

**AUGUST 1, 2022 TO JULY 31, 2025**

**AGREEMENT**

**BETWEEN**

**HEAD OF THE LAKES UNITED WAY**

**AND**

**AFSCME LOCAL 3558**

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## **Article 1**

### **RECOGNITION**

This Agreement is entered into between Head of the Lakes United Way, hereinafter referred to as the "Employer" and the American Federation of State, County, and Municipal Employees, Local 3558, representing all Employees of Head of the Lakes United Way, excluding the President, the Finance Director, and guards and supervisors as defined in the National Labor Relations Act, as amended, hereinafter referred to as the "Union." The term "Employee" as used in this Agreement shall be construed to include only the classification of Employees covered by this Article.

## **Article 2**

### **COOPERATION/PURPOSE**

It is mutually acknowledged that this Agreement is based on a relationship of respect, understanding, cooperation, and a mutual desire of the parties to promote and continue the service of the Employer. It is further acknowledged that it is the intent and purpose of the parties to set forth the basic agreement between them for the term of this agreement, covering the wages, hours, and other working conditions of employment to be observed and kept by the parties.

## **Article 3**

### **DEFINITIONS OF EMPLOYEE STATUS**

**Section 1. Regular.** An Employee who has completed the probationary period. The Employee may either be full-time or part-time.

**Section 2. Temporary.** An Employee who is hired to work for a specified length of time, not to exceed one hundred and twenty (120) consecutive calendar days, on special projects or assignments to accommodate periods of intense seasonal work load, or to accommodate staff scheduling for leave, vacations, etc. Temporary Employees shall not be hired on an ongoing basis to replace regular Employees. Whenever practicable, additional work will be offered as overtime to qualified bargaining unit Employees before temporary Employees are hired. Temporary Employees are not subject to the provisions of this contract.

**Section 3. Work-study or Intern.** An Employee who is provided to the Employer as part of a work-study program or educational course of study. Work-study or intern Employees are not subject to the provisions of this contract.

**Section 4. Probationary Employee.** An Employee who has not completed the probationary period as defined in Article 8, Section 1.

**Section 5. Full-time.** An Employee who regularly works at least 37.5 hours per week.

**Section 6. Part-time.** An Employee who regularly works less than 37.5 hours per week.

**Section 7. Overtime status.** Overtime will be paid to Employees for work in excess of 40 hours per week in accordance with the provisions of the Fair Labor Standards Act.

## **Article 4**

### **UNION SECURITY**

**Section 1. Union Membership.** All Employees covered by this Agreement shall as a condition of their employment become and remain members in the Union, and all Employees subsequently hired shall become members of the Union on or after the 30<sup>th</sup> but before the 45<sup>th</sup> day of employment. An Employee may choose, however, in lieu of Union membership, to pay to the Union a service fee, representing that portion of usual and customary Union dues and fees attributable to collective bargaining, grievance processing, and contract administration.

**Section 2. Deduction of Union Dues or Service Fees.** The Employer shall deduct union dues and service fees from the earnings of any Employee who has executed and provided to the Employer a written check-off authorization form. The Union shall certify to the Employer the amounts to be deducted. Payroll deductions for union dues and service fees shall be made on the first payroll of each month and shall be remitted to the union office within ten (10) days thereafter. The Employer shall report the information on all Employees in the bargaining unit represented by the Union, including: name, home address, email address, phone number, hire date, and job title. This report shall be made to the Union on a quarterly basis. This report for new hires shall be done within ten (10) business days of the Employee's hire date.

**Section 3. Union Indemnity of Employer.** The Union agrees to indemnify and hold Employer harmless against any and all claims, suits, or judgments brought or issued against the Employer as a result of any action taken at the written request of the union pursuant to Sections 1 or 2 of this Article.

**Section 4. Union Access to Premises.** Union representatives may visit the Head of the Lakes United Way offices during normal business hours to meet and confer with bargaining unit Employees, but agrees that its representatives shall not interfere with the normal operation of the Employer's facilities at any time. A meeting longer than fifteen (15) minutes in duration during working hours will require written notice to the President. Such meetings will be without repercussions to the Employees. Meetings and/or work for the union can be done during normal working hours on break or mealtime with advance written notice to the President so that adequate staff coverage of the office can be ensured. The entire bargaining unit shall not be pulled out for union business/meetings during unpaid lunch breaks without prior approval of the President. Employee attendance at Labor-Management Committee meetings shall be considered paid time.

