

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE HOMESTEAD AT ANOKA, INC.

AND

UFCW LOCAL 663

SERVICE AND MAINTENANCE

EFFECTIVE

October 1, 2019

THROUGH

September 30, 2021

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AGREEMENT

This Agreement is made and entered into this 1st day of October 2019, by and between The Volunteers of America *d.b.a.* The Homestead at Anoka Campus, hereinafter referred to as the "Employer", and the United Food and Commercial Workers Union, District Local 663, Minneapolis, Minnesota and vicinity, hereinafter referred to as the "Union".

Whereas, the Employer and the Union each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to promote efficiency and service, to provide a channel through which information and problems may be transmitted from one to the other, to formulate contractual provisions to govern the relationship between Employer and the Union, it is agreed as follows:

ARTICLE 1 - UNION REPRESENTATION

- A. **Recognition:** The Employer recognizes said Union as the sole representative of all of its nonprofessional regularly scheduled employees within the bargaining unit certified by the National Labor Relations Board, excluding registered nurses, licensed practical nurses, office clerical employees, administrators, guards and supervisors as defined in the National Labor Relations Act and temporary casual employees (those employees working less than thirty two [32] a month) for the purpose of collective bargaining with respect to the hours of labor, rates of pay, and working conditions herein specified. An employee may only belong to one of the bargaining units certified in the facility.
- B. **Union Shop:** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. Those who are not members on the effective date of this Agreement, shall on the sixtieth (60th) day following the effective date of this Agreement, or on the completion of their probationary period, whichever is later, become and remain members in good standing in the Union.

In good standing, for the purposes of the agreement between this Union and this Employer, is defined to mean the payment of a standard initiation fee and standard monthly dues as applied uniformly to all employees covered by this Agreement.

For the purpose of this Article 1(B), the execution date of this Agreement shall be considered its effective date.

The Employer agrees to provide new employees with a Union Membership Application as part of the orientation process. This Application as well as an explanation of the Union initiation fee, dues structure, union stewards, etc. shall be provided to the Employer by the Union. The employee shall return the completed forms to his/her union steward. The union steward shall be responsible for forwarding such forms to the local union office.

- C. **Dues and Initiation Fees:** The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization for such deductions. In no event shall such written authorization extend beyond the termination date of this Agreement. Such deduction shall be made by the Employer from the wages of the employees during each calendar month and shall be transmitted to the Union. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first wages of adequate amount next due the employee and shall thereupon be transmitted to the Union. Together with the transmittal

of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

The Union shall refund promptly any dues found to have been improperly deducted and transmitted to the Union and shall furnish the Employer with a record of such refund.

- D. **Probationary Period:** New employees shall be classified as probationary employees during the first sixty (60) days of their employment and may be discharged or disciplined with or without cause. Union and management, upon mutual agreement may extend the sixty (60) day probationary period for an additional thirty (30) days if management determines there are performance and attendance issues.
- E. **Union Visitation:** The union representative will make his/her presence known upon arrival at the facility to the reception desk and/or human resources representative. The duly authorized representative of the Union may visit Employer's campus premises and may confer with the employees of Employer thereat, provided that such visitation does not interfere with the proper conduct of employee's duties and care of the patients or residents.
- F. **On Call Status:** Any regularly scheduled employee who voluntarily chooses to reduce their hours and become an "on call/temporary employee" will be terminated from regular employment. Any earned benefits, consistent with the contract will be paid. The employee will then begin employment as a "new" employee, and will be paid only a wage, and will earn no benefits. If an on-call employee changes to a regularly scheduled employee, the employee becomes subject to the Union Security Clause. The length of probation period may be from zero (0) to sixty (60) days, which shall be mutually determined by the Employer and the Union. Each situation is to be decided on a case by case basis. Any PRN employee who works more than thirty-two (32) hours in a calendar month for more than two (2) months shall be consider regularly scheduled as a employee part time or fulltime based on the hours.

It is the intent of the employer to minimize the use of casual employees, by first scheduling regular staff.

ARTICLE 2 - MANAGEMENT RIGHTS

The management of the campus and the direction of the working forces; including all the responsibilities, powers, and authority, except as they are specifically relinquished or modified in this Agreement, are the sole and exclusive rights and responsibilities of the Employer. Such rights shall include, but not limited to, the rights to:

1. Plan, direct and control operations and procedures;
2. Determine and schedule services to be performed, the schedule and number of hours of work and work shifts, subcontract work, establish job classifications, work assignments and any other matters necessary for the conduct of its operations and business;
3. Hire, promote, demote, layoff, transfer, discharge or discipline for just cause;
4. Determine the number of employees in any classification;
5. Introduce new or improved methods, supplies, equipment or facilities to be utilized;
6. Make and enforce reasonable rules for the efficient conduct of its business and the

maintenance of the discipline and efficiency of the working forces;

7. Determine quality and quantity of work performed;
8. Maintain and improve efficiency;
9. Determine methods of compliance with federal and state regulations affecting campus;
10. Discontinue jobs because of valid management and economic reasons; and
11. Decide employee qualifications consistent with federal and state standards.

ARTICLE 3 - CLASSIFICATION OF EMPLOYEES

Employees shall be classified as follows:

1. Full-Time employees are those employees regularly scheduled to work at least sixty (60) hours in a two (2) week period.
2. Regular part-time employees are those employees regularly scheduled to work less than sixty (60) hours in a two (2) week period.
3. Casual employees are those employees who are regularly scheduled at twenty-four (24) hours or less per pay period.
4. PRN employees are not regularly scheduled.

ARTICLE 4 - PAY PERIODS

- A. **Pay Periods:** Pay periods begin with the beginning of the night shift on the first day of the pay period and terminate at the end of the evening shift on the fourteenth (14th) day. Employees shall be paid every two (2) weeks.
- B. **Correction of Paycheck Errors:** If the Employer makes an error to the employees' paycheck computation of four (4) hours or more, it will be corrected the same business day. Errors made to the paycheck computation by an employee will be corrected the subsequent payroll period.

ARTICLE 5 - HOURS OF WORK

- A. **Postings of Work Schedules:** The two (2) month work schedule shall be posted in ink or a photocopy thereof no less than two (2) weeks in advance.
- B. **Weekend Scheduling:** Employees shall normally be scheduled so that they are not required to work more than two (2) weekends out of four (4), within the same department except in cases of emergency or unavoidable situations where the application of this principle would have the effect of depriving residents of needed care, or by mutual agreement between the Employer and the Employee.

