

**AGREEMENT**

**Between**

**MILLE LACS COUNTY AREA  
DEVELOPMENTAL ACHIEVEMENT  
CENTER, INC.**

**and**

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

July 1, 2020 through June 30, 2022

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## **ARTICLE 1 AGREEMENT**

This agreement entered into by and between the **MILLE LACS COUNTY AREA DEVELOPMENTAL ACHIEVEMENT CENTER, INC.** (hereinafter referred to as the "Employer") and **MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO** (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of employment, and other terms and conditions of employment.

## **ARTICLE 2 RECOGNITION**

Section 1. 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.

Section 2. Recognition. Pursuant to the Certification of the State of Minnesota, Bureau of Mediation Services, the Employer recognizes the American Federation of State, County and Municipal Employees Council 65, AFL-CIO, as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for all employees of the Employer.

Section 3. Jurisdiction. The Employer shall not enter into any agreement with employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms or conditions of this Agreement or with the role of the Union as the sole and exclusive representative for said employees.

Section 4. Support Staff Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent for all support staff employees employed by the Mille Lacs County Area Developmental Achievement Center.

Section 5. Definitions.

a. Regular Full-Time: An employee that works thirty (30) regularly scheduled hours  
or more per work week.

b. Permanent Part-Time: An employee that works less than thirty (30) regularly  
scheduled hours per week.

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

d. Temporary/Casual Employee: From time to time, the Employer may employ temporary/casual employees for specific projects which may exceed six (6) months in duration. It is intended that those employees be temporary/casual because they do not have the same community of interest as the regular full-time and/or part-time employees. When such temporary/casual employees are hired, written notice will be given to the Union. In the event the temporary/casual employee is to be employed more than six (6) months, the Employer will notify the Union and the parties shall extend employment beyond six (6) months only by mutual agreement.

e. Year of employment: Calculated as follows:

1. Full-time employees: 1, 984 hours of paid employment (including FMLA or other approved un-paid leaves of absence).

Beginning January 1<sup>st</sup>, 2015 the following shall replace the above language:  
Full-time employees: 2080 hours of paid employment (including FMLA or other approved un-paid leaves of absence).

### **ARTICLE 3 UNION SECURITY**

Section 1. Rights of Union Representatives. Permission to leave work station for Union business will be limited to the investigation and presentation of grievances to the Employer and negotiations with the Employer. Union representatives shall be afforded reasonable time to perform the above duties without loss of pay. On-duty employees shall notify the Employer and obtain the consent of the Employer to leave a workstation to conduct Union business. The Union shall attempt to schedule Union business so as not to interfere with work schedules.

Section 2. Bulletin Board. The Employer agrees to allow the Union use of one designated bulletin board at each work site, in a convenient space, for the purpose of posting notices of Union meetings, elections, appointments of office, recreation or social affairs or related items.

Section 3. Dues and Agency Shop Fee. As a condition of employment, all employees shall either pay full Union dues or an agency shop fee. The agency shop fee shall be established and assessed by the Union, but shall not exceed 100% of the assessed Union dues.

Section 4. Dues Deduction. In recognition of the Union as the exclusive representative:

a. The Employer shall, when billed by the Union, deduct an amount sufficient to provide the payment of Union membership dues, fees and assessments established by the Union from the wages of all employees of the Employer.

b. The Employer shall remit such deductions to the appropriate designated officer of the Union with a list of names of the employees from whose wages deductions were made.

c. The Union shall certify to the Employer the current amount of regular dues to be withheld.

d. The Union shall provide the Employer with the dues structure for probationary employees, part-time employees and full-time employees.

Section 5. Political Action Committee: Upon receipt of a properly executed voluntary authorization card from an employee, the Employer will deduct from the employee's salary such amounts as the employee authorizes to pay to AFSCME PEOPLE.

#### **ARTICLE 4 PROBATIONARY AND TRIAL PERIODS**

Section 1. Length. The probationary period shall be 3 months for all new employees. The Employer may extend this period by an additional one (1) month, if necessary, to evaluate the new employee.

Section 2. Employer Right to Discharge. A new employee may be discharged at any time during this period without grievance procedure rights for not performing his/her job, using the current job description for reference.

Section 3. Probationary Step Increase. If the employee successfully completes the probationary period, a step increase shall be granted the employee according to the salary schedule.

Section 4. Union Membership. Probationary employees shall be dues-paying members of the Union upon date of hire.

Section 5. 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 thirty (30) days of the end of the trial period. The Employer has the right to evaluate and return the employee to his/her previous job within the two-month period.

#### **ARTICLE 5 HOURS OF WORK**

Section 1. Work Week. A normal work week consists of 40 hours, five (5) days per week, 8:00 a.m. to 4:00 p.m. The Community Support personnel will generally work from 9:00 a.m. to 5:30 p.m. with one-half (1/2) hour uncompensated lunch to be scheduled by the employee. The DAC will make its best effort to achieve a minimum of a 40 hour work week for all full time staff. If staff cannot achieve an 8 hour day/40 hour work week due to circumstances beyond their control, they shall be given alternative work to perform or to request and receive approval to take leave that will give them a 40 hour work week. \_Establishment of Community Support personnel

hours will be subject to periodic discussion and adjustment with the Director. Employees who are members of the Negotiating Committee will be permitted to leave their employment at 3:30 p.m. rather than 4 p.m. for travel to attend negotiating meetings without reduction in pay. If the Employer schedules meetings that exceed the end of the day for employees, said employees shall receive compensation for any minutes before/after their scheduled time. It is the employee's responsibility to ensure a note is placed on their time card in the time clock system noting the reason for the extended clock time, and to notify their supervisor of the need for adjustment to their time card.

