LABOR AGREEMENT

PRAIRIE LAKES YOUTH PROGRAMS

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)-AFL-CIO

MINNESOTA COUNCIL NO. 65

LOCAL UNION #559

JANUARY 1, 2018 - DECEMBER 31, 2020

ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the Prairie Lakes Youth Programs Board, hereinafter referred to as the Employer, and Local 559, Council No. 65, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The intent and purpose of this AGREEMENT IS TO:

1.1 Establish certain wages and other conditions of employment;

1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;

1.3 Specify the full and complete understanding of the parties; and

1.4 Place in written form the parties' agreement upon the terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative under the Public Employment Labor Relations Act (PELRA) in the following bargaining unit certified by the Minnesota Bureau of Mediation Services Case No. BMS Case No. 14PCE0049 within the meaning of Minn. Stat. 179A.03, subd. 14,:

All employees of the licensed, secure juvenile detention facility of Prairie Lakes Youth Programs excluding non-essential, non-secure, supervisory and confidential employees.

ARTICLE 3. DEFINITIONS

1. Union: The American Federation of State, County and Municipal Employees (AFSCME) Local No 559, Minnesota Council 65

2. Employer: Prairie Lakes Youth Programs.

3. Classification: One or more positions that have similar duties, responsibilities, and general qualifications necessary to perform the duties.

4. Regular Full-time Employee: An employee who works at least forty (40) hours per week on a regular basis who has completed the applicable probationary period. For purposes of this agreement, Nightwatch Counselors working an average of 37.25 hours in a two week period shall be considered Regular Full-time Employees.

5. Regular Part-time Employee: An employee who works less than forty (40) hours per week on a regularly scheduled basis, who is a public employee within the meaning of the Public Employees Labor Relations Act and has completed the applicable probationary period.

6. Part-time Fill-in Employee: A bargaining unit employee who is a public employee within the meaning of the Public Employees Labor Relations Act that does not have a regular work schedule throughout the year or who is called upon when existing conditions necessitate immediate action to carry out the work of the Employer.

7. Probationary Period: A newly hired or rehired employee shall serve probationary period of 2080 hours of hours actually worked, during which time the employee is "at-will" and may be terminated at the sole discretion of the employer with or without cause and no grievances may be filed for such termination of employment.

8. Trial Period: The first 1040 hours of actually worked after a bargaining unit member is promoted or transferred into a different classification, after having completed their initial probationary period within the bargaining unit.

9. Demotion: A change in employment from a position in one job classification to a position in another classification with less responsible duties and lower compensation.

10. Layoff: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.

11. Leave of Absence: An approved absence from work duty during a scheduled work period with or without compensation.

12. Promotion: A permanent change in employment from a position in one job classification to a position in another job classification with more responsible duties and higher compensation.

13. Pyramiding: The payment of more than one form of premium compensation for the same hours of work.

14. Days: Unless otherwise indicated, means calendar days.

15. Continuous Service: Unceasing service from last date of hire until termination of employment, including approved leaves of absence and periods of layoff unless:

    (i) The Employee accepts another position and resigns while on a leave of absence;
    (ii)The Employee fails to accept recall from layoff pursuant to Article 16;
    (iii) The Employee accepts a position outside the bargaining unit.

16. Seniority:

a. Bargaining Unit: Length of continuous service of an Employee in a position subject to this Agreement with the Employer. For part-time employees, seniority is pro-rata based upon actual hours worked per year.

b. Job Classification Seniority: Length of service in a job classification covered by this Agreement. For part-time employees, seniority is pro-rata based upon actual hours worked per year.

17. Immediate Family: The employee's spouse, children, parents, grandparents, grandchildren, guardian, brothers, sisters, or wards of the employee, the spouse's parents, brothers and sisters.

18. Good Standing: An employee eligible for rehire and eligible to receive all accrued benefits upon voluntary resignation.

ARTICLE 4. UNION SECURITY

4.1 In recognition of the Union as the exclusive representative, the Employer shall:

4.1.1 The Employer shall deduct an amount 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 Agency, and

The Employer shall remit such deductions to *AFSCME Council 65 (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.

