

LABOR AGREEMENT

BETWEEN

**BECKER COUNTY
DEVELOPMENTAL ACHIEVEMENT CENTER**

AND

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

2017-2019

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PREAMBLE

This Agreement is entered into on **January 1, 2017**, by Becker County Developmental Achievement Center (DAC), hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Minnesota Council No. 65, Local Union No. 881, AFL-CIO, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to:

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

ARTICLE 1. RECOGNITION

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

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

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

- 1.3 **Definitions.**

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

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

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

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

Temporary/Casual Employee: The Employer may employ temporary/casual employees. It is intended that temporary/casual employees are not covered employees under this Agreement because they do not have the same community of interests as the regular full-time and/or regular part-time employees. Casual employees work less than sixteen (16) hours per work week. Temporary employees hold positions of a temporary or seasonal character for a period not in excess of three (3) months within a calendar year.

ARTICLE 2. UNION SECURITY

2.1 In recognition of the Union as the exclusive representative:

2.1.1 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, using a payroll deduction card provided by the Union; and, the deduction of dues shall commence thirty (30) working days after initial employment with the Employer, and

2.1.2 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

2.1.3 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.

2.1.4 Fair Share/Agency Fee. The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minnesota Statutes section 179A.06, subd. 3.

2.1.5 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 as a result of action taken by the Employer under all provisions of this Article pertaining to dues or other Union approved deductions.

2.2 **Bulletin Board.** The Union shall be able to maintain a bulletin board, in a mutually agreeable location in the work place, for the purpose of posting notices of Union meetings, elections, appointments of office, recreation or social affairs, or related items. The bulletin board shall be paid for and maintained by the Union and shall not exceed a maximum size of two (2) feet by three (3) feet.

ARTICLE 3. EMPLOYER AUTHORITY

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

ARTICLE 4. NON-DISCRIMINATION.

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

ARTICLE 5. WORK SCHEDULES

- 5.1 **Work Schedules.** The Employer shall designate the work schedule for each employee. The Employer reserves the right to change the existing work schedule if the Employer determines that the change is reasonably necessary to meet the needs of the Employer. Employees will receive notice of changes in the work schedule as far in advance as is reasonably practicable.
- 5.2 **Out of Class Pay.** If an employee works in a higher classification on a temporary basis for more than five (5) consecutive working days, that employee shall receive pay for the higher

classification as out-of-class pay commencing with the sixth consecutive working day of such work. Employees shall also be paid out-of-class pay for the first five (5) working days on the sixth consecutive working day of such work. The employee is to be paid the designated starting wage for the higher classification or an additional two percent (2%) increase over the employee's current rate of pay, whichever is greater.

ARTICLE 6. OVERTIME

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

ARTICLE 7. HOLIDAYS

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

New Year's Day – January 1

Good Friday – Friday before Easter

Memorial Day – Last Monday in May

Independence Day – July 4

Labor Day – First Monday in September

Thanksgiving Day – Fourth Thursday in November

Christmas Day – December 25

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

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

ARTICLE 8. ANNUAL LEAVE

- 8.1 **Yearly Calendar.** Staff vacation days, in-service days, holidays, and days of DAC operation will be determined by the DAC yearly calendar. Days of DAC operation will be determined by the Employer and placed on a DAC yearly calendar. The Board of Directors shall approve the yearly calendar.

- 8.2 **Annual Leave Hours per Day.** Employees eligible for annual leave shall receive pay for leave used according to position grade and the employees' regular work schedule. Grades 2, 3 and 4 shall be paid for no more than seven and one-half (7 ½) hours per day when using sick time, accrued vacation, or personal leave. Grades 5 through 7 shall be paid for no more than eight (8) hours per day when using sick time, accrued vacation, or personal leave.

- 8.3 **Vacation Leave Accrual.** Regular Full-Time Employees shall accrue program calendar vacation days according to the following schedule:

| | |
|---------------------------------|---|
| 1st calendar year of employment | 2.5 days |
| 2nd calendar year of employment | 5 days |
| 3rd calendar year of employment | 7 days |
| 4th calendar year of employment | 10 days |
| 5th calendar year of employment | 15 days |
| 6th calendar year of employment | 17 days |
| 7th calendar year of employment | all program calendar vacation days (appx. 25) |

Paid vacation days will be prorated according to days worked during the calendar year for employees who work a partial year due to an unpaid leave of absence or termination of employment. Vacation days may only be used on scheduled program calendar vacation days.