Section 2. Rest and Meal Period. The employees will have a rest period and a compensated meal period as follows.

a. During the normal work day, (a day in which the employee has an assigned lunch duty) employees will be entitled to two (2) fifteen minute rest periods, one at approximately 10 a.m. and one at approximately 2 p.m., and a paid lunch period of thirty minutes. The Employer will schedule rest periods and meal period for employees having due consideration for the regulations requiring staffing ratios for clients during this period, which may require that rest periods and lunch periods be taken in the presence of the clients. The Employer, however, will schedule each employee for one (1) duty-free lunch period per week at each of its facilities. Employees who are not able to take their rest periods at the normal time may take their break at another time which will not unduly interfere with the delivery of services to clients. This may include times when clients are generally not present such as 8 – 9 a.m. or 3 – 4 p.m. Employees who anticipate taking breaks at other than the normal times should agree upon a different time in consultation with their supervisor.

b. Scheduling will continue with employees exerting their best efforts to schedule themselves in order to provide one (1) duty-free lunch period per week at each of its facilities.

- i. If the duty free lunch period cannot be scheduled for any reason and if the workload permits, an employee will be entitled to leave work thirty (30) minutes early on the last day of work that week or a mutually agreed date during the next work week, provided that the responsible manager agrees.
- ii. In the absence of the ability to take compensatory time off within one (1) work week, the employee will be entitled to request overtime pay for that lunch period even though the work week did not exceed forty (40) hours.
- iii. In the event of such a request, management will review the scheduling procedure in an effort to remedy the situation.
- iv. The same policy applies to all employees covered by this agreement.

Section 3. Client Hours/Days. If the State of Minnesota increases the present number of client days and/or the number of client hours per day from the present six (6) hours per day, the Employer shall meet and confer with the Union to discuss the impact of such a change upon this Agreement.

Section 4. Training. The Employer shall provide such training for employees as required by applicable regulation.

Section 5. Client/Staff Ratio. The Employer will exert its best effort to not regularly exceed work site client/staff ratio mandated by State law and/or regulations.

Section 6. Flexible Scheduling. The Employer, the employee and the Union may mutually agree, in writing, to a flexible scheduling of hours other than the normal work week and/or work day.

Section 7. The DAC will exert its best efforts to ensure that all drivers that desire to have 4 or more hours of driving time each day will have 4 hours including a morning run and an afternoon run. The DAC will make its best efforts to achieve minimum runs of two hours in the A. M. and in the P. M. If the driver cannot achieve 2 hours in the morning or afternoon, the DAC will offer alternate work activities or tasks to bring the scheduled time up to, but not exceed 2 hours. Drivers may choose to complete these tasks, but all required reading and training must be completed prior to other alternate work activities.

Section 8. The DAC requires mandatory training of employees at both facilities. The DAC will employ employees whose duty requires them to perform services in both locations. However, any employee who is requested to travel between locations for any other reason can refuse to do so without recrimination.

## **ARTICLE 6 OVERTIME**

Section 1. Overtime. Time and one-half (1 1/2) the employee's regular base hourly rate of pay shall be paid for work performed under any of the following conditions, but compensation shall not be paid twice for the same hours:

All work performed in excess of forty (40) hours in any work week.

The Employer agrees that it will not shorten the normal work week in order to avoid the payment of overtime without the consent of the employee. The Union agrees that no overtime will be paid without the consent of the Employer, except in cases of emergencies.

Overtime is authorized in emergency or critical need situations. In that event, notice to management must be given as soon as possible. Otherwise, an employee will need to seek the

approval of his/her supervisor to authorize overtime. It is the objective of the parties to have a flexible policy with respect to scheduling, but in the event overtime is required to be worked, overtime will be paid.

Overtime will be calculated on hours paid rather than hours worked during the pay period.

Section 2. Weekend/Holiday. All work performed by full time employees on any designated holiday or Sunday shall be paid at two (2) times the employee's base hourly rate of pay with the exception of Community Supported Work Specialist positions.

The Community Supported Work Specialist hours shall be flexible to meet the needs and conditions of the vendor contract, and may include evenings, weekends, and holidays.

The Union will waive the premium pay for Holidays and Weekends for employees hired into these Community Supported Work Specialist positions. Benefit eligible Union members in these positions shall still receive their 12 holidays off with pay. If their scheduled workday includes a holiday, that holiday shall be recognized on an alternate day. If there is a need for reduction of staff or layoff, Temporary/Casual staff shall be eliminated prior to full time Union members. All regular/permanent positions shall be posted as defined in the Collective Bargaining Agreement.

## **ARTICLE 7 HOLIDAYS**

Section 1. Holidays. The following shall be paid holidays for full time employees:

New Year's Day	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

\*\*The following days shall be Holidays/ weather related closing paid days. They will be designated in the calendar by December 1<sup>st</sup> of each year, but are subject to change due to facility closings due to weather related issues. If the facility is closed employees shall be paid for the closed day, and a service day rescheduled. If services are scheduled for one of the following days those dates are not subject to the Holiday premium pay in Article 6, Section 2.

President's Day  
Good Friday  
Martin Luther King Jr. Day  
New Year's Eve

Section 2. Holidays for Van Drivers: Effective January 1, 2017, Van Drivers shall receive July 4<sup>th</sup>, and Christmas as Holidays with Pay. A Driver "day" is defined as the average route time for each route. The calculation is figured as an average between the Van Advisor time designated



by the Transportation Manager's time study and the actual time worked. The time is reevaluated each December by the Administrative Manager to ensure changes in routes are reflected in personal and holiday pay.

Section 3. Attendance at Work Before a Holiday. All scheduled employees must work the day prior to and the day following paid holidays in order to be paid for said holiday. Documentation from a physician or other reasonable explanation may be provided for an excused absence at the sole discretion of the Employer. Pre-approved employer paid vacation or other employer paid leaves will be exempt from this Article. No Holiday pay will be issued for employees on unpaid leaves of absence. If an employee is on a reduced work schedule due to illness or injury, holiday pay will be based on the percentage of total time the employee has worked for the (2) pay periods directly preceding the holiday. The employee must attend work on the day before or after the holiday as stated above.

