



And



## Agreement Between

Lakehouse Health Center, New Horizon Foods, Minneapolis, Minnesota and  
**AFSCME** Council 5, Local **3532**

For Dietary Department

Effective October 1, 2024, through September 30, 2027

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**AGREEMENT**

Lakehouse Health Center, New Horizon Foods, Inc. (throughout this Agreement referred to as the "Health Center" or the "Employer"), and the American Federation of State, County, and Municipal Employees Union ("AFSCME"), Council 5, AFL-CIO (throughout this Agreement referred to as the "Union"), on behalf of employees of the Health Center covered by this Agreement have, effective October 1, 2024, agreed as follows:

**ARTICLE 1 - GENERAL STATEMENT OF PURPOSE**

It is the intent and purpose of the parties to this Agreement that, as provided in the following specific articles, it shall promote and improve industrial relations between the Health Center and the Union; and between the Health Center and its employees; accomplish and maintain the highest efficiency of work; provide methods for a prompt and peaceful adjustment of problems concerning which differences of opinion may arise; insure against any interruption of work, slow down, or other interference of work; strengthen goodwill, mutual respect and cooperation; and set forth the basic agreement covering rates of pay, wages, hours of work, and other conditions of employment to be observed between the parties to this Agreement.

**ARTICLE 2 - RECOGNITION**

2.1 Certified Representative.

The National Labor Relations Board, 18th Region, in Case No. 18-RC-17157, on May 10, 2007, certified after a directed election held July 30, 2003, and the National Labor Relations Board, in Case No. 18-RC-17146 on April 25, 2007, certified after a directed election held May 30, 2003, that the Union was selected by a majority of certain employees of the Health Center within the collective bargaining units at its facility located at 3737 Bryant Avenue South, Minneapolis, Minnesota 55409, as the sole and exclusive bargaining agency with respect to rates of pay, wages, hours of work, and other general conditions of employment. The Health Center by this Agreement recognizes the Union as the sole and exclusive bargaining agency for those employees of the Health Center in the appropriate bargaining units as set forth in this Article.

2.2 Designated Bargaining Units:

The term "employee" or "employees" as used in this Agreement shall refer to all hourly-paid employees of the Health Center located at 3737 Bryant Avenue South, Minneapolis, Minnesota

55409 in one of two bargaining units covered by this agreement, in the following occupations only, as more specifically described in the Certifications of Representative dated in 2007, as follows:

**Dietary Bargaining Unit:**

All full-time and regular part-time employees employed by the Employer at its 3737 Bryant Ave. So., Minneapolis, Minnesota facility in the following classifications: cook, tray line aide/dishwasher, production aide, dietary aide who have regularly averaged four or more hours per week during the 13 weeks prior to October 24, 2024, and employed during the payroll period ending October 30<sup>th</sup>, 2024.

**2.3 Respect of Parties' Representatives.**

In the handling of grievances or contract matters, officer and committee persons (or stewards) of the Union shall duly recognize all representatives of the Health Center in supervisory capacities as part of Management, extend proper courtesy to them, and always give them full cooperation in the interest of mutual understanding and effective and efficient management. Representatives of the Health Center shall conduct their relations with officers and representatives of the Union with proper courtesy, and in a manner which shall be conducive to good relations between the Union and the Health Center.

**2.4 Harmonious Relationship.**

In the interest of harmonious relations and genuine collective bargaining, the Union shall not distribute or post on the Health Center's premises at any time materials of a political nature or a derogatory nature regarding the Health Center, its products or services, or its employees. Communications between the parties shall at all times be respectful in tone and in a manner intended and reasonably designed to contribute to the building of a constructive and productive working relationship between the Employer, the Union, and the Employees. As a general matter, the parties agree that such communications do not include airing or otherwise communicating about their business or differences to Walker residents or their families under any circumstances.

2.5 Nothing in this Agreement or in the certification of representative shall prevent the Employer from polling employees as to their opinions and preferences regarding the operation of the Health Center or their terms and conditions of employment. The Employer will notify the Union of the polling and its subject matter prior to beginning such polling. Participation in the polling shall be on a voluntary basis for employees.

### **ARTICLE 3 - UNION ACCESS; UNION BUSINESS; BULLETIN BOARDS**

3.1 The Health Center agrees to allow access to the worksite to authorized representatives of the Union for the purpose of conducting Union business so long as such access does not interfere with the Health Center's operations. Access to the Health Center's property or premises shall be subject to the following procedures and conditions:

- A. The representative of the Union shall adhere to the Health Center's regular policies for visitors to the Health Center.
- B. No meetings regarding union business shall take place in or near the resident's rooms. Meetings with an employee or employees shall be held in an employee break room whenever feasible. Upon request, and subject to availability, the Health Center will make reasonable efforts to provide to the representative and employee a private room.
- C. No large group meetings will be held in or on the Health Center's property without express, written advance permission of Health Center management.
- D. Any special request for access to the Health Center property or premises not otherwise provided for in this Agreement shall be made to and discussed in advance with management.

3.2 The Health Center agrees, upon being given sufficient notice, to allow unpaid leave to Union officials for the purpose of conducting Union business. Such leave shall normally be limited to a maximum of ten (10) days in any twenty-four (24) month period for any single employee. No more than five (5) employees of the Health Center, and no more than two (2) employees in any job classification may be excused for union business for the same time period. The Health Center and the Union may agree to allow additional days when circumstances warrant.

