

AGREEMENT

By and Between

TRI-COUNTY COMMUNITY ACTION PARTNERSHIP, INC.

and

LOCAL #3628,
MINNESOTA COUNCIL 65,
OF THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO

Effective January 1, 2020 through December 31, 2021

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AGREEMENT

This Agreement is entered into effective January 1, 2020 between Tri-County Community Action Partnership, Inc., hereinafter the Employer, and Local #3628, Minnesota Council 65, of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter the Union.

ARTICLE 1

PURPOSE

The Union and the Employer agree that the purpose for entering into the Agreement is to:

- A) Establish the foundation for a harmonious and effective labor-management relationship;
- B) Provide a means to peacefully resolve disputes concerning the application or interpretation of this Agreement; and
- C) Place in written form the agreement upon the rates of pay, the hours of work, and such other terms and conditions of employment for the duration of this Agreement.

ARTICLE 2

RECOGNITION

Section 1:

The Employer hereby recognizes the Union as the duly authorized bargaining representative for all Employees of Tri-County Community Action Partnership, Inc., Little Falls, Minnesota, who are regularly scheduled for sixteen (16) hours or more per week, excluding confidential, administrative, and Employees of a temporary (not to exceed 6 months in duration) or seasonal (not to exceed 3 months in duration) nature and excluding subsidized Employees.

Section 2:

In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 3:

The Employer agrees not to enter into a contract, individually or collectively, with Employees in the bargaining unit, which is in conflict with the terms of this Agreement.

Section 4:

No discrimination shall be exercised by the Union or the Employer against any Employee because of Union membership, non-membership, race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, disability, age, marital status, genetic information, veteran status, political belief, and/or any other status protected by any federal, state, or local law.

Section 5:

The term "Regular Employee," as used in this contract, refers to all part-time and full-time Employees who have completed probation (see Article 8, Probationary Period for clarification).

A "Part-time Employee" is one who is regularly scheduled to work a minimum of 16 hours per week, but less than 30 hours per week.

A "Full-time Employee" is one who is regularly scheduled to work 30 hours or more per week.

A "Temporary Employee" is one who works six (6) scheduled months or less.

ARTICLE 3

UNION SECURITY

Section 1:

All present Employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union in good standing, thirty (30) days after the signing of this Agreement. All future Employees shall be required to become and remain Union members the first working day following the first thirty (30) days of employment. Those Employees who do not wish to become Union members shall pay an Agency Fee or Fair Share Fee as established and assessed by the Union, the same not to exceed 85% of the assessed Union dues.

The Employer agrees to provide the Union with such relevant information regarding Employees covered by this Agreement, as is requested by the Union, and which is sufficient to allow the Union to assess such fees and notify the Employees of same. The Employer shall, upon notification from AFSCME Council 65, make a payroll deduction in the amount of assessed Agency Fees or Fair Share Fees and remit same to the Union.

Employees who fail to comply with those requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

Section 2:

The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial

employment with the Employer, and

The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer, and any attorney fees incurred by the Employer, as a result of action taken by the Employer under all provisions of this Article.

Section 3:

The Union may designate Employees in the bargaining unit to act as stewards and/or alternates, and shall inform the Employer, in writing, of such choices and changes in the positions of stewards and/or alternates.

Section 4:

Stewards shall be permitted reasonable time to perform and discharge duties which are properly assigned to them under the terms of this Agreement. The steward shall be permitted reasonable time to process and investigate grievances on Agency property without loss of time or pay during regular working hours. So as not to interfere with the work of Employer, stewards and other Union Officers shall not work on Union business during work time without the prior approval from the Employee's supervisor and the Employee shall notify the supervisor when the Employee has completed work on Union business. Approval will not be unreasonably withheld.

Section 5:

The names of Local Union Officers, committee members, and stewards shall be given to the agency in writing. Duly structured Union functions shall be carried on by duly elected Union Officers for a reasonable amount of time, within the discretion of the Executive Director and not to the detriment of the program.

Section 6:

The Employer shall make space available on the Employee bulletin board for posting Union notices. The Union shall be provided with a mail correspondence slot. Any copies made for the Union shall be paid for by the Union at the current program rate.

Section 7:

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

Section 8:

Representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Such access shall not extend to private offices.

Section 9:

The Employer agrees to permit the Union negotiating committee of no more than four (4) people to appear at all negotiation meetings with the Employer with pay.

Section 10:

The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 4

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 and define appropriate discipline of personnel; and to perform all other managerial functions, duties and responsibilities.

ARTICLE 5

RESPONSIBILITIES OF PARTIES

Section 1:

Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement and under applicable law.

Section 2:

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- A) The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures; and
- B) There shall be no interference with the rights of Employees to become or continue as members of the Union.

ARTICLE 6

HOURS OF WORK

Section 1:

The work week shall be defined as beginning at 12:01 am. Monday and ending at 12:00 midnight Sunday. The normal office hours for the office buildings will be 8:00 a.m. to 4:30 p.m., Monday through Friday. All Employees will be allowed thirty (30) unpaid minutes for lunch. When there are no children present, and no home visits are scheduled, an employee may forego the employee's lunch break. The choice to take this option belongs to the employee, subject to supervisor approval. Supervisor approval will not be unreasonably withheld. When exercising this option, the employee will complete all scheduled hours of their daily work shift.

Section 2:

Head Start site hours will be determined by the Employer. However, at no time shall the normal work week be considered to be in excess of forty (40) hours.