Section 4. Holidays on Saturday/ Sunday. Beginning January 1, 2015: Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. Similarly, when a holiday falls on a Sunday, the succeeding Monday shall be observed as the holiday.

Section 5. Day of Observance. In the event Federal, State or local law shall have changed or hereafter changes the day of celebration of any of the above holidays, the holiday shall be celebrated on the day designated by Federal, State or local law in lieu of the day designated above.

Section 6. Pay During Vacation. When a paid holiday falls during an employee's scheduled vacation period, that holiday shall be a paid holiday and will not be charged to the employee's vacation.

## **ARTICLE 8 VACATION AND PERSONAL DAYS**

Section 1. Schedule. Full-Time employees shall earn vacation according to the following schedule of total months of completed employment:

<u>Months of Employment Completed</u>	<u>Hours of Vacation Accumulated Per Month</u>
0-3	None
4-24 months	7 hours per month
25-72 months	9 hours per month
73-120 months	11 hours per month
121-168 months	13 hours per month
169 months+	15 hours per month

New employees shall accrue vacation after the completion of the probationary period.

Section 2. Carry-Over. A maximum of one-half (1/2) of an employee's annual vacation accrual shall be allowed to be carried forward on January 1st of each year.

Staff with unused vacation time may elect to cash out unused vacation time. Must elect the cash out no later than November 15<sup>th</sup> to be paid the first pay day in December.

25 years or more	up to 10 days (80 hours)
18 years or more	up to 7 days (56 hours)
15 years or more	up to 6 days (48 hours)
10 years or more	up to 5 days (40 hours)
5 years or more	up to 3 days (24 hours)
2 years or more	up to 2 days (16 hours)
2 years or less	up to 1 day (8 hours)

Section 3. Illness on Vacation. Should an employee contract any illness or disability during his/her vacation that should require hospitalization of an employee, the period of sickness or disability may be charged as sick leave and the charge against vacation leave reduced accordingly. Documentation from a physician may be required.

Section 4. Increments. Vacation leave and Personal Days may be taken in increments necessary to meet an eight (8) hour work day.

Section 5. Requests. When an employee's block of PTO/vacation requested leave includes dates on either side of the request period, leave requests may be submitted during the request window that includes the earlier days.

Section 6. Scheduling. Vacation leave will be granted in the following order, providing staffing ratios are met when vacations are scheduled:

- a. First-come, first-served basis.
- b. No more than three (3) Direct Care staff shall be granted scheduled time off at the same time. However, under special circumstances, the Director may authorize additional staff time off. No more than two people from an area (total of three in the building) will be granted time off at one time at the Princeton location. Requests for time off shall be as provided in the Employee Handbook. Management will exert its best efforts to ensure there is adequate staffing to permit employees to take desired time off for vacation and personal days in addition to the time off described above. This policy will also be extended to van drivers and no more than two drivers will be granted personal time off at the same time.
- c. Vacation requests granted may not be rescinded after they have been approved.
- d. DAC Fest in June and the Annual Holiday Party in December will not be accepted with regular vacation and personal time requests. The Director reserves the right to authorize time off in either of these situations.

Section 7. Personal Days. Each full time employee is eligible to utilize six (6) paid

personal days per year. Such time off shall be administered in accordance with the above vacation policy.

- a. Personal Time will accrue at 4 hours each month but will be available for use on January 1 of each year. Employees who terminate with less than 10 years of service will be subject to deduction from the last check for Personal Time used prior to having earned the time. Personal leave days shall not be used by an employee after a resignation notice has been given.
- b. If the employee is hired in January, February or March (first quarter), they accrue three personal days.
- c. If the employee is hired in April, May or June (second quarter), they accrue two personal days.
- d. If the employee is hired in July, August or September (third quarter), they accrue one personal day.
- e. If the employee is hired in October, November or December (fourth quarter), they accrue zero personal days.
- f. Personal leave days cannot be used as part of any terminal leave (notice provision).

Section 8. Van Drivers. All permanent part-time van drivers will be eligible to utilize eight (8) days of personal leave/sick leave per year. A driver "day" is defined as the average route time for each route. The calculation is figured as an average between the Van Advisor time designated by the Transportation Manager's time study and the actual time worked. This time is multiplied by (8) and rounded to the nearest ½ hour. The same calculation will be used to create holiday hours for drivers. The time is reevaluated each December by the Administrative Manager to ensure changes in routes are reflected in personal and holiday pay. Requests for time off shall be as provided in the Employee Handbook.

- a. Personal leave/sick leave will accrue at 2 days on the 1<sup>st</sup> day of each quarter (Jan 1, Apr 1, July 1, Oct 1). Drivers will be permitted to draw Personal Time in advance of its accrual subject to deduction from the last check for anyone who has utilized Personal Time prior to having earned the time. In such event Personal time used but not accrued would be subject to repayment from the employee's last check. After ten (10) years of service employees are no longer subject to the repayment of Personal Time if used in advance.
- b. If a day is a personal leave day rather than a sick leave day, the employee will be requested to give reasonable notice of the request and receive permission to be absent that day.
- c. There is no prohibition against a permanent part-time van driver designating

a non-paid, non-working day as a paid day off pursuant to Article 18, section 7, provided however that the van driver continues to be responsible to secure his/her own substitute for sick days or days off. Van drivers must make request for time off thru the time clock and/or verbally call in for use of personal time when ill or needing the day off.

d. Van drivers may carry over up to four (4) personal leave days at the end of each calendar year.

## **ARTICLE 9 SICK LEAVE**

Section 1. Rate of Accrual. Full-time employees shall accrue sick leave at the rate of 6.67 hours per month. Sick leave will accumulate to a maximum of one hundred (100) days. Sick leave may be used increments necessary to fulfill an eight (8) hour work day. New employees shall accrue sick leave beginning the first day of the month following the first thirty days of full time employment.