Employees in Grade 4 may also use vacation days on any work day. Vacation days will be forfeited if unused at the end of the calendar year.

8.4 Administrative Vacation Leave. Employees who are classified in Grades 6 and 7 shall be granted one (1) administrative vacation day after two (2) years of service at that Grade level. One (1) additional administrative vacation day shall be granted per year thereafter, up to a maximum of five (5) administrative vacation days per year. All requests for administrative vacation leave shall be made as soon as is practical for the employee, but must be made no less than three (3) working days prior to the requested leave and approved by the supervisor and Executive Director. All unused administrative vacation days will be forfeited if unused at the end of the calendar year.

8.5 Personal Leave. After one (1) year of employment, Regular Full-Time Employees shall receive two (2) paid personal leave days per calendar year. Regular Full-Time Employees who have completed their sixth calendar year of employment shall be granted an additional two (2) personal leave days per calendar year. All requests for Personal Leave shall be made as soon as is practical for the employee, but must be made no less than three (3) working days prior to the requested Leave and approved by the supervisor and Executive Director. Personal leave days will be forfeited if unused at the end of the calendar year.

Regular Full-Time Employees who have completed their sixth calendar year of employment shall be allowed to carry over a maximum of one (1) unused personal day into the following calendar year. All other personal leave days will be forfeited if unused at the end of the calendar year.

8.6 Personal Leave Incentive. All employees who have not been absent from work, except for compassionate leave and personal leave, for either the first or second half of a calendar year, will be granted one (1) additional personal leave day for the following calendar year for each applicable six (6) month period (maximum of two (2) per year). Employees may use these additional personal leave days in accordance with paragraph 8.5, Personal Leave. Any additional personal leave days granted under this paragraph will be forfeited if unused at the end of the calendar year for which they were granted.

ARTICLE 9. SICK LEAVE

9.1 Sick Leave. Employees shall earn sick leave at the rate of one (1) paid sick hour for each nineteen (19) hours worked. Annual sick leave shall accrue monthly as it is earned. The

maximum carryover of sick leave from one year to the next per employee shall be sixty (60) days. Employees will not accrue sick leave benefits while on any type of paid or unpaid leave. Employees may not use sick leave until successfully completing the six (6) month introductory period.

- 9.2 **Utilization.** Compensation for sick leave will be based upon the employee's salary rate at the time sick leave is taken. An employee shall be granted sick leave with pay to the extent of the employee's accumulation for absences necessitated by illness, disability, or by necessity for medical, chiropractic, dental care, optical care, or for serious illness of the employee, his or her spouse, children, parents, domestic partner, or other immediate family member living in the household.

For purposes of this provision, a "domestic partner" shall be defined as any two adults who meet all of the following requirements; (1) are not related by blood closer than permitted under marriage laws of the State of Minnesota, (2) are not married, (3) are competent to enter into a contract, (4) are jointly committed to each other for the necessities of life, (5) are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities, (6) do not have any other domestic partner(s), (7) are both at least 18 years of age; and (8) are residing together. The employee and domestic partner shall meet the above requirements and be able to provide any one of the following to the Employer upon request; partnership affidavit, municipal domestic partnership registration, state domestic partnership registration, state civil union license, state marriage license, or marriage license issued in another country.

If Employer employs more than twenty (20) employees at at least one work site, Employer is subject to the laws of the State of Minnesota governing use of sick leave benefits, and will therefore allow employees to use personal sick leave benefits for absences due to an illness or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. Use of sick leave benefits to care for others listed in this paragraph shall only be available to the extent Employer is required to provide said benefits pursuant to the laws of the State of Minnesota, and shall apply only to personal sick leave benefits payable to the employee from Employer's general assets. In addition, to the extent Employer is subject to the laws of the State of Minnesota governing use of sick leave benefits for safety leave, the Employer will follow legal requirements governing employee use of sick leave for safety leave related to sexual assault, domestic abuse, or stalking.