3.3 A bulletin board shall be made available to the Union for the purpose of posting notices in non-public areas of the facility regarding Union business, including Union political activities. The Union and the Health Center will share equally in the cost of a suitable locked, glass-door bulletin board.

The Union shall use only such designated bulletin board location(s) for its posting and distribution of materials in hard copy, and shall not post or distribute materials in any other location on Walker premises or where Walker is sponsoring or participating in an event unless during approved Union business time. This excludes information provided to new Bargaining Unit employees upon hire.

3.4 New Employee Orientation.

A Union or worker representative(s) may meet with new employees on the day of the facility's orientation to introduce employees to the Union and the Union Contract. A calendar of the facility's orientation dates will be provided at the beginning of each year. The Union will create and supply copies of a flyer-which will be distributed to new hires at the facility's orientation notifying them of the local union weekly business hour and their requirement to complete their dues deduction card.

**ARTICLE 4 - UNION SECURITY**

4.1 All employees subject to the terms of this Agreement shall, as a condition of continued employment, become members in the Union or pay to the Union a service charge to reimburse the Union for the cost of negotiating and administering this agreement the first working day following the successful completion of the probationary period. The amount of the service charges shall be in accordance with the payment structure established by Minnesota AFSCME Council 5. Employees who fail to comply with this requirement shall be discharged by the Health Center within thirty (30) days after receipt of written notice to the Employee and the Health Center from the Union. The Union shall save the Health Center harmless from any claim of any employee so terminated.

4.2 The Health Center agrees to deduct the Union dues or agency service fees from the pay of those employees covered by this Agreement who sign the Authorization for Payroll Deduction for Union Dues or Fees. The amounts to be deducted shall be certified to the Health Center by a representative of the Union, and the aggregate deductions of all employees who authorize payroll deduction shall be remitted together with an itemized statement, to the representative by the 15th of the succeeding month, after such deductions are made.

4.3 The Union agrees to indemnify and hold the Health Center harmless against any and all claims, suits, orders or judgments brought or issued against the Health Center as a result of any action taken or not taken by the Health Center under the provisions of this Article.

4.4 The Health Center shall furnish the Union each month a list of new employees hired into either of the bargaining units.

4.5 The Employer shall provide a payroll deduction for voluntary employee contributions to the Union's Political Action Committee.

#### **ARTICLE 5 - NO STRIKE, NO LOCKOUT**

##### **5.1 No Strikes.**

- A. The Union guarantees the Health Center, on behalf of itself and each of its members that there will be no authorized strike of any kind, boycott, picketing, work stoppage, slow-down or any other type of organized interference, coercive or otherwise, with the Health Center's business.
  
- B. Employees shall not, for any reason, cause, participate in and the Union shall not endorse or authorize its members or any employee to cause, take part in, or in any way threaten, encourage or sanction any strike or slow-down, sympathy strike, sit-down, stay-in, walk-out, or any other action which shall restrict, curtail, interrupt, or interfere with the Health Center's business.
  
- C. The Union shall in good faith do everything lawfully within its power to prevent such conduct, and to immediately stop it if it occurs.

##### **5.2 No Lockouts.**

During the term of this Agreement, provided the Union and the employees comply with the provisions of this Article, the Health Center will not lock out the employees.

##### **5.3 Prohibitions on Union or Employee Participation in Strikes.**

Under no circumstances shall strikes, sympathy strikes, stoppages of work, walkouts, slowdowns, sit-downs, picketing, boycotts, refusals to work or perform any part of duty, or other interferences with, or interruptions of, the normal conduct of the Health Center's business, be ordered, sanctioned, permitted, or enforced by the Union, its officials, agents or stewards; nor shall lockouts be ordered, sanctioned, permitted, or enforced by the Health Center, its officials or agents. In addition to other remedies that may be available to the Health Center, any employee who participates in such action may be subject to immediate discharge. In any arbitration, the affected employees may arbitrate only the fact of their participation.



## ARTICLE 6 - MANAGEMENT RIGHTS

### 6.1 Management of Facility.

The Health Center retains the sole and exclusive rights to manage its plants, direct its working forces, and take such measures as management may determine to be necessary for the orderly, efficient, and fiscally responsible in alignment with the mission of the Employer's nonprofit organization, including but not limited to the right:

- A. To determine the size and composition of the work force, employees' duties, and the number of hours to be worked. These prerogatives shall include, but not be limited to, the sole and exclusive right to hire, promote, layoff, assign, transfer, suspend, discharge and discipline employees. Nothing in this paragraph is intended to restrict the Union's ability to challenge through the grievance procedure, up to and including arbitration, disciplinary actions or violations of other articles of this Agreement related to layoffs, schedules, assignments or transfers.
- B. To make consolidations, discontinue or create departments, and close or relocate its facilities.
- C. To determine the kind and character of work to be done, including quality and quantity of production.
- D. To determine processes and techniques of service, types of equipment used, and institute technological changes.
- E. The decision to subcontract work will rest solely with the Health Center.
- F. Management will give the Union three (3) months' notice of any intent to subcontract work performed by bargaining Unit members and will, upon written request, meet with the Union to discuss ways to minimize loss of bargaining unit jobs.

### 6.2 Retained Rights.

Management rights of the Health Center shall, without limitation, be solely and exclusively retained by the Health Center, except as specifically and to the extent limited by this Agreement. The Health Center retains these rights whether or not specifically mentioned herein and whether or not heretofore exercised.

