All dues, fees and assessments will be deducted from employee paychecks once per month and forwarded to the Union by the 15th of the following month, provided the employee has given Rock County Opportunities a signed payroll deduction authorization form.

#### ARTICLE 4 - MANAGEMENT RIGHTS

The management of Rock County Opportunities' facilities and the direction of its employees, including the right to establish new jobs, eliminate or change existing jobs, increase or decrease the number of jobs, hire, terminate for cause, promote, layoff and recall employees, and change operating policies and procedures (i.e., employee handbooks, client procedure manuals, etc.) shall be exclusively vested in Rock County Opportunities.

The Employer shall have the right to establish, maintain and enforce reasonable rules and policies regarding employee performance and conduct to assure orderly operations, it being understood and agreed that such rules and policies shall not be inconsistent or in conflict with the provisions of this Agreement.

It is agreed that except as specifically and expressly modified by this agreement, all of the rights, powers, and authority the Employer had prior to the execution of this Agreement are retained by the Employer and remain the exclusive right of Rock County Opportunities management, without limitation.

#### ARTICLE 5 - NO DISCRIMINATION

Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of race, creed, color, age, gender, national origin, religious beliefs, Union activity or affiliation, or any other status or characteristic protected by law. Where possible, the Employer shall attempt to accommodate the needs of disabled workers.

Any employee who believes he or she has been treated in a manner inconsistent with the provisions of this Article shall immediately bring the matter to the attention of the Executive Director, and the Employer shall investigate the matter thoroughly.

Use of terms designating gender in this contract, such as she, he, her, his, etc., are for purposes of brevity only, and are meant to encompass both genders.

#### ARTICLE 6 - SENIORITY

1. In the event of a layoff, laid-off employees will remain on layoff status for up to ninety (90) working days. If no work is available after the ninety (90) working day layoff period, the individual will be terminated, losing his/her seniority. An employee will also lose seniority if:

- a) Discharged for just cause
- b) Voluntarily leaving the Employer's service
- c) Failing to report within forty-eight (48) hours following recall from a layoff

2. Rock County Opportunities shall post all open bargaining unit positions for five (5)

business days, and employees may apply per Rock County Opportunities procedures. All prospective candidates, whether internal or external, will be screened based on their qualifications and experience. In the event two internal candidates are equally qualified, seniority will be the deciding factor in the selection. Rock County Opportunities may concurrently recruit externally.

#### ARTICLE 7 - DISCIPLINE AND DISCHARGE

The Employer agrees that it will not discharge or suspend employees arbitrarily or without just cause. Any employee who is discharged or suspended may initiate a grievance within five (5) working days of the occurrence and have it processed under the terms of Article 8 of this Agreement.

An employee may be placed on an unpaid investigatory suspension pending the Employer's investigation of possible violations of the Vulnerable Adult Act or other legislation relating to the treatment of the Employer's clients. If the investigation relates to a report under the Vulnerable Adult Act, the Employer will have full discretion to either suspend the employee or allow the employee to work under supervision.

#### ARTICLE 8 - GRIEVANCES

Should a grievance arise between the Employer and the union, or between the Employer and an employee, pertaining to this agreement or to the employment relationship, the following procedures shall apply:

1. The aggrieved party, with or without steward involvement, shall within five (5) working days of the incident giving rise to the grievance, or knowledge thereof, discuss the matter with the immediate supervisor. If the grievance is against the immediate supervisor, the next level of supervision will meet with the employee. If the matter is not resolved,

2. A Union representative (such as business representative or other Union officer) may request a meeting with the Executive Director, provided such request is received by the Executive Director within five (5) working days of the meeting and discussion in step 1. The Union representative and the Executive Director shall meet as soon as mutually convenient and shall endeavor to resolve the matter.

3. If the matter remains unresolved in spite of the efforts of the Union representative and the Executive Director, the matter may be submitted to arbitration according to the following procedure:

The party seeking arbitration shall, within fifteen (15) working days of the meeting in step 2:

-notify the other party in writing of its intention to pursue arbitration, and,

-request, in writing - with a copy to the other party, that the Federal Mediation and Conciliation Service send a list of seven names to both parties, from which an arbitrator will be selected. The arbitrator shall be selected by the method of alternate striking, with the grieving party striking first. The last remaining name shall be selected as arbitrator.