The Union shall provide the formula to calculate the actual dues deduction to the Employer and is willing to provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in electronic format or via U.S. mail.

4.1.2 Fair Share. The Union may collect a Fair Share Fee from bargaining unit members who choose not to become members of the Union. Any Fair Share Fee collected by the Union shall be accomplished in accordance with Minn. Stat. Sect. 179A.06, Subd. 3.

4.2 The Union agrees to indemnify and hold the Employer harmless from any and all action, suits, claims, damages, judgments, or any other form of liability, liquidated or

unliquidated, which any person may have or claim to have now or in the future arising out of or by reason by any action taken or not taken by the Employer pursuant to this Article

4.3 The Union agrees to represent all members of the unit fairly and without discrimination.

4.4 The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and designation of successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representative(s).

4.4.1 The Employer agrees to recognize stewards certified by the Union as provided in this Section. Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s), which will be limited to such times that will not unduly disrupt the work of the Employer or the security of the facility, and with sufficient advance notice to allow sufficient time to arrange for staffing. Stewards and other Union officers shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances to the Employer but such time shall be without pay. However, meetings scheduled with the employer shall be with pay, up to a maximum of fifteen (15) minutes per meeting.

4.5 The Employer agrees to allow the Union to use designated bulletin boards and interoffice mail slots for the purpose of posting notices of Union meetings, election, election returns and appointments to office. The Union agrees to limit the posting of such notices to designated locations.

ARTICLE 5. EMPLOYER AUTHORITY

5.1 The Employer retains the full and unrestricted right to operate and direct the affairs of the Employer in all its various aspects including, but not limited to: determine the number of personnel by which such operations and services are to be conducted; select personnel; direct of the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, and operation of the organization; to determine the organization's functions and programs; to determine and set its overall budget and organizational structure; to assign overtime; to determine whether goods or services should be made or purchased; to hire or promote employees; to relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; to determine the utilization of technology and to change or eliminate existing methods, equipment or facilities and to perform any inherent managerial function not specifically limited by this Agreement.

5.2 Operate and manage affairs in all respects in accordance with existing and future laws and regulations or appropriate authorities including Personnel Policies and Work Rules which are not a subject of bargaining;

5.3 Maintain the efficiency of the government operations; and

5.4. Take whatever actions may be necessary to carry out the missions of the Agency in emergencies.

ARTICLE 6. WORK SCHEDULES

6.1 The normal hours of work for Regular Full-Time Employees shall be forty (40) hours a week.

6.2 Work shifts, staffing schedules and the assignment of employees thereto, shall be established by the Employer.

6.3 Employees shall be compensated for meal periods when they are supervising residents. Breaks are provided as circumstances allow. Employer cannot guarantee rest periods at specific times.

6.4 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

6.5 Over-time pay shall be paid at a rate of 1 ½ times the non-exempt employee's regular rate of pay for each hour worked in a work week in excess of forty (40) hours per week as provided for in the Fair Labor Standards Act. Training hours shall be included in hours of work as provided in the FLSA.

6.6 Comp time may be accumulated to sixty (60) hours. Any hours earned in excess will be paid out. Part-time Fill In staff will be allowed to bank comp time.

6.7 The normal work week shall begin at 12:00 a.m. on Tuesday and end the following Monday at 11:59 p.m.

6.8 Employees must notify the Employer of any outside employment in advance in order for the Employer to determine if such employment is in conflict with State law or Agency policy. Part-time fill-in employees with outside employment shall notify the Employer by the 15th day of the preceding month of their schedule with their second employer for the upcoming month.

ARTICLE 7. HOLIDAYS

7.1 Non-exempt employees scheduled to work on a holiday shall receive double time pay for each hour worked or granted another day off. Fill-in staff will receive holiday pay at 2X their rate of pay when a holiday is worked.

7.2 HOLIDAYS

Holiday	Observance
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25

For those working a set Monday – Friday schedule:
Actual Holidays that fall on a Saturday shall be observed on the preceding Friday.
Actual Holidays that fall on a Sunday shall be observed on the following Monday.