Section 2. Continuation of Benefits. Employees will continue to accrue all contractual benefits while on paid sick leave as if they were working.

Section 3. Definition. Accrued sick leave may be used for illness, injury, medical, dental, optical, illness of immediate family members, including dependent children, adult children, spouse, or domestic partner, defined as living in the same household, whether male or female, parents step parents, siblings, grandparents, and grandchildren, or because of exposure to contagious disease where the health of other employees or clients might be endangered by reporting to work.

Section 4. Severance. Employees who terminate shall be paid one-fourth (1/4) of their accumulated sick leave upon termination, and 100% of their accrued vacation. Employees who terminate shall be given a statement from the Employer detailing the benefits paid on termination to ensure the employee agrees with the Employer's calculations. Union dues shall not be deducted from the final severance check.

Section 5. Sick Leave. No employee will be required to take vacation in lieu of sick leave, but may be required to take personal time off after sick leave has been exhausted. Vacation time may be taken at an employee's election after sick leave and personal time off has been exhausted.

## **ARTICLE 10 LEAVES OF ABSENCE**

Section 1. General Conditions.

a. Employees shall be eligible for a leave of absence after completion of the required probationary period.

b. Any request for a leave of absence shall be submitted in writing by the employee to the Board of Directors. The request shall state the reason for the leave and the approximate length of time the employee will be absent and such other information as may be required by the Employee Handbook. In the event of a true emergency and for good cause, the Director may grant a leave of absence subject to ratification by the Board of Directors at their next regularly scheduled meeting.

c. Authorization for leaves shall be answered promptly.

d. Employees shall be reinstated to the position and salary schedule step assignment at the time leave was requested.

e. During unpaid illness leaves or maternity, paternity or adoption leaves, that do not qualify for FMLA leave, the employee may continue health, dental and life insurance at his/her own expense, providing the employee makes payment to the Employer for the cost of insurance on the first day of the month.

f. Seniority shall continue on an approved leave of absence.

## Section 2. Paid Leaves.

a. Jury Duty. Any full-time or part-time employee shall be granted a paid leave of absence to serve on a jury. Any employee who is ordered to appear before a court, legislative committee or other judicial or quasi-judicial body as a witness in an action involving the Federal government, the State of Minnesota or a political subdivision thereof, shall be granted a paid leave of absence. Employees on jury duty will assign their jury pay to the employer when they are being paid their regular pay for their jury time.

b. Funeral Leave. Employees can use any paid leave toward funeral leave. If an employee has no paid leave available a leave of absence, without pay, will be granted. A minimum of three (3) days will be allowed for immediate family members (spouse, parent, child, sibling, grandparent, grandchild, son-in-law, daughter-in-law, and anyone living in the employee's household.) For all others one (1) day will be allowed, unless otherwise approved by the director.

## Section 3. Unpaid Leaves.

a. Family and Medical Leave. Employees with at least 12 months of employment and at least 1,250 hours of service with the DAC during the 12-month period immediately preceding the commencement of the leave may take a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period. The applicable 12-month period is a "rolling" 12-month period measured backward from the date an employee uses leave under the Family and Medical Leave Act (FMLA). Leave may be taken for one or more of the following reasons:

- Because of the birth of the employee's son or daughter and in order to care for the child.
- Because of the placement of a son or daughter with the employee for adoption or foster care.
- In order to care for the employee's spouse, son, daughter, or parent who has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of his or her position.
- Because the employee's spouse, son, daughter, or parent is a covered service member in need of military caregiver leave from the employee.
- Because an employee's spouse, son, daughter, or parent is on active duty or has been notified of an impending call or order to active duty in support of a contingency operation and the employee needs leave for a qualifying exigency.

A "serious health condition" usually requires either inpatient care or continuing treatment by or under the supervision of a health care provider and a period of incapacity of more than three consecutive days.

The employee must follow the DAC's usual and customary procedures for requesting a leave of absence and must give at least 30 days' written notice, where possible. The FMLA request must state why a leave of absence is needed and the anticipated duration of the leave of absence (including starting date and return date).

If an employee takes a leave for the serious health condition of the employee, or the employee's spouse, child or parent, the employee will be required to submit a Certification of Health Care Provider verifying the employee's or family member's medical condition and the need for leave. Completed and signed Certifications must be returned to the DAC fifteen (15) calendar days after the employee receives the Certification form from the DAC. The DAC may require a second and third opinion in certain cases. The employee may also be required to provide reasonable documentation or a statement of family relationship to support a request for family leave.

The employee may be required to make periodic reports regarding his or her status and intent to return to work. The DAC may also require the employee to submit subsequent re-certifications, as permitted by law, and if requested, the employee must usually provide the recertification within 15 calendar days after the request.

During an FMLA leave, the employee is required to pay the employee's share of premiums to maintain any health benefits under the DAC's group health plan during the leave. The employee must contact the Administrative Manager to make arrangements to pay the premiums. Failure to pay the premiums as required may result in termination of the employee's, and any dependents', health benefits.

For all FMLA leaves, employees will be required to use accumulated paid leave (vacation, sick leave and personal leave) for FMLA leave, pursuant to applicable law.

In the case of intermittent or reduced schedule leave for a serious health condition, the employee must advise the DAC upon request why such leave is medically necessary and of the schedule for treatment. The employee must attempt to work out a schedule which meets the DAC's needs without unduly disrupting the DAC operations consistent with the advice of the employee's health care provider. In the case of planned medical treatment, the employee must consult with their supervisor and the Administrative Manager and make reasonable efforts to schedule the leave so as not to disrupt unduly the DAC's operations.

Employees who may qualify for FMLA leave must provide the DAC with reasonable notice of any changed circumstances which may affect the leave within two (2) business days of the changed circumstances.