Section 3:

All Employees shall be granted a fifteen (15) minute break during each four (4) hour work shift at a time consistent with their duties and at such times as designated by their immediate supervisor. Employees may choose to consolidate their break times when it does not disrupt the workday's delivery of service (such as when no children are scheduled for the day). Employees will notify their supervisor when consolidating their breaks.

Section 4:

When an Employee is called out to work on other than his/her regular scheduled shift, the Employee shall receive a minimum of three (3) hours pay.

Section 5:

The Employer shall attempt to schedule all employer sponsored training during the regular work hours with time to travel within the work hours.

ARTICLE 7

OVERTIME

Section 1:

- A) For all hours worked in excess of forty (40) hours per week, Employees shall receive paid time at the rate of one and one-half (1-1/2) times the Employee's regular hourly rate.
- B) Approval for overtime must be granted in writing, in advance, by the Employee's supervisor.

Section 2:

Overtime will be distributed as equally as practicable.

Section 3:

Employees have the obligation to work overtime or callbacks if requested by the Employer, unless circumstances prevent the Employees from so working.

Section 4:

Employees who are regularly scheduled to work fewer than forty (40) hours per week must receive approval from their supervisor in advance before working additional hours per week. Approval may be by phone for field staff.

ARTICLE 8

PROBATIONARY PERIOD

Section 1:

All newly hired or rehired Employees shall serve a one hundred and eighty (180) calendar day probationary period.

Section 2:

At any time during the probation period, an Employee may be terminated at the sole discretion of the Employer.

Section 3:

PTO benefits shall accrue to eligible full-time Employees during the probationary period. However, PTO may not be taken during the first one ninety (90) days of the probationary period and medical leave shall not be counted as probationary time.

Section 4:

Flexible Benefits Plan will be effective according to the plan eligibility requirements.

Section 5:

An Employee will receive written notice upon completion of probationary period.

ARTICLE 9

SENIORITY

Section 1:

Seniority shall be on a program basis in accordance with the Employee's last date of hire, and shall be by date of hire for all Employees, including seasonal Employees. There shall be three programs within the Agency. The three (3) programs are: Housing/Weatherization, Head Start, and Agency Services. New Employees hired shall be considered as probationary Employees for the first one hundred and eighty (180) calendar days of their employment. When an Employee finishes the probationary period, he/she shall be entered on the seniority list of the Agency and shall rank in seniority from the one hundred and eighty (180) calendar days prior to the date he/she completes his/her probation. Subsidized Employees who become regular Agency Employees shall have seniority back to their original date of hire as a subsidized Employee with the Agency.

Section 2:

The seniority list, on the date of this Agreement, shall show the name and job title of all Employees in the department. The Employer will keep the seniority list up-to-date and will mail an updated copy to all Employees twice a year. The Employer will also post the list on the Employee's bulletin board at each work site on or about the first of each year for a period of fourteen (14) calendar days. If the application of the preceding sentences results in two (2) or more Employees having the same seniority date, within the same classification, the Employee who has the earlier birth date shall be deemed more senior.

Section 3:

An Employee shall lose seniority for the following reasons only:

- A) Resignation;
- B) By discharge in accordance with procedures set forth in this Agreement;
- C) The Employee is absent for one (1) entire work shift and fails to notify Employer prior to next scheduled work shift. In proper cases, exceptions may, at the Employer's option, be made. After such absences, the Employer will send written notice to the Employee at the address last known that employment with the Agency is terminated and seniority lost. The Employer's decision shall be subject to the grievance procedure defined in Article 10 hereof; and,

- D) If Employee does not return to work when recalled from layoff as set forth in the recall section below.

Section 4:

In the event it becomes necessary to lay off Employees for any reason other than seasonal layoff, probationary Employees shall be laid off first and regular (i.e., part-time and full-time) Employees last. Within each program, Employees shall be laid off by classification in the inverse order of their seniority. Layoffs shall apply only to specified program accounts and shall not affect Employees primarily paid by other program accounts. A senior Employee may exercise his or her seniority preference over a junior Employee in any program of work, provided he/she has the necessary qualifications to perform the duties of the job involved, has worked in the previous classification, and has successfully passed probation. Employees may exercise their "bumping rights" in a lateral or downward direction only (i.e., in the same grade or lower grade). An exception to this bumping right would be that all teachers shall be considered lateral in the bumping procedure. Disposition of these cases will be a proper matter for the grievance procedure.

Any Employee who is laid off on a seasonal basis, defined as a layoff of an employee whose contract is for the school year only and is a layoff relating to the end of the school year, shall be given a written notice at least ten (10) working days in advance. The notice to the employee shall provide a return to work date for the next school year.

Any Employee who is to be laid off, other than a seasonal basis layoff, for a period of time greater than thirty (30) calendar days shall be given a written notice at least ten (10) working days in advance. If a program is to be eliminated, the Employer shall give written notice to the Union at least sixty (60) calendar days in advance.

Any Employee who is to be laid off, other than a seasonal basis layoff, for a period of time less than thirty (30) calendar days shall be given a written notice of at least three (3) working days in advance.

Employees who have been on continuous layoff from the Agency for a period of twelve (12) months shall be considered as permanently laid off.

Section 5:

When the working force is increased after non-seasonal layoff, Employees will be recalled according to seniority and job classification in the reverse order of layoffs. Notice of recall shall be sent to Employees at their last known address by Registered or Certified mail. If the Employee fails to report for work within five (5) working days from the date of receipt of mailing of Notice of Recall, he/she shall be considered as having resigned. Receipt of the notice of recall shall be deemed to have occurred three (3) days after the notice is post-marked. Employees shall be responsible for notifying the Employer in writing of any change of address.