7.3 Full-time and part-time employees may bank comp time for holidays not to exceed total accumulation of sixty (60) hours. Any comp hours earned above sixty (60) hours will automatically be paid out.

7.4 When a paid holiday falls during an employee's scheduled vacation period, that holiday will not be charged as vacation.

ARTICLE 8. VACATIONS

8.1 Full time employees shall be granted an annual vacation based on the respective Service Credits listed below.

Service Credit	Annual Leave
0 –3 years	3.7 hours per 80 hours service
3+ - 5 years	4.3 hours per 80 hours service
5+ -10 years	4.62 hours per 80 hours service
10+ -15 years	6.42 hours per 80 hours service
15+ -20 years	7.25 hours per 80 hours service
20+ years	8 hours per 80 hours service

Vacation requests when practicable shall be made by the 20th of the month proceeding the time off. The Employer will endeavor to respond to such requests within 5 days.

8.2 Employees may accumulate vacation time to a maximum of 264 hours.

8.3 Vacation Payout - Employees who resign or retire in good standing shall be compensated in cash for the unused vacation he/she has accumulated at the date of separation, not to exceed 264 hours.

8.4 Regular Part-Time Employees working more than 30 hours per week shall earn vacation on a prorated basis.

8.5 Employees who have accumulated a total of at least 120 vacation hours may cash in 40 hours when using 40 continuous hours, or 5 continuous days, for vacation and retain a minimum of 40 hours or employees who have accumulated a total of at least 40 hours of comp time may cash in 40 hours of comp time when using 40 continuous hours of vacation time, or 5 continuous days of vacation time, for leave and retain a minimum of 40 hours of vacation. This option can be used one time each calendar year.

8.6 Probationary Employees may use accumulated vacation leave after completion 1040 hours of work.

8.7 Part-Time Fill-In Employees.
Subd. 1. - Part-time fill-in employees will be evaluated after 12 months of employment to see if the employee qualifies for the incentives. To qualify for the incentive each part-time employee will have to average 26 hours a week for a year and work 3 out of the 6 major holidays or holiday weekends. The holidays that have been selected as major are as follows: Memorial Day Weekend, Fourth of July or Weekend, Labor Day Weekend, Thanksgiving Day, Christmas Day, and New Year's Day. Our evaluation time will be January of each year and the employer will prorate the hours and holidays if the employee started after January.
Subd. 2.- Part-time fill-in employees who qualify shall receive 3.7 hours of vacation for every 80 hour pay period for the year, this would compute to 96,2 hours, 24 pay periods x 4.01 hours = 96.24
Subd. 3. – The employee may turn in all hours for pay or they may use them as they want during the slow times of PLYP.

ARTICLE 9. SICK LEAVE

9.1 All full-time employees shall earn 3.7 hours of sick leave per pay period, with maximum accumulation of 800 hours.

9.2 Regular Full-Time Employees using not more than 24 hours of their sick leave during the period from January 1 to December 31, shall be credited with sixteen (16) additional hours vacation time. However, at no time shall vacation time exceed 264 hours. Vacation time transfers for regular part-time employees shall be prorated.

9.3 A doctor's certificate may be required for three (3) sick leave absences within a thirty day period or when sick leave abuse is suspected.

9.4 Regular full-time employees may use sick leave for temporary absences for any of the following reasons:

9.1.1 Illness or injury to the employee, causing absence from work.

9.1.2. Illness or injury to the employee's minor child;

9.1.3 Up to 160 hours in a 12 month period for the illness or injury to the employee's minor child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law, father-in-law, or stepparent for such reasonable periods of time as the employee's attendance may be necessary (Minn. Stat. § 181.9413, as amended).

9.1.4 Pregnancy related disability.

9.1.5 For the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined Minn. Stat. § 181.943, as amended.

9.5 When an employee cannot report to work for a sick leave related reason, the employee shall notify their supervisor before the start of the normally scheduled workday if possible, but in no event later than thirty minutes after the employee's scheduled start time. The employee must notify the Employer whether the leave is for their own illness or injury or another authorized reason, without disclosing a diagnosis.