**Section 5. Union Bulletin Board.** A bulletin board shall be established for the purpose of posting union notices and information on the Employer's premises.

**Section 6. Stewards.** The union shall designate in writing to the Employer the name of the union member serving as steward and the first alternate to the position. The activities of the stewards are expected to consume no more time than reasonably necessary, and they shall not interfere with the performance of the steward's work, the work of any other Employee, or the operation of the Employer.

## **Article 5**

### **MANAGEMENT RIGHTS**

Management has and retains the rights including: make and enforce from time to time reasonable rules and regulations to insure orderly and efficient operations and to maintain order; initially determine Employee competence and qualification on a reasonable basis; to hire, to transfer, to promote, to demote, to discipline or discharge for just cause; to layoff; to terminate its operations in whole or in part; to direct, plan, and control its operations; to combine, create, or terminate job classifications or job duties; to introduce new or improved methods, systems, processes, or facilities; to determine the amount of supervision necessary; to combine or divide work groups or departments; to schedule operations; to establish quality standards and levels of accomplishment; to determine whether operations will be increased or decreased; to organize appropriately to meet mission and strategic objectives. These rights are vested exclusively in the Employer, except to the extent they are specifically modified within this Agreement between the Employer and the Union.

## **Article 6**

### **NOTICE**

Any notice required by this Agreement to be given by one party to the other shall be sent by certified or registered mail to:

President  
Head of the Lakes United Way  
424 W. Superior St., Suite 402  
Duluth, MN 55802

Or

AFSCME Local 3558  
211 West 2<sup>nd</sup> Street, Suite 205  
Duluth, MN 55802

The notices shall be effective upon deposit in the United States mail in a properly addressed envelope, with postage pre-paid. In lieu of certified or registered mail, notices may also be given by email, provided that the sender retains a hard copy of the email showing the date and time of transmission, the sender, the recipient, and its contents.

## **Article 7**

### **NON-DISCRIMINATION/HARASSMENT**

The Union and Employer agree that neither will discriminate against nor harass any Employee on the basis of age, race, color, disability, sex (including pregnancy), creed, national origin, ethnicity, receipt of public assistance, sexual orientation, gender identity, gender expression, marital status, familial status, membership or activity in a local commission, genetic information, religion, Union activity or inactivity, or any other protected class recognized by applicable law. The Employer shall provide a work environment free of harassment and discrimination.

## **Article 8**

### **PROBATIONARY PERIOD AND EVALUATION**

**Section 1. Probationary Period.** Newly hired Employees shall serve a probationary period of six (6) calendar months. Probation may be extended for an additional six (6) calendar months (for a total of twelve (12) calendar months if during the first six (6) months of probation, management communicates in writing to both the union and Employee, the continuation of the probationary period and the Employee agrees to the continuation. Employees shall have no seniority rights during the probationary period. Upon completion of the probationary period, an Employee will be credited with seniority from the Employee's starting date.

**Section 2. Dismissal during Probation.** An Employee may be dismissed with or without cause during the initial (and, if applicable, the extended) probationary period and such dismissal shall not be subject to the grievance and arbitration procedure.

**Section 3. Leave Time during Probation.** Employees are eligible to accrue and utilize sick leave during the probationary period. Employees are eligible to accrue, but not utilize, vacation during the first six months of the probationary period; however, accrued vacation may be used to cover time lost due to bad weather under section 10.6. Employees may utilize accrued vacation during the extended probationary period (if applicable) with management authorization. Probationary Employees are eligible to utilize paid bereavement leave as indicated in Article 15, Section 3.

**Section 4. New Employees.** Upon hire or at orientation, new Employees shall receive a copy of this collective bargaining agreement as part of the Employee's orientation information. The union will be allowed up to ½ hour during the orientation process to explain the rights and obligations of union membership. Other than for termination as defined in Section 2 of this Article, grievances of probationary Employees are subject to the collective bargaining agreement.

