

LABOR AGREEMENT

BETWEEN

**BECKER COUNTY
DEVELOPMENTAL ACHIEVEMENT CENTER**

AND

**AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, MINNESOTA
COUNCIL 65,
LOCAL NO. 881, AFL-CIO**

2020-2022

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PREAMBLE

This Agreement is entered into on **January 1, 2020**, by Becker County Developmental Achievement Center (DAC), hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Minnesota Council No. 65, Local Union No. 881, AFL-CIO, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to:

- Assure sound and mutually beneficial working and economic relationship between the parties hereto;
- Promote harmonious relations between the Employer and the Union;
- Establish equitable and peaceful procedures for the resolution of differences; and
- Establish the rates of pay, hours of employment, and other terms and conditions of employment.

ARTICLE 1. RECOGNITION

- 1.1 **Recognition.** The Employer recognizes the Union as the sole exclusive bargaining agent with respect to rates of pay, hours of employment and other terms/conditions of employment, in a bargaining unit defined by the State of Minnesota, Bureau of Mediation Services as follows:

All employees employed by Becker County Developmental Achievement Center, Detroit Lakes, Minnesota, excluding Supervisory and confidential employees.

- 1.2 **Agreement.** The Union recognizes the Becker County Developmental Achievement Center Board of Directors as the Employer. The Employer agrees that during the term of this Agreement, it will not enter into any agreement regarding terms and conditions of employment of the employees in this bargaining unit with any other labor organization, nor will it enter into any Agreement with employees in the bargaining unit, either individually or collectively, regarding terms and conditions of employment which contradicts the terms of this Agreement.

- 1.3 **Definitions.**

Employee: Unless otherwise specifically stated, whenever the term "employee" is used in this Agreement, the term shall only refer to an employee covered by this Agreement and to no other employee of the Employer.

Regular Full-Time Employee: An employee that works thirty-two (32) hours or more per workweek.

Regular Part-Time Employee: An employee that works less than thirty-two (32) hours per work week and more than sixteen (16) hours per work week. These employees are not eligible for fringe benefits unless otherwise dictated by this contract.

Days: Work Day, the number of hours normally worked, unless otherwise noted.

ARTICLE 2. EMPLOYER AUTHORITY

- 2.1 **Inherent Managerial Rights.** The Union recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.
- 2.2 **Employer Authority.** The Employer retains full and unrestricted rights to operate and manage all facilities and equipment; all rights to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to set the number of positions in the department; and to select, direct, and determine number of personnel; and to perform all other inherent managerial functions, duties, and responsibilities not specifically limited by this Agreement.
- 2.3 **Employer Rules.** The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by work rules, policies, regulations, directives and orders, insofar as such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws. The Employer agrees to notify all employees, in writing, of all rules, policies, and regulations, including any and all proposed changes prior to implementation.
- 2.4 **Reservation of Managerial Rights.** The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent managerial rights and managerial functions not expressly reserved, and all managerial rights and managerial functions not expressly delegated in this Agreement are reserved to the Employer.

ARTICLE 3. NON-DISCRIMINATION.

- 3.1 **General.** The parties shall not discriminate against any employee because of age, race, color, creed, sexual orientation, national or ethnic origin, political or religious affiliation, sex, gender identity, familial status, marital status, physical disability, mental disability, union membership, or non-union membership or activity.
- 3.2 **Union.** The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination by the Employer or any Employer representatives against any employee because of Union membership, or non-union membership, or because of any employee activity in an official capacity on behalf of the Union or for any other cause.

ARTICLE 4. WORK SCHEDULES

- 4.1 **Work Schedules.** The Employer shall designate the work schedule for each employee. The Employer reserves the right to change the existing work schedule if the Employer determines that the change is reasonably necessary to meet the needs of the Employer.

Employees will receive notice of changes in the work schedule as far in advance as is reasonably practicable.

- 4.2 **Out of Class Pay.** If an employee works in a higher classification on a temporary basis for at least one full working day, that employee shall receive pay for the higher classification as out-of-class pay commencing with the first full working day of such work. The employee is to be paid the designated starting wage for the higher classification or an additional two percent (2%) increase over the employee's current rate of pay, whichever is greater.