A system of "block scheduling" shall be utilized providing employees with permanent days off; however, it is understood that some "non-block" positions or positions with "block" and

"non-block" hours shall be utilized where mutually agreeable between the Employee and the Employer.

Employees, who work a schedule of rotating shifts, shall not be required to work more than a schedule of two (2) rotating shifts. (i.e., days/nights; pm=s/nights; or pm=s/days.)

- C. **Twelve (12) Hour Rest Between Shifts:** Schedules shall provide employees with twelve (12) hours rest between shifts, except in cases of emergency, or where such break time cannot be given as a result of the use of rotating schedules.
- D. **Two (2) Hour Notice of Absence by Employees:** Employees working the day shift will be required to give the employer a one (1) hour notice if they are unable to work. All other shifts are required to give a two (2) hour notice.
- E. **Split Shifts:** Split shifts shall not be used as a routine method of scheduling, except at those times when such method is agreed upon between the employee and Employer.

ARTICLE 6 - WAGES

- A. **Wage Increases:** Wages under this agreement shall be administered in accordance with the schedule of wages and minimum increases in Appendix D.
- B. **Experience Credit:** New hires may be given credit for prior work experience in determining their initial wage rates. New employees within the facility with previous VOA time will be granted all of their previous VOA experience.
- C. **Overtime Pay:**
 - 1. Overtime payments shall not be pyramided.
 - 2. Overtime pay at one and one-half (1-1/2) times an employee's straight-time hourly rate shall be paid for time worked in excess of forty (40) hours in a scheduled pay week, "Friday through Thursday."
 - 3. Days worked in excess of six (6) within a scheduled period, where the days scheduled were stated on the posted schedule.
 - 4. Employees shall not be required to take time off in lieu of overtime pay.

Mandated Bonus

- 1. \$50.00 for full shift (six hours or more) employee must work whatever is requested up to eight hours.
- 2. \$25.00 if required to work less than six hours
- 3. Employees will receive a 15-minute break between shifts.
- 4. Employees who call in during that pay period of a mandating bonus will forfeit the bonus unless covered by FML rules.

Mandated Shifts

When mandated, employer will select employees with the least seniority from those employees who are on duty or coming on to shifts. The employee has the right to refuse to be mandated two (2) times per calendar year. However, on the second refusal, the employee must pick-up an additional shift within the next two (2) pay periods to avoid termination unless excused by the employer. All earned bonuses within the two (2) pay periods will remain intact as long as the employee picks up the additional shift.

- D. **Pay for Department Meetings:** Each employee covered by this Agreement will be paid for one (1) meeting per month when attended. It is the intention of the Employer that a meeting be held in each department at least once a month. Failure to attend mandatory in-services is subject to discipline per Volunteers of America policy.
- E. **Lobby Day:** The employer will allow up to two (2) employees one (1) day each to lobby at the Capitol for long-term care. The day will be with pay and a report will be made by the two (2) employees at the next Labor/Management meeting.
- F. **Preceptor Pay:** Preceptors will receive pay of \$1.00/hour when training a new employee. The Preceptor Program provides the ability to work closely with our new staff providing training that aligns with the mission of Volunteers of America. The employees approved for the Preceptor Program will be responsible for attending one training session within their first quarter of participating in the program. Preceptors will be paid in one lump sum for any previous training up to a maximum of 90 days. This will be paid in the following pay period after training has been completed. Trained Preceptors will be chosen to train prior to any untrained staff when possible. Notification of the Preceptor training a new employee will be as immediate as possible. .
- G. **Minimum Hours Paid:**
1. **Employees Scheduled for a Regular Shift:** An employee who reports to work for a regularly scheduled shift will work and be paid or be paid at the employee's straight time hourly rate of pay instead of working for either.

If an employee is notified not to report to work before the start of their scheduled shift, no minimum hours will be paid. A good faith attempt to notify the employee before the start of a scheduled shift not to report for work shall be considered proper notification.
 2. **Employees Called In to Work:** An employee who is called in to work outside his/her scheduled shifts shall receive pay at the greater of:
 - The rate of pay for his/her regular position; or
 - The rate of pay for the position he/she is called in to fill.An employee called in to work in such a case shall be paid for the greater of:
 - A minimum of two (2) hours; or
 - Actual hours worked if greater than two (2)
- H. **Hours Basis for Benefit Eligibility (Benefit Employees Only):** Any hour paid shall be considered an hour worked for purposes of computing any employee benefits under this agreement.

ARTICLE 7 - HOLIDAYS (Benefit Employees Only)

- A. **Designated Holidays:** The following days shall be considered holidays:

New Year's Day
Easter Day
Memorial Day
July Fourth

Labor Day
Thanksgiving Day
Christmas Day

Holidays will start on the night shift prior to the holiday and end after the afternoon shift. For Christmas / New Years holiday will start at 3:00 PM and continue until 2:59 PM next day.

In addition, after one (1) year of service, each employee shall receive one (1) personal day each year. Individual employees, at their option with management approval, may use this personal day or PTO time to recognize Martin Luther King Day or any other ethnic or cultural holidays.

B. Holiday Pay:

1. **Double Time Pay for Working Holiday:** Non-probationary employees working on any of the designated holidays shall receive double their regular straight-time rate of pay for such time worked.

2. **Straight Time Pay for Holiday Not Worked:** Full-time employees who do not work on a designated holiday will receive one (1) day's pay at their regular straight-time rate of pay as holiday pay.

Regular part-time employees who do not work on a holiday shall not receive holiday pay.

3. **Personal Day:** All full-time employees shall receive up to eight (8) hours compensation for the personal day. Part-time employees shall receive pro-rated personal day pay, up to eight (8) hours.

4. **Absence on a Holiday Scheduled to Work:** Full-time employees who are absent on a designated holiday they are scheduled to work shall not receive holiday pay, except in case of excused absence or illness where satisfactory proof of such illness is furnished by the employee.

5. **Rotation:** All holidays will be rotated equally. Any employee working on the holiday will have the option of collecting the holiday pay or notifying the employer in writing prior to the holiday that they want to bank the holiday pay in their PTO account and work for straight time pay. A and B holidays will be attached to block schedules.