- 9.3 **Severance.** Employees who separate from employment of the Employer in good standing after twenty (20) years of service shall be paid 25 percent (25%) of their accumulated sick leave upon separation. The Employer shall provide the employee a statement detailing the benefits paid upon separation to ensure the employee agrees with the Employer's calculations.
- 9.4 **Sick Leave and Seniority.** There shall be no loss of seniority due to sickness or injury.
- 9.5 **Absence Scheduling and Documentation.** In order to minimize any disruption resulting from the employee's absence, employees are encouraged to schedule medical and dental

appointments so that they least conflict with client program hours. If requested by the Executive Director, after three (3) consecutive days of absence employees will provide documentation from their treating physician explaining their absence.

ARTICLE 10. COMPASSIONATE LEAVE

10.1 **Compassionate Leave.** Employees of the Employer shall be granted accrued sick days due to the death of a family member or friend according to the following schedule:

Up to five (5) accrued sick days: spouse/domestic partner, parent, child, son/daughter-in-law or legal ward.

Up to three (3) accrued sick days: siblings, brother/sister-in-law, parent-in-law, grandparent or grandchild of either the Employee or his/her spouse/domestic partner.

Up to one (1) accrued sick day: aunt, uncle, niece, nephew of the Employee or spouse/domestic partner or other relative living in the Employee's home.

Up to one (1) accrued sick day to attend the funeral of a friend.

ARTICLE 11. HAZARDOUS WEATHER

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

ARTICLE 12. JURY DUTY

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

ARTICLE 13. INSURANCE AND DEFERRED COMPENSATION PLAN

13.1 **Health Insurance.** Employee's life, accidental death and dismemberment, medical, dental, and long-term disability benefits are provided through an insurance company approved by the Board of Directors to all Regular Full-Time Employees of the Employer, who are regularly scheduled to work at least thirty-two (32) hours per week provided they meet eligibility and election requirements. Regular Part-Time Employees and Temporary/Casual Employees shall not be eligible for this benefit. On an annual basis, the Employer will select insurance plans available for employees and eligible employees may select between available plans. The Employer will form an insurance committee pursuant to paragraph 19.3, keep the committee informed regarding insurance options annually, and seek input from the committee prior to

making a final decision on insurance plans on an annual basis. For 2017, the insurance options and Employer contributions are as follows.

Option 1: Medica-HSA

- Employer covers full premium
- Employer contributes a dollar amount into employee's HSA equal to the difference in the premium cost to the Employer for that employee on the 10%-25 plan and the premium for the HSA Gold plan

Option 2: Medica-O

- Employer covers ninety-five percent (95%) of the premium and employee contributes remaining five percent (5%)

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

13.2 In the event health insurance provisions fail to meet requirements of the Patient Protection and Affordable Care Act (ACA) and its related regulations, fail to meet requirements of any successor legislation or regulations, or cause Employer to be subject to penalty, tax, or fine, Union and Employer will meet immediately to bargain over alternative provisions so as to comply with the ACA (or successor legislation or regulations) and avoid and/or minimize any penalties, taxes, or fines for Employer.

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

For 2016, the Employer will make both the five percent (5%) contribution and up to five percent (5%) match. This paragraph is also subject to a 401 K re-opener for 2017, 2018, and 2019 as set forth in Appendix B attached hereto and made part of this Agreement.

ARTICLE 14. TRAVEL AND EMPLOYEE EXPENSES

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

mileage expense allowance rate. Employees must exercise discretion when traveling and use accommodations which are economical.

ARTICLE 15. PROBATIONARY AND TRIAL PERIODS

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

ARTICLE 16. SENIORITY, LAYOFF, AND TRANSFER

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

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

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

- 16.4 **Order of Layoff.** Prior to the layoff of Regular Full-Time Employees, the Employer will layoff part-time employees. And, prior to the layoff of part-time employees, the Employer will layoff all seasonal, temporary, and casual employees.
- 16.5 **Recall.** Employees shall be recalled in the inverse order of layoff. Notice of recall shall be by certified mail to the last mailing address which the employee has furnished to the Employer. A recalled employee must respond and report to work within fourteen (14) calendar days of notice of recall. An offer of recall returned by the post office will constitute a refusal of the recall offer. Failure to respond on time to a recall shall constitute refusal of the offer and forfeiture of all rights of recall.