Employees who are laid off on a seasonal basis are provided a return date in the notice of layoff they receive of the layoff. If the Employee fails to report on the return to work date listed in the layoff notice, he/she shall be considered as having resigned. Employees shall be responsible

for notifying the Employer in writing of any change of address.

Section 6:

The Employer will post a notice when a vacancy that the Employer desires to fill or newly created position occurs. Employees wishing to fill such a vacancy or newly created position shall submit a written application. Prior to filling such a vacancy, the Employer will give reasonable consideration to qualified employees who have applied for the position. The Employer is committed to hiring the most qualified applicant for Agency service. If all other job relevant qualifications, as determined by the Employer, are equal, the applicant with the greatest Agency service seniority shall receive the vacant or newly created position.

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.

In the event a senior Employee is not selected for a vacancy to which the Employee has applied, such Employee may request the reasons for not being selected, and the Employer will respond within fourteen (14) calendar days. It shall then be a proper matter for the grievance procedure.

An Employee filling any vacancy or newly created position shall be granted a ninety (90) day trial period to determine (1) his/her ability to perform the job, and (2) his/her desire to remain on the job. If the Employee is unsatisfactory in the position, the Employer shall place the Employee back to his/her former position. Notice and reasons shall be submitted to the Union, in writing, with a copy to the Employee. The matter may then become a proper subject for the grievance procedure. If the Employee does not wish to remain in the new position, he/she shall have the right during the ninety (90) day trial period to revert to his/her former position. The Employee shall submit, in writing, his/her reasons to the Union, with a copy to their direct supervisor. The Employee shall also state in writing a two (2) week notice to their direct supervisor.

Any Employee filling a vacancy that the Employee returns to, shall also revert back to their former position. The new pay rate for Employees filling a vacancy or newly created position in a higher grade shall be determined by going to the step on the new pay grade that gives an increase. The increase must be a minimum of forty (40) cents per hour.

No new Employee shall be employed to fill a vacant position in the Agency if an Employee is available from the layoff list with the ability and minimum qualifications to perform the work of the position. Prior to opening any position to the public, the Employer shall notify Employees on layoff of vacancies. Employees who do not respond within five (5) working days from the date of mailing shall be considered as not interested in the position.

Section 7:

Temporary transfers or vacancies of six (6) months or less may be filled by senior qualified Employees at the sole discretion of the Employer. In the event such vacancy has a higher rate of pay, the qualified Employee filling such vacancy shall receive such higher rate of pay or a minimum of a \$.22 increase. Temporary Transfer is defined in this contract as follows: An Employee who is transferred temporarily to the same or different classification at a different site

other than their normal place of work.

Any Employee who voluntarily resigns from their employment and is subsequently rehired by the Employer, to the previous position, within six (6) months of resignation, shall receive the same rate of pay and same rate of Paid Leave benefit accruals that was in effect when said Employee voluntarily resigned from their employment.

Section 8:

If a temporary Employee is hired into a regular part-time or full-time position and he/she has been continuously employed, their temporary employment shall count as seniority.

Section 9:

The Employer shall notify the Union in writing of any newly created positions, new hires, filling of vacancies, transfers, demotions, and layoffs. Regular seasonal layoffs of Head Start field staff will not have to be put in writing.

Section 10:

The Employer shall be entitled to contract out bus transportation services if, after posting for the position as required in this Agreement, no applications by applicants who meet the minimum requirements of the job have been received. No current bargaining unit Employee will experience a reduction as a result of this provision. The contract services shall be for a one-year period. At the beginning of each new school year, the Employer will repost for the position as required in this Agreement.

Nothing in this provision shall affect the Employer's right to continue to contract out bus transportation services at those locations where contract services have been provided for five (5) years or more as of June 30, 2009.

ARTICLE 10

GRIEVANCE PROCEDURE

For the purpose of this Agreement the term "Grievance" means any dispute between the Employer and the Union, or between the Employer and any Employee concerning the effect, interpretation, application, claim of breach or violation of this Agreement.

It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal work hours only when consistent with the Employee's duties and responsibilities. The aggrieved Employee and the Union steward shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours; however, the Union steward shall comply with the provisions of Article 3, Section 4.

All grievances and disagreements concerning the interpretation or application of any of the provisions of this Agreement shall be settled through the following procedure:

Step 1. Written notice of a grievance shall be given by the Employee to the Employee's supervisor or the supervisor's designee within ten (10) working days after the event giving rise to the grievance. The supervisor or designee shall give a written answer to the grievance within ten (10) working days. The written grievance must contain the following information: 1) the facts giving rise to the grievance; 2) the Article(s) of the Agreement which has been violated; and 3) the remedy sought by the Employee.

Step 2. If the grievance is not resolved in Step 1, it may proceed to Step 2 by submitting a written grievance to the Director of Operations or designee within ten (10) working days from the date of receipt of the written response in Step 1. Receipt shall be deemed to have occurred four (4) days after the response is post-marked. The grieved Employee, Union steward and/or Union representative, and the Director of Operations or designee shall meet to discuss the grievance within five (5) working days after receiving the written grievance. The Director of Operations shall respond in writing to the Employee, the steward and the President of the Union within ten (10) working days after the meeting.

