

East Central Area Labor Council  
Field Staff Employment Agreement  
March 1, 2017 – February 29, 2020

ARTICLE 1

RECOGNITION

Section 1.01. This Agreement represents the Agreement between the East Central Minnesota Area Labor Council, hereinafter referred to as the "Employer", and AFSCME Council 5, Local 753 hereinafter referred to as the Union."

Section 1.02. It is recognized that AFSCME Council 5, is the exclusive representative for all employees of the East Central Minnesota Area Labor Council.

ARTICLE 2

UNION SECURITY

Section 2.01. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement, shall, on the 31<sup>st</sup> day following the effective date of this Agreement, become and remain Union members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, on the 31<sup>st</sup> day following their first day of employment, become and remain members in good standing in the Union.

Section 2.02. The Employer agrees not to discriminate against members of the Union on the basis of race, creed, color, sex, age, national origin, disability, veteran status, Union membership and Union activity, and shall consider Union member applicants equally with applicants not holding membership in the Union, and shall notify the Union when positions become available.

Section 2.03. The Employer and the Union hold that the basic interest and goals of the employees and management are the same. Achievement of these goals depends on more than words in this Agreement. Success depends primarily on attitude and cooperation between people in all levels of responsibility.

Section 2.04. The Employer shall deduct from the wages of each Employee, upon written authorization and certified to the Employer by the Union, the amount of Union Dues required from each pay check and will forward this amount to AFSCME Council 5 by the fifteenth (15<sup>th</sup>) of each month.

ARTICLE 3

MANAGEMENT RIGHTS

The Employer and the Union recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer. The parties acknowledge that the provisions contained in this Agreement constitute the entire agreement between the parties, and that the provisions of this Agreement are not subject to renegotiations, except with the mutual consent of the parties.

ARTICLE 4

WORK RULES

The Employer may establish and enforce reasonable work rules that are not in conflict with the provisions of this Agreement. Such rules shall be applied and enforced without discrimination. The Employer shall discuss proposed changes in work rules with the Union, explaining the need therefore, and shall afford the Union reasonable opportunity to express its views prior to placing them in effect. New or amended work rules shall be distributed to all employees as far in advance of their effective date as practicable.

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ARTICLE 5

WORK SCHEDULE

Section 5.01. The Employer shall communicate to Field Staff the direction and objectives of East Central Minnesota Area Labor Council efforts. Subject to the review and approval of the Employer, Field Staff shall establish work schedules to most effectively address these efforts. Saturdays, Sundays and holidays shall not be considered mandatory workdays, unless so designated by the Employer, however, it is understood that many times the work of the ECALC will occur on weekends. Field Staff shall report to the Employer concerning their activities and hours of work in the manner prescribed by the Employer. Forty (40) hours shall constitute one full week's work.

Section 5.02. All hours of work performed in excess of forty (40) hours per week shall be compensated for with time off the job on a one-for-one ratio. Any comp time must be approved prior to being worked in order for this to be applicable. All hours worked must accurately be recorded on the Activity Logs provided. Comp Time shall apply to all assigned duties.

Section 5.03 Maximum Comp Time accrued in one contract year will be one hundred twenty (120) hours. The maximum comp time used in one contract year will be one hundred and twenty (120) hours. Comp Time earned in one contract year may be rolled over for use during the following six (6) months, however, the one hundred twenty (120) hour cap on annual accrual and on annual usage still applies. An employee that leaves their position after a minimum of 5 years of consecutive years may cash in their unused comp time at the employee's pro-rata hourly rate.

ARTICLE 6

HOLIDAYS

Section 6.01. All employees covered by this Agreement shall receive the following holidays as days off:

|                        |                                |
|------------------------|--------------------------------|
| New Year's Day         | Labor Day                      |
| Martin Luther King Day | Thanksgiving and the day after |
| Memorial Day           | Christmas Day                  |
| July Fourth            | 2 Floating Holidays            |

Section 6.02. When a recognized holiday falls on a Saturday, the preceding Friday will be the recognized day off. When a recognized holiday falls on a Sunday, the following Monday will be recognized as the day off. When a recognized holiday must be worked, the Employee may request to schedule a different day off during the work week directly preceding or following the holiday, as approved by their Supervisor.