**Section 5. Performance Appraisals.** Performance appraisals shall be conducted and reviewed on an annual basis. Employer agrees to present Employee with a written copy of the performance appraisal at the initial performance appraisal meeting. Employer and Employee will have a meeting(s) and work in good faith to resolve any differences relating to this performance appraisal within ten (10) working days of the receipt of the written appraisal by the Employee. The non-disciplinary contents of a performance appraisal are not grievable.

**Section 6. Personnel Files.** Employees shall have access to their personnel files in the offices of the United Way with management supervision for review upon request at a time that is convenient for both parties and may, by written authorization, allow union representatives to examine such files with the same conditions.

## **Article 9**

### **PERSONAL CONDUCT, DISCIPLINE, AND DISCHARGE**

**Section 1. Disciplinary Measures.** Situations involving failure to meet the standards expected in the job, inappropriate personal conduct on the job, violation of workplace rules, regulations, or policies, or violation of applicable laws and regulations may result in the use of one or more of the following disciplinary measures to address and resolve the situation: verbal warning, written

warning, suspension without pay and dismissal. Discipline shall be considered to be corrective, not punitive.

**Section 2. Disciplinary Process.** This section outlines the progressive disciplinary process to be utilized in most workplace situations where corrective measures are warranted.

**Step One.** For violations of performance or conduct, the Employee will be given a verbal notice by their supervisor. If the violation persists, then the supervisor will proceed to the next step.

**Step Two.** If there is no change in performance or conduct after the verbal warning, then the Employee will be given written notice and a copy will be placed in the Employee's personnel file. The supervisor will prepare a written report setting forth the date, time, place, and list of those present at the time of written notice to the Employee.

**Step Three.** If there are other violations of the performance or conduct outlined in the written warning or if other violations occur within a period of three (3) years from the date of the first written warning, then the Employee may be suspended from work without pay. The supervisor will provide the Employee with a written notice of suspension which shall contain the Employee's return to work date. A copy of such written suspension will be placed in the Employee's personnel file and the supervisor will prepare a report similar to that required in Step Two, above.

**Step Four.** If a fourth violation occurs or other violations occur within three (3) years from the date of the first written warning, the Employee may be discharged.

Based upon the severity of the violation, Steps One through Three may be bypassed completely and the Employee immediately terminated. Steps One through Three may also be repeated.

## **Article 10**

### **WORK DAY/WORK WEEK**

**Section 1. Normal Work Hours.** The work week for purposes of overtime pay calculation shall be Sunday through Saturday. The normal work week shall be 7.5 hours per day, Monday through Friday, with the understanding that after-hours and weekend events will have to be staffed from time to time. An Employee who consistently works at least 37.5 hours per week, excluding hours for covering for an absent Employee, shall be considered full-time.

**Section 2. Overtime.** For all worked hours over 40 in a week, an Employee shall receive overtime pay at the rate of one and a half (1 ½) times the Employee's regular rate of pay. Overtime shall be preauthorized by the Employee's supervisor. The Employer shall give advance notice of required overtime whenever possible.

**Section 3. Meal Periods.** Employees who work or are scheduled to work 7.5 or more consecutive hours per day shall be provided an unpaid, uninterrupted 30 minute lunch break around the middle of the day. Part-time Employees may, after working at least 4 consecutive hours in a workday, if they choose, take a 30 minute unpaid meal period. Meal breaks must be arranged so as not to interfere with the normal flow of business.

**Section 4. Rest Breaks.** Employees will be provided, insofar as possible, a 15 minute paid rest break within each 3.75 consecutive hours worked. Rest breaks will normally be taken mid-morning or mid-afternoon or mid-scheduled work period. Rest breaks shall not be substituted for changes in normal work hours without prior approval of the Employer. Rest breaks will also normally be arranged so as not to interfere with the normal flow of business. By mutual agreement between the Employer and Employee, Employees may add paid break(s) to a 30 minute unpaid lunch to create a longer lunch period. Nursing mothers will be provided breaks in accordance with applicable law.

**Section 5. Saturday/Sunday Work.** Employees who are required to work on Saturday shall be paid one and a half (1 ½) times their normal rate of pay. Employees who are required to work on Sunday shall be paid two (2) times their normal rate of pay. Employees may be scheduled off on a mutually-agreed normally scheduled weekday within six (6) weeks to compensate for required work on Saturday or Sunday.