Prior to returning from an FMLA leave for the employee's own serious health condition, the employee may be required to submit a release to return to work. The release must be submitted within 15 calendar days of the DAC's request. Failure to provide the release may delay the employee's return to work.

This policy is intended to comply with the Family and Medical Leave Act (FMLA), and the terms used in this policy are used as defined by the FMLA and applicable law.

b. Unpaid Military Leave. Any employee who entered into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service without loss of seniority, so that on return from said leave, the seniority of the employee shall be the same as it was at the time of entry into the service.

c. Unpaid Sick Leave and Personal Leave. Unpaid leaves of absence that do not qualify under FMLA regulations may be granted for illness (physical or mental, disability or personal reasons). A doctor's certificate will be required for illness or disability leave. The employee applying for said leave shall set forth in writing the reasons the leave is requested and submit the request to the Board of Directors.

d. Unpaid Maternity, Paternity or Adoption Leave. The Employer shall grant the employee six (6) weeks of maternity, paternity or adoption leave. In addition, the Employer shall grant non-probationary employees up to six (6) months of maternity, paternity and adoption leave of absence without pay. Maternity, paternity and adoption leaves shall be granted to employees with permanent status. The employee shall notify the Employer in writing thirty (30) days in advance of commencement of the leave. The employee shall also state the date on which the leave is to commence and the date on which the leave is to terminate. Employees may request to return to work prior to the determination date. However, such request must be in writing at least two (2) weeks prior to the date of return and accepted by the Director.

e. Union Leave. Upon written request of the Union submitted to the Board of Directors, leave shall be granted to employees elected to AFSCME Council 65 executive office, AFSCME International executive office, or as delegates to the Council 65 or International sponsored conventions. Employees may elect to use vacation time for such leave.

f. Educational Leaves. Extended educational leave without pay may be granted to any permanent employee for educational purposes. Such leave shall be granted for educational purposes which contribute to and enrich the employee's service to the Employer.

g. Cost to Employer. Any unpaid leave requested or granted will be unpaid in that the Employer will incur no costs for such leave, including premium pay for replacements, overtime for substitute employees or similar costs.

## **ARTICLE 11 SENIORITY**

Section 1. Seniority with the Employer. For the purposes of vacation, sick leave and other benefit accrual, the employee's years of continuous service shall be the seniority that applies. Employees who separate from service with the Employer shall have broken their continuous service for the purposes of this Section, and shall start accruing benefits as a new hire for all benefits under Article 8 (Vacation and Personal Days) of this agreement. Separation from service shall be defined as having resigned and been paid out of all applicable leaves. Subbing for absent staff shall not be considered as continuous service with the Employer.

Section 2. Bargaining Unit Seniority. For the purposes of layoff, promotion and movement on the salary schedule, the employee's date of hire in the bargaining unit shall apply. Separate seniority lists will be kept for direct care workers and van drivers. The seniority list shall be posted in January and July of each calendar year.

Section 3. Seniority Lists. The Employer shall furnish the Union with current seniority lists. Employees of record at the time of Union certification shall be granted bargaining unit seniority retroactive to the date of employment.

Section 4. Promotion Out of Bargaining Unit. If an employee promoted out of the bargaining unit is laid off because of a reduction in forces, the employee has the right during a one (1) year period to bump back to the position he/she left, or if that position is no longer open, to the first available comparable position.

Section 5. Layoff/Reduction in Hours/Elimination of Position. In the event of a layoff, layoffs will be by classification. Instructors with experience as Specialists will be entitled to bump



from the Instructor classification to the Specialist classification and bump junior specialists in the order of their seniority. For purposes of this section, Job Coach will be regarded as a Specialist. Employees to be laid off will be given at least fifteen (15) calendar days advance notice or as soon as the Employer is aware of the need for a reduction in forces, if it is less than fifteen (15) days. All temporary and part time employees shall be eliminated prior to full time employees.

Section 6. Recall. Employees shall be recalled from layoff, reduction or elimination in accordance with the following procedure:

- a. Employees shall be recalled in the inverse order of layoff.
- b. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled. Recall notices shall be mailed via registered mail, return receipt requested, to the employee's last known address.
- c. Recalled employees shall return to work within seven (7) days following the date the recall notice is received.

Employees who are laid off shall be eligible for recall rights for a period of one (1) year from their last day of employment. Employees not recalled within one (1) year shall have their names removed from the recall list.

Section 7. Right to Return to Bargaining Unit. Any employee who is a member of the Bargaining Unit and accepts a promotion to supervisory status will no longer be considered a member of the Bargaining Unit. However, such person will have a right to return to the Bargaining Unit within two (2) years of having accepted a position as a supervisor. In the event the employee voluntarily returns to the Unit or is terminated as a supervisor, the employee may return to a comparable position within the Bargaining Unit at a wage level they would have had if they had remained a member of the Bargaining Unit. Their seniority, however, will be frozen as of the date they left the Bargaining Unit.

Section 8. Voluntary Reduction in Personnel. 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 in Section 5, 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 and when such period is completed, the volunteer will be entitled to return to work in his or her position.

Section 9. Loss of Seniority. An employee shall lose his/ her seniority for the following reasons only:

- a) He/she resigns.
- b) He/she is discharged, and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- c) If she/he does not return to work when recalled from layoff as set forth in the recall procedure.
- d) She/he is absent for three consecutive working days or four calendar days without notifying the employer; in proper cases,

exceptions will be made. After such absence, the employer will send written notification to the employee at her/his last known address that she/he has lost her/his seniority and her/his employment has been terminated. If the disposition of such a case is not satisfactory the matter may be referred to the grievance procedure.