### 6.3 Rules and Policies.

The Health Center shall retain, without limitation, the right to promulgate reasonable rules, policies, or procedures concerning the operation of the Health Center that are not in conflict

with this agreement. All written policies and all procedures currently in effect, which are not specifically contradicted by this Agreement, shall remain in effect. No past practice, policy, or procedure existing prior to the effective date of this agreement, whether written or unwritten, shall be deemed a binding past practice.

## **ARTICLE 7 - SCHEDULING AND HOURS; OVERTIME**

### **7.1 Pay Periods.**

Pay periods cover a period of 14 consecutive days, ending at 10:59 pm on alternate Wednesdays. Pay days are the Tuesdays following the end of the pay period. An employee may obtain a yearly schedule of pay days to assist with his/her personal financial planning. Exceptions to this pay period cycle apply to those employees on special scheduling options, such as On Call or WOSO.

### **7.2 Time Records.**

Employees have the responsibility to ensure the accuracy of their time records. Under no circumstances may one employee alter and/or falsify a time record of any employee. Altering or falsifying employee's time record would include punching in or out by someone other than the employee or an authorized supervisor. Altering or falsifying an employee's time record may be grounds for immediate termination for each employee involved.

### **7.3 Overtime.**

The basic work period is 40 hours per week.

- A. Overtime pay (1 1/2 times regular pay) will be paid for all overtime hours worked over 40 hours per week
- B. Overtime pay is based on actual hours worked. Flex Hours, holiday hours and hours spent attending optional in-services are not included in time worked for overtime purposes. (Special guidelines exist for an employee working certain scheduling options, for example, on-call or WOSO.)

7.4 Employees shall not be required to work more than alternate weekends (Saturday, Sunday), unless mutually agreed or in an emergency situation including an inability to find other staff. This provision does not apply in situations when an employee calls in on a regularly scheduled or mutually agreed upon work weekend.

7.5 Weekend Only Staffing Option (WOSO). The Employer will maintain a Weekend Only Staffing Option. Modifications to this program will be discussed with the Union prior to implementation.

7.6 Scheduling of relief periods (meal breaks and rest periods) shall be done by the Employer. Rest periods shall be fifteen minutes long. All rest periods shall be paid. Any meal break of more than twenty minutes shall be unpaid. Any modification of the normal work day schedules shall need prior approval of the department manager or department head.

7.7 An employee who has been scheduled for additional hours beyond their regular schedule who has not been notified not to report prior to his or her scheduled starting time shall be guaranteed a minimum of two (2) hours of straight-time pay at his or her regular (base) hourly rate. In the discretion of management, the employee may be assigned any work within the scope of their regular duties. The provisions of this Article shall not apply, however, when the employee cannot be reached by telephone or when the failure of the Company to provide work is caused by work stoppage, labor dispute, storm, flood, unavailability of power or utilities, fire, explosion, or any other condition beyond the control of the Company. To qualify for the reporting guarantee an employee must accept such work assignment as may be made by the Health Center provided that such work is within the scope of their regular duties. If the work is refused, report-in-pay is forfeited.

A. The provisions of this Section shall not apply when work is unavailable because of reasons beyond the Health Center's control including power failure -Health Center or area, work stoppage, fire, explosion, flood, storm, labor dispute, or acts of God. Nor shall these provisions apply if the Health Center has made a good faith effort to contact an employee about the unavailability of work but is unable to do so.

8. Notification to Employees not to report means reasonable efforts by management to communicate with the Employee. Reasonable notice to the Employee who is not on premises shall be deemed to be notice at least 120 minutes (2 hours) in advance of the start of the scheduled or called-in shift by posting at the Scheduling Office, contact by telephone, cell phone, pager, e-mail (including text-messaging), or personal, communication by the Scheduling Office or a supervisor; such notice to be at least 1 hour if the employee is on premises.

C. Employees returning from an approved leave of absence shall be required to notify the Company on the work day prior to their return so that the Company may properly schedule the work force. Employees failing to do so shall not be eligible under the provisions of this Article, and may be subject to discipline under the leave and attendance policies. Failure to return on time may also be considered a break in service as defined in Article 8.2.

7.8 Changing Clothes Not Counted as Work Time.

Employees may change from "street" clothes into "scrubs" or similar uniforms either at home or at the Health Center. However, regardless of where an employee changes clothes, such time shall not be considered as work time for any purpose.

7.9 Parking of Vehicles Not to be on Paid Time. Employees shall not clock in before parking their vehicles.

7.10 Under no circumstances shall premium or overtime pay be computed on other than the basic hourly rate, nor in any "pyramided" manner, and the overtime pay provided in this Agreement shall be in full satisfaction of the overtime pay requirements of any federal or state law. An employee shall not be paid both daily and weekly overtime for the same hours worked.

7.11 Additional hours posted for coverage by the Employer shall be awarded to the most senior employee with the least amount of overtime (including time to be worked on the posted shift) who volunteers to pick up that shift; provided that an employee with an unexcused absence in the current or last (preceding) pay period shall not be eligible for such seniority-based preference.

7.12 For employees who are already at work and whom Walker asks to, and who do, pick up an additional shift for the same workday, Walker will provide a meal in the facility cafeteria or a roughly equivalent meal from Avenue C (self-serve area). Walker retains the right to manage the logistics of providing such meals.

**ARTICLE 8 - EMPLOYEE BENEFIT PROGRAM**

8.1 Flex Hours, Short Term Disability.

Hours for Flex and Short Term Disability accounts are earned based on the number of regular hours scheduled and worked each pay period.