9.6 In the case of an employee drawing Workers' Compensation, the Agency shall supplement the Employee's Worker's Compensation pay from the Employee's accumulated sick leave and/or accumulated vacation.

9.7 Employees may not use medical leave during the last two weeks of employment after submitting their resignation, except in the case of accident, injury or documented illness of the employee.

9.8 Sick Leave Severance

9.8.1 Upon resignation in good standing, employees with 15 years continuous service shall be eligible for severance pay by multiplying the employee's current hourly rate by the number of unused accumulated sick hours x 35%, but not to exceed 800 hours, or $8,500, whichever is less. In case of death of the employee, severance pay shall be paid to the legal heirs.

9.8.2 Upon resignation in good standing, employees with 20 years continuous service shall be eligible for severance pay by multiplying the employee's current hourly rate by the number of unused accumulated sick hours x 40%, but not to exceed 800 hours, or $10,000, whichever is less. In case of death of the employee, severance pay shall be paid to the legal heirs.

9.8.3 Upon resignation in good standing, employees with 25 years continuous service shall be eligible for severance pay by multiplying the employee's current hourly rate by the number of unused accumulated sick hours x 45%, but not to exceed 800 hours, or $15,000, whichever is less. In case of death of the employee, severance pay shall be paid to the legal heirs.

100% of the total dollar amount of the severance package will be placed into the Post-Retirement VEBA or HSA for the resigning or retiring employee.

ARTICLE 10. FUNERAL LEAVE

Regular full-time employees shall be allowed up to three (3) working days with pay for funeral leave in the event of a death in the employee's immediate family. One of the days shall be without deduction from the employee's leave bank and the remaining two days shall be deducted from the Employee's accumulated sick leave bank. If the Employee has insufficient sick leave, the time shall be without pay or the Employee may use vacation. Additional days of funeral leave may be permitted at the discretion of the Director, which will be attributed to the Employee's vacation leave bank, or unpaid. Regular part-time employees shall be allowed funeral leave on a pro-rated basis.

ARTICLE 11. LEAVES OF ABSENCE

11.1 Paid and Unpaid Leaves of Absence such as, but not limited to Jury Duty, Military Service Leave, FMLA and Parenting Leave shall be granted as provided for in statute and the current Prairie Lakes Personnel Policy handbook.

ARTICLE 12. OVERTIME

12.1 All work performed in excess of forty (40) hours per week by non-exempt employees covered under the Fair Labor Standards Act shall be considered overtime and will be compensated for in cash at time and one-half (1½) rates.

12.2 No overtime will be worked without the express advance permission of the employee's supervisor.

12.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Vacation Leave and Sick Leave shall count as hours worked towards the calculation of overtime.

ARTICLE 13. INSURANCE

13.1 The Employer agrees to contribute to the premiums for health insurance pursuant to the terms of a contract between the Employer and the insurance carrier. The Employer's obligation is to contribute to insurance premiums and shall not be construed as being a

provider of insurance benefits. Employees are directed to the insurance policy documents for information regarding their benefits.

13.2 The Employer agrees to pay the cost of single health insurance coverage for those employees working fulltime.

13.3 The Employer agrees to contribute up to $1,150.00 per month towards dependent coverage for those employees working full-time who choose dependent coverage.

13.4 The Employer shall contribute $100.00 monthly into a VEBA/HSA for employees covered under single coverage. The Employer shall contribute $150.00 monthly into a VEBA/HSA for employees covered under dependent coverage. The Employer shall contribute $400.00 monthly into a VEBA/HSA for employees who do not elect coverage from the Employer.

13.5 Life Insurance: The Employer shall pay the premium for a life insurance policy in the amount of $20,000 for all Regular Full-Time employees.