ARTICLE 5. OVERTIME

- 5.1 **Overtime.** Employees shall be compensated for overtime as required by the Fair Labor Standards Act (FLSA), at the rate of one and one-half (1 ½) times their regular rate of pay for all approved work time in excess of forty (40) hours per work week. All overtime and extra time must be approved in advance by the employee's supervisor.

ARTICLE 6. HOLIDAYS

- 6.1 **Holidays.** All Regular Full-Time Employees shall be paid the following holidays. If employee is on vacation during a holiday, the vacation day will be replaced with the holiday. If the holiday falls on a week-end day, another day will be granted in its place.

New Year's Day-January 1

Good Friday - Friday before Easter Memorial Day - Last Monday in May Independence Day - July 4

Labor Day - First Monday in September Thanksgiving Day - Fourth Thursday in November Christmas Day - December 25

All regular part-time employees shall receive one (1) of the above paid holidays after completing twelve (12) months of service, and two (2) of the above paid holidays annually after twenty-four (24) months of service.

- 6.2 **Holiday Pay.** When an employee is required by Employer to work on a holiday, the employee shall be paid one and one-half (1 ½) times their regular rate of pay.

ARTICLE 7. PAID TIME OFF (PTO)

- 7.1 **Paid Time Off (PTO)** combines the traditional Vacation, Administrative Vacation Leave, Personal Leave, Personal Leave Incentive and Sick leave programs into one paid time off plan. Regular Full-time and Regular Part-Time employees are eligible for PTO benefits. PTO accruals are based upon paid hours up to 2,080 hours per year, excluding overtime. PTO accrues per pay period based upon the hours actually worked. PTO accrues from the first day of employment and is considered "earned" and made available for use after successful completion of the six month probationary period. PTO shall not accrue during a period of unpaid leave of absence.

The following PTO benefits are available to all full-time regular employees. (Part-time employees shall accrue PTO on a pro-rated basis.)

Years of Service	Accrual Rate -- per hour worked	Maximum Accrual
0 to <2 years	.0385	10 days
2 years to <5 years	.0577	15 days
5 years to <8 years	.0846	22 days
8 years to <15 years	.1154	30 days
15+ years	.1347	35 days

- 7.2 Employees utilizing PTO benefits shall receive pay based upon their current straight time rate of pay.
- 7.3 Employees are required to use available PTO to cover any absence during "regularly scheduled hours." Use of PTO is not required if the employer schedules the employee to work less than their "regularly scheduled hours," however, employees may voluntarily choose to supplement these absences with PTO hours.
- 7.4 Time off beyond the available PTO balance, as an unpaid personal leave of absence, may be requested and approved at the discretion of the Executive Director. All available paid leave must be exhausted before unpaid leave may be considered.
- 7.5 PTO may accrue to a maximum balance of 30 days (240 hours). Once the maximum is achieved no further accrual will occur until the balance falls below the accrual limit. Employees will not be paid for hours in excess of the PTO balance.
- 7.6 Employees who separate from employment of the Employer in good standing shall be paid 100 percent (100%) of their accumulated PTO upon separation. Accrued and unused PTO is paid out at termination provided:
 - a. At least two weeks' notice of resignation notice is given, and all required hours are worked.
 - b. Probationary Period has been completed.
 - c. Notice is given to the employer in writing.
- 7.7 Time off requires the use of PTO provided the employee is eligible and has an available balance of PTO benefit.
- 7.8 PTO scheduling shall be in accordance with the following procedure:
 - a. An employee's request of scheduled PTO shall be granted according to seniority and operational needs, with additional consideration given to the order in which requests were received.

- b. Requests for PTO made during a designated Holiday week will rotate between all staff requesting the week off. For example if staff person A and Staff person B both request PTO for the July 4 week and staff person A is awarded the week of July 4th off this year and the same two staff request the week off next year, Staff person B will be awarded the PTO the second year.
- c. The approved PTO schedule shall be posted the first of each month for PTO requests made for the following month.
- d. Employees will be held accountable for ensuring that they have adequate accrued PTO hours to cover a scheduled time off from work.
- e. No employee may "bump" a less senior employee from an approved PTO.
- f. Part-time employees shall accrue PTO on a pro-rated basis.