Flex Hours may be used after three months of continuous employment. Vacation requests and granted vacation time are normally limited to two weeks or the amount of Flex Time the employee has available, whichever is less. The Employer is permitted to consider requests for

longer vacations of up to six weeks' duration; and in order to receive any consideration for approval a vacation request of more than two consecutive weeks (14 calendar days) must be submitted no less than 60 days in advance and must not be for more Flex Time than the employee has available to use. If such conditions are met the Employer will use reasonable efforts to grant the request if it can do so without any significant cost, but such submission does not guarantee that the request will be approved.

*For full-time, regular part-time, and part-time employees not on special scheduling plans*

Length of Service	Up to the 5th Anniversary Date	From the 5th Anniversary Date to the 11th	From the 11th Anniversary Date & After
Accrual Rate	.0654 Flex Hours/Hours Worked	.0846 Flex Hours/Hours Worked	.1039 Flex Hours/Hours Worked
Maximum Accrual Per Pay	5.232 Flex Hrs./80 Hours	6.768 Flex Hrs./80 Hours	8.312 Flex Hrs./80 Hrs.
Total Flex Hours Per Year	136 Flex Hours	176 Flex Hours	216 Flex Hours
Maximum Accumulation **	320 Hours	320 Hours	320 Hours

*\*\* When this maximum is reached, no additional flex hours will accumulate until the balance falls below the maximum*

**Short Term Disability.**

This program is designed to give employees some income protection in the event of an illness or disability that prevents them from reporting to work for four or more consecutively scheduled work days. Regular part-time and full-time employees earn STD hours up to a maximum of 48 hours per year. Employees may accumulate a maximum of 240 hours in the STD account. Hours earned may be used after six months of continuous employment.

**8.2 Types of Leaves**

- A. The Health Center may grant an unpaid leave of absence if justified by illness, accident, or compelling personal reasons, or as required by law. When a leave of absence is granted, it usually is on the premise that regular employment will resume when the absence is no longer required. Other than leaves required by law, a leave of absence is a privilege, not a right, and is granted at the discretion of management. Leaves required by Federal law include Military Duty and FMLA. Leaves allowed by State law include Parental Leave, Sick Child Leave, Organ Donation, and Bone Marrow Donation. If not specifically addressed in this Agreement, details regarding leaves of absence are set out in the Employee Handbook.

- B. All leaves of absence must be discussed with and approved by the employee's supervisor and Human Resources. Forms for requesting a leave of absence are available from supervisors or Human Resources. When possible, advance notice of a leave should be provided to the Health Center so work schedules can be adjusted accordingly. No leave of absence shall be granted for gainful employment, nor shall any employee accrue seniority during such leaves of absence. Any leave of absence for more than eighty (80) hours shall extend the employee's anniversary date by the length of the leave of absence. Employees on unpaid leaves of absence shall not accumulate hours for the purpose of wage progressions or other benefits.
- C. Jury Duty. When an employee receives notice of jury duty, he/she shall notify his/her supervisor at once. He/she will be given leave for such jury duty and will be paid for any scheduled hours for lost time due to jury service, up to eight (8) hours a day for five (5) days, provided the employee submits documentation to his/her supervisor of jury service on the dates claimed. When an employee is excused from service, the employee will report to work for any scheduled hours. In addition to receiving jury pay, employees will be compensated by the Employer, based upon their usual scheduled days and hours. Management will make equitable adjustments to schedules for WOSO and night staff employees if necessary. Employee may retain jury duty pay and travel expenses issued by the governmental authority.
- D. Personal. A Personal Leave of Absence of up to 30 days may be granted by the employee's supervisor if all available flex hours have been used and the employee needs additional time away from work without terminating employment. A Personal Leave is granted only if it does not interfere with the operations of Walker. Such factors as length of employment, job performance, and department workload will be taken into consideration when granting or not granting the leave. During the leave period, Walker's contribution to the medical, dental, and life insurance plans will continue for up to 30 days. During this time period, employees are responsible for paying their share of the premium cost. For leaves extending beyond 30 days, employees can continue coverage, under COBRA law, by paying the full monthly cost until returning to work or up to 18 months. Note: An employee is eligible for this leave after one (1) year of employment at Walker.
- E. Funeral Leave. Employees may be eligible to use funeral leave due to the death of an "immediate family member," as defined in this Section. Employees should notify their supervisor as soon as possible regarding the need for this leave. Supervisor/designee approval is required. Note: To be eligible, employees must have completed their first 90 days of employment.

- F. Employees may be eligible for a maximum of up to three (3) days of funeral leave and will be paid at their straight-time rate (up to a maximum of 24 hours at the employee's straight time rate) for the death of an "immediate family member," defined as follows:

Wife  
Husband  
Son  
Daughter  
Mother  
Father  
Brother  
Sister  
Step-child  
Immediate in-law (father, mother, sister, brother)  
Grandparent  
Grandchild  
Life partner  
Significant Other  
Legal guardian or legal ward

### 8.3 Cashing-in Flex Hours.

- A. Non-exempt employees who achieve perfect attendance for a quarter cycle during a calendar year (January through March, April through June, July through September, and October through December) are eligible to be paid up to 25% of their flex hours balance at 100% value during the first month that begins the next cycle (i.e., April for the first quarter, July for the second quarter, October for the third quarter, and January for the fourth quarter).
- B. All non-exempt employees who do not achieve perfect attendance for a quarter cycle during a calendar year (January through March, April through June, July through September, and October through December) are eligible to be paid up to 25% of their flex hours balance at 75% value during the first month that begins the next cycle (i.e., April for the first quarter, July for the second quarter, October for the third quarter, and January for the fourth quarter).