**Section 6. Closings for Bad Weather or Emergencies.** When the Employer closes the office as a result of weather conditions or an emergency, Employees shall be granted paid administrative leave for all hours missed. Employees are expected to report for work unless notice is given by management to do otherwise. If the office will not open, notice will be given by management to the scheduled Employees no later than 7:00 a.m. on the day in question via telephone or text message. Employees must furnish the Employer with a number to call for such telephone or text messages. If the Duluth transit Authority ceases operating its buses in the City of Duluth, or if MnDOT or the Police Department issues a do-not-drive/travel advisory for the City of Duluth, the office shall be deemed to be closed. If the office is not closed but the Employee believes it would be unsafe to attempt to come to work, the Employee shall call in and may cover the lost time with vacation time or a personal leave day, or may treat it as unpaid.

**Section 7. Flex Time.** Upon request of an Employee, the Employee's work schedule may be flexed by mutual agreement between the Employee and management. For purposes of this section, flex means changes to the start or stop time of the workday, lunch period, extensions, number of days or hours worked, etc. Any schedule change made by the Employer that is expected to be more or less permanent shall be preceded by fourteen (14) days' notice to the Employees.

**Section 8. Telecommuting.** An Employee may perform work duties at home, ("telecommuting"), if mutually agreed by the Employee and the Employer in writing. The writing may specify the dates, times, schedules, projects, software, equipment, supplies, data security, confidentiality, safety, limitations, and other parameters related to the telecommuting. The writing may be revoked at will by either the Employee or the Employer, in which case the Employee will resume working in the office. In addition to what the writing may say, the following will also apply: injuries sustained by the Employee while telecommuting and in conjunction with the Employee's work duties must be reported by the Employee pursuant to Article 24, Section 2, for possible worker's compensation coverage; a telecommuting Employee must record all hours worked while telecommuting, in the same manner as hours worked in the office are recorded; an Employee may not work telecommuting hours in excess of the number of telecommuting hours authorized by the Employer; a telecommuting Employee will be solely responsible for any tax and other legal implications related to the business use of the Employee's home; while telecommuting, the Employee must be promptly available for work-related calls and emails and must attend or participate in all meetings the Employee would have attended had the Employee been working in the office; and, a telecommuting Employee may not meet with clients, vendors, agency partners, or other business persons in the Employee's home.



## **Article 11**

### **SENIORITY**

**Section 1. Seniority Defined.** Seniority is the length of an Employee's continuous service within the bargaining unit with the Employer since date of last hire by the Employer. Seniority shall not be affected by moving from full-time to part-time or vice versa, as long as employment is continuous. Should an Employee promote out of the bargaining unit, but maintain continuous employment, such Employee will not continue to accrue seniority while out of the unit, but shall retain the seniority earned while in the unit, should the Employee return to employment within the bargaining unit, provided, as above, employment remains continuous.

**Section 2. Seniority during Leaves of Absence.** Seniority shall accrue during all leaves of absence of 90 days or less. Seniority shall cease accruing during unpaid leaves of absence of greater than 90 days and the Employee's seniority date shall be adjusted.

**Section 3. Seniority Listing.** An updated copy of the seniority list will be posted and provided to the Union not later than January 31 of each year. The accuracy of the list may be challenged through the grievance procedure but not for retroactive application.

**Section 4. Loss of Seniority.** Seniority shall be lost by any of the following circumstances: termination of employment by the Employer; voluntary termination of employment by Employee; retirement of the Employee; failure of Employee to return to work within five (5) working days after receipt of written notice of recall from layoff, absent an Act of God or agreement with the Employer; continuous lay-off by the Employer of longer than 12 months. In any other situation, seniority shall be lost after six (6) months absence from work for any reason.

**Section 5. Seniority Consideration.** Seniority shall be given consideration in cases of layoff, promotion, and recall. However, no Employee shall by reason of seniority be entitled to any job for which the Employee is not qualified nor shall any Employee be entitled to replace a particular Employee in a particular assignment.