No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

- 16.6 **Voluntary Reduction in Workforce.** In the event of a substantial decrease in clients and a reduction in work for the bargaining unit and in place of a layoff as provided above, the Employer may solicit volunteers for layoff to reduce the work force to meet the Employer's ratio of staff to clients. Such voluntary layoff will be for a specific period of time, and when such period is completed, the volunteer(s) will be entitled to return to work in his/her position.
- 16.7 **Rights of Recall.** Recall rights shall cease eighteen (18) months after the employee is laid off or if an employee fails to respond to a recall and thereupon such employee shall be deemed separated from employment and shall have no further recall rights.
- 16.8 **Posting.** All vacancies and newly created bargaining unit positions shall be posted internally by the Employer for ten (10) working days electronically, on Union bulletin boards, and in employee break rooms. The notice shall state the closing date for accepting applications. The Employer shall simultaneously provide the posting electronically and by United States Postal Service to all employees on layoff status. The posting shall state the type of work, hours to be worked, rate of pay, job classification, and a summary of the qualification or eligibility requirements for the position. All bargaining unit applicants shall receive an interview for the position, provided he/she meets the necessary qualifications to perform the duties of the job involved. The Employer will advise the employees within two (2) weeks of the posting whether the position has been filled, whether all applicants have been rejected, or whether applicants are still pending.
- 16.9 **Transfer.** Transfers within a classification or openings within a classification capable of being filled by transfer will be posted. Request for transfer to a vacant position shall be considered by the Employer, but the determination shall be solely at the Employer's discretion. Seniority status applies.

ARTICLE 17. DISCIPLINE AND DISCHARGE

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

and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the parties.

ARTICLE 18. GRIEVANCE PROCEDURE

- 18.1 **Definition of a Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 18.2 **Processing a Grievance.** It is recognized and accepted by the Union and the Employer that the processing of a grievance as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time, without loss in pay (during their normal working hours), when a grievance is presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. All grievances must follow the steps designated herein.
- 18.3 **Grievance Procedure.** Grievances, as defined by this article shall be resolved in conformance with the following procedure:

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

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

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

appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

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

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

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

ARTICLE 19. GENERAL PROVISIONS

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

- 19.2 **Time Off for Union Activity.** An employee elected by the Union to represent such Union at International, State, District, or Council meetings, and which requires their absence from duty, shall be granted reasonable time off to attend such meetings without pay and without discrimination and without loss of seniority rights or any other rights granted by the Employer. The Employer shall be given reasonable notice in advance of the beginning date and of the probable duration of such absences. No more than two (2) employees shall be so engaged at any one time, and such absences shall not conflict with the Employer's ongoing business needs. The Employer reserves the right to deny any request for time off under this section if the absence conflicts with the Employer's ongoing business needs. More than two (2) employees may be released from their duties under this section when requested by the Union if the Employer agrees and such absence does not conflict with the Employer's ongoing business needs.
- 19.3 **Insurance Committee.** The Employer agrees to form an Insurance Committee which includes representatives from the bargaining unit and administration. The Employer will keep the committee informed of health insurance options annually and seek the committees' input prior to making a final decision on health insurance offerings annually.
- 19.4 **CDL License and Required Health Physical.** When a Driver is required to obtain/maintain a CDL license, the Employer will pay the difference in licensee fee cost between a regular Class D license and the required CDL license for the initial license and all subsequent renewals, and the Employer will pay \$50.00 towards costs related to health physical exams required to obtain the initial license and exams required at the time of each subsequent renewal.

ARTICLE 20. WAGES

- 20.1 **Wages.** Commencing July 1, 2017, employees shall be paid in accordance with the wages set forth in Appendix A attached hereto and made part of this Agreement. This Article is also subject to a wage re-opener for 2018 and 2019 as set forth in Appendix B attached hereto and made part of this Agreement.