7.9 **Conversion.** The conversion to a PTO system from Vacation and Sick Leave will occur effective the first full day of the full pay period after ratification of the Labor Agreement dated 2020-2022 by AFSCME employees MN Council 65, Local No. 881, AFL-CIO and the Becker County DAC Board of Directors. Prior to that date, employees will use the existing Vacation and Sick Leave system outlined in the 2017-2019 Labor Agreement. On the first full day of the full pay period after ratification of the Labor Agreement dated 2020-2022 by AFSCME employees MN Council 65, Local No. 881, AFL-CIO and the Becker County DAC Board of Directors., each employee will be credited a starting balance of accrued, unused PTO equal to fifty percent (50%) of the employee's maximum accrual according to the employee's years of service as outlined in Section 8.1. Employees will forfeit any accrued, unused Vacation, Administrative Vacation Leave, Personal Leave, and Personal Leave Incentive, remaining on the first full day of the full pay period after ratification of the Labor Agreement dated 2020-2022 by AFSCME employees MN Council 65, Local No. 881, AFL-CIO and the Becker County DAC Board of Directors. in exchange for the initial balance credited. Any accrued, unused Sick Leave hours remaining on the first full day of the full pay period after ratification of the Labor Agreement dated 2020-2022 by AFSCME employees MN Council 65, Local No. 881, AFL-CIO and the Becker County DAC Board of Directors will be placed in a separate account labeled Extended Medical Leave Bank (EMLB). These hours will not accrue and will not be paid out at separation.

ELMB hours may be accessed following the third consecutive day of absence attributable to the employee's illness and/or disability. EMLB hours may also be used following the third consecutive day of absence attributable to the serious illness or injury of an employee's immediate family. The three (3) day eligibility waiting period, once satisfied, does not apply to recurring absences relating to the original illness or injury when the return to work period is less than thirty (30) days.

ARTICLE 8. COMPASSIONATE LEAVE

8.1 **Compassionate Leave.** Employees of the Employer shall be granted paid days off due to

the death of a family member or friend according to the following schedule:

Up to five (5) paid days off:	spouse/domestic partner, parent, child, son/daughter-in-law or legal ward.
Up to three (3) paid days off: law,	siblings, brother/sister-in-law, parent-in-law, grandparent or grandchild of either the Employee or his/her spouse/domestic partner.
Up to one (1) paid days off: Employee or	aunt, uncle, niece, nephew of the spouse/domestic partner or other relative living in the Employee's home.

Up to one (1) paid day off to attend the funeral of a friend.

ARTICLE 9. HAZARDOUS WEATHER

- 9.1 **Hazardous Weather.** In the event of hazardous weather which necessitates closing the Employer's work site, the Employer will schedule make-up work days and/or allow employees to make up any missed work days as needed, so employees shall suffer no loss of pay. In the event the facility is not operating and employees are not advised it is not necessary to report prior to the start of their scheduled shift, they will be provided two (2) hours report pay, or such hours they actually worked if that time exceeds two (2) hours.

ARTICLE 10. JURY DUTY

- 10.1 Any employee who is summoned for jury duty shall receive his/her regular pay for such period. Any employee shall return to the Employer the amount of jury pay received from the court, less mileage and per diem. If employee is dismissed from jury duty during the work day, he/she must report back to work immediately.

ARTICLE 11. INSURANCE AND DEFERRED COMPENSATION PLAN

- 11.1 **Health Insurance.** Employee's life, accidental death and dismemberment, medical, dental, and long-term disability benefits are provided through an insurance company approved by the Board of Directors to all Regular Full-Time Employees of the Employer, who are regularly scheduled to work at least thirty-two (32) hours per week provided they meet eligibility and election requirements. Regular Part-Time Employees and Temporary/Casual Employees shall not be eligible for this benefit. On an annual basis, the Employer will select insurance plans available for employees and eligible employees may select between available plans. The Employer will form an insurance committee

pursuant to paragraph 19.3, keep the committee informed regarding insurance options annually, and seek input from the committee prior to making a final decision on insurance plans on an annual basis. For 2022, Employer will cover the full premium for the Blue Cross/Blue Shield HSA Plan.