## **Article 12**

### **REDUCTIONS IN FORCE**

**Section 1. Layoff and Reduction of Hours.** Layoff is understood to mean the elimination of any position. Reduction of hours, for purposes of this Article, is understood to mean the reduction of the position's hours of more than five (5) cumulative hours per pay period, commencing upon ratification of this Agreement. The Employer determines if it is necessary to reduce the number of Employees or hours of work in a given classification. In such a case, the least senior Employee within the affected classification shall be laid off or have their hours reduced. A more senior Employee may request voluntary layoff or reduction in hours if such voluntary layoff or reduction in hours reasonably meets the Employer's needs. The Employer agrees not to contest unemployment insurance claim by such voluntarily laid-off Employee. The Employer agrees to meet and discuss with the Union the effects of a layoff or reduction in hours, but it is agreed that any discussions will not delay implementation of the layoff or reduction of hours.

**Section 2. Recall from Layoff.** The Employer shall recall Employees on layoff in reverse order of layoff, provided the Employee is qualified to perform the available work. Employees may remain available for recall for one year. The Employer may not use temporary, provisional or probationary Employees or any Employees outside the unit to do unit work while any senior qualified Employee remains on layoff and requests work.

**Section 3. Seniority on Layoff.** Employees shall retain accrued seniority but shall not accrue additional seniority while on layoff. After continuous layoff for one (1) year the Employee shall forfeit all seniority rights.

**Section 4. Bumping.** A senior Employee, whose position is eliminated or whose hours have been reduced by more than five (5) hours in a pay period, or whose hours have been reduced so as to be no longer benefit eligible, shall have the right to bump a less senior Employee in another classification, provided the senior Employee is qualified for the job.

**Section 5. Shifting of Work.** The Employer shall not shift work from one Employee to another Employee in order to effectively terminate one Employee through layoff. In the event this Article and Section is grieved, the parties agree to an expedited arbitration of the issue.

## **Article 13**

### **VACANCIES, PROMOTIONS AND TRANSFERS**

**Section 1. Vacancies.** A vacancy shall be any position open as a result of being newly created, or because of combination, resignation, retirement, transfer, promotion, demotion or termination.

When a vacancy occurs in a classification covered by this Agreement a notice of such vacancy shall be posted for ten (10) working days, stating the requirements of the position. The posting shall include internal posting at the locations (such as bulletin boards) where notices to Employees are customarily posted, on the Employers' on-line site, and via intra-office email. The vacancy may be filled on a temporary basis (not to exceed eight (8) weeks) during the posting period. The job will be awarded to the most senior qualified bidder. In the event there are no bids, or bidders possessing qualifications, the President may elect to conduct an external search process. Employees filling vacancies shall have a trial period, not to exceed sixty (60) calendar days. During the trial period, Employees may return to their previous position or the Employer may return them to their previous position.

**Section 2. Promotion to Positions and Filling of Vacancies Outside the Unit.** It is the desire of the Employer to promote and fill vacancies from within the organization whenever possible. All promotional opportunities and vacancies of positions not covered by this Agreement shall be posted for ten (10) working days, stating the requirements of the position. All Employees covered by this Agreement wishing to promote and who are qualified for the position shall be given an interview.

## **Article 14**

### **GRIEVANCE AND ARBITRATION**

**Section 1. Grievance Defined.** A grievance is defined as any claim by either party relating to the interpretation of or adherence to the terms and provisions of this Agreement unless otherwise stated to the contrary elsewhere herein.

**Section 2. Grievance Steps.** The steps in the grievance procedures are as follows:

**Step 1. Meeting with President.** All grievances shall be reduced to writing and shall specify the alleged violation of the contract. Such written grievance shall be submitted to the President within ten (10) working days from the date of the occurrence. Within ten (10) working days following receipt of the grievance by the President, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. Within five (5) working days after Step 1 meeting, the President shall respond to the Union in writing. The timelines for said meeting and responses may be extended by mutual agreement.

**Step 2. Mediation.** If the grievance is not resolved in Step 1, then either party may request a mediator from the Federal Mediation and Conciliation Service (FMCS) within ten (10) working days of receiving the President's response. Both parties may mutually agree upon a mediator other than one through the FMCS. Mediation through mutual agreement only.

**Step 3. Arbitration.** If no agreement is reached in Step 2 or the parties do not mutually agree to mediate, the grievance may be moved within ten (10) working days after mediation, or if the parties do not agree to mediate, within fifteen (15) working days of the President's response, to Step 3 – Arbitration. An arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the FMCS. Selection of the arbitrator shall be by alternate strike of the arbitrator's names. A coin flip shall determine the first party to strike a name.