### 8.4 Donation of Flex Hours.

Employees may donate accumulated Flex Hours to aid another employee with a personal/family crisis subject to any tax law-required terms. All requests for a donation or to

donate shall be made to the Human Resources Department for verification and prior approval by management.

8.5 Flex Hours Requests.

- A. Workers who submit a request for flex hours at least two (2) months in advance shall receive a written response from management within ten (10) business days.
- B. Workers who submit a request for flex leave at least two (2) weeks in advance shall receive a written response from management within three (3) business days.
- C. Workers who request flex leave due to emergencies or unforeseen circumstances or events shall receive a written response from management within one (1) business day.

8.6 Flex Hours upon ending employment

- A. Employees who turn in a written two week notice are eligible to receive their flex hours paid out. Employee must work the whole two week period and maintain perfect attendance during this time. Any tardies, call outs or failure to work the full notice will forfeit the PTO pay out.
- B. Any employee who is terminated from their position is not eligible for PTO payout
- C. Any employee who quits without a proper two week notice is not eligible for PTO payout.

**ARTICLE 9 - HOLIDAYS**

9.1 The following days will be considered Holidays:

New Year's Day	January 1st
Memorial Day	The last Monday in May
Independence	July 4th
Day Labor Day	The first Monday in September
Thanksgiving Day	The fourth Thursday in November
Christmas Eve	December 24th
Christmas Day	December 25th

Employees shall be eligible for holiday pay provided that they work on their scheduled day before and their scheduled day after the holiday.

An employee who is scheduled to work on a holiday and fails to do so forfeits his or her holiday pay.

If employees work on the holiday, they will be paid double time. If employees work overtime on



the holiday, they will be paid 2x their base rate. Full-time employees and Regular Part-time Employees who do not work on the holiday will receive straight time pay equivalent to the number of hours they normally receive for one full shift. Part-time employees working less than 20 hours per week are not eligible for holiday pay.

## **ARTICLE 10 - INSURANCE**

10.1 The Employer will make available a group health insurance benefit to full-time employees and to others in compliance with applicable state and federal pay-or-play mandates. The Employer and employee will share in the cost of premiums in the same percentage cost-share split for the same plans offered as Walker offers its employees who are not in the Bargaining Units. The Employer will use its best efforts to secure and make available as many plan designs as reasonably feasible from which eligible employees may choose. Plan design and the number of different plans offered will be at the Employer's discretion and in compliance with applicable law. Plans, plan designs and premiums will be subject to change from year to year during this Agreement in the Employer's discretion. The Employer shall provide the Union notice of changes to those plan designs and plan offerings at least 45 days prior to the open enrollment period or as soon thereafter as feasible under the circumstances.

10.2 To obtain and maintain health insurance coverage an eligible Employee must enroll and authorize payroll deductions for the employee share of such premiums that is not covered by the Employer contribution set forth above.

10.3 In accordance with applicable laws, the employer will maintain a flexible spending account ("Section 125 Plan") for Employees to pay for Insurance premiums and other medical and day care expenses.

10.4 The Employer will create an advisory committee of employees and administration/management to review and discuss the year's health insurance market and potential options for employee health insurance to be offered during open enrollment for the following calendar year. The purpose of this committee is to give employees a view into the creation and selection of health insurance options and an opportunity to express opinions and preferences relative to generating and selecting options that might be optimal for various employees in different situations. The committee shall automatically dissolve each year upon the opening of the Walker open enrollment period. For any year in which the committee is created, the Employer will select non-Bargaining Unit employees as representatives for this Committee from among its various locations. The Union will select one member from each of the two Bargaining Units. The committee will receive such information and materials for discussion as reasonably selected by Walker or its designee(s) to serve the committee's purpose in the discretion of management. The committee will have no decision-making or bargaining authority but employees will be permitted to respectfully voice to Walker Management their respective interests, concerns and preferences throughout the investigative process of

investigation, creating, and selecting insurance options, including the shared interest of employees and the Employer in ensuring as much as possible that health insurance costs remain at a level to support employee participation.

#### **ARTICLE 11 - OTHER BENEFITS**

11.1 The Employer will provide Employees with \$10,000 Basic Life insurance coverage for all employees working at least 20 hours per week, with the option to purchase additional coverage at the Employee's expense.

11.2 The Employer will provide Employees with a voluntary pre-tax retirement savings plans (401(k)).

11.3 The Employer will continue to provide a Tuition Reimbursement & Student Loan Repayment program in accordance with its existing policies. The Employer agrees that its Tuition Reimbursement and Student Loan Repayment policies will be applied equally to all members of the bargaining unit.

#### **ARTICLE 12-WAGES**

A. All employees will be paid a wage not lower than the applicable minimum wage for employees working in the City of Minneapolis. The wage rates for employees in effect as of October 1, 2024, shall remain in effect throughout the term of this Agreement, except as otherwise required by law or provided in Section 12.3 of this Article.