## **ARTICLE 12 VACANCIES AND NEW POSITIONS**

Section 1. Posting. Any vacancy or newly created position within the bargaining unit shall be posted in a conspicuous place in the building where the employees work. The position notice shall include rate of pay, hours of work, minimum qualifications and typical duties performed. Such notice shall be posted for at least five (5) work days or seven (7) calendar days prior to filling such vacancy or newly created position. The notice shall state the closing date for accepting applications. 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 applications are still pending.

Section 2. Expedited Posting. The employer may elect to expedite the posting and filling of the posted vacancy and any vacancies created by filling such vacancy as follows: If expedited posting is elected, the DAC would notify Union Representatives at each location and request that they notify all employees who are interested and qualified in the posted vacancy, or a resulting vacancy, regardless of location, as soon as possible. This can be done by written notice, oral notice or electronic notice of the vacancy. The DAC will request all parties to express their interest in the vacant position, or any open position(s) created by filling of the posted vacancy, either orally or in writing to the Director or Administrative Manager. A meeting will be scheduled for all applicants. The DAC will fill the vacancy in accordance with the Collective Bargaining Agreement. In general, this policy will provide for more efficient filling of multiple open positions.

Section 3. Rate of Pay for Promotion. From the first day of work in a new position, employees will be paid the minimum rate for the new position or the next highest rate in the scale for the new position above the employee's rate of pay prior to promotion, whichever is greater, but in no event after the employee has completed his/her trial period shall the rate in the new position be less than 5% above the employee's old rate.

Section 4. Filling of Vacancies or Newly Created Positions. All vacancies or newly created positions shall be filled from employees applying within the bargaining unit who have the necessary qualifications for the position or prospective employees outside the bargaining unit. The employer shall fill the vacancy by hiring the most qualified person for the position; if all qualifications are relatively equal the position shall be awarded to the senior employee. Employer will not discriminate against any present employee in making that determination. Employer may require that a promoted or transferred employee serve a trial period not to exceed two (2) months. Employer may return the employee to his/her former position during the trial period if he/she is not able to carry out the duties of the position to which he/she has been promoted or transferred. The employee may also choose to return to his/her former position

during the first thirty (30) calendar days in the position to which he/she has been promoted or transferred. The Employer shall place, in the positions, all bargaining unit employees that are offered and have accepted a vacancy or a newly created position within thirty (30) days of the acceptance by the employee of the employers offer.

Section 5. Transfer. A transfer shall be defined as moving from one job site to another job site at the same pay and classification or moving to a new position at the same pay within a job site (lateral transfer). A transfer shall not be considered a promotion.

### **ARTICLE 13 GRIEVANCE PROCEDURE**

Section 1. Definition. A grievance is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this Agreement.

Section 2. Union Representatives. The Employer will recognize representatives by the Union as the grievance representatives of the bargaining unit, having the duties and responsibilities established by this article. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours.

Section 3. Procedure. Grievances shall be resolved in conformance with the following procedures:

a. Step 1. The steward, with or without the employee, shall take up the grievance, which shall be in writing, within ten (10) days of its occurrence or the Union's knowledge of its occurrence with the employee's supervisor. The supervisor shall attempt to adjust the matter and shall respond to the steward within five (5) days. A written record shall be kept of Step 1.

b. Step 2. If the grievance is not settled by Step 1, it shall be presented in writing within five (5) days to the Director. The Director shall submit a written decision to the Union within five (5) days.

c. Step 3. If the grievance is not settled in Step 2, The Union shall notify the Director of its intention to present in writing to the Mille Lacs Co Area DAC Board within 10 days of receiving the Director's response. The grievance shall be presented in writing to the Mille Lacs County Area DAC Board at its next regular meeting. The Board shall respond in writing to the Union within ten (10) days.

d. Step 4. If the grievance is not settled in Step 3, the Union may, within ten (10) days after the response of the Board, request arbitration of the grievance.

Section 4. Arbitration. The State Bureau of Mediation Services or the Federal Mediation & Conciliation Service shall be requested by either or both parties to provide a panel of seven (7) arbitrators. Both the Employee and the Union shall have the right to strike the first name;

the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. Expense of the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 5. Responsibility of Arbitrator. The arbitrator shall consider and decide only the specific issue submitted to him/her by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to him/her. 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, rules or regulations having the force of law. The decision of the arbitrator shall be final and binding on both parties. No arbitrator shall have the right or power to add to, delete from or modify any of the terms and provisions of this Agreement.

Section 6. Time Limits. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the employee shall elect to treat the grievance as denied and may appeal the grievance to the next step. The term "days" shall be defined as "working days" for the purpose of this article and shall include Monday through Friday, excluding holidays.

## **ARTICLE 14 DISCIPLINE AND DISCHARGE**

Section 1. Just Cause. Employees shall be disciplined or discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below; new action must be initiated for action after twelve (12) months for the same offense:

- a. Oral warning.
- b. Written warning.
- c. Suspension without pay.
- d. Discharge.

Section 2. Right to Union Representation. Employees shall have the right to have a representative of the Union present during an investigation that may lead to disciplinary action.

Section 3. Written Record. A written record of all disciplinary actions other than oral reprimands shall be made available to an employee upon request. All disciplinary records shall state the corrective action expected of the employee. Each employee shall receive a copy of evaluative personnel and disciplinary actions. 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 shall be done in a manner that will not embarrass the employee before other employees or in public.

Section 4. Oral Reprimands. Oral reprimands shall be documented in the form of a letter to the employee stating the reasons(s) for reprimand, corrective action expected of employee, and penalty for future violations (if any). Said letter shall be attached to the employee's personnel file.

Section 5. Vulnerable Adult. The employee may be discharged upon discovery of violation of the Minnesota Vulnerable Adult Act and its amendments. This includes unlawful neglect or abuse of an adult handicapped client.