**Section 3. Authority of the Arbitrator.** The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within forty-five (45) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. The award of the arbitrator shall be final and binding upon the Employer, Union and the Employee(s) involved.

**Section 4. Time Limits.** The time limits set forth herein relating to the time for filing a grievance and a demand for arbitration shall be mandatory. Failure by the Union to follow said time limitations shall result in the grievance being barred, waived, and forfeited. Failure by the Employer to follow said time limits shall result in the grievance being settled in favor of the Union. The time limitations provided herein may be extended by mutual written agreement of the parties, or by mutual verbal agreement of the parties promptly confirmed in writing or by email by one of the parties.

## **Article 15**

### **LEAVES OF ABSENCE**

**Section 1. Sick Leave.** Employees may use paid sick leave to tend to their personal medical/health needs or those of a "family member". "Family member" includes: (1) child, adopted child, adult child, foster child; legal ward, or child for whom the employee is a legal guardian; (2) spouse or

domestic partner; (3) sibling, stepsibling, or foster sibling; (4) parent, stepparent, mother-in-law, father-in-law, (5) grandchild, foster grandchild, grandparent, step-grandparent; and (6) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship. Employees may also use sick leave as provided by statute or ordinance. Employees shall accrue sick leave according to the following schedule:

Years of Service	Sick Leave Accumulation
0-5 years	1 day per month
more than 5 years	1 ½ days per month

Regular, part-time Employees shall receive sick leave on a pro-rated basis. Unused sick leave may be accumulated to a maximum of 130 days. An Employee on sick leave shall continue to accrue sick leave.

When sickness or confinement extends beyond the sick leave time an Employee has accumulated, additional sick leave may be “overdrawn” from the Employee’s sick leave account to a maximum of ten (10) days at the discretion of the President. Unearned but used sick leave will be deducted from the Employee’s last paycheck in the event of a termination prior to the overdrawn balance being earned by the Employee.

Any Employee absent for three (3) or more consecutive working days by reason of sickness or injury (as related to the Employee, members of the Employee’s immediate family, members of the household for whom the Employee is the primary caregiver) shall supply to the Employer, upon its request, written certification from a health care provider that the Employee was unable to work by reason of sickness or injury, including the nature of the illness. Any Employee whose use of sick time is not in good faith, such as a clear instance of abuse, will be subject to disciplinary action. In those cases of absence where the ability to return to work is reasonably questioned by the Employer, the Employee must supply written certification from a health care provider that the Employee is able to return to work. In the case of any illness where no accrued sick leave remains, Employees may utilize their accrued vacation and personal holidays. In all cases involving scheduled absences during working hours, pre-notification to an Employee’s supervisor will be required. Scheduled absences will be arranged with an effort to minimize time off the job and all Employees are expected to return to work promptly after appointments unless previous notification or notification immediately after an appointment is approved by management.

**Section 2. Jury Duty/Witness Duty.** An Employee who is called to jury duty or to testify in court shall be entitled to the Employee’s regular pay minus any compensation received from the court, less living and transportation expenses. Pay for jury duty shall be limited to ten workdays per calendar year.

**Section 3. Bereavement Leave.** Employees shall be eligible for up to three (3) days of paid bereavement leave for the death of a “family member” as defined in Section 1 of this Article.

For others, not included in the above paragraph, upon notification to the Employer, Employees may use up to four (4) hours of sick leave to attend such funerals.

Time off for bereavement leave as defined in this section shall be allowed for probationary Employees as paid leave.

“Bereavement leave” means time off work to make arrangements for, or attend, the funeral, wake, religious service, or memorial service, or to participate in the after-care and support of friends and relatives, within one year.

**Section 4. Parental Leave.** Any Employee who has worked an average of twenty (20) or more hours per week for at least twelve (12) consecutive months shall be granted upon request; a twelve (12) week unpaid leave of absence following the birth or adoption of a child. Sick leave may be used during this period pursuant to Section 15.1, but any sick leave time shall count towards the twelve (12) week parental leave time frame. All requests must be submitted to the President in writing. The Employee shall determine the length of the leave, but it may not exceed twelve (12) weeks. An Employee returning from a parental leave of absence is entitled to return to work in the Employee’s former position, or if such position no longer exists, to a position of comparable duties, number of hours and pay. Notwithstanding the foregoing, an Employee who has worked full-time for at least six (6) months of service will be paid during the first four (4) weeks of the leave.