B. **WAGES**

- **Wage Increases.** All staff employed prior to October 1, 2024 who have not received an increase since May of 2024 will receive a 3% Increase. An employee may receive either a market increase to the wage scale or a 3%. On October 1, 2025, and October 1, 2026-2027, all current employees will receive an increase of 3% to their wage rate unless employee received a rate increase during the year. Change in position rate increase does not count as nor can it replace an annual increase.
- **Minimum Wage Rates.** The minimum wage rates for each classification will be as shown in the following table:

<b>Classification</b>	<b>Start</b>	<b>5 yrs</b>	<b>10yrs</b>	<b>15 yrs</b>	<b>20+ yrs</b>
Cook	<b>\$17.00</b>	<b>\$19.00</b>	<b>\$21.00</b>	<b>\$23.00</b>	<b>\$25.00</b>
Dishwasher	<b>\$16.00</b>	<b>\$16.50</b>	<b>\$17.50</b>	<b>19.00</b>	<b>\$21.00</b>
Production Aide (Server)	<b>\$16.00</b>	<b>\$16.50</b>	<b>\$17.50</b>	<b>\$18.50</b>	<b>\$19.50</b>

Employees who reach the benchmarks during the life of this Agreement shall receive the rate shown for the applicable year for those benchmarks, if they have not already reached such rate, effective on the first September 30 after they reach that longevity benchmark.

- C. Market Rate Adjustment. On October 31, 2024, all current employees will receive a market rate adjustment to their wage rate that was in effect on October 31, 2024. This is to ensure all employees are at the new agreed upon wages. Anyone at the current rate that has not received an increase in the past 5 months will receive a 3%.
- D. Wage Increase on Completion of Probation. Employees on probation will receive a twenty-five (\$0.25) wage increase upon completion of probation.
- E. Perfect Attendance Incentive. Walker Methodist will provide a voluntary Perfect Attendance program where Bargaining Unit employees may earn a lump sum monetary incentive of a minimum of \$200 per quarter. Perfect Attendance is defined as: UltiPro/On-Shift time clock verification only; no tardies; no call-ins; no missed punches; no early leaves. Approved or other absences provided for under the New Horizon Foods Policy will not count against the Perfect Attendance Program.
- F. Shoe Allowance. All employees are eligible to receive 50% off, up to \$30, a pair of non slip shoes when ordered through Shoes for Crews and New Horizon Foods. Deductions for the remaining balance will be taken in two equal payments from the employee's check. Employees must stay employed for six months or they will have to pay back the discount on the next check. Employees can order as many shoes as they would like, but can only get the discount once a year.

### **ARTICLE 13 - GRIEVANCE PROCEDURE**

13.1 If any disagreement or dispute arises between the parties as to meaning, interpretation or application of the terms of this agreement, or as to the rights of either party under this agreement, the matter shall be handled in the simplest and most direct manner and, unless the procedure or any part thereof is waived by mutual consent, the matter shall be taken up immediately as follows. The employer will grant a necessary and reasonable amount of time off during working hours to the union representative for the investigation and presentation of the grievance.

Step 1: The employee, with or without a Union representative, shall discuss the grievance with his/her immediate supervisor as promptly as possible, but not later than fourteen (14) calendar

days after the alleged contract violation. In no case shall the selection of a steward result in undue delay of the meeting. If no mutually satisfactory solution is found within fourteen (14) calendar days after the meeting between the Employee and the Supervisor, and the Employee and the Union desire to pursue the grievance, a written statement of the grievance shall be filed with the Health Center within fourteen (14) calendar days of such meeting. The written statement of the grievance shall be sent by certified mail, return receipt requested, or personal delivery.

Step 2: When the grievance is submitted in writing as provided in Step 1 above, a meeting between the Union and an authorized representative of the Health Center will be held within fourteen (14) calendar days of the receipt by the Health Center of the written grievance. Within fourteen (14) calendar days after the conclusion of this meeting the Health Center will provide its written decision to the Union.

Step 3: If no mutually satisfactory solution is reached in Step 2 as provided above, the Union shall notify the Health Center in writing within fourteen (14) calendar days after receipt of the Health Center's Step 2 answer of its desire to proceed to Step 3. Within fourteen (14) calendar days after the Health Center receives the notice of the Union's desire to proceed to Step 3 a meeting will be held between the Union representative and the Administrator of the Health Center or his/her representatives. Within fourteen (14) calendar days after the conclusion of this meeting, the Health Center will provide its written decision to the Union, unless the time is extended by mutual agreement. If the matter has not been satisfactorily disposed of in this step, then either party may demand arbitration of the grievance by giving written notice to the other party within the next fourteen (14) calendar days. The arbitrator shall be selected from a list of eleven (11) neutral arbitrators to be submitted to the parties by the Bureau of Mediation Services (BMS).

For any arbitration of a grievance under this Agreement an arbitrator must be selected within 90 days of the date on which a timely written demand for arbitration is received by the other party, and must be heard by the arbitrator within 180 days of such date; provided however that if the arbitrator does not have available dates within such time the parties will agree on a hearing date the arbitrator has available that is reasonably close in time to such deadline; and if there has been no arbitration hearing by such deadline or its reasonable extension per the condition in the foregoing phrase, the grievance will be considered denied and no arbitrator shall have any power or authority to hear the grievance or to make any award on that grievance thereafter except by mutual written agreement of the Union and the Employer to extend such deadline.

### 13.2 Grievances To Be Expedited.

- A. Safety. Any such dispute which alleges a work assignment contrary to safety rules shall be submitted to the grievance procedure at Step 2.