In order to be eligible for holiday pay for hours not worked on a holiday, an employee must have worked the regularly scheduled workday before and regularly scheduled workday after the holiday, except in case of excused absence or illness, where evidence of such illness satisfactory to the Employer is furnished by the employee.

ARTICLE 8 - SENIORITY

- A. Seniority Defined:** For purposes of scheduling, layoff, recall, and job posting, seniority shall be based on continuous service with the Employer from date of hire. The date of hire shall be the first day for which the new employee is paid. In the event that two (2) or more employees were hired on the same date, seniority shall be based upon total hours worked since most recent date of hire.

- B. Reduction of Hours/Layoff Procedure:** In the event of a layoff, the Employer shall first reduce hours by not replacing employees who are absent. If additional hours remain to

be reduced, the Employer shall seek volunteers to voluntarily reduce their hours. If additional hours are required to be reduced, the Employer may reduce hours by seniority in job classification, shift. If these reductions are greater than five (5) days or more, a more senior employee may bump a less senior employee by shift in the same job classification. If the reduction is greater than two (2) weeks, the employee may bump less senior employees in the facility. The employee must be qualified to do the new job within a reasonable time period.

- C. **Seniority List to Union:** Employer shall send the seniority list to the Union every six (6) months.
- D. **Resolution of Controversies:** Controversies arising over seniority standing are subject to the grievance procedure.

ARTICLE 9 - JOB VACANCY

A. Posting and Bidding for Job Vacancies:

1. In the event of a job vacancy involving the availability of a position in the bargaining unit which the Employer intends to fill, the Employer shall give written notice of such job vacancy by posting upon an appropriate bulletin board a notice for five (5) calendar days that such job vacancy exists. The Employer will post both union and non-union positions. During this time employees interested in the vacancy may submit a written application to the department supervisor. The Employer is not required to post hours when an employee leaves during their probation.
2. Full-time and part-time employees shall have an equal and first opportunity to apply for such vacancies.
3. The Employer shall review and evaluate the qualifications, ability, physical fitness, and overall work record of each applicant. When these four (4) factors are relatively equal, the applicant having the greatest seniority shall be awarded the vacancy.
4. The Employer will maintain a "request book" for employees to indicate the days and hours they would prefer for picking up extra hours to work. The requests will become valid upon the approval in writing by the facility representative.

- B. **Additional Hours:** Employees desiring additional hours of employment shall advise the Employer in writing of their desire for such additional hours. In the event hours become available in a department, the Employer will offer such hours to employees in the department who have so requested in order of seniority, after non-block schedules have been filled. It is understood that the Employer is only obligated to offer hours that, in the opinion of the Employer, are available; and that the Employer is under no obligation to create additional hours of work to bring an employee up to or exceeding the number of hours normally provided to full-time employees.

Article 9 Section B: Additional Hours

Employer is under no obligation to approve requested additional hours if said employee will be in overtime. Employer has the right to move to the next employee who is not in overtime to approve the additional hours. LMC to show a joint effort to help members understand the process and contract / VOA policy on pick up shifts, extra hours and overtime.

If an employee picks-up a shift and is being sent home later in the pay period, the employee will be given a minimum of a twelve (12) hour notice of the shift cancelation.

ARTICLE 10 - TERMINATION OF EMPLOYMENT

- A. **Just Cause:** Employees may not be suspended, demoted or discharged except for just cause. No grievance relating to any disciplinary action for just cause shall be valid unless received by the Administrator or Acting Administrator in writing within ten (10) calendar days after the suspension, demotion or discharge in question. In the case of discharge, the employee affected may request and shall receive from the Employer in writing the reason for said dismissal. The Employer may require a drug test for cause.
- B. **Employee Resignation:** Employees electing to resign or quit their employment will give the Employer two (2) weeks written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may request to leave sooner provided competent replacement can be made by the Employer. The Employer will furnish printed forms for employees' use in resignation. Employees who resign within twelve (12) months of employment shall receive no pay for accrued PTO (paid time off) upon termination of employment. (Refer to Article 13 (B) – PTO.)
- C. **Termination of Employment by Employer:** The Employer shall give regular full-time employees two (2) weeks written notice of termination or two (2) weeks pay in lieu thereof, except in the case of a discharge for just cause. Paid time off earned at date of dismissal shall be paid upon termination. Additionally, if an employee has previously transferred forty (40) or more hours of PTO (paid time off) into his/her STD (short term disability) account, up to forty (40) hours of STD can be cashed out at termination. Employees with ten (10) or more years of service who terminate with proper notice shall receive all earned and accrued PTO.
- D. **Failure to Report for Work:** If an employee fails to report for work as scheduled, or to furnish the Employer with a justifiable excuse within forty-eight (48) 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 within two (2) days furnish the Employer with reasonable proof that such employee could not notify the Employer of his absence because of illness or unforeseen emergency, then such employee shall be reinstated without break in the service record.
- E. **Definition of Just Cause:** It is mutually agreed by the Employer and the Union, that just cause for termination shall include, but is not limited to: Proven theft; Resident neglect or abuse; Working while under the influence of alcohol or a controlled substance; Property damage through intentional or willful conduct; Dishonesty; Insubordination; Job abandonment; Discourteous, discriminatory, harassing or abusive treatment of residents/customers, or employees, or the public; Deception in securing employment, including but not limited to falsification of employment application or resume; Falsification of organization records, to include timekeeping; Fighting or threatening violence in the workplace; Possession of dangerous or unauthorized materials in the workplace.
- F. **Discipline:** Discipline may range from an oral or written warning, up to termination. The concepts of due process shall apply to the level of misconduct and the level of discipline meted out.

ARTICLE 11 - COMPLAINT/GRIEVANCE ARBITRATION PROCEDURE

Any grievance relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled in accordance with the following procedures:

Step 1: The aggrieved employee and/or union steward shall attempt to adjust the grievance with the Supervisor.

Step 2: If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of the Agreement, and shall be received by the Administrator no later than ten (10) calendar days following the alleged violation. Grievances relating to wages shall be timely if received by the Employer no later than sixty (60) calendar days following the date of receipt of the check by the employee. Within seven (7) calendar days following receipt of the grievance by the Administrator, representatives of the Employer and the Union shall meet and attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement.

If the grievance is not resolved then either the Union or the Employer may petition the State of Minnesota Bureau of Mediation Services no later than forty-five (45) days after the registration of the grievance to mediate the grievance. Either party may within ten (10) business days of receipt of a petition for mediation, on a case-by-case basis, give written notice to the other party of their intent to bypass this mediation step in which case the grievance may be advanced to arbitration.