Section 6. Right to Hearing. The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his/her steward shall be notified in writing that the employee has been suspended and is subject to discharge. The suspended employee shall be entitled to a meeting with the Employer to present his/her written position with respect to the dispute or the Employer may elect to meet with the employee and a representative of the Union to listen to his/her side of the dispute. For the purposes of this section, "just cause" shall be defined to include, but not be limited to, theft, intentional or negligent destruction of the Employer property, an assault or threat made against any other persons, disobedience of or failure to obey a department directive or work assignment, substandard work performance, commission of a crime, excessive absenteeism or tardiness, abuse of sick leave, violation of department rules, or repetition of lesser offenses.

Section 7. Waiver of Procedure. The Union shall have the right to take up the 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 either party.

## **ARTICLE 15 INSURANCE**

Section 1. Worker's Compensation. All bargaining unit members are covered by worker's compensation as required by law.

Section 2. Group Medical/Dental Insurance. The Employer shall contribute the full cost of an individual plan for each full time employee. The employee will pay no more than \$15.00 per month towards the cost of single coverage. Group health insurance shall include health and dental insurance and the plan year shall run from January 1<sup>st</sup> through December 31<sup>st</sup>. Employees may purchase dependent coverage at their own expense. The most senior AFSCME represented employee shall attend the initial proposal meeting presented by the broker/Insurance Company

In the event the Employer is notified of a cancellation or termination of its health insurance policy, the Employer will assert its best efforts to negotiate for a policy with the same or similar coverage and will meet and confer with the Union with respect to the renewal of the policy. The Employer shall establish and maintain an IRS "Section 125" Plan for employees. The administrative costs of said Plan shall be paid by the Employer.

Section 3. Liability. The Employer shall provide liability insurance coverage to protect employees against claims that might arise from their employment with the Employer.

Section 4. Long-Term Disability Insurance. The Employer will provide access to and voluntary purchase of a long-term disability policy following ninety (90) days of unpaid leave. The policy will provide two-thirds (2/3rds) income payment through age 65, after age 65 payment is based on the age of the participant per the policy.

## **ARTICLE 16 PAY**

Section 1. If the Employer is granted a percentage increase in funding by the State Legislature, each employee will receive a wage increase according to the methodology provided within any bill, which increases that funding to DT&H programs.

Effective July 1, 2020, all employees working at the DAC shall be granted a fifty cent (\$.50) increase in their hourly rate.

Effective July 1, 2021, all employees working at the DAC shall be granted a 2% increase to their hourly rate.

Effective July 1, 2020 Start Wage: \$11.80

After Probation Wage: \$11.85

Effective July 1, 2021 Start Wage: \$12.04

After Probation Wage: \$12.09

Section 2. Longevity increases will be granted according to the following schedule.

After 2 years 2%

After 5 years, 2%

After 10 years, 2%

After 15 years, 2%

After 18 years, 2%

After 25 years, 2%

Section 3. When payday falls on a holiday or a weekend, the checks will be given to employees the day prior to the payday or the commencement of the holiday or weekend.

Section 4. If a current Employee refers a prospective employee for service with the DAC, as marked on the prospective employee's application, and the employee is hired and works for six months with the DAC, the referring employee shall receive a \$50 referral bonus. If the hired employee works for one year the referring employee shall receive an additional \$50. The referral bonus will be rounded up so the referring employee receives \$50 after withholding. In the event two employees are listed as referring, the first individual list on the application will receive the bonus.

## **ARTICLE 17 NON-DISCRIMINATION**

Section 1. General. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 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 employee representatives against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.

Section 3. Obligation. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.

## **ARTICLE 18 GENERAL PROVISIONS**

Section 1. Training. The Employer will reimburse staff members for lodging, transportation, meals, parking and necessary expenses when attending approved workshops, conferences, in-service training sessions and seminars. Requests must be approved by the Director prior to incurring of reimbursable expenses.

Section 2. Mileage. Staff members using their own automobiles for Employer business with prior approval from the Employer shall be reimbursed at the current IRS rate. Parking fees, if incurred, shall be paid by the Employer.

Section 3. Meals. The meal reimbursement rate shall be the same rate meals are reimbursed by Mille Lacs County.

Section 4. Safety. It shall be the policy of the Employer to provide for the safety of its employees by providing safe work conditions, safe work areas, safe equipment and safe work methods. Employees are required to report unsafe conditions. Employees shall have the right to review the health and behavior records of clients under their care, providing they have a need to know and such inquiries are not an intrusion into privacy.

Section 5. Work Rules. The Employer may issue work rules or adopt a policy manual. All work rules must be provided to employees in writing. The Employer shall notify the Union in writing of any changes in work rules ten (10) days prior to the rule taking effect. No work rule shall, in any way, conflict with this Agreement.

Section 6. Subcontracting. In the event the Employer desires to subcontract work presently performed by Direct Client Care employees who are in the bargaining unit, the Employer will meet and confer with the Union over the same.

Section 7. Part-Time Benefits. No benefits shall be afforded part-time employees, with the exception of entrance into the DAC Pension Plan. Plan Rules require admittance to the plan of any employee meeting the hourly work requirement of 1000 hours in any year of employment with the employer. Notwithstanding the terms of this Section, benefits will be given to permanent part-time van drivers in the form of personal days as provided in Article 8, Section 7, and long-term disability insurance as provided in Article 15, Section 4.

Section 8. Hazardous Weather. Employees shall suffer no loss of pay in the event of hazardous weather which necessitates closing the Employer's work site. In the event the facility is not operated and van drivers are not advised it is not necessary to report, they will be provided two (2) hours report pay, or such hours they actually worked if that time exceeds two (2) hours.

Section 9. Data Privacy. The Employer is prohibited from releasing the contents of an employee's personnel file without the written consent of the employee. The above prohibition is subject to applicable law.

Section 10. Quarterly Labor Management Committee. Made up of approximately equal representation by management and Labor to discuss issues related to the workplace. Labor representatives will notify the Employer of the staff involved.