8. Policy Grievances. Grievances of a general or policy nature may be initiated by the Union in Step 3 of the Grievance Procedure, and if no satisfactory answer is given in Step 3, the Union may refer the grievance through the balance of the Grievance Procedure, subject to the terms and conditions thereof.
- C. Health Center Grievances. In the event the Health Center shall consider that it has any grievance against the Union or against any employee covered by this contract, the Health Center shall have the right to present such grievance to the Union and have such grievance disposed of under the grievance procedure herein provided for, starting in Step 3.
- D. Group Grievances. A grievance which allegedly affects a substantial number or class of employees may be presented at Step 2 of the grievance procedure within fifteen (15) days from the date of occurrence. The class action or group grievance shall identify the employees within the class or group who are affected.

- Decision Final Unless Advanced.

Management's reply to a grievance will be considered final at any step of the grievance procedure and the grievance closed, if the grievance is not advanced by the Union to the next step of the grievance procedure within the time limits specified herein for the successive steps of the grievance procedure.

- First and Second Step Settlements Have No Precedent.

The settlement of a complaint in the First and Second Steps of the grievance procedure shall not constitute a precedent in settlements in the grievance and arbitration procedure unless the parties agree otherwise in writing.

- Mediation Prior to Arbitration if Parties Willing.

After a grievance has been appealed to arbitration, but prior to scheduling same, a representative of the Union shall meet with representatives of the Health Center in an effort to settle such grievance prior to arbitration. If both parties are willing, such settlement efforts may include non-binding mediation.

- Arbitration Available Only During Contract Term.

The right to use the arbitration procedure will only be available during the term or written extension of this Agreement. Upon the termination of this Agreement, the right to use the arbitration procedure will cease unless the action forming the basis of the grievance arose during the term of the Agreement.

- Disciplined Steward May Request Another Union Representative.

If the employee to be disciplined is a steward, the steward may request the presence of a

different steward as representative. Any steward presenting a disciplinary matter to the Health Center must be in good standing and not on disciplinary probation with the Employer.

- Parties May Agree to Waive Steps or Proceed to Arbitration.

Nothing herein shall prevent the Health Center or the Union from agreeing in writing to waive one or more steps of the procedure or from agreeing to submit a grievance directly to Arbitration.

- All Contractual Controversies Settled by Grievance Procedure.

Any controversy arising out of the interpretation or application of the terms and provisions of this Agreement shall be settled by the grievance and arbitration procedure.

- Grievance Representatives in General.

For grievance purposes, the Health Center will recognize Union Stewards provided the Union has furnished the Health Center in writing the names of the stewards. The number of stewards necessary to adequately represent the employees of the Health Center will be determined by mutual agreement of both parties to this Agreement.

- Settlement of Grievances.

Any settlement or agreement reached in resolution of a grievance after its written submission shall be reduced to writing and signed by both parties.

- No Precedent for Oral Settlements.

Any oral settlements will be non-precedent setting.

- Expenses of Arbitration.

The fees and expenses of the arbitrator shall be shared equally by the Health Center and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

- Authority of Arbitrator.

- The Arbitrator shall have power to rule upon the full merits of the dispute between the parties and shall have the power to order performance either prospectively or retroactively.

The arbitrator shall require compliance with the procedural requirements of this Article and the arbitrator's jurisdiction shall be limited to the interpretation of the provisions of this Agreement as applied to the facts. The arbitrator shall have no authority to alter, modify, eliminate or add to the terms of this Agreement unless mutually agreed upon in writing by the two parties.

#### **ARTICLE 14- DISCIPLINE AND DISCHARGE**

14.1 The Employer shall not discipline an employee without cause. A written notice of any discharge or disciplinary suspension shall be given to the employee and a copy thereof sent to the Union. The Union shall also be furnished with copies of any written reprimands that may be issued to an employee. An employee shall be entitled to inspect evaluation reports, disciplinary notices, attendance records, or other items contained in the employee's personnel file if they are a basis for discipline.

14.2 Discipline shall normally be administered in a progressive fashion, in the following order: verbal reprimand, written reprimand, suspension, and termination. The Health Center reserves the right to initiate the disciplinary process (up to and including discharge) without prior offenses or warning when necessary, to skip over any progressive discipline steps, and to administer discipline as it deems appropriate to protect the Health Centers and its residents best interests. Discipline may begin at any step and the steps may be employed in any order.

14.3 Should the Employer feel the need to suspend an Employee from his/her regular work schedule pending an investigation, the Employee will be made whole for any loss of regularly scheduled work time in the event the Employer does not find cause for discipline.

14.4 In connection with investigatory interviews of an employee conducted by the Employer in which an employee reasonably believes that such investigation could result in disciplinary action, an employee upon his/her request shall be entitled to have a steward or business agent of the Union present.



## ARTICLE 15 - SENIORITY, LAYOFF AND BREAKS IN SERVICE

10.1 Seniority shall be continuous service with the Health Center calculated from the first day of regular employment or reemployment following a break in continuous service. In the case of employees hired through an outside agency or "pool;" such service shall not be included.

10.2 In the event layoffs are necessary, the employer shall lay off, by department, in inverse order of seniority within the classification, after first seeking volunteers for layoff. Except in an emergency, the Employer will give at least two (2) weeks' notice of its intention. An Employee suffering layoff will have the right to exercise their seniority rights to return to any previously held classification, provided they meet the current qualifications for that classification and held that position within the preceding six (6) months.