An Employee may purchase spouse health, life, vision, or dental coverage and is responsible for the payment to add a spouse, health, life, vision, or dental coverage.

- 11.2 **Deferred Compensation.** The Employer agrees to sponsor an employee salary deferral plan, according to the "Salary Deferral Plan" section in Employer's Personnel Policies. Eligibility and vesting requirements are set forth in the plan document which shall be made available to employees upon request in the business office. Eligible employees may make contributions to their plan according to plan requirements. The Employer, at its sole discretion, may contribute up to five percent (5%) to each employee's plan annually. Employees are not required to provide any financial match to receive this initial discretionary contribution. The Employer will also contribute a matching contribution, up to five percent (5%), to match any employee contributions.

ARTICLE 12. TRAVEL AND EMPLOYEE EXPENSES

- 12.1 **Travel and Employee Expenses.** The cost for transportation, lodging, meals, conference registration fees, and other reasonable expenses will be covered by Employer for employees when traveling in the course of Employer-related business. All travel resulting in reimbursable expenses must be approved in advance by the Executive Director. The Employer may be billed directly for certain items or the employee incurring the expense may be reimbursed. The request for reimbursement must be accompanied by an appropriate receipt indicating payment against which reimbursement is being requested. All expense incurred by employees in the course of doing business on behalf of Employer must be submitted to the Business Manager each month. When using employee's own automobile for business activities related to Employer's business, employees will be paid mileage at the IRS mileage expense allowance rate. Employees must exercise discretion when traveling and use accommodations which are economical.

ARTICLE 13. PROBATIONARY AND TRIAL PERIODS

- 13.1 **Probation.** Any newly hired or rehired employee shall serve a probationary period of six (6) months. The Employer may terminate an employee's employment at any time during the probationary period at the sole discretion of the Employer.
- 13.2 **Trial Period.** Employees who are promoted to a higher job classification within the bargaining unit shall serve a trial period of not more than two (2) months. The employee shall have a right to return to his/her previous position by giving written notice to the Employer within twenty (20) work days of the employee's first day of work at the higher job classification.

ARTICLE 14. SENIORITY, LAYOFF, AND TRANSFER

- 14.1 **Seniority.** The principals of seniority shall apply in layoffs, recalls, and transfers.
- 14.2 **Seniority Lists.** The Employer shall maintain an appropriate seniority list and provide a copy to the employees upon request.
- 14.3 **Layoff.** In the event of layoff, reduction in force, reduced work hours, or position elimination, in any classification of work, the least senior employee within the classification shall be the employee laid off. The laid off employee shall have the opportunity to bump the employee with the least amount of seniority, in any lower or equal classification the employee previously worked in or is currently qualified to fill. The bumped employee shall then be laid off.

In following this procedure, a full-time employee shall not be required to bump into a part-time position, but may instead choose to be laid off if that is their only option. However, a full-time employee may elect to bump a part-time position. At no time shall a part-time employee bump a full-time position.

Employees shall be given a minimum of fourteen (14) days written notice of layoff.