ARTICLE 7

VACATIONS

Section 7.01. Each year, vacation time will be earned according to the following schedule:

| Years of Completed<br>Service | Vacation Days<br>Per Year |
|-------------------------------|---------------------------|
| Less than 1 year              | 0                         |
| 1 year                        | 5                         |
| 2 – 4 years                   | 10                        |
| 5 – 9 years                   | 15                        |
| 10 years and up               | 20                        |

Section 7.02. Vacation Time is credited on March 1 for current employees, and on the date-of-hire anniversary date for new employees, and can be used at any time during the contract year, subject to the approval of management.

Section 7.03. Vacation time must be used during the contract year in which it is credited with no carryover.

Section 7.04. An employee that leaves their position after a minimum of five (5) continuous years of service may cash in



1 their unused Vacation Time at the employee's pro-rata hourly rate at the time of separation.

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3 Section 7.05. In the event that a paid holiday falls during an employee's scheduled vacation period, the holiday will not  
4 count as a day of vacation.

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6 Section 7.06. Senior employees shall be given preference in the selection of vacation periods.

## 7 8 9 ARTICLE 8

### 10 11 ACCUMULATIVE (SICK) LEAVE AND LEAVE OF ABSENCE

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13 Section 8.01. Any full-time employee shall earn twelve (12) days (ninety-six (96) hours) of accumulative leave per year,  
14 credited on March 1 of each year, and cumulative up to sixty (60) days or four hundred and eighty (480) hours. These days  
15 may be used for personal illness, illness of a family member (spouse, dependent children/step children/foster children, and  
16 children for whom the Employee is a legal guardian, parents, and a minor child whether or not the child lives in the same  
17 household), parental leave, and bereavement leave beyond the three (3) days noted below. The employer, on request, may  
18 require medical proof of illness after three (3) days absence due to illness.

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20 Accumulative leave days will be credited immediately after the probationary period is complete, in amounts equivalent to 1  
21 day per month for the number of months left in the contract year.

22  
23 Section 8.02. Health Leave without pay, not exceeding one (1) year, except as provided herein, shall be granted by the  
24 Employer to an employee requesting it in writing. Employees receiving such Leave shall receive verification in writing.  
25 Employees receiving such Leave shall continue to accrue seniority. The Employer, on request, may require medical proof of  
26 illness after three (3) days absence due to that illness. The employee will be entitled to return to work in accordance with  
27 her/his seniority at any time within the Leave of Absence upon written medical certification of the certified health provider  
28 approving her/his return to work.

29  
30 Section 8.03. If a holiday falls within the time an employee is on Sick Leave, that day shall not be counted against  
31 accumulated Sick Leave.

32  
33 Section 8.04. An employee who is called for jury duty will be reimbursed for the difference between the amount paid for  
34 such service and the straight time hourly rate for the employee's regular scheduled hours of work, not to exceed 15 work  
35 days per occurrence. Employees will be expected to report for their regular duties when temporarily excused from  
36 attendance at Court. Such employee shall not suffer any loss of seniority rights during such absences.

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38 Section 8.05. All employees covered by this Agreement shall, in the event of a death in their immediate family will be  
39 granted three (3) days off with pay. Additional bereavement time, either as an extension of this provision or in the case of the  
40 death of someone other than immediate family, may be used out of accumulative leave. Immediate family includes spouse,  
41 significant other, children, step-children, parents, step-parents, and grandparents.

### 42 43 Section 8.06 PARENTAL LEAVE

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45 A leave of absence may be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with  
46 the birth or adoption of a child upon approval of the Employer. The leave may continue up to six (6) months. An Employee  
47 may request this leave at any time in the first three (3) months following the birth or adoption of a child. Such leave shall not  
48 be unreasonably denied.