13.6 The Employer agrees to pay for single employee dental insurance coverage for Regular Full-Time employees.

13.7 The Employer will abide by all applicable standards of the Affordable Care Act.

ARTICLE 14. GRIEVANCE PROCEDURE

14.1 A grievance shall be defined as a dispute or disagreement between the Employer and an employee regarding the interpretation or application of a specific term of this Agreement.

14.2 Procedure

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after such alleged violation has occurred, present or have union steward or staff representative present, the grievance to the Employee's supervisor. The grievance shall be presented in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought. The Supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. If there is no level of supervision between the employee and the Executive Director the grievance shall be presented at Step 2.

Step 2. A grievance not resolved in Step 1 may be appealed to the Executive Director in writing within ten (10) calendar days after the Supervisor's answer in Step 1, and shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Any grievance not appealed in writing to Step 2 within ten (10) calendar days shall be considered waived. The

Executive Director shall discuss the grievance within ten (10) days with the employee and the employee's representative. The Executive Director or designee shall respond to the Union in writing within ten (10) days of the meeting.

Step 3. A grievance not resolved at Step 2 may be appealed to the in writing to the Board within ten (10) calendar days following the Executive Director's Step 2 decision. The Board will consider the Step 3 grievance at its next regularly scheduled meeting. The Board or its designee shall issue the Employer's Step 3 decision within thirty (30) days of the meeting.

Step 4. A grievance unresolved at Step 3 and not appealed or to Step 4 or resolved may be appealed to Step 5 within ten (10) days and submitted to arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice of the appeal to Step 5 has been given. If the parties fail to select an arbitrator within the seven day period, the Bureau of Mediation Services shall be contacted to provide a panel of seven (7) arbitrators. Both the Employer and the Union shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the selected

Absent any factors beyond the control of the Union or the Employer, the Union and the Employer shall select an arbitrator within ninety (90) calendar days from the date the Union appeals the grievance to Step 5 of the grievance procedure. If no selection is made within this ninety (90) day timeframe, the grievance shall be considered waived. However, no such waiver shall occur due to the failure of the Employer to engage in the selection process.

14.3 Arbitrator's Authority

14.3.1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator may not ignore the language of the Agreement to pursue the rule of the shop or other considerations beyond the scope of the written Agreement.

14.3.2. 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's decision shall be submitted in writing within thirty (30) 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 binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

14.3.3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own 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. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

14.4 Waiver

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

14.5 Choice of Remedy

A grievance unresolved at Step 3 that involves a suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed either to Step 4 of Article XIII or a procedure such as the Veteran's Preference or other statutory proceeding. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall elect in writing which procedure is to be utilized, Step 4, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

ARTICLE 15. DISCIPLINE

15.1 The EMPLOYER will discipline employees only for just cause. Discipline will be in one or more of the following forms, as appropriate to the circumstances: oral reprimand with written documentation, written reprimand, suspension, demotion, or discharge. The foregoing is not meant to imply a sequence of events.

15.2 Employees shall have the right to request that a union representative be present during an investigatory interview which may lead to disciplinary action.

15.3 Grievances relating to a suspension or discharge may be initiated by the Union at Step 3 of the grievance procedure under Article XIV.

ARTICLE 16. SENIORITY, LAYOFF AND RECALL

16.1 In the event of layoff, employees will be laid off on the basis of job classification seniority. Job classification seniority shall be based upon number of hours worked in the job classification.

The employee laid off shall then have the opportunity to bump the least senior employee in a job classification the employee previously held, provided the employee has more seniority than the employee he/she intends to bump.

16.2 Recall from layoff will be on the basis of job classification seniority. Recall rights will continue for twelve (12) months after layoff. The Notice of Recall for any employee who has been laid off shall be sent by certified mail to the last known address of the employee. Recalled employees shall have ten (10) working days after the Notice of Recall is postmarked as having been mailed to notify the EMPLOYER of their intent to return to work, and must report to work within fifteen (15) days of the Notice. The failure of a laid off employee to notify the EMPLOYER and report to work within these time periods shall forfeit all recall rights. Employees on layoff shall forward any change of address to the employer

16.3 No new employee shall be hired to work in classifications in which layoffs have occurred until all employees in those classifications on layoff status who wish to return have been recalled.