Step 3. If the grievance is not resolved at Step 2, the grievance may proceed to Step 3 by submitting a written grievance to the Executive Director within ten (10) working days from the date of receipt of the written response issued in Step 2. Receipt shall be deemed to have occurred four (4) days after the response is post-marked. The Executive Director shall meet with the grieved Employee, the Union steward and/or Union representative within five (5) working days after receiving the written grievance. The final reply of the Employer shall be submitted in writing within ten (10) working days after the close of this meeting.

General grievances or disputes affecting the Employees in the bargaining unit as a whole and discharge of grievances may be initiated directly at Step 3 by the Union. Any grievance alleging a violation of an express provision of this Agreement that has been properly and timely processed through the Grievance Procedure of the Agreement and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union by serving the Employer with written notice of its intent to appeal. This written notice may be delivered using regular mail through the United States Postal Service.

The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written reply in Step 3 of the Grievance Procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written reply of the Employer in Step 3 of the Grievance Procedure shall be final and binding on the aggrieved Employee, the Employer and the Union.

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 upon 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 and proceed to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union in each step.

ARTICLE 11

ARBITRATION

Section 1:

The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator within ten (10) calendar days from receipt of the arbitration request, the party requesting arbitration shall request either the Bureau of Mediation Services or the American Arbitration Association to submit a panel of five (5) arbitrators. Receipt shall be deemed to have occurred four (4) days after the request for arbitration has been post-marked. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name and the other party shall strike one name. The process shall be repeated until there is one name remaining and that person shall be the arbitrator.

Section 2:

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue(s) submitted to him/her, in writing, 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 and effect of law.

The arbitrator shall submit his/her decision, in writing, within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer and the Union and Employees.

Section 3:

The fee 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 representatives and witnesses. 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.

ARTICLE 12

DISCIPLINE AND DISCHARGE

Section 1 - Discipline:

Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the Employee, and, if corrected, shall not be entered into the Employee's personnel file.

Disciplinary action may be imposed upon an Employee only for just cause. Any disciplinary action imposed upon an Employee may be processed as a grievance through the regular grievance procedure, as provided in Article 10. Disciplinary action or measures shall be placed on the TCC Disciplinary Action Form and signed by the Employee and Employer and filed in personnel files and include the following: 1) Oral Reprimand; 2) Written Reprimand; 3) Suspension; 4) Demotion; or, 5) Discharge.

The Employer shall not question an Employee during an investigation that may lead to disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning. 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 the public.

When any disciplinary action more severe than an oral reprimand is intended, the Employer shall, before or at the time such action is taken, notify the Employee, in writing, of the specific reason(s) for such action.

Section 2 - Personnel Files:

An oral reprimand shall not become a permanent part of an Employee's personnel file. Upon resolution of the problem, documentation of the reprimand shall be removed, letter of reprimand will be removed after two years if there are no similar or like occurrences.

Investigations which do not result in disciplinary actions shall not be entered into the Employee's personnel file.

Each Employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel file and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel file shall state the corrective action expected of the Employee.

The contents of an Employee's personnel file shall be disclosed to him/her upon written request and to the Employee's Union representative upon the written request of the Employee. In the event a grievance is initiated under Article 10, the Employer shall provide a copy of any item from the Employee's personnel file upon the written request of the Employee.

Upon request, any supportive document or evidence that is used for disciplinary action shall be presented to the Employee.

Section 3 - Demotions:

Demotions to a lower classification shall be made only for just cause. The Employee affected shall receive prior notice in writing of any such action. If the Employee feels the action was taken without cause, the Employee shall have the right of appeal through the normal grievance procedure. In the case where a demotion or transfer has been proved unjustified and the Employee returned to the former status, the loss of pay involved shall be restored.

Section 4 - Discharge of Regular Employees:

The Employer shall not discharge any regular Employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the Employee will be suspended for five (5) working days, and the Employee and the Local Union will be notified, in writing, that the Employee is subject to discharge and shall be furnished with the reason(s) therefore.

Section 5:

Discharge of any Employee shall be preceded by a five (5) day suspension period during which time the matter will be referred to a special conference between the Union and the Employer, which special conference shall be held within three (3) calendar days from the date of the proposed discharge. Disposition of such conference shall be issued in writing. Any subject matter which could be detrimental to an Employee's future employment shall be served, in writing, to the Employee with a copy to file and mailed to the Union. Such matter shall be a proper subject for the grievance procedure.

Section 6 - Right to Grieve:

The Union shall have the right to take up a suspension and/or discharge or demotion 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.

ARTICLE 13

LEAVES OF ABSENCE

Section 1:

Any request for a leave of absence shall be submitted by the Employee to the Employer, in writing, with as much advance notice as possible. The request shall state the reason for the requested leave and the length of time sought. Authorization for a leave of absence, if granted, can only be furnished in writing. Field staff can request a leave of absence for a funeral or personal leave via the telephone and receive approval over the telephone. Documentation will be furnished as soon as possible after approval has been granted.

Section 2 - Paid Leave:

Funeral Leave -All regular Employees shall be allowed up to five (5) working days with pay per year as funeral leave for death of a member of that Employee's family or a member of that Employee's household. For funeral leave purposes, family includes an Employee's relative or Employee's spouse's relative. Other household members include others living under the same roof as the Employee.

Military Leave - Up to fifteen (15) paid working days leave per calendar year shall be granted to members of a reserve force of the United States or of the State of Minnesota who are ordered by the appropriate authority to attend a training program or perform any other duties under the supervision of the United States or of the State of Minnesota during the

period of such activity. Payment for said military leave shall be the difference, if any, between the military pay and the normal straight time weekly pay said Employee would have received from the Employer.