Step 3: If no settlement is reached within the time frame above, it shall be referred to arbitration. A joint written request shall be made for the Federal Mediation and Conciliation Service (FMCS) to submit the names of five (5) qualified arbitrators, including personal history and arbitration experience of each. Either party may request a second panel of five (5) qualified arbitrators if the first panel is unsatisfactory. When a second panel is requested, the arbitrator will be chosen from the second panel. Upon receipt of such panel of arbitrators, the parties shall meet, and upon failure to agree upon the arbitrator, each party shall advise FMCS of its order of preference by numbering each name on the panel and submitting the panel in writing to the Service. The FMCS will select an arbitrator from the panel so submitted in accordance with its rules and regulations.

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 not have authority to add to, subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issue.

The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Employer, Union and employees involved. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

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

ARTICLE 12 - REST PERIODS AND LUNCH PERIODS

- A. **Rest Periods:** All employees shall be entitled to a fifteen (15) minute paid rest period for each four (4) consecutive hours worked. However, two (2) paid rest periods shall be provided whenever an employee is required to work more than seven (7) hours in a day. All rest periods shall be on the Employer's time.

Rest periods for the individual employees shall be scheduled by the Employer so as not to interfere with the operation of the Employer's campus or health care facility.

At least one (1) 15-minute paid rest period may be given to an employee before they are required to take a thirty (30) minute unpaid Lunch period.

- B. **Meal Periods:** Employees shall be required to take a one-half (1/2) hour unpaid meal break if scheduled to work a shift of six (6) hours or greater. At the discretion of the direct supervisor, an employee working six (6) hours may chose not to take the required one-half (1/2) hour unpaid meal break. All meal periods shall be on the employee's own time. Employees must punch in and out for their one-half (1/2) hour unpaid meal. The employees' approved hours will not be affected due to the change in the meal break policy.

If an employee is required to work through the scheduled meal break, except in emergency cases to be determined by the Employer, he/she will be required to obtain prior written authorization from his/her supervisor in order to be paid for such time.

ARTICLE 13 - PAID TIME OFF & SHORT TERM DISABILITY **(Benefit Employees Only)**

- A. **Definition and Purpose:** On January 1, 1990, a new program became effective that combined the previous benefits of vacation, sick leave and one personal day. The intent of this program was to provide for designated days each employee can request to be off prior to the posting of the work schedule (PTO) as well as a short-term disability "bank" (STD).

- B. **Paid Time Off (PTO):**

1. **Accruals:** Employees shall accrue PTO at the following rates. The accruals are based on compensated hours and are accrued each pay period. Except for new employees, accruals are earned and credited to each employee's PTO account as being available to use every pay period. New employees accrue PTO on a pay period basis but do not earn it or have it available to use until the first pay period following ninety (90) days of employment.

Accrual schedules are as follows: The accrual factor multiplied by the number of compensated hours equals the number of PTO hours the employee is accruing. Examples of hours earned:

Scale prior to October 1, 2013.

Years of Service	Accrual Factor	At 520 Compensated Hours	At 2080 Compensated Hours
1	.04615	24.00 hours	96 hours
2	.06546	34.00 hours	136 hours
5	.08510	44.25 hours	177 hours
7	.08894	46.25 hours	185 hours
10	.10385	54.00 hours	216 hours
15	.11202	58.25 hours	233 hours
20	.11587	60.25 hours	241 hours

As of October 1, 2013, scale has changed to below.

Years of Service	Hours to Be Accrued if you work 40 hours per week (otherwise prorated)	Accrual Rate per hour worked	Max Accumulation
0 to 2 years	64	.0312	80 hours
2 to 5 years		.05076	137 hours
5 to 12 years	145	.06974	196 hours
12 or more years	185	.0892	250 hours

Continuous service with VOA will be recognized for PTO accrual.

A former employee who is subsequently re-employed by the employer assumes the same status as a new employee in regard to PTO accrual.

2. **Accrual maximums and liquidation:** Because it is important for employees to take paid time off away from work, no employee shall be allowed to have any more than one and one-half (1½) times his/her annualized accrual in the PTO account at any point in time.

Once each year, at the end of the third calendar quarter, an employee can choose to liquidate a portion of his/her PTO account and receive a cash payment in lieu of paid days off. This liquidation is limited to one-half (1/2) of the PTO account balance. Any or all of the remaining one-half (1/2) can be transferred to the employee's STD account. Once transferred to the STD account it cannot be transferred back to the PTO account. This will be paid within the following two pay periods.

3. **Use of PTO:**

- a. **Scheduled:** An employee shall be entitled to remain away from work for seven (7) days for each week of scheduled paid time off (PTO). Wherever practicable, the Employer will cooperate in scheduling PTO to coincide with an employee's regularly scheduled days off. Any disputes over scheduling of PTO shall be raised with the Union and the Administrator.

The scheduling of paid time off (PTO) shall be handled as follows:

- PTO must be available in order for an employee to request vacation time.
- Any request for time off if PTO is unavailable is subject to approval by Administrator.
- PTO requests for the calendar year will be submitted between January 1 and January 21 of each year. The employer will post an approved PTO request list by January 31 to run through the following January 31.
- Requests made after the above time period may be made eight (8) weeks in advance and need to be approved no later than six (6) weeks in advance.

Requests made by employees in accord with this schedule shall be granted on the basis of seniority. Employees who do not submit a timely request for PTO or who fail to take approved PTO shall forfeit any seniority claim regarding PTO scheduling.

The Employer will provide a form for employees to use for requesting paid time off. The Employer shall not change any scheduled PTO once it has been approved.

- b. **Unscheduled:** In order to be able to use PTO on an unscheduled basis there must be a minimum of one (1) hour notification for the day shift and two (2) hours notification for the afternoon and night shifts. The only valid use for unscheduled PTO is illness. An employee may be required to present a statement from a doctor to validate said illness if so requested by management. Excessive use of PTO on an unscheduled basis will subject the employee to discipline. PTO, if available, will not be required to be used two (2) times per rolling calendar year as long as proper call in procedures are followed. After that has been exhausted, any further sick/ill call-in or absence must use PTO, if available.
4. **Compensation:** Employees shall be compensated in accord with the number of PTO hours they have approved to use. PTO pay of forty (40) hours or more shall be paid to any employee in a separate check preceding the PTO period provided the PTO is requested and approved in writing at least four (4) weeks prior to the PTO period.
5. **Designated Holidays:** If a designated holiday for which the employee is eligible for compensation falls within a period of scheduled PTO, the employee shall not be granted PTO hours in place of the holiday.