**Section 5. Mandated Leaves.** Employees shall be eligible for the following mandated leaves:

- a) Bone marrow donation.
- b) School conferences/activities (up to 16 hours unpaid) per annum.
- c) Time off to vote in state or general elections.
- d) Military leave for active duty in the armed services or in the National Guard.
- e) Earned sick and safe time (which shall not be in addition to the other paid time under this Agreement).

Eligibility for, and implementation of, these leaves shall be governed by the applicable statute or ordinance.

**Section 6. Other Leaves.** Requests for leave without pay other than those listed above shall be considered on a case-by-case basis. All requests for leave without pay must be submitted in writing and shall be subject to the Employer’s policies and to approval by the Employer. The President may extend benefits during unpaid leave. The Employer agrees to make a good faith effort to accommodate reasonable requests for leaves of absence without pay. Employee circumstances and the workload of United Way shall both be taken into consideration by the Employer.

## **Article 16**

### **HOLIDAYS AND PERSONAL LEAVE DAYS**

**Section 1. Holidays.** The following days shall be paid holidays for all Employees:

New Year’s Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Martin Luther King, Jr. Day

**Section 2. Eligibility.** Eligibility for all regular, full-time Employees commences as of their first day of employment. Regular, part-time Employees are eligible for holiday pay on a pro-rated basis according to the terms outlined in this Agreement. Refer to the Letter of Understanding for

administrative clarification. Limited term Employees and those on layoff or leaves of absence are not eligible for holiday pay.

**Section 3. Employees working on a Holiday.** Any Employee scheduled to work on a holiday shall be paid two (2) times the Employee's regular rate of pay for the number of hours worked.

**Section 4. Weekend Holidays.** When a holiday falls on a Saturday, the Friday preceding is the official holiday. When a holiday falls on a Sunday, the Monday following is the official holiday.

**Section 5. Holiday during Vacation.** When a holiday occurs during an Employee's scheduled vacation, that day shall be treated as a holiday and not as a vacation day.

**Section 6. Personal Leave Days.** In addition to the above holidays, regular, full-time Employees who have passed probation shall be eligible for five (5) paid personal leave days per calendar year. Regular, full-time Employees who are hired mid-year shall be eligible for pro-rated paid personal leave days once they have passed probation. Regular, part-time Employees shall be eligible for pro-rated paid personal leave days once they have passed probation and according to the terms outlined in this Agreement. Refer to the Letter of Understanding for administrative clarification. Personal leave days must be used within the calendar year acquired and cannot be paid out as benefits.

## **Article 17 VACATION**

**Section 1. Vacation Accrual.** Vacation accrues for all Employees from the first day of employment, as follows:

Less than 3 years	6.25 hours per month (equal to 75 hours/year)
3 to 6 years	9.38 hours per month (equal to 112.5 hrs/year)
7 to 9 years	13.13 hours per month (equal to 157.5 hrs/year)
10 plus years	15 additional hrs/year

The above schedule applies to all regular, full-time Employees.

Only regular Employees who have passed probation may use vacation. Part-time Employees will accrue vacation on a pro-rata basis according to the terms of this Agreement. Refer to the Letter of Understanding for administrative clarification.

**Section 2. Vacation Scheduling.** Each regular Employee shall take earned vacation at a time approved by the President. Insofar as possible, Employee requests for vacation shall be granted.

**Section 3. Vacation Carryover.** Vacation is meant as a means of rest and recreation. An Employee may carry over unused vacation time from one calendar year to the next up to a maximum of one and one half (1 1/2 ) times the Employee's annual entitlement. Vacation shall not accrue during unpaid leaves of absence.

**Section 4. Vacation Pay on Termination.** An Employee who terminates employment is entitled to all accrued vacation pay at the Employee's regular rate of pay.

## **Article 18**

### **INSURANCE**

**Section 1. Medical Insurance.** Effective the first day of the month after 30 days of employment, an Employee may elect to take either single or family coverage under the Employer provided health insurance plan.