16.4 Seniority lists: The EMPLOYER shall establish seniority lists by Bargaining Unit and job classification seniority and will provide such lists to the UNION upon request. The UNION shall be notified of new hires within the bargaining unit, including job classification and rate of pay.

16.5 Newly hired employees shall be placed on the seniority lists upon completion of their probationary periods.

16.6 Bargaining Unit seniority shall be used for the purpose of determining benefits

ARTICLE 17. JOB POSTINGS

All regular job or position openings shall be posted in each building for no less than five (5) calendar days. The Employer may advertise externally at the same time as the internal posting.

ARTICLE 18. PROBATION AND TRIAL PERIODS

18.1 All newly hired or rehired employees shall be probationary and shall serve a probationary period of 2080 hours actually worked.

18.2 The Employer, at its sole discretion, may discipline or discharge a probationary employee, and such action shall not be subject to the grievance procedure.

18.3 All employees promoted or transferred to a new bargaining unit position shall serve a trial period of 1040 hours actually worked.

18.4 The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion, at the Employer's discretion. Such action shall not be subject to the grievance procedure. An Employee may choose to revert back to his/her former position and salary during the trial period. The Employee shall be entitled to use all accumulated vacation and sick leave during the trial period.

ARTICLE 19. RESIGNATION

19.1 Employees shall provide a minimum of two (2) weeks written notice of their resignation.

19.2 An employee who does not submit a written resignation in compliance with the above referenced time lines shall be deemed as having not resigned in good standing, absent compelling circumstances as determined by the Employer.

19.3 An employee who does not resign in good standing:

19.3.1 Shall be deemed ineligible for rehire, which shall be noted in the Employee's personnel file.

19.3.2 Shall forfeit sick leave and vacation benefits.

19.4 Resigning while a complaint of misconduct is pending shall be considered not in good standing.

19.5 An employee who has been absent from work without approved leave for three (3) days shall be deemed a voluntary quit without notice not in good standing.

19.6 Employees may not use medical leave during the last two weeks of employment after submitting their resignation, except in the case of accident, injury or documented illness of the employee.

ARTICLE 20. RIGHT OF SUBCONTRACT

20.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement.

20.2 In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than thirty (30) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and negotiate with the Union to discuss possible ways and means to minimize the impact on the unit.

ARTICLE 21. CLASSIFICATION AND WAGES

21.1 Employees shall be paid in accordance with Attachment A. Employees shall receive both a 2% cost of living adjustment to schedules and step movement in 2018, 2019, and 2020. All employees shall receive cost of living adjustment on January 1st. Employees whose anniversary dates are from January 1 through June 30 shall receive steps on January 1. Employees whose anniversary dates are from July 1 through December 31 shall receive steps on July 1.

21.2 Notwithstanding any provision for the continuation of the agreement following the expiration of the term pursuant to P.E.L.R.A., steps on any wage schedule shall not be automatic. The Employer reserves the right to deny or withhold steps following the expiration of the term of this Agreement.

21.3 In the event that an Employee is promoted to a higher job classification, the Employee shall be placed on the closest but next highest step on the salary schedule relative to the employee's prior placement on the pay plan.

21.4 Normally, newly hired employees shall be paid at the first step of the wage schedule and progress to the next step on their anniversary date of employment. However, new employees may be granted credit for applicable education, training, and/or experience. Except in unusual circumstances, a newly hired employee's beginning rate of pay will not exceed the pay rate of any existing employee in the same job classification.

21.5 A shift differential of $0.50 shall be added to the employee's hourly rate of pay for all work performed between 5:00 p.m. and 5:00 a.m.

21.6 Longevity Schedule (longevity shall be added to the employees current hourly rate of pay.)

20 -24years of service - $0.50
25 -29years of service - $0.75
30 + years of service - $1.00

ARTICLE 22. WAIVER

22.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

22.2 This Agreement shall represent the complete agreement between the Union and the Employer.

22.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agree to do so.