C. **Short Term Disability (Benefit Employees Only):**

1. **Accruals:** Employees shall accrue four (4) hours of STD for each one hundred seventy-three (173) compensated hours (an accrual factor of .023). In addition to the initial notice of account balance, employees shall be notified twice each year

of his/her STD account balance. The information shall be provided at the end of the first and third calendar quarter of each year.

2. **Use:** Employees may use STD hours under the following conditions:

- a. Payment triggered after six (6) consecutive calendar days of disability, personal injury and/or injury, documented to the employer's satisfaction by a Medical Doctor's excuse with a diagnosis, and an MD's certification of the specific dates on which the employee was unable to work due to such personal illness and/or injury. Following such six (6) consecutive calendar days, the payments will be effective the first day of the covered disability causing the inability to work;
- b. Payment beginning with the first day of a personal hospitalization; or
- c. Payment beginning with the day of a visit to an emergency treatment center/ facility if the employee receives emergency treatment or a Medical Doctor's office visit for any medical condition which cannot be made non-contagious within three (3) days or injury and receives written medical orders not to return to work for a specified period of time for three (3) days or more.

Total STD payments will be limited to the total hours an employee accrues based on hours worked.

Any controversy or disagreement over medical orders to be away from work may require a review by a physician chosen by the employer. The opinion of the physician chosen by the employer will be final and binding.

3. **STD Payout Upon Retirement:** An employee who retires will be paid one third of the balance in the employee's STD account, providing he/she meets one of the following conditions:

- Retirement at age sixty-five (65);
- Retirement with twenty (20) years of service; or
- Years of service plus age at retirement equals seventy (70).

ARTICLE 14 - LEAVE OF ABSENCE

A. **Jury Duty:** Employees who are called to serve on jury duty shall be paid for actual hours worked for the Employer. If this pay, together with his jury pay, does not equal his/her regular pay, the Employer will make up the difference for a maximum period of fifteen (15) calendar days annually, which occur within a maximum period of three (3) weeks, provided the employee works such hours as he/she is available during the hours when Court is not in session. An employee receiving full pay from the Employer while serving on a jury will be required to turn in to the Employer the jury duty pay for the period he/she served on the jury, not to exceed fifteen (15) calendar days annually.

B. **Funeral Leave (Benefit Employees Only):** A leave of absence of up to three (3) days without loss of pay shall be granted in case of death in the immediate family (parents, grandparents, spouse, children, step-children, brother, sister, legal guardian, grandchildren, domestic partner). One extra day will be provided for the death of a parent, spouse or child. If the employee is required to make arrangements for a parent, spouse or child, one additional day will be granted (up to a maximum of five [5] days total). Such leave shall be the day of the funeral and the days before and after unless different days are agreed to between the employee and the Employer. A significant other may be substituted for a spouse at management discretion.

Two (2) days shall be granted for attending the funeral of a current spouse's parents, grandparents, brothers or sisters. An employee must attend the funeral in order to receive funeral leave.

- C. **Medical Leave:** After the completion of an employee's probationary period, he/she will be eligible for an unpaid medical leave. The request for a medical leave must be written and submitted to the Employer within a reasonable time in advance of the desired commencement date. The written request must be accompanied by a physician's statement documenting the medical necessity for the leave, including an estimate of the approximate length of time of the absence and the intended commencement date, and in case the leave commencement date is not imminent (such as pregnancy), the date it is no longer safe for the employee to perform the full range of duties. An unpaid leave of absence will be granted for a maximum of six (6) months. However, upon written request by the employee, certified in writing by a physician, a medical leave may be extended for a reasonable period of time as agreed upon between the Administrator and the employee, beyond the agreed upon ending date of the original leave in the event of a medical necessity which endangers the employee's health.

Accumulated STD days will be applied as soon as the Leave of Absence begins. In any event, the employee must begin using STD, PTO, or commence the leave of absence no later than the date his/her physician has stated it is no longer safe for the employee to perform his/her full range of duties.

If the employee chooses to return to work early, prior to the originally agreed ending date of the leave, he/she must give the Administrator thirty (30) days written notice of desire to return. Prior to return to work, the employee must furnish the Administrator with a report from the physician certifying that he/she is capable of performing the full range of duties to which he or she is assigned.

No wages are paid during a medical leave and all benefits are suspended, except that seniority will continue to accrue.

For leaves of less than ninety (90) days, the employee's job will be held for them. For leaves greater than ninety (90) days, the employee will be returned to a similar job, and every effort will be made to return them to same job.

- D. **Personal Leave:** An employee shall be granted if requested a leave of absence not to exceed ninety (90) days upon written permission from the Administrator, Acting Administrator, or other person designated by the Employer.
- E. **No Change in Anniversary Date Due to Leave:** An employee shall not have an anniversary date or date of hire changed because of leave of absence.
- F. **Unpaid Leaves of Absence Not Working Time:** Except as indicated in "G" below, unpaid leaves of absence shall not be computed as working time for the purposes of computing PTO allowances, pay or other purposes under this Agreement.
- G. **Seniority Credit During Workers' Compensation Leave:** An employee who is on an approved workers' compensation leave shall receive full seniority credit for the time on leave only when they are returned to work in a full duty capacity. When the employee is returned to work in full duty capacity, their benefit accrual time shall be retroactive to their last anniversary date. Full duty capacity means the ability to perform a position without restrictions and at the hours regularly scheduled prior to the work injury.

- H. **Family and Medical Leave Act:** An employee shall receive a leave of absence for child rearing, or serious medical condition of a parent, spouse or child for up to twelve (12) weeks in any twelve (12) month period consistent with the provisions of the Family and Medical Leave Act (FMLA) of 1993.

ARTICLE 15 - MINIMUM STANDARDS

- A. **Changes in Wages and Benefits by Mutual Agreement:** No employee shall suffer, as a result of the execution of this Agreement, any reduction in wages or lose any benefits not part of this Agreement which were previously mutually agreed upon between the Employer and an employee, except for certain benefits which may have increased or decreased as a result of the execution of this Agreement.
- B. **Minimum Standards:** Further, this Agreement provides minimum standards only and shall not prevent the Employer from granting additional payment or benefits so long as such granting is not otherwise violating this Agreement or State or Federal laws.