ARTICLE 21. MANDATORY SUBJECTS OF BARGAINING

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

ARTICLE 22. SAVINGS CLAUSE

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

ARTICLE 23. NO STRIKE/NO LOCKOUT

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

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

ARTICLE 24. DURATION

24.1 This Agreement shall be effective January 1, 2017, through December 31, 2019, and Articles 13 and 20 contain elements retroactive to July 1, 2014. It shall remain in full force and effect from year to year thereafter unless either party gives the other party notice of desire to modify or amend the Agreement at least sixty (60) days prior to the expiration.

BECKER COUNTY DEVELOPMENT
ACHIEVEMENT CENTER

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

By: [Signature]
Title: Executive Director
Date: 1-9-17

By: Ginger Thrasher, Labor Rep.
Title: AFSCME 65 Rep.
Date: January 9, 2017

President: BOA Mr [Signature]
date: 1-8-2017

2018 and 2019 Wage Re-Opener

The parties to this contract have expressly agreed that the 2018 and 2019 wage schedule shall be subject to a "re-opener" and that on or before September 15, 2017, the parties shall meet/confer/negotiate appropriate wages for 2018. On or before September 15, 2018, the parties shall meet/confer/negotiate an appropriate wages for 2019.

2018 and 2019 Health Insurance Re-Opener

The parties to this contract have expressly agreed that the 2018 and 2019 health insurance contribution shall be subject to a "re-opener" and that on or before September 15, 2017, the parties shall meet/confer/negotiate an appropriate health contribution amount for 2018. On or before September 15, 2018, the parties shall meet/confer/negotiate an appropriate health contribution amount for 2019.

2017, 2018, and 2019 401K Re-Opener

For 2017, 2018, and 2019, the parties to this contract have expressly agreed that the 2017, 2018 and 2019 401K contributions shall be subject to a "re-opener" and that on or before September 15, 2017, the parties shall meet/confer/negotiate an appropriate 401K contribution amount for 2017. On or before September 15, 2018, the parties shall meet/confer/negotiate an appropriate 401K contribution amount for 2018. On or before September 15, 2019, the parties shall meet/confer/negotiate an appropriate 401K contribution amount for 2019.

APPENDIX A

**Becker County DAC
Salary Schedule**

HOURLY RATES OF PAY:

| Name Position (Grade #) <i>PT = Part-time status</i> | Years of Service from January 2017 | Hourly Wage Plus Longevity as of 1/1/2017 | Years Toward Longevity |
|---|---|---|------------------------------|
| Kathy Kennedy - Job Dev (7) | 34 | 23.77 | 34 |
| Joni Johnson - Job Trainer (3) | 37 | 14.58 | 37 |
| Bob Meyer- Job Trainer (3) | 25 | 14.48 | 25 |
| Roberta Waller- Job Trainer (3) | 13 | 14.04 | 13 |
| Rita Westlund- Job Trainer (3) | 28 | 14.58 | 28 |
| Angela Goodwater- Job Trainer (3) | 7 | 12.34 | 7 |
| Beth Kelly - QDDP (6) | 3 | 18.29 | 3 |
| Marsha Orner - Support (2) | 12 | 12.43 | 12 |
| Todd Knopf - Job Trainer (3) | 12 | 13.47 | 12 |
| Elton Hilliard - Support (2) | 10 | 11.32 | 10 |
| Tracey Tinjum Job Trainer (3) | 7 | 12.14 | 7 |
| Darcy Jahnke - Job Trainer (3) | 7 | 12.14 | 7 |
| Jessica Cooper - Residential (4) | 1 | 13.75 | 1 |

| | | | |
|-----------------------------------|----|-------|----|
| Becky Wegscheid – Residential (4) | 1 | 13.75 | 1 |
| Pat Watland – Van (PT) | 3 | 10.20 | 0 |
| David Powers – Bus (PT) | 7 | 11.48 | 0 |
| Carol Lage – Residential (4) | 30 | 15.97 | 30 |

Job Grade/Title List

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

LONGEVITY

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

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