- 14.4 **Order of Layoff.** Prior to the layoff of Regular Full-Time Employees, the Employer will layoff part-time employees. And, prior to the layoff of part-time employees, the Employer will layoff all seasonal, temporary, and casual employees.
- 14.5 **Recall.** Employees shall be recalled in the inverse order of layoff. Notice of recall shall be by certified mail to the last mailing address which the employee has furnished to the Employer. A recalled employee must respond and report to work within fourteen (14) calendar days of notice of recall. An offer of recall returned by the post office will constitute a refusal of the recall offer. Failure to respond on time to a recall shall constitute refusal of the offer and forfeiture of all rights of recall. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.
- 14.6 **Voluntary Reduction in Workforce.** In the event of a substantial decrease in clients and a reduction in work for the bargaining unit and in place of a layoff as provided above, the Employer may solicit volunteers for layoff to reduce the work force to meet the Employer's ratio of staff to clients. Such voluntary layoff will be for a specific period of time, and when such period is completed, the volunteer(s) will be entitled to return to work in his/her position.
- 14.7 **Rights of Recall.** Recall rights shall cease twelve (12) months after the employee is laid off or if an employee fails to respond to a recall and thereupon such employee shall be deemed separated from employment and shall have no further recall rights.
- 14.8 **Posting.** All vacancies and newly created bargaining unit positions shall be posted internally by the Employer for ten (10) working days electronically, on Union bulletin

boards, and in employee break rooms. The notice shall state the closing date for accepting applications. The Employer shall simultaneously provide the posting electronically and by United States Postal Service to all employees on layoff status. The posting shall state the type of work, hours to be worked, rate of pay, job classification, and a summary of the qualification or eligibility requirements for the position. All bargaining unit applicants shall receive an interview for the position, provided he/she meets the necessary qualifications to perform the duties of the job involved. The Employer will advise the employees within two (2) weeks of the posting whether the position has been filled, whether all applicants have been rejected, or whether applicants are still pending.

- 14.9 **Transfer.** Transfers within a classification or openings within a classification capable of being filled by transfer will be posted. Request for transfer to a vacant position shall be considered by the Employer, but the determination shall be solely at the Employer's discretion. Seniority status applies.

ARTICLE 15. DISCIPLINE AND DISCHARGE

- 15.1 **Process.** Employees shall be disciplined or discharged only for just cause. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident. Oral reprimands shall be documented in the form of a letter to the employee stating the reason(s) for reprimand, corrective action expected on employee, and consequence for future violations (if any).
- 15.2 **Union Representation.** An employee may request that a Union representative be present during questioning concerning an investigation that may result in disciplinary action against that employee.
- 15.3 **Copies of Discipline.** Employees shall receive copies of any disciplinary action and a copy of such shall be forwarded to the Union representative unless the employee objects to sending the Union the copy. All disciplinary records shall state the corrective action expected of the employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an employee, it will be done in a confidential setting.
- 15.4 **Waiver of Procedure.** Parties may by mutual agreement agree to take up a suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the parties.

ARTICLE 16. GRIEVANCE PROCEDURE

- 16.1 **Definition of a Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 16.2 **Processing a Grievance.** It is recognized and accepted by the Union and the Employer

that the processing of a grievance as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time, without loss in pay (during their normal working hours), when a grievance is presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. All grievances must follow the steps designated herein.

16.3 **Grievance Procedure.** Grievances, as defined by this article shall be resolved in conformance with the following procedure:

Step 1 - Informal. An employee claiming a grievance, shall within ten (10) calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor as designated by the Employer. The supervisor will discuss and give an answer to such Step 1 grievance within seven (7) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2 - Formal. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. Such meeting shall be held within seven (7) calendar days. The Employer-designated representative shall give the Union the Employer's Step 2 answer, in writing, within seven (7) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designee's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3 - Board of Directors. If appealed, the written grievance shall be presented by the Union and discussed with the Board of Directors or designee. Such meeting maybe waived by agreement of the parties. The Board of Directors shall give the Union the Employer's answer in writing within fourteen (14) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Board of Directors or designee's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4 - Mediation. If the grievance is not resolved in Step 3 of the grievance procedure, the grievance shall be submitted to the State of Minnesota, Bureau of Mediation Services (BMS) for mediation within ten (10) calendar days after the Employer's answer in Step 3. It is recognized by the parties that the intervention of BMS does not preclude either party

from proceeding to arbitration. The use of the BMS is for a possible mediated resolution only.