ARTICLE 16 - NO STRIKE OR LOCK OUT

The Union agrees that for the full term of this Agreement and any renewal or extension thereof, it will at all times cooperate fully with the Site in maintaining a level of care deemed necessary by the Employer and to operate an efficient center.

The Union agrees not to call, authorize, condone, or support any strike, slow-down, stay-in, or sympathy strike at the Employer operation covered by this Agreement during the life of this Agreement, and agrees not to authorize, condone, or support any interference with the level or quality of care or interference with egress or ingress to the Employer property. In the event that any employee engages in a strike, slow-down, stay-in, sit-down, picketing, or boycott of the Employer, there shall be no financial liability on the part of the Signatory International Union, Local and/or its officers thereof, provided the Union, upon notification of the existence of such condition, issues a written statement directed to its members, advising them to return to their jobs, and to cease any action that will adversely affect care or services to residents, including maintenance and recognition of any picket line. Such notice shall be signed by an authorized representative of the local Union and a copy will be sent to the Employer. The Union further agrees that it will promptly take such other action and reasonable steps as may be appropriate in an effort to terminate any such interference with care or services to residents. Upon the Union's meeting the herein listed conditions, the Employer agrees not to institute an action for damages. It is further agreed that if any employee, or employees, violates any provision of this Article, such employee, and those participating with him, may be disciplined up to and including discharge. In administering such discipline, the employer may distinguish between leaders and other participants in an unauthorized work stoppage, strike, or slow-down, or interference with care of services to residents, or interference with egress or ingress to the employer's operation.

The Employer agrees that during the term of this Agreement there shall be no lock out, provided however, that neither this provision nor any other provision of this Agreement shall be construed as requiring the Employer to stay in continuous operation.

ARTICLE 17 - SEVERABILITY

- A. **Applicability of Federal or State Law:** If any part of this Agreement is held to be in violation of any Federal or State law, the provisions held to be invalid shall be of no force

and effect, but all of the other provisions of this Agreement shall continue to be binding on the parties hereto.

- B. **Negotiation of Substitute Clauses:** In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

ARTICLE 18 - INSURANCE BENEFITS

- A. **Basic Life Insurance Coverage:** The Employer will provide, at no cost to the employee, \$5,000 of basic life insurance coverage to Service and Maintenance employees working between forty-eight (48) and sixty (60) hours per pay period who have completed their probationary period. This coverage will be available on the first day of the month following completion of the employee's probationary period for new employees. For current employees, coverage is effective January 1, 2010.

For those Service and Maintenance employees who are scheduled for at least sixty-(60) hours per pay period, the Employer will provide, at no cost to the employee, basic life insurance coverage equal to one times their basic annual earnings, rounded up to the next \$1,000, subject to a maximum of \$250,000. This coverage will be available on the first day of the month following one (1) full month of employment. For current employees, coverage is effective January 1, 2010.

- B. **Flex Plan:** The employer will permit employees covered under this contract, who work at least forty-eight (48) hours per pay period, to participate in an employer-sponsored program (Flex Plan) which will allow employees to pay for medical and/or dental premiums and certain medical and dependent care expenses on a pre-tax basis. The administration of this plan is subject to applicable laws and IRS regulations as well as guidelines provided by the Employer.

1. **Medical/Dental Premium Conversion:** This program allows the employee to have his/her medical and/or dental insurance contributions deducted from his/her paycheck on a pre-tax basis. This program is automatic upon enrollment in medical or dental insurance. An employee who does not wish to have the contributions made on a pre-tax basis must notify the Employer in writing upon insurance enrollment.
2. **Medical Expense Reimbursement:** This program allows the employee to have pre-tax dollars deducted from his or her paycheck to cover medical expenses not reimbursed by insurance. The maximum amount allowable will be set each year by the Employer. The employee must complete the required annual enrollment form by the date specified by the Employer.
3. **Dependent Care Expense Reimbursement:** This program allows the employee to have pre-tax dollars deducted from his or her paycheck to cover dependent care expenses up to \$5000.00 (family) maximum. The employee must complete the required annual enrollment form by the date specified by the Employer.

- C. **Annual Election:** Each year the Employer will hold an annual election period (usually November 1 - November 30) to allow employees to make certain changes in their benefit plans. The employees will be able to renew or discontinue participation in the Flex Plan, to change medical plans or change from benefits plan to "no benefits" pay, for the upcoming calendar year.

ARTICLE 19 - RETIREMENT PLAN

- A. **Employer Contribution Plan:** Employees covered under this contract become eligible for the Volunteers of America Retirement Plan once all of these requirements are met: completion of twelve (12) months of Volunteers of America service, one thousand (1,000) hours of service in the past twelve (12) months, and attainment of age twenty-one (21).

Under this plan, Volunteers of America makes a contribution on behalf of an employee, as a percentage of the employee's wages. This percentage is subject to change from time to time. Employee pension benefits under this plan are fully and automatically vested upon completion of five (5) years of continuous service or the attainment of early retirement age (age fifty-five [55]).

Employees will receive account statements annually.

- B. **Employee Contribution Plan:** Employees covered under this contract who are scheduled to work at least one thousand (1,000) hours per year may elect to contribute to a voluntary tax deferred 403(b) plan any time after hire.

Through a salary reduction agreement with Volunteers of America, employees may have a portion of their compensation contributed to this plan. Employees may choose from a number of different investment options for their contributions.

Employees will receive account statements annually.

ARTICLE 20 - NON-DISCRIMINATION

No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union. Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement on account of race, color, religious creed, national origin, sex, sexual orientation or disability. Any employee complaint, subject to the grievance and arbitration provision of this contract must be filed to the employer before any action is commenced by the employee to an outside agency. Failure to file a timely grievance holds the Employer harmless from being required to respond to the alleged complaint through an outside agency or this contract. Failure to file a timely grievance holds the Employer harmless from being required to respond to the alleged complaint through an outside agency or this contract.