10.3 Employees on layoff shall be recalled from layoff in order of seniority. An employee recalled from layoff must report to work within seven (7) calendar days after date of written notice of recall, given by the Company by certified mail and addressed to the employee at the employee's last address appearing in the records of the Company (the letter of the Company shall be considered as received if it is marked "undeliverable" by the U.S. Postal Service).

10.4 The seniority date of each employee shall be as it is shown in the personnel records of the Health Center as of the date of the signing of this Agreement. From and after such date, the seniority record of all employees covered by this Agreement shall be maintained by the Health Center. Within sixty (60) calendar days from the date of the signing of this Agreement, the Health Center will post a list showing the seniority of each employee covered by this Agreement. A copy of the seniority list shall be given to the Union. The seniority of each employee on the list shall be considered as correct and accepted by the Union and each employee listed unless objection is made to such seniority list within thirty (30) calendar days

after the date of posting. A seniority list, revised, according to changes, if any, that have occurred, shall thereafter be furnished to the Union on a semi-annual basis.

10.5 Probationary Employees. New employees, and those hired after a break in continuity of service, will be regarded as Probationary Employees for the first ninety (90) calendar days (starting on the employee's first day of actual work, which includes the on-site orientation) and will receive no continuous service credit during such period. Probationary Employees may be laid off or discharged as exclusively determined by Management. An employee's probationary period may be extended automatically at the instance of the employer for up to ninety (90) additional days, and additional extensions may be requested by the employer and agreed upon with the Union. The Employer will notify the Union of such automatic extension. During the probationary period the Employer may discharge a Probationary Employee without recourse to arbitration as provided by this Agreement. Probationary Employees continued in the service of

the Health Center after the first ninety (90) days shall receive continuous service credit from the date of original hiring.

10.6 Probationary Employees shall not be eligible to use flex time until after they have completed at least three (3) months of employment from their date of hire or re-hire following a break in service.

10.7 Probationary Period for New Classification. An employee who is selected for or transfers into a different classification shall be considered a probationary employee in that classification for the first 90 days of work in the new classification. If such employee does not complete the probationary period, he or she may return to his or her former classification, provided that there is an opening in such classification.

10.8 Continuous service shall be broken and the employment relationship terminated when:

- An employee voluntarily leaves the employ of the Health Center
- An employee is discharged for cause
- An employee has two (2) no-call, no-shows in a "rolling" twelve (12) month period
- An employee fails to report to work within seven (7) calendar days after date of written notice of recall to work after a layoff, given by the Health Center by certified mail, mail with a delivery receipt or other tracking feature, delivery by courier or by personal delivery, and addressed to the employee at the employee's last address appearing in the records of the Health Center (the letter of the Health Center shall be considered as received if it is marked "undeliverable" by the U.S. Postal Service)

- An employee is absent due to a layoff which continues for more than twelve (12) months
- An employee fails to return at the appointed time from any leave of absence
- An employee is retired

#### **ARTICLE 16-APPLICABLE LAW**

The parties recognize that this Agreement is subject to the Constitution and laws of the United States and the State of Minnesota. To the extent that any provisions of this Agreement conflict with the provisions of any such law, it shall be modified only to the extent necessary to comply with such law.

#### **ARTICLE 17 - SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon any successors or assigns of the Employer.

#### **ARTICLE 18 - NO SOLICITATION/DISTRIBUTION**

No employee may solicit for any reason during working time. No employee may distribute literature or other materials during working time or in working areas, which include all patient care areas and patient living, eating, recreation, sleeping and therapy areas. This rule is established for the purpose of preventing interference with work and applies to employees doing the soliciting or distributing as well as employees being solicited or receiving distributions. The employer may promulgate additional rules on this subject consistent with the provisions of this agreement and applicable law.

#### **ARTICLE 19 - LABOR-MANAGEMENT COOPERATION COMMITTEE**

A Labor-Management Cooperation Committee shall be established for the following purposes:

- A. To improve communication between representatives of Labor and Management.
- B. To discuss matters pertaining to scheduling or staffing.
- C. To provide a forum for discussion of the problems of the industry.

- D. To assist employees and employers in solving problems of mutual concern that lie outside the normal grievance procedure and to resolve minor problems before they become formal grievances.
- E. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the industry.
- F. This Committee is not intended to circumvent, replace or modify the grievance procedure.

#### **ARTICLE 20 - DURATION AND RENEWAL**

This Agreement shall be in full force and effective from and after the first day of October 1 2024 through September 30<sup>th</sup>, 2027. This Agreement shall continue in full force and effect from year to year thereafter unless written notice to change or modify or terminate the Agreement is given by either party to the other at least ninety (90) days prior to the expiration date of the Agreement.



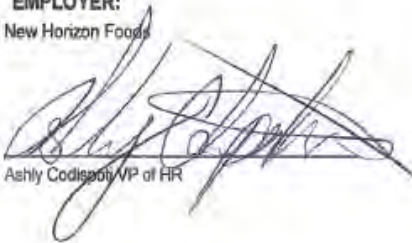


Lakehouse Health Center, New Horizon Foods and AFSCME Council 5, Local 3532  
CBA: Dietary Department

2024-2027

IN WITNESS WHEREOF, the parties' *duly* authorized representatives, as evidenced by their signatures below, hereby express their intent to be bound by the terms of this Agreement.

**EMPLOYER:**  
New Horizon Foods

  
Ashley Codrigan, VP of HR

11/8/24

**UNION:**  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION (AFSCME)  
COUNCIL 5, AFL-CIO

  
Matthew Schirber Field Representative

11/8/2024