The authority of the arbitrator shall be limited to the express terms of this agreement, and the arbitrator's decision shall be final and binding upon the parties. The fees and expenses of the arbitrator shall be borne equally by the Employer and union.

No employee shall leave the job for the purpose of involvement with any grievance without permission from her supervisor, and such permission shall not be unreasonably withheld.

All time requirements in this Article must be met for the grievance to move to the next step, or the grievance will be considered untimely and null and void.

In recognition of this arbitration provision, the Union agrees there shall be no strike or work stoppage of any kind during the term of this agreement, and Rock County Opportunities agrees there shall be no lock-out of any kind (excluding full or partial closings of Rock County Opportunities) during the term of this agreement.

#### ARTICLE 9 - LEAVES OF ABSENCE

1. Jury Duty: If an employee is called for Jury Duty, Rock County Opportunities agrees to pay the difference between an employee's regular daily pay and jury duty pay, up to a maximum of ten (10) days per year.

2. Funeral Leave: Rock County Opportunities agrees to pay up to three (3) days of paid leave to an employee who has a death in the immediate family, defined as spouse, child, parent, grandparent, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandchild of the employee. Up to one (1) day of paid leave will be paid to an employee who has a death of a niece, nephew, aunt or uncle. The paid leave shall be in the amount of the employee's regular daily pay.

Union Leave: Rock County Opportunities agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay to an employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, subject to staffing needs as determined by Rock County Opportunities and provided the time off has been requested at least one week in advance.

#### ARTICLE 10 -SICK LEAVE

Sick leave will be accrued monthly at the rate equivalent of three-quarters of a day of usual and customary hours. Sick leave may be accrued up to a maximum of 60 days.

#### ARTICLE 11 – LABOR MANAGEMENT COMMITTEE

The parties agree to a labor management committee consisting of employees appointed

by the Employer and a like number of employees appointed by the union.

ARTICLE 12 - LIFE INSURANCE

RCO shall provide Employees with Life Insurance coverage of \$20,000, and dismemberment coverage of \$20,000, at no cost to the employee. Coverage will take effect the first of the month following completion of 30 calendar days of employment.

ARTICLE 13- IRA

The Employer will make available an Individual Retirement Account (IRA). Features of this program are subject to all IRS regulations.

ARTICLE 14- HOLIDAYS

1. The following days will be paid holidays for all full-time and part-time employees based on their usual and customary hours: Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, New Year's Day, President's Day and Memorial Day. In the event that a designated paid holiday falls on a weekend, the Saturday holiday will be observed on Friday and the Sunday holiday will be observed on Monday.

2. Leave without pay may also be granted for personal emergencies or at the request of Rock County Opportunities. Up to four (4) days of leave without pay per calendar year may be granted by the employee's immediate supervisor. Requests must be made in writing. Accrued Vacation or Sick Leave need not be exhausted prior to exercising this option. Requests for more than four (4) days must be made in writing to the Executive Director accompanied by the staff member's immediate supervisor's recommendations.

ARTICLE 15 – WAGES

All employees covered by this agreement shall also be covered by the scale below:

**Effective 10/1/17:**

Start: \$ 11.73  
6 months \$12.02  
12 months \$12.28  
24 months \$12.62  
36 months \$12.86  
48 months \$12.97  
60 months \$13.17

**Effective 10/1/18:**

Start: \$ 12.23  
6 months \$12.52  
12 months \$12.78  
24 months \$13.12  
36 months \$13.36  
48 months \$13.47  
60 months \$13.67

At the time of each employee's annual review, he/she has the opportunity to earn up to an additional \$0.50/hr based on his/her job performance. The maximum employee wage scale effective 10/1/18 will be:

- Start: \$ 12.73
- 6 months \$13.02
- 12 months \$13.28
- 24 months \$13.62
- 36 months \$13.86
- 48 months \$13.97
- 60 months \$14.17