ARTICLE 21 - MISCELLANEOUS

- A. **Labor-Management Meetings:** Labor-management meetings shall be set at the discretion of the Union and the Employer.
- B. **Employee Involvement in Union Business:** The Employer agrees to grant the necessary time without pay and without discrimination to any employee covered by this Agreement designated by the Union to attend a labor convention or to serve in any capacity on other official Union business so long as it does not interfere with the Employer's business.
- C. **Amendment of Agreement:** The parties agree that this Agreement may be amended by mutual agreement of both parties, and if amended, the amendment shall be attached to the Agreement by addendum and signed by both parties.
- D. **Staffing Advisory Committee:** A Staffing Advisory Committee shall be established and will meet as needed to discuss staffing and scheduling issues that affect bargaining unit employees in the patient care areas. The committee will provide direct input to nursing administration and the Labor Management Committee. The committee will consist of two union members, (Nurses, and CNAs/HHAs), a Union Representative and management. The issues to be discussed include but are not limited to on-call guidelines, floating, overtime concerns, assignment of extra hours, vacation and holiday scheduling problems, and other similar policy or action plans as pertains to staffing and scheduling.
- E. **Health and Safety:** There shall be up to two (2) UFCW Local 663 employees selected by the union to participate on a Homestead at Anoka Health and Safety committee. This committee will be responsible for reviewing all safety incidents, concerns, planning and evaluation, and will make recommendations for corrective action and improvements. This committee shall meet once each month with minutes and action items provided to the union representative.

ARTICLE 22 - Termination

This Agreement shall be effective from the date hereof, except as otherwise specifically provided, and shall continue in full force and effect through the 30th day of September 2021, except as otherwise specifically provided, and shall continue from year to year thereafter unless either party serves notice in writing upon the other party ninety (90) days prior to the expiration date of its desire to terminate, modify or amend the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date and year first above written.

FOR THE EMPLOYER:

By: Nancy Sh
Representative for the Homestead at Anoka, Inc.

12/19/19
Date:

FOR THE UNION:

By: Paul Crandall
Paul Crandall, Secretary-Treasurer UFCW Local 663

12/18/19
Date:

ARTICLE 23 - SUCCESSORSHIP

In the event of any sale, purchase, merger or other transaction affecting the ownership of Employer's campus business or ownership of the assets of Employer's campus business, Employer shall make known to the Union prior to said transaction the nature of the transaction and further, shall make known to all parties to the transaction the terms and conditions of this Agreement. Following any such transaction, all employees of employers who are parties to the transaction and this Agreement shall be provided employment by the successor employer, whether the successor be a signatory party to this Agreement or any other employer, in accordance with the seniority rights accrued with their respective predecessor employer. A new seniority list shall be drafted and posted upon which the seniority of each employee of the successor employer shall date from his earliest date of employment with any of the employers participating in such transaction, and further, if there is to be a reduction in work force as a result of such transaction, any such reduction shall be in reverse order according to the amount of continuous service of the respective employees with any of the predecessor employer parties to the transaction. Wherever continuous service is required for other benefits or practices, it shall be interpreted to include that continuous service with the employee's respective predecessor employer.

**Letter of Understanding
By and Between
The Homestead at Anoka, Inc.
And**

United Food and Commercial Workers Local 663

Addendum: Allow any VOA discretionary bonuses to be paid to union members without negotiations till contract ends.

Memorandums:

Both parties, Labor and Management, agree to start a task force in October to address dining department ratios and enhance pay for employees working two neighborhoods.

Mandated Shifts:

Human Resources and two union members to meet and clarify with staffing the process for mandating shifts including tracking. HR to train all nursing supervisors on process.

FOR THE EMPLOYER:

By: 
Representative for The Homestead at Anoka, Inc.

Date: 12/19/19

FOR THE UNION:

By: 
Paul Crandall, Secretary-Treasurer UFCW Local 663

Date: 12/18/19

APPENDIX A:

**Letter of Understanding
By and Between
The Homestead at Anoka, Inc.
And**

United Food and Commercial Workers, Local 663

Bonus for Working Unscheduled Weekend (All Departments)

In an effort to minimize pool usage, for the duration of this agreement the Employer and the Union agree to the following bonus for working unscheduled weekend:

If an employee works any hours on his/her unscheduled weekend (weekend off) and if her/she works all scheduled hours on the scheduled weekends immediately preceding and following the unscheduled weekend, he/she shall receive a bonus of \$4.00 per hour.

Any overtime for which the employee may be eligible under Article 6(C)4. of the Agreement (consecutive days) shall be waived when receiving this premium. Any overtime for which the employee may be eligible under Article 6(C)2. and 3. of the Agreement (excess of forty [40] hours per week) shall be calculated on the employee's normal hourly rate of pay prior to the premium being applied. Example: hourly rate times one and one-half (1-1/2) plus premium.

This bonus shall apply to employees in all departments of the campus.

FOR THE EMPLOYER:

By: 
Representative of The Homestead at Anoka, Inc.

Date: 12/19/19

FOR THE UNION:

By: 
Paul Crandall, Secretary-Treasurer UFCW Local 663

Date: 12/18/19

APPENDIX B

Letter of Understanding By and Between the Homestead at Anoka, Inc. and UFCW Local 663

One Out of Three Weekend Scheduling

It is agreed by and between The Homestead at Anoka, Inc., hereinafter the Employer, and UFCW Local 663, hereinafter the Union, that the one out of three (3) weekend provision be modified to the conditions herein.

Any current employee who has previously been given the one out of three weekend schedule option will have the right to exercise their option to return to one out of three (3) weekend scheduling. The employees covered by this are:

Lynnett Fahje
Winifred King

Ann Richards
Pam Cielinski

These employees will retain this option until they leave their employment, voluntarily change their schedule, or bid out of their current shift or department. Any employee listed above who has been reduced as a result of short staffing will be returned to their one out of three (3) weekend scheduling by no later than December 31, 1999. No employees currently on the schedule will have their hours reduced in order to facilitate the return to scheduling of one out of three (3) weekends. Those employees working one out of three (3) weekends will not be allowed to use vacation over scheduled weekends. When asked to cut hours on a weekend, those working one (1) out of three (3) weekends will be asked after those working every other weekend. Grandfathered till end of employment.

FOR THE EMPLOYER:

By: 

Representative of The Homestead at Anoka, Inc.