## 49 50 ARTICLE 9

### 51 52 SENIORITY

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54 Section 9.01. Newly hired employees shall be considered on a trial basis for a period of six (6) months from the date of  
55 hiring.

1 Section 9.02. During the term of the six (6) month probationary period, such employees shall be entitled to all rights and  
2 privileges of this Agreement with exceptions described herein. Such employees may be terminated any time during this  
3 period of six (6) months without any recourse whatsoever. After the completion of the six (6) month trial period, seniority  
4 shall be effective as of the original date of employment.  
5

6 Section 9.03. Seniority shall be by classification and shall be based upon the length of continuous service with the Employer.  
7

8 Section 9.04. An employee shall lose all seniority rights for any one or more of the following reasons:  
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- 10 (a) Voluntary resignation
- 11 (b) Discharge for just cause
- 12 (c) Failure to return to work within five (5) working days after being recalled by certified mail, return receipt  
13 requested, unless due to actual illness or accident. (The Employer may require substantiating proof of  
14 illness or accident.)
- 15 (d) Lay-off for a continuous period of more than one (1) year.  
16

17 Section 9.05. In the event that it is necessary to reduce the workforce, it shall be done by classification seniority, i.e. the  
18 least senior employee in the classification will be laid off first.  
19

20 Section 9.06. Notice of such lay-offs shall be given, in writing, two (2) weeks before the scheduled lay-off, or two (2) weeks'  
21 pay in lieu thereof.  
22

23 Section 9.07. The Employer, upon recall, shall do so in the order of seniority. Recall rights will be in effect for a period of one  
24 (1) year from the date of lay-off.  
25

26 Section 9.08. Any employee who is laid off by the Employer and accepts a full-time position with another Employer, and  
27 refuses in writing, a call-back to her/his former job, shall forfeit all seniority rights on the job from which laid off.  
28

29 Section 9.09. Employees shall give the Employer thirty (30) days' notice before leaving employment.  
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## 31 ARTICLE 10

### 32 PERFORMANCE REVIEW

33 Section 10.01. It is hereby agreed that the Employer will conduct an annual Performance Review with each Employee. The  
34 purpose of such Review is to assess strengths, weaknesses, and the overall strength and direction of the Field Program of the  
35 ECALC. If a serious concern arises regarding an employee's performance, steps will be taken to address the concerns.  
36 The employee has the right to be represented at all steps of any improvement process.  
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## 39 ARTICLE 11

### 40 DISCIPLINE/DISCHARGE

41 Section 11.01. It is hereby agreed that the Employer has the right to discipline an employee for sufficient and reasonable  
42 cause. Progressive discipline shall generally be used to correct the problem. Discipline shall be appropriate to the offense as  
43 determined by the Employer. Discipline will normally be in the following order:  
44

- 45 (a) Verbal Warning
- 46 (b) Written Warning
- 47 (c) Suspension
- 48 (d) Discharge

49 After twelve (12) months if no further disciplinary action is taken for a similar offense, prior discipline would not be used in  
50 any future disciplinary action.  
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52 Section 11.02. In the event a meeting is held for disciplinary purposes, the affected employee shall have the right to have a  
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1 Union Steward and/or Union Representative present.

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3 ARTICLE 12  
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5 MAINTENANCE OF STANDARDS  
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7 Section 12.01. The Employer agrees that all conditions of employment, except as modified by this agreement, relating to  
8 wages, hours of work, vacations and general working conditions in effect at the time of the signing of this Agreement shall be  
9 maintained.  
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11 ARTICLE 13  
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13 GRIEVANCE PROCEDURE

14 Section 13.01. All disputes, controversies or differences of opinion as to the interpretation and application of the terms of  
15 this Agreement shall first be taken up by the employee(s) and the Employer on an informal basis to attempt to resolve the  
16 matter. The employee may have a Union Steward present if she/he so desires for any meetings scheduled in Section 11.01 of  
17 this Article.