Step 5 -Arbitration. If the grievance is not resolved at Step 3 or Step 4, it may be appealed to binding arbitration upon the filing of a "Notice of Intent to Arbitrate" with the BMS and Employer within ten (10) calendar days after the receipt of the Employer's written answer at Step 3 or within ten (10) calendar days after the conclusion of a mediation meeting under Step 4 of the grievance procedure, whichever is later. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

16.4 **Arbitrator's Authority.** The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way, the application of laws, ordinances, or rules and regulations having the force and effect of law. The decision shall be based solely on the Arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The parties may, by mutual written agreement agree to submit more than one grievance to the Arbitrator provided that each grievance will be considered as a separate issue and each on its own merits. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representative and witnesses. A transcript may be made of the arbitration proceeding only if both parties agree; the cost of said transcript shall be borne equally.

16.5 **Waiver.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE 17. GENERAL PROVISIONS

17.1 **Job Description.** In the event an employee's job description is changed, the affected employees and the Union shall be notified of such change and shall receive a copy of the new job description and pay rate.

17.2 **Time Off for Union Activity.** An employee elected by the Union to represent such Union at International, State, District, or Council meetings, and which requires their absence from duty, shall be granted reasonable time off to attend such meetings without pay and without

discrimination and without loss of seniority rights or any other rights granted by the Employer. The Employer shall be given reasonable notice in advance of the beginning date and of the probable duration of such absences. No more than two (2) employees shall be so engaged at any one time, and such absences shall not conflict with the Employer's ongoing business needs. The Employer reserves the right to deny any request for time off under this section if the absence conflicts with the Employer's ongoing business needs. More than two (2) employees may be released from their duties under this section when requested by the Union if the Employer agrees and such absence does not conflict with the Employer's ongoing business needs.

- 17.3 **Insurance Committee.** The Employer agrees to form an Insurance Committee which includes representatives from the bargaining unit and administration. The Employer will keep the committee informed of health insurance options annually and seek the committees' input prior to making a final decision on health insurance offerings annually.
- 17.4 **CDL License and Required Health Physical.** When a Driver is required to obtain/maintain a CDL license, the Employer will pay the difference in licensee fee cost between a regular Class D license and the required CDL license for the initial license and all subsequent renewals, and the Employer will pay \$50.00 towards costs related to health physical exams required to obtain the initial license and exams required at the time of each subsequent renewal.

ARTICLE 18. WAGES

- 18.1 **Wages.** Commencing the first full day of the full pay period after ratification of the Labor Agreement dated 2020-2022 by AFSCME employees MN Council 65, Local No. 881, AFL-CIO and the Becker County DAC Board of Directors, employees shall be paid in accordance with the wages set forth in Appendix A attached hereto and made part of this Agreement.

ARTICLE 19. MANDATORY SUBJECTS OF BARGAINING

- 19.1 If during the term of this Agreement an issue or concern arises that is a "mandatory subject of bargaining" the parties agree and pledge to engage in bargaining about said subject and place into writing an agreement reached by the parties.

ARTICLE 20. SAVINGS CLAUSE

- 20.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of final jurisdiction or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void and of no effect. All other provisions of this Agreement shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE 21. NO STRIKE/NO LOCKOUT

21.1 The Union agrees that during the life of this Agreement neither the Union, its officers or agents, nor any of the employees covered by this Agreement will cause, encourage, participate in, or support any strike, sympathy strike, slowdown, mass absenteeism, mass resignation, or other interruption of or interference with the operation of the Employer, except as specifically allowed by the Minnesota Labor Relations Act, as amended. In the event that an employee violates this article, the Union, including officers and stewards, shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties.

The Employer agrees that, during the life of this agreement, it will not engage in an illegal lockout.

ARTICLE 22. DURATION

22.1 This Agreement shall be effective January 1, 2020, through December 31, 2022. It shall remain in full force and effect from year to year thereafter unless either party gives the other party notice of desire to modify or amend the Agreement at least sixty (60) days prior to the expiration.