Date: 12/19/19

FOR THE UNION:

By: 

Paul Crandall, Secretary-Treasurer UFCW Local 663

Date: 12/18/19

APPENDIX C

No Benefits Option [Cash Plan Option]

The employer shall offer to all health insurance benefit eligible employees in the facility covered by this contract the option of a wage and benefit package (employer offered and government mandated), or a wage package only, with a higher wage rate. The no benefit option, also known as the "Cash Plan Option", includes only government mandated benefits and the VOANS Health Care Pension Plan, if eligible. Employees choosing the CPO will receive only a wage rate. The employee will receive no paid time off, no ability to obtain the employer group insurance, no short-term disability, no holiday pay, no funeral leave with pay, nor any other employer benefit. However, the CPO employee will receive time and one half for any hours worked during the thirty-two (32) hour Christmas holiday period as defined in the contract.

Newly hired health insurance benefit eligible employees may choose one plan or the other at the time of hire. Newly hired employees will have a thirty (30) day window to decide their choice during which time they will be paid the base rate in the contract for their classification. Current employees in this classification may convert to the no benefit option during a window period from November 1st – November 30th to be effective on January 1st of the following year to the extent allowed of any third-party provider of insurance and the employee meeting all eligibility requirements. Once the employer is given notice that a conversion is requested, earned and accrued PTO must be used up in the next six (6) months, and any other earned benefits will be frozen [i.e., STD], and not available.

Employees will be allowed to return to benefit eligibility during the Benefit open window, with the understanding that their benefit accruals will be similar to a newly hired employee, but with the appropriate years of service applied to the formula. On an emergency basis a No-Benefit employee could return to benefit eligibility if they experience an event defined under Section 125 of the IRS Code. Examples of such events would be marriage or divorce, birth or adoption of a child, changes in work status for you or your spouse or a change in dependent status of a child for health insurance purposes.

During this agreement there will be a ten percent (10%) increase per hour differential over the employee's wage rate if the employee is health insurance eligible and opts for the CPO package.

APPENDIX D

Letter of Understanding By and Between the Homestead at Anoka, Inc. and UFCW Local 663

Wages

Wages	October 1, 2019	October 2020
Dietary/Housekeeping	3% increase	2% increase
Activities	1.50% increase	1.50% increase
Maintenance	2% increase	2% increase
	March 2020	January 2021
CNAs/HHAs	2% increase	2% increase

Anoka Rehabilitation and Living Center Nursing Assistants

Credit for Experience	May 2019	March 2020	January 2021
Start-1 years	\$ 14.50	\$ 14.79	\$ 15.09
2-3 years	\$ 15.00	\$ 15.30	\$ 15.61
4-6 years	\$ 15.50	\$ 15.81	\$ 16.13
7-9-11 years	\$ 16.00	\$ 16.32	\$ 16.65
10 + years	\$ 16.50	\$ 16.83	\$ 17.17

Homestead at Anoka Assisted Living Nursing Assistants

Credit for Experience	May 2019	March 2020	January 2021
Start-1 year	\$ 14.25	\$ 14.54	\$ 14.83
2-3 years	\$ 14.75	\$ 15.05	\$ 15.35
4-6 years	\$ 15.25	\$ 15.56	\$ 15.87
7-9 years	\$ 15.75	\$ 16.07	\$ 16.39
10 + years	\$ 16.25	\$ 16.58	\$ 16.91

TR/AA

Credit for Experience	October 2019	October 2020
Start	\$ 12.49	\$ 12.68
1-3 years	\$12.67	\$ 12.86
4-7 years	\$ 13.06	\$ 13.26
8-11 years	\$ 13.57	\$ 13.77
12 + years	\$ 13.97	\$ 14.18

DA/HK/LA

Credit for Experience	October 2019	October 2020
Start	\$ 10.88	\$ 11.09
1-3 years	\$ 11.14	\$ 11.36
4-7 years	\$ 11.29	\$ 11.52
8-11 years	\$ 11.76	\$ 12.00
12 + years	\$ 12.23	\$ 12.47

Cooks

Credit for Experience	October 2019
Start	\$15.00
1-3 years	\$15.30
4-7 years	\$16.10
8-11 years	\$17.00
12 + years	\$18.00

Maintenance

Credit for Experience	October 2019	October 2020
Start	\$ 15.61	\$ 15.92
1-3 years	\$ 15.92	\$ 16.24
4-7 years	\$ 16.65	\$ 16.98
8-11 years	\$ 17.17	\$ 17.51
12 + years	\$ 17.69	\$ 18.04

The scale above will be applied after subtracting 0 years from the verified proof of actual experience.

Premium Pay: Housekeeping lead to receive \$1.00 per hour premium.

FOR THE EMPLOYER:

By: Nancy L.
Representative of The Homestead at Anoka, Inc.

Date: 12/19/19

FOR THE UNION:

By: Paul Crandall
Paul Crandall, Secretary-Treasurer UFCW Local 663

Date: 12/18/19

Letter of Understanding
By and Between
The Homestead at Anoka Inc.
And
United Food and Commercial Workers Local 663

Addendum to weekend call-in:

If you call off on a scheduled weekend shift to work, and you make up your weekend absence, it will not count as an occurrence. This make-up shift will need to occur on your next unscheduled weekend and will not count as an occurrence one (1) time in a rolling calendar year.


For Example, if you are scheduled to work October 14, 2017 and call in, using the proper call-in procedure, you will be required to work a full shift the next unscheduled weekend. In this example, the next unscheduled weekend would be October 21, 2017, which you would be assigned a shift to work, in order to have this not count as an occurrence on your attendance tracking.

FOR THE EMPLOYER:

By: 
Representative for The Homestead of Anoka Inc.

Date: 12/19/19

FOR THE UNION

By: 
Paul Crandall, Secretary-Treasurer UFCW Local 663

Date: 12/18/19

Uniform/ Footwear Allowance
By and Between
The Homestead at Anoka Inc.
And
United Food and Commercial Workers Local 663

Uniform/ Footwear Allowance:

All C.N.A's working in Anoka Rehabilitation and Living Center after one (1) year of service will receive a uniform allowance of \$50.00 in 2020 and \$50.00 in 2021. Employee must complete the necessary reimbursement paperwork and provide receipt upon purchase to be reimbursed.

This allowance will sunset at the end of the collective bargaining agreement.

FOR THE EMPLOYER:

By: 
Representative for The Homestead of Anoka Inc.

Date: 12/19/19

FOR THE UNION

By: 
Paul Crandall, Secretary-Treasurer UFCW Local 663

Date: 12/18/19