Section 3 - Unpaid Leaves of Absence:

Employees who have not worked for a period of six (6) months with the Employer do not qualify for any unpaid leaves of absence with the exception of a leave related to a reasonable accommodation under state or federal disability laws.

Disability Leave - Leave of absence of up to six (6) months may be granted to any Employee who has had extended illness or injury. Upon the request of the Employee, such leave may be extended by the Employer for one (1) additional term of not more than three (3) months. Leave will be coordinated with the Family and Medical Leave Act (FMLA) Policy, if the Employee qualifies under FMLA.

Child Care Leave - A child care leave of absence of up to six (6) months shall be granted to a natural or adoptive parent who requests such leave in conjunction with the birth or adoption of a child. Additional time may be granted upon approval by the Employer for one (1) additional term of not more than three (3) months. Leave will be coordinated with the Family and Medical Leave Act (FMLA) Policy, if the Employee qualifies under FMLA.

Union Leave - Any Employees elected by the Union to represent such Union at International, State, or District meetings, which require his/her absence for a reasonable period of duty, shall be granted the necessary 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. There shall not be more than one (1) delegate for every twenty-five (25) Employees who are Union members to attend any such meeting. Employees requesting such leave shall limit the request to an aggregate of five (5) working days per calendar year.

Leave for Political Involvement or to Serve the Public Interest - Employees with twelve (12) months or more of Agency service may request a leave of absence for the purpose of running and/or serving in a non-partisan public office, managing, serving, or otherwise working in a political campaign; or serving in a public service program such as VISTA, the Peace Corps, etc.

Educational Leave - Regular Employees may request a leave of absence to complete a degree advantageous to TCC to maintain their position or to comply with state and/or federal mandates.

Short Term Leave - If paid leave is not available, an Employee may request short term leave of absence without pay with a limit of twenty (20) working days in any calendar year at the sole discretion of the appropriate Program Coordinator.

Section 4:

Any Employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in the former position or another position of comparable duties and pay, providing the former position or comparable position is an existing position within the Agency. Employees returning from unpaid leave of absence shall be returned at the same rate of pay the Employee had been receiving at the time the leave of absence commenced with adjustments that would have been made had the Employee been continuously employed during the period of absence.

ARTICLE 14

HOLIDAYS

Section 1:

All regular and probationary Employees shall receive the following paid holidays, with all regular part-time and probationary Employees receiving holiday pay on days they are regularly scheduled to work:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Day following Thanksgiving
President's Day	Labor Day	Comm. Action Day (12/24)
Good Friday	Veteran's Day	Christmas Day

Holiday hours will not be included in hours worked for purposes of determining overtime.

Section 2:

When any of the above holidays fall on a Saturday, the preceding day shall be a holiday; and when any of the above holidays fall on a Sunday, the following day shall be a holiday.

Section 3:

Employees required to work on any holiday shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked, in addition to their holiday pay.

Section 4:

When a paid holiday falls during an Employee's vacation leave, the Employee shall receive holiday pay and not be charged with using PTO for that holiday.

Section 5:

When a religious holiday, not observed as a holiday as provided in Article 14, Section 1, falls on an Employee's regular scheduled work day, the Employee shall be entitled to that day off to observe the religious holiday. An Employee who chooses to observe such a religious holiday shall notify his/her supervisor, in writing, at least ten (10) working days prior to the religious holiday. Such days off shall then be taken without pay, or upon the election of the Employee, shall be charged against accumulated PTO.

ARTICLE 15

Paid Time Off (PTO)

Section 1:

Paid Time Off (PTO) is accrued upon hire or transfer into a benefits-eligible position. Eligible employees must be scheduled to work at least 30 hours per week on a regular basis. PTO accruals are available for use in the pay period following completion of 90 days of employment. All hours thereafter are available for use in the pay period following the pay period in which they are accrued.

Accruals are based upon paid hours up to 2,080 hours per year, excluding overtime. Employees who work less than 40 hours per week and at least 30 hours per week will earn PTO hours on a prorated basis, according to the accrual rate per hour (see table below). Length of service determines the rate at which the employee will accrue PTO. PTO does not accrue on unpaid leaves of absence or PTO cash outs upon termination. Part time employees are not eligible for cash out of PTO upon termination. Full Time employees become eligible for the higher accrual rate on the first day of the pay period in which the employee's anniversary date falls.

Section 2:

All full-time Employees shall be entitled to Paid Time Off (PTO) at the rate listed on the following schedule:

Years of Service	Accrual Rate per Hour	Annual PTO Accrual	Maximum Accrual**
0-24 months	0.0923	24 days (192 hours)	24 days (192 hours)
25-60 months	0.108	28 days (224 hours)	28 days (224 hours)
61-120 months	0.123	32 days (256 hours)	32 days (256 hours)
121 and over	0.138	36 days (288 hours)	36 days (288 hours)

Part Time

Years of Service	Accrual Rate per Hour	Annual PTO Accrual	Maximum Accrual**
0+	.0442	6 days	12 days (84 hours)

Employees hired prior to 07/01/84 will accrue PTO leave at rate of 0.16 (42 days)

*Annual PTO Accruals are based on an employee having 2,080 paid hours per year (40 hours per week). **No PTO hours will accrue beyond the maximum accruals listed.

Section 3:

Employees are required to use available PTO when taking time off from work with the exception of a company-required absence due to low workload or absences occasioned by the company. PTO may be taken in increments of as low as one hour. However, PTO may not be used for missed time because an employee reports late to work, except during inclement weather.

Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval, department staffing needs, and established departmental procedures. Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the department. The supervisor may request that the employee provide a statement from a health care provider concerning the justification for an unscheduled absence.

Section 4:

When PTO is used, an employee is required to request payment of PTO hours according to his or her regularly scheduled workday. For example, if an employee works a six-hour day, he or she would request six hours of PTO when taking that day off. PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation.

Employees may not borrow against their PTO banks; therefore, no advance leave will be granted.

Section 5:

The PTO plan will replace the current vacation and medical leave benefits and future time off will be categorized as Paid Time Off (PTO) and will accrue at the higher rates listed above.

At the time of transition from vacation and medical leave to PTO, employees will have one-half of the hours in their medical leave bank paid out on a one-time basis. The remainder medical leave hours will be placed in a separate account labeled **Extended Medical Leave Bank (EMLB)**. These medical hours will not accrue and will not be paid out at termination.

EMLB 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. Immediate family, for the purpose of this section, shall be limited to the employee's spouse, children, parent, step parent, step children and grandchildren of the employee or their spouse when no other person is available to provide the necessary nursing care. 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.

Section 6:

PTO Leave Transfer

Employees may transfer accrued PTO from the account of one employee to the account of another employee only if all the following circumstances are met.

- A. The employee is unable to work due to the illness or injury of the employee. Verification of the illness or injury may be required before any leave transfer is approved.
- B. The employee has exhausted, or it is apparent will soon exhaust, all of their own paid leave time including PTO and EMLB.
- C. The employee is not receiving workers' compensation payments for the absence.
- D. If receiving short term disability payments, the combination of short-term disability and donated time may not exceed normal pay.

An employee may not transfer EMLB hours to another employee under any circumstances. The Agency reserves the right to determine eligibility for PTO transfer on a case-by case basis. An employee requesting leave donations will complete the donation request form and submit to his/her department head for review and approval. If approved the donation request is forwarded to the Human Resource Director for review and approval. The employee may appeal to the Executive Director for review and consideration if the request was denied. The decision of the Executive Director shall be final. Exercise of the PTO transfer policy shall not establish a precedent or practice and shall not be subject to the grievance procedure.

Section 7:

Full Time employees will be paid upon resignation, separation, or retirement for all PTO hours accumulated but not used. Employees whose positions are eliminated through a reduction in force or reorganization or whose hours drop below 30 hours per week are paid PTO on the effective date of the termination.

Section 8:

An employee may request a PTO cash pay-out up to one pay period per year/80 hours maximum provided they have completed one year of employment, they have taken at least 40 hours of PTO that year, and request would not put the employee below 80 hours remaining PTO. Cash pay-outs will be

ARTICLE 16

GENERAL PROVISIONS

Section 1 - Mileage:

Employees shall be reimbursed at the existing IRS rate per mile for all authorized Agency travel. If a trip requires an Employee to begin his/her travel prior to the regular office hours of his/her work location, and the destination is closer to his/her home than his/her work location, the trip origin will begin at Employee's home and mileage will be paid accordingly.

Section 2 - Jury Duty:

Employees summoned to jury duty will receive full salary for the period they are required to serve, less any compensation received from jury duty, except mileage and meals.

Section 3 - Weather Emergency Leave:

In the event of extreme weather conditions affecting the Tri-County area or other areas serviced by the Agency, the Employer may grant paid emergency leave to staff.

In addition to Agency-wide declared weather emergency leave, the Employer may grant extreme weather days based on weather or road conditions at program sites. Decisions which affect the offices and Employees headquartered at the offices, shall be made by the Executive Director and decisions affecting other Employees and programs shall be made by the respective Program Coordinator in accordance with the Employer's policy.

If no emergency leave is granted, employees may take off up to three (3) work days per contract year for weather or road conditions as PTO or leave without pay if PTO is not available.

Management assures that Head Start Bus Drivers and Aides will be scheduled to work all regular child class attendance sessions and all scheduled staff training days that apply to Bus Drivers and Aides.

If the Head Start Program center based weather emergency closings or home based weather emergency cancellations do not allow the Agency to comply with program regulations for minimum sessions, those required sessions will be rescheduled. Head Start Employees may use

PTO, or leave without pay, at the choice of the Employee for the weather emergency closing which requires the rescheduling necessary to comply with program regulations and will be paid their regular rate of pay for the rescheduled sessions.

In the case of a non-weather related emergency or unforeseen event which results in closure of a school building or office, affected Employees shall be allowed to work at an alternative site or be sent home without loss of pay.

Section 4 - Outside Employment:

- A) Such employment shall not interfere with the efficient performance of the Employee's duties in the TCC Program.
- B) Such employment shall not involve a conflict of interest or conflict with Employee's duties in the TCC Program.
- C) Such employment shall not involve the performance of duties which the Employee should perform as part of his/her employment in the TCC Program.
- D) Such employment shall not occur during the Employee's regular or assigned working hours in the TCC Program, unless the Employee, during the entire day in which such employment occurs, is either on vacation leave or leave without pay.

Section 5 - Out of Class Pay:

When an Employee is temporarily assigned to a higher classification for at least one half of the higher classified position's work shift, the Employee shall receive a higher rate of pay. (The minimum amount for working out of class shall be \$0.50 (fifty cents) per hour or the minimum rate of pay for that classification, whichever is greater.) When an Employee is temporarily assigned to a lower classification, the Employee shall continue to receive his/her regular rate of pay. Temporary assignment is defined in this contract as follows: An Employee who is assigned temporarily to a different position other than their current position within the same work site.