BECKER COUNTY DEVELOPMENT
ACHIEVEMENT CENTER

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, COUNCIL 65

By: Marlene Smolke
Title: Executive Director
Date: 2/3/2022

By: Ginger Thrasher
Title: Labor Rep
Date: February 4, 2022

Debra Webster
Local 881 officer
February 4, 2022

APPENDIX A

Becker County DAC Salary Schedule

HOURLY RATES OF PAY:

Name Position (Grade #)	Years toward Longevity	2021 Base Rate	2022 Base Rate	Longevity Pay	2022 Base Rate + Longevity
Cody Fandrich - Support Trainer (2)	1	\$11.00	\$14.84		\$14.84
Angela Goodwater - Activities Trainer (3)	12	\$12.62	\$15.48	0.15	\$15.63
Christy Johnson - Job Trainer (3)	2	\$12.00	\$15.48		\$15.48
Joni Johnson - Residential Trainer (4)	42	\$15.81	\$16.76	0.45	\$17.21
Kathy Kennedy - QDDP/Job Coordinator (6)	39	\$23.80	\$25.23	0.45	\$25.68
Carol Lage - Residential Trainer (4)	35	\$16.60	\$17.60	0.45	\$18.05
Mackenzie Lanoue - Job Trainer (3)	1	\$14.00	\$14.84		\$14.84
Shari Peterson - Job Trainer (3)	2	\$12.00	\$14.84		\$14.84
Michelle Scott - Job Trainer (3)	1	\$12.00	\$14.84		\$14.84
Tracey Tinjum - Transportation (3)	12	\$15.00	\$15.90	0.15	\$16.05
Rita Westlund - Residential Trainer (4)	33	\$15.81	\$16.76	0.45	\$17.21
Susan Rivas - Job Trainer (3)	1	\$14.00	\$14.84		\$14.84
Kristy Temple - Job Trainer (3)	1	\$14.00	\$14.84		\$14.84
Tara Miller - QDDP (6)	1	\$15.00	\$15.90		\$15.90
Jayne Clark - Job Trainer (3)	1	\$14.60	\$15.48		\$15.48

****Employer will not hire new hires at a higher rate than current employees who have similar**

experience to the new hire, in the same position. Experience will be determined by the Employer in its sole discretion.

Job Grade/Title List

Part-Time	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7
Van Drivers and Bus Drivers	Support Trainer	Direct Staff - Job Trainer	Residential Trainers	N/A	QDDP	Job Development Coordinator

LONGEVITY

In addition to their regular straight-time earnings, Employees shall receive longevity pay for years of service as a regular full time employee on the following basis:

- After ten (10) years of service - \$0.15 increase
- After fifteen (15) years of service - \$0.25 increase
- After twenty (20) years of service - \$0.35 increase
- After twenty-five (25) years of service - \$0.45 increase

Name/Position	Years toward Longevity	2021 Base Rate of Pay	2022 Base Rate of Pay \$14 min & 6%	Longevity Pay	2022 Base Pay + Longevity
Cody Fandich Support Trainer	1	\$11.00	\$14.85		14.85
Angela Goodwater Residential/Job Trainer	12	\$13.07	\$15.48	.15cents	\$15.63
Christy Johnson Residential/Job Trainer	2	\$12.60	\$15.48		\$15.63
Joni Johnson Residential Trainer	42	\$15.81	\$16.76	.45cents	\$17.21
Kathy Kennedy QDDP/Job Coord.	39	\$23.80	\$25.23	.45cents	\$25.68
Carol Lage Residential Trainer	35	\$16.60	\$17.60	.45cents	\$18.05
Mackenzie Lanoue Job Trainer	1	\$14.00	\$14.85		\$14.85
Shari Peterson Job Trainer	2	\$12.00	\$14.85		\$14.85
Michelle Scott Job Trainer	1	\$12.00	\$14.85		\$14.85
Tracey Tinjum Transportation	12	\$15.00	\$15.90	.15cents	\$16.05
Rita Westlund Residential Trainer	33	\$15.81	\$16.76	.45cents	\$17.21
Susan Rivas Job Trainer	1	\$14.00	\$14.85		\$14.85
Kristy Temple Job Trainer	1	\$14.00	\$14.85		\$14.85
Tara Miller QDDP	1	\$15.00	\$15.90		\$15.90
Jayne Clark Res Trainer	1	\$14.60	\$15.48		\$15.48

January 31, 2022