ARTICLE 23. SAVINGS CLAUSE

23.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

23.2 Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by the authorized representatives of the Union and Employer. A refusal of either party to modify, vary or alter the terms of this agreement shall not be grievable.

ARTICLE 24. TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2018 through December 31, 2020 and will be renewed per PELRA.

IN WITNESS WHEREOF, the parties hereto have set their hands this __ day of ____, 2017.

FOR THE EMPLOYER

Chairman
Prairie Lakes Youth Programs Board

12-28-17

Darin Balken
Executive Director

FOR THE UNION

12-28-17

Business Representative
AFSCME Council 65

President
AFSCME #559

Negotiating Committee Representative
AFSCME #559

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Position								
Counselor I (Relief) 2018	Base	1	2	3	4	5	6	7
Hourly per 2080 2017	$ 13.29	$ 13.53	$ 13.71	$ 14.37	$ 15.08	$ 15.57	$ 16.08	$ 16.61
2018	$ 13.56	$ 13.80	$ 13.98	$ 14.66	$ 15.38	$ 15.88	$ 16.40	$ 16.94
2019	$ 13.83	$ 14.08	$ 14.26	$ 14.95	$ 15.69	$ 16.20	$ 16.73	$ 17.28
2020	$ 14.10	$ 14.36	$ 14.55	$ 15.25	$ 16.00	$ 16.52	$ 17.06	$ 17.63

Corrections Counselor I 2018	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	18
Hourly per 2080 2017	$ 15.29	$ 15.78	$ 16.29	$ 16.82	$ 17.37	$ 17.95	$ 18.54	$ 19.16	$ 19.81	$ 20.48	$ 21.19	$ 21.93	$ 22.69	$ 23.48	$ 23.96	$ 25.14	$ 25.63
2018	$ 15.59	$ 16.10	$ 16.62	$ 17.15	$ 17.72	$ 18.31	$ 18.91	$ 19.55	$ 20.20	$ 20.89	$ 21.61	$ 22.36	$ 23.14	$ 23.95	$ 24.44	$ 25.64	$ 26.14
2019	$ 15.91	$ 16.42	$ 16.95	$ 17.50	$ 18.08	$ 18.67	$ 19.29	$ 19.94	$ 20.61	$ 21.31	$ 22.05	$ 22.81	$ 23.60	$ 24.42	$ 24.93	$ 26.16	$ 26.67
2020	$ 16.22	$ 16.75	$ 17.29	$ 17.85	$ 18.44	$ 19.05	$ 19.68	$ 20.34	$ 21.02	$ 21.73	$ 22.49	$ 23.27	$ 24.08	$ 24.91	$ 25.43	$ 26.68	$ 27.20

NW Counselor 2018	Base	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	18
Hourly per 1976 2017	$ 15.55	$ 16.05	$ 16.56	$ 17.09	$ 17.64	$ 18.21	$ 18.81	$ 19.43	$ 20.07	$ 20.74	$ 21.45	$ 22.19	$ 22.95	$ 23.74	$ 24.22	$ 25.40	$ 25.91
2018	$ 15.86	$ 16.37	$ 16.89	$ 17.43	$ 17.99	$ 18.57	$ 19.18	$ 19.82	$ 20.47	$ 21.16	$ 21.88	$ 22.63	$ 23.41	$ 24.21	$ 24.71	$ 25.91	$ 26.43
2019	$ 16.18	$ 16.69	$ 17.23	$ 17.78	$ 18.35	$ 18.95	$ 19.57	$ 20.21	$ 20.88	$ 21.58	$ 22.32	$ 23.09	$ 23.88	$ 24.70	$ 25.20	$ 26.43	$ 26.96
2020	$ 16.50	$ 17.03	$ 17.57	$ 18.13	$ 18.72	$ 19.33	$ 19.96	$ 20.62	$ 21.30	$ 22.01	$ 22.77	$ 23.55	$ 24.36	$ 25.19	$ 25.71	$ 26.96	$ 27.49

2018 - 2% + Steps
2019 - 2% + Steps
2020 - 2% + Steps