Whenever possible, when there is more than one employee available in a given classroom who is qualified to be temporarily assigned to a higher classification, the Employer shall offer such temporary assignment to the most senior qualified employee.

Section 6 - Emergency Hire:

Emergency hire is defined in this contract as follows: A hiring which is done externally to temporarily fill a vacant position caused by any reasons defined in this article.

Emergency hire, defined as any hiring procedure which does not follow all steps of the hiring procedure shall be used for the following:

- A) Death of an Employee.

- B) Extended leave of absence of an Employee.
- C) Immediate termination (voluntary or involuntary) if it is determined that those duties cannot be assumed by the existing staff on a temporary basis.
- D) Medical leave of an Employee if it is determined that those duties cannot be assumed by the existing staff on a temporary basis.

An emergency hire shall hold that position for a term not to exceed forty-five (45) days, except in the case of medical leave. In such case, the term shall last until the absent Employee returns to work, a period not to exceed nine (9) months.

In the event the absent Employee does not return to the position, the emergency hire shall hold said position only until filled by the normal hiring procedure.

Section 7 - Physicals:

Employer required physicals shall be paid by the Employer.

Section 8 - Professional Licenses:

The Employer will pay one-half (1/2) of the cost for an initial license and its renewal for employees who are required to maintain a MN State issued Social Work license, during employment with Tri-County Community Action.

ARTICLE 17

EMPLOYEE BENEFIT PLANS

Section 1 - Comprehensive Major Medical:

This section has been superseded and replaced by the parties' December 13, 2018 Memorandum of Understanding (MOU). With respect to insurance (Topics 1-4), the MOU remains in effect for Benefit Year 2020. Pursuant to Article 19, Section 1, the topic of insurance is subject to reopening for Benefit Year 2021.

Section 2 - Voluntary Dental:

All eligible full-time Employees will have the opportunity to purchase, using automatic payroll deduction, voluntary dental coverage from an Employer-sponsored group dental plan.

Section 3 - Long-term Disability:

All eligible full-time Employees will have the opportunity to purchase, using automatic

payroll deduction, voluntary long-term disability coverage from an Employer-sponsored group long-term disability plan.

Section 4 - Flexible Benefits:

All eligible part-time and full-time Employees may participate in the Flexible Benefit Plan.

Section 5 - Group Term Life Insurance:

All full-time Employees will receive an Employer paid life insurance plan at 100% of annual salary benefit level. All eligible Employees will have the opportunity to purchase voluntary life insurance, using automatic payroll deduction. Employees may purchase additional life insurance for themselves or purchase a voluntary life insurance plan for their spouse or children from an Employer-sponsored group life insurance plan.

Section 6 - 403(b) Tax Deferred Annuity:

All eligible full-time and part-time Employees will have an opportunity to participate in an Employer approved 403(b) plan Tax Deferred Annuity (TDA) Program. Effective July 1, 2018, up to five percent (5%) of annual gross base wages contributed to the TDA by an Employee shall be matched by the Employer at one hundred percent (100%) rate.

Section 7 - Employee Assistance Program:

All part-time and full-time Employees are eligible to use the services of an Employee Assistance Program. The program is designed to help Employees identify and resolve life's problems that are impairing work performance. It is a voluntary program that provides short term, no cost counseling services for Employees and members of their households when facing problems with relationships, finances, alcohol and drug use, work stress, or personal problems.

Section 8 - Tuition Reimbursement:

Employees who participate in an Employer-approved training plan [see Article 19, Section 2] shall have 50% of tuition costs for training reimbursed by the Employer to the Employee at the time of registration. The balance will be reimbursed to the Employee by the Employer within 10 working days after documentation of satisfactory completion of the training is received by the Employer. (Satisfactory will be defined as a "C" or better in a graded course). Tuition will be defined as only the cost of the course instruction. This section does not pertain to training required by the Employer during the Employee's regularly scheduled work hours.

Employees who receive tuition reimbursement must remain employed with the Employer for a minimum of three (3) years following receipt of the reimbursement. If the Employee does not work for the minimum period following receipt of the reimbursement amount, the Employee will be required to pay the Employer back for the tuition reimbursement amount received on a pro-rata basis. (E.g. an Employee who works for two (2) of the three (3) year requirement will be required to reimburse the Employer one-third of the tuition reimbursement amount.)

ARTICLE 18

SUCCESSOR CLAUSE

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that the entity covered by this Agreement or any portion thereof is sold, transferred, merged, consolidated, abolished, or taken over by sale, transfer, merger, consolidation, assignment, receivership, administratorship or bankruptcy proceedings, such entity or portion thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, assignee, administrator, receiver, or trustee or the entity covered by this Agreement or any part thereof. Such notice shall be given, in writing, with a copy provided to the Local Union, at least sixty (60) days prior to the effective date of any sale, transfer, merger, consolidation, abolition, assignment, receivership, administratorship, or bankruptcy proceedings. In addition, the Employer shall notify the Local Union, in writing, whether the purchaser, transferee, assignee, receiver, administrator, or trustee has agreed to assume the obligation of this Agreement. Said notice shall be given to the Local Union not less than thirty (30) days prior to the effective date of any sale, transfer, merger, consolidation, abolition, assignment, receivership, administratorship, or bankruptcy proceedings.