18 Section 13.02. If the matter is not satisfactorily resolved in Step 1 (Section 13.01), the designated Union Representative shall  
19 submit the grievance in writing to the Employer within ten (10) days of the knowledge of the event giving rise to the alleged  
20 grievance. The Employer will respond in writing to the Union within ten (10) working days of the presentation of the written  
21 grievance.  
22

23 Section 13.03. If the matter is not resolved by the written response of the Employer, the Business Representative of the  
24 Union may request a meeting with the Employer within ten(10) working days, and if the matter is still not resolved, may  
25 require Arbitration of the issue by giving written notice within ten (10) working days of the Employer's last written response.  
26

27 Section 13.04. The parties shall attempt to mutually agree on a Neutral Arbitrator. If this is not possible, the party requesting  
28 Arbitration shall request from the Federal Mediation and Conciliation Service, a list of five (5) candidates for Arbitrator. From  
29 this list, the parties shall each alternately strike one name until only one name remains. This remaining person shall be named  
30 the Arbitrator.  
31

32 Section 13.05. The Arbitrator shall issue the decision in writing and the decision shall be binding on the Employer, the Union  
33 and the employee(s) involved. The Arbitrator's decision shall be based on the evidence and testimony presented.  
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35 Section 13.06. The Arbitrator shall not add to, ignore, or modify any of the terms or conditions of this Agreement.  
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37 Section 13.07. The Arbitrator's fee shall be shared equally by the Employer and the Union. Should a transcript of the Hearing  
38 be requested by either party, the cost of the transcript and its preparation shall be borne by the requesting party.  
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40 Section 13.08. Any time limits in this Article may be waived or extended by mutual agreement between the parties.  
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42 ARTICLE 14  
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44 WAGE SCHEDULE AND JOB DESCRIPTIONS  
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46 Section 14.01. Employees shall be paid not less than the minimum wage determined by the length of their employment.  
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48 CLASSIFICATIONS AND WAGES  
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Section 14.02. BASE SALARY

ECALC Salary Grid, 2017-2020 contract

|                               | 3/1/17 - 2/28/18 | 3/1/18 - 2/28/19 | 3/1/19 - 2/29/20 |
|-------------------------------|------------------|------------------|------------------|
| Probationary Period           | 40,000           | 40,000           | 40,000           |
| Year 1                        | 41,250           | 42,488           | 43,762           |
| Year 2                        | 42,500           | 43,775           | 45,088           |
| Year 3                        | 43,750           | 45,063           | 46,414           |
| Year 4                        | 45,000           | 46,350           | 47,741           |
| Year 5                        | 46,250           | 47,638           | 49,067           |
| Year 6                        | 48,050           | 49,492           | 50,976           |
| Year 7                        | 49,850           | 51,346           | 52,886           |
| Year 8                        | 51,650           | 53,200           | 54,795           |
| Year 9                        | 53,450           | 55,054           | 56,705           |
| Year 10                       | 55,250           | 56,908           | 58,615           |
|                               |                  |                  |                  |
| Longevity after 10 yrs        | 1000             | 1000             | 1000             |
| One time Lump Sum<br>3/1/2017 | 1000             |                  |                  |

The Probationary Period is defined as the first 6 months of employment, or longer if determined through evaluation. The annual salary rate is pro-rated during the Probationary Period.

Year 1 is defined as the period of time between the completion of the probationary period and the next March 1. The annual salary rate is pro-rated during this time.

Step Movement takes place on March 1 of each year.

Longevity is paid on March 15th if applicable.

Any new hires will start at \$40,000.00 per year.

Section 14.03. The Employees will be paid on a weekly basis.

Section 14.04. In the event the Employer establishes a new classification or substantially changes an existing classification, the Employer will meet with the Union to establish an appropriate rate of pay.

Section 14.05. The Employer retains the option to increase the rate of pay as skill levels and duties dictate. No employee shall suffer a reduction of pay as a result of this Agreement, and shall maintain their current rate along with any future increases.