**Effective 10/1/19:** Each employee's wage will be \$0.50/hr higher than their 10/1/18 wage (the automatic wage increase plus their individual performance based increase). New employees will start at the \$12.73 starting wage. The scale for step plan wages effective 10/1/19 is:

- Start: \$ 12.73
- 6 months \$13.02 – 13.52
- 12 months \$13.28 – 13.78
- 24 months \$13.62 – 14.12
- 36 months \$13.86 – 14.36
- 48 months \$13.97 – 14.47
- 60 months \$14.17 – 14.67

At the time of each employee's annual review, he/she has the opportunity to earn up to an additional \$0.50/hr based on his/her job performance. The maximum employee wage scale effective 10/1/19 will be:

- Start: \$ 13.73
- 6 months \$14.02
- 12 months \$14.28
- 24 months \$14.62
- 36 months \$14.86
- 48 months \$14.97
- 60 months \$15.17

In addition, Rock County Opportunities reserves the right to pay any employee in excess of the above rates for outstanding performance.

Employees shall also receive wage increases during the term of this agreement in accordance with any state-mandated Cost of Living Adjustments. Rock County Opportunities agrees to promptly inform the Union when it receives notification of the mandated Cost of Living Adjustments, and will meet with the Union and explain the increases, upon request from the Union.

Employees shall be paid the current IRS mileage reimbursement rate per mile for authorized use of personal vehicles for work purposes.

## ARTICLE 16 - VACATIONS

Vacation Accrual Schedule effective 10/01/2012:

- 0 to 1 yrs employment = 6 days per year
- 2 to 3 yrs employment = 9 days per year
- 4 to 5 yrs employment = 11 days per year
- 6 to 7 yrs employment = 14 days per year
- After 8 yrs employment = 16 days per year

1. Vacation benefits will accrue each pay period and will be available for employee use following completion of six (6) month probationary period. Vacation accrued will be retroactive to date of employment and will be credited to the employee's vacation account each pay period. Accrual will be based on the usual and customary hours per employee-employer agreement.

2. Additional Vacation Incentive Plan: Wellness Days. Employees will be allowed to earn up to three additional vacation days in a fiscal year for wellness. The fiscal year will be from January 1 through December 31. For each four (4) month period if the employee does not access "any" category of approved sick leave time, a day of vacation will be earned.

The three four month periods will be as follows: January 1 to April 30; May 1 to August 31; September 1 to December 31. The day of vacation will be based on the employee's usual and customary hours. Approved vacation hours taken during a given four (4) month period do not disqualify an employee from earning wellness days. An employee will be allowed to bank these additional earned wellness vacation days. Once earned, Wellness Days will be administered the same as vacation days.

## ARTICLE 17 - HOURS OF WORK

1. Any employee reporting to work as scheduled, or called into work and then reporting to work as requested, shall receive a minimum of two (2) hours of work, or if work is unavailable as determined by Rock County Opportunities, the employee shall receive two (2) hours pay.

When an employee is notified by Rock County Opportunities per existing procedure, at least one (1) hour prior to scheduled starting time not to report to work, due to inclement weather or for any other reason, this provision does not apply and no minimum shall be paid.

2. Employees required to attend staff meetings and in-service education meetings held during their non-working hours will be paid a minimum of one (1) hour pay. Meetings that exceed one (1) hour will be compensated accordingly.

3. Meals and rest periods will be taken at times which will not interfere with the efficient operation of RCO. Staff who are required to oversee clients during paid breaks shall have the time added to their daily pay. (This means that at the end of one's shift the employee will have the choice of physically remaining at the workplace for up to fifteen

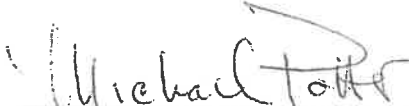



(15) minutes rest period for which the employee will be paid. The employee may choose to physically leave the workplace before the start of the rest period without being paid for the same period of time.)


ARTICLE 18 - DURATION OF AGREEMENT

This Agreement shall be in effect from 10/1/2017 until midnight on September 30, 2020.

 10-20-17  
For Rock County Opportunities      Date

 10-20-17  
For UFCW local 1161      Date

 10-20-17  
For Rock County Opportunities      Date

 10-20-2017  
For UFCW local 1161      Date