The Employer will contribute 70% of the applicable deductible to a Health Savings Account for Employees. The Employer shall pay 80% of the premium payment for single health insurance or 65% of the premium payment for family health insurance for all regular, full-time Employees. Employee contributions will be equal to 20% (single) and 35% (family) of the premium payment. The Employer shall pay each Employee's HSA annual administrative fee, subject to a limit of \$25.00 on the Employer payment.

New eligible Employees will either utilize insurance through HLUW or waive that benefit if they choose to utilize insurance through another source. No reimbursement will be provided if they choose to utilize another source.

Regular, part-time Employees shall be eligible for health insurance on a pro-rata basis according to the terms outlined in this agreement. Refer to the Letter of Understanding for administrative clarification.

Employees may elect to change their coverage from single to family or from family to single coverage when the terms of the plan allow such change. The Employer may not unilaterally make any substantive change in health insurance coverage, deductibles, or level of benefits.

**Section 2. Term Life Insurance.** Effective the first day of the month after 30 days of employment, the Employer shall provide at no cost to the Employee term life insurance equivalent to two (2) times the annual salary of any Employee working thirty (30) hours or more per week. The policy shall include Accidental Death and Dismemberment coverage. Upon termination, prior to retirement, the Employee may elect to continue coverage by conversion to an individual policy. If employment continues until retirement, the life insurance benefit shall be equal to one-half the Employee's annual salary at retirement. Continuation of life insurance coverage after termination is at Employee expense.

**Section 3. Long Term Disability Insurance.** Effective the first day of the month after 30 days of employment, the Employer shall provide long-term disability insurance for all Employees who work an average of 30 or more hours per week.

**Section 4. Flex Plan.** The Employer shall provide all Employees a flex plan for nontaxable voluntary contributions for child care and certain health-related expenses not covered by health insurance or other insurance at the maximum level allowed by IRS regulation.

**Section 5. Employee-paid Vision, Dental, and Short Term Disability Insurance.** The Employer shall make available group vision, dental, and short term disability insurance plans. An Employee may choose to participate in one or more of the plans at the Employee's expense. The Employer's obligation to make such plans available and to maintain such plans are contingent upon such plans being available in this market considering, among other things, the size of the group to be insured.

## **Article 19**

### **RESIGNATION**

**Section 1. Resignation.** Employees shall provide ten (10) working days notice in the event of voluntary termination of employment.

**Section 2. Effective Resignation.** An Employee shall be deemed to have effectively resigned employment should they materially misrepresent the reason for obtaining a leave of absence; absence of three (3) working days without just cause and without notice to the Employer.

## **Article 20**

### **RETIREMENT AND SEVERANCE**

**Section 1. Eligibility.** All Employees are eligible to participate in the pension plan provided they are age 21 or older and have completed one year of service with Head of the Lakes United Way. To be credited with one year of service, Employees must complete at least 1,000 hours of service in the 12-month period starting with the Employee's date of hire and ending with the Employee's first-year anniversary.

**Section 2. Contribution.** Head of the Lakes United Way will make a monthly contribution to the Mutual of America Pension Plan for eligible participants equal to 5.5% of that participant's monthly compensation, or for Employees with more than five years of service, the Employer will contribute 6.0% of the participant's monthly compensation.

**Section 3. Vesting.** Vesting means entitlement to the value of the Employee's individual account even if the Employee terminates employment with Head of the Lakes United Way before retirement. The value of the individual account is fully vested when the Employee has completed three (3) years of vesting service. Vesting is determined by the Employee's years-of-service from date of hire to date of termination.

## **Article 21**

### **CONTINUING EDUCATION**

**Section 1. Applicability.** The Employer encourages staff to participate in conferences, institutes and classes. The Employer shall pay registration, travel and other reasonable expenses in connection with any conference, institute, or class related to an Employee's job if the Employee's attendance is approved in advance by the President. No reimbursement of fees will be made unless satisfactory proof of passing the course has been provided.

**Section 2. Classes Required for Licensure or Certification.** The Employer shall pay registration, travel and other reasonable expenses for all classes, conferences, or institutes that are required to maintain an Employee's licensure or other certificate as it relates to the Employee's work for the Employer. The Employee