## **ARTICLE 19 MUTUAL CONSENT**

This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

## **ARTICLE 20 SAVINGS CLAUSE**

Should any article, section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree to negotiate as soon as practicable a substitute for the invalidated article, section or portion thereof.

## **ARTICLE 21 NO STRIKE/NO LOCKOUT**

Section 1. No Strike/No Lockout. There shall be no strikes, stoppages, slowdowns, sympathy strikes, economic pressure through concerted action by employees in prohibiting or refusing a reasonable amount of overtime work, or interferences with production, directly or indirectly, for any reason whatsoever during the term of this Agreement. There shall be no lockouts by the Employer.



Section 2. Disputes. All disputes between the parties will be subject to the arbitration procedures contained herein.

Section 3. Repudiation. In the event of the occurrence of any of the prohibited acts referred to in Section 1, the Union agrees promptly and publicly to repudiate such action, to order the employees to abandon such acts and to continue production, and, if requested, to deliver immediately to the Employer a notice addressed to all employees in the plant repudiating such acts of the employees and ordering them to cease such acts and to continue work, and the Union further agrees to take such action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

Section 4. Liability. The Employer agrees that in the event of any strike or work stoppage during the life of this Agreement, there shall be no liability on the part of the Local Union or any of its officers, agents or members, unless such action has been approved and ordered officially by both the Local and the International in accordance with their constitutional requirements.

## **ARTICLE 22 EMPLOYER AUTHORITY**

Section 1. Inherent Managerial Rights. The Union recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which includes but is not limited to, such areas of discretion or policy as to the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel.

Section 2. Employer Authority. The Employer retains all 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, transfer, remove and determine appropriate discipline of personnel, and to perform all other managerial functions, duties and responsibilities. Except as herein clearly and explicitly limited in the express terms of this Agreement, the right of the Employer in all respects to manage its business, operations and affairs shall be unimpaired. Employer's failure to exercise any right hereby reserved to it, or its exercising any right in a particular way, shall not be deemed a waiver of any such right, or preclude the Employer from exercising the same in some other way not in conflict with the express terms of this Agreement.

Section 3. Reservation of Managerial Rights. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management functions not expressly delegated in this Agreement are reserved to the Employer.

**ARTICLE 23  
DURATION OF AGREEMENT**

This Agreement shall be in effect as of July 1, 2020 and shall remain in full force and effect until June 30, 2022, or until a new Agreement is adopted by the parties.

\_\_\_\_\_  
MILLE LACS COUNTY AREA DAC

By: Rodney G Peltoma

Its: Director

Dated: \_\_\_\_\_

\_\_\_\_\_  
MINNESOTA COUNCIL 65  
AFSCME Local 2889, AFL-CIO

By: \_\_\_\_\_

Its: AFSCME Labor Representative

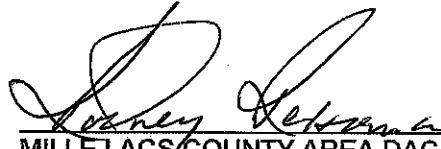
By: \_\_\_\_\_

Its: Local 2889 Chapter Chair

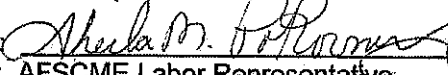
Dated: \_\_\_\_\_

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DURATION OF AGREEMENT**

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MILLE LACS COUNTY AREA DAC

By: Rodney G Peltoma  
Its: Director  
Dated: 7/28/20

MINNESOTA COUNCIL 65  
AFSCME Local 2889, AFL-CIO  
By:  7/14/2020  
Its: AFSCME Labor Representative

By:  7/20/2020  
Its: Local 2889 Chapter Chair

Dated: \_\_\_\_\_

**MEMORANDUM of AGREEMENT**

This Memorandum of Understanding is entered into between Mille Lacs County Area Developmental Achievement Center, Inc. (hereafter "Employer") and AFSCME Council 65, American Federation of State, County and Municipal Employees, AFL-CIO (hereafter "Union")

**WHEREAS**, the Employer and the Unions are parties to a Labor Agreement in effect from July 1, 2020 through June 30, 2022, covering Employees at Mille Lacs County Area DAC; and

**WHEREAS**, there is language in the Labor Agreement related to:

**PAY: Article 5, Section 1**

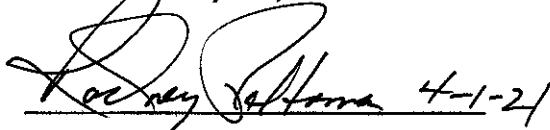
**WHEREAS**, the Employer has increased all covered employees pay by \$1.00 per hour effective April 4, 2021; and

**WHEREAS**, this additional increase will modify the starting and after probation wages listed in Section 1 to from their July 1, 2020 rates to: \$12.80 starting wage and \$12.85 after probation wage.

**WHEREAS**, this additional increase will modify the starting and after probation wages listed in Section 1 to from their July 1, 2021 rates to: \$13.06 starting wage and \$13.11 after probation wage.

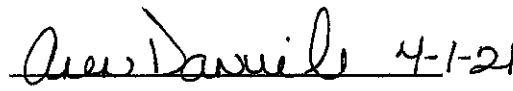
**NOW THEREFORE**, the Employer and the Union agree to modify the current Labor Agreement to reflect this increase.

Mille Lacs County DAC, Inc.

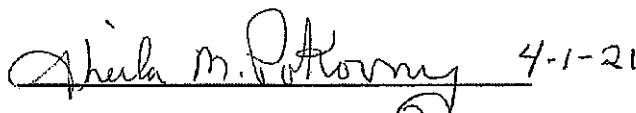
 4-1-21

Rod Peltoma, Director

AFSCME Council 65, Local 2889

 4-1-21

Ann Daniels, Chapter Chair

 4-1-21

Sheila Pokorny, Staff Rep AFSCME Council 65