In the event the Employer fails to require the purchaser, transferee, assignee, receiver, administrator, or trustee to assume the obligations of this Agreement, the Employer shall be liable to the Union and to the Employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement. In enforcing the provisions of this Article, the Local Union may take such action as it may deem appropriate, including but not by way of limitation, any action at law or in equity or any strike or other work stoppage. It is specifically agreed and understood that the terms of this Article and its enforcement by the Local Union shall not be subject to the provisions of the grievance procedure contained in Article 10.

ARTICLE 19

SALARY

Section 1:

Effective June 1, 2020 - Market adjustments for identified classifications, with a 2.0% general wage increase for all employees who have met probation. Probationary employees will receive a 1.5% general wage increase upon successful completion of 6 months of employment. Year two (2021) will have re-openers for both insurance and wages.

Section 2:

Employees who receive any of the following licensures, certifications, or 2 year /4 year graduate degrees, will receive the following increase to their hourly rate of pay. To be eligible, these licensures, certifications, or degrees must be relevant to the performance of employee's position. To be eligible, employee must receive approval from their supervisor/employer.

Approved certification, licensure, or credential program	\$0.50 per hour
Two-year Associate degree	\$0.75 per hour
Four-year Bachelor's degree	\$1.00 per hour
Graduate (Master's) degree	\$2.00 per hour

Section 3:

An additional \$.40 will be added to the hourly wage for Employees who demonstrate proficiency which includes translation and interpretation abilities in a language other than English and who use that proficiency in their job at least 25% of their work time. The \$.40 will be added for Employees who are either bilingual or biliterate. If Employees demonstrate both bilingual and biliterate proficiency, the rate will be \$.60. The Employer will establish proficiency through a testing process agreed upon between the Union and the Employer. The Employer will also make the determination as to the need and usage of the proficiency based on organizational and client needs.

In the event that the Employer needs translation and interpretation services outside the scope of the abilities or responsibilities of current Employees, the Employer will obtain those services at rates comparable to those it would customarily pay for independent contractors. TCC Employees will have first opportunity to perform the service subject to the following conditions:

- A) Time must be available during the Employee's normal work week so that translation time is not used to generate overtime.
- B) Translation and interpretation time outside the normal scope of employment is not subject to callback minimums.

The use of Union Employees is limited to circumstances not subject to confidential personnel matters.

ARTICLE 20
SAVINGS CLAUSE

Section 1:

This Agreement is subject to the laws of the United States and of the State of Minnesota. In the event any provision of this Agreement shall be held contrary to law by the court of competent jurisdiction from whose final decree or judgment no appeal has been taken within the time limit provided, such provisions shall be voided. Mandatory changes in the law or other governmental regulations or instructions affecting the provisions of this Contract shall become effective immediately. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

Section 2:

It is further agreed and understood that, notwithstanding anything to the contrary in this Agreement, the Company is bound and required to abide by certain laws, rules, regulations, policies and procedures (as may be amended from time to time) associated with its acceptance of financing from and status as a Head Start and Early Head Start provider, and that, wherever those laws, rules, regulations, policies and/or procedures conflict with or are inconsistent with this Agreement, those laws, rules and regulations, policies and procedures shall supersede, take precedence over and govern the Employees' terms and conditions of employment. If such a conflict or inconsistency is discovered, Employer will provide the Union with the information showing the conflict or inconsistency as soon as practicable.

ARTICLE 21

REOPENER

If the Employer endures a material loss or funding, loss of facilities control, loss of a grant or material increase in operating expenses, it may at its option reopen this Agreement.

ARTICLE 22

NO STRIKE

The Union, its officers, agents, members, and employees covered by this Agreement agree that so long as the Agreement is in effect, there shall be no strikes, partial or complete sit-downs, slowdowns, stoppages or cessations of work, boycotts, or any unlawful acts of any kind that interfere with the Employer's operation or its provisions of services.

ARTICLE 23
DURATION OF AGREEMENT

The parties mutually agree that this Agreement shall continue in full force and effect until December 31, 2021, and from year to year thereafter unless either party hereto shall give notice sixty (60) days prior to the annual expiration date of a desire to terminate or amend said Agreement. If settlement on such a new Agreement cannot be reached within the sixty (60) days, the present Agreement shall remain in effect until a new settlement has been reached.


IN WITNESS WHEREOF, the parties have executed these Agreements as follows:

For TCC BOARD OF DIRECTORS

For AFSCME LOCAL #3628



CHAIR

 10/29/2020
PRESIDENT


EXECUTIVE DIRECTOR

 10.28.2020
STAFF REPRESENTATIVE

Dated this Twenty-Ninth day of October _____, 2020.

UNION HIRING SCHEDULE 2020

Grade

1	10.71 - 13.92
2	12.24 - 14.28
3	13.26 - 16.32
4	13.26 - 16.83
5	13.77 - 17.85
6	15.30 - 19.38
7	15.30 - 20.40
8	16.83 - 21.42

Upon successful completion of six months new scheduled employees will receive a 1.5% increase

GRADE 1:	Classroom Aide
GRADE 2:	Food Preparer
GRADE 3:	Bus Driver Classroom Aide/Bus Driver
GRADE 4:	Assistant Teacher
GRADE 5:	Assistant Teacher (CDA) Food Service Technician Health Services Assistant Secretary/Receptionist
GRADE 6:	Weatherization Inspector Family Services Worker I Housing/Loan Assistant
GRADE 7:	Data Specialist Transportation & Loan Specialist Family Services Worker II (LSW) Home Visitor I (CDA) Combination Teacher Health Insurance Navigator
GRADE 8:	Home Based Teacher (ECE) Home Visitor II (ECE) EHS Co-Teacher