ARTICLE 15

ADDITIONAL COMPENSATION AND BENEFITS

Section 15.01. The following additional benefits and areas of compensation shall be part of this agreement for each Field



Representative/Organizer after the 6 month Probationary Period:

- (a) An amount equal to 5.75% of the individual's base salary (for retirement) will also be included in the gross amount to be paid as payroll. Since this is given by the employer as a retirement contribution, the employee must defer at least this amount.
- (b) A car allowance of \$400 per month will also be included in the gross amount to be paid as payroll. Employees are required to drive a vehicle from the Union-Made Buy List of the AFL-CIO.
- (c) The East Central Area Labor Council will pay an additional employer amount of 3% of the total gross payroll amount (Base salary + 5.75% towards retirement + \$400/month car allowance) into the employee's chosen retirement account per year.
- (d) The Employer will provide fully paid single Health coverage comparable to that in place at the effective date of this contract. The employer retains the right to change carriers/plans, provided comparable or better coverage is maintained.
- (e) It is the intent of this agreement that effective July 1, 2017, the employer will add a Health Care Savings Account for each employee, with an annual Employer contribution equivalent to 6% of that year's Year 1 salary from the East Central Area Labor Council Salary Grid. Employer contributions shall occur on a monthly basis. Employees will also have the option to contribute to their HSA. The HSA shall be established so it can be utilized through the course of employment, and/or upon retirement.
- (f) The Employer will provide fully paid Dental coverage comparable to the plan going into effect on March 1, 2014. The employer retains the right to change carriers/plans, provided comparable or better coverage is maintained.
- (g) The Employer will provide a fully paid Life Insurance (\$25,000) plan.
- (h) The Employer will pay for or reimburse the actual cost of car insurance, not to exceed \$100/month.
- (i) The Employer will pay for or reimburse a cell phone plan with unlimited text messaging. The employer will cover up to \$200 for a new phone when allowed for by the phone provider contract.
- (j) The Employer will cover the purchase of fuel for travel required in the course of conducting union business. This does not include a daily commute. Staff must drive vehicles from the Union-Made Buy List of the AFL-CIO. Receipts are required for approval of all expenses.
- (k) The Employer will cover work-related, approved expenses. Receipts are required for approval of all expenses.
- (l) It is the intent of the Employer to continue current practices regarding work-related expenses.

Section 15.02. The following additional benefits and areas of compensation shall be part of this agreement for each Probationary Field Representative/Organizer:

- (a) The Employer will provide fully paid single Health coverage comparable to that in place at the effective date of this contract. The employer retains the right to change carriers/plans, provided comparable or better coverage is maintained.
- (b) The Employer will provide fully paid Dental coverage comparable to the plan going into effect on March 1, 2014. The employer retains the right to change carriers/plans, provided comparable or better coverage is maintained.
- (c) The Employer will provide a fully paid Life Insurance (\$25,000) plan.
- (d) The Employer will pay for or reimburse the actual cost of car insurance, not to exceed \$100/month.
- (e) The Employer will pay for or reimburse a cell phone plan with unlimited text messaging.
- (f) The Employer will cover work-related, approved expenses. Receipts are required for approval of all expenses.

## ARTICLE 16

### SAVINGS/ SEPARABILITY

This agreement is subject to the laws of the United States and the State of Minnesota, now existing or hereinafter enacted. In the event any provision of this agreement shall be held to be contrary to law or become invalid or unenforceable by a court of competent jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided, such provisions shall be voided. However, it shall not affect any other provision of this Agreement or the application of any provision thereof. The parties shall meet and negotiate over the voided provisions at the written request of either party.

## ARTICLE 17

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2 TERMINATION AND RENEWAL  
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4 Section 17.01. This Agreement shall become effective March 1, 2017, and shall be in full force and effect through February  
5 29, 2020, and thereafter shall be automatically renewed from year to year thereafter unless at least sixty (60) days prior to  
6 the termination either party shall serve on the other party written notice that it desires to modify this Agreement.  
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9 SIGNED AND DATED THIS 23 DAY OF February, 2017  
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12 Representing the East Central  
13 Area Labor Council

14 mauybroderick  
15 ECALC President  
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Representing Employees

Alan Kelley  
AFSCME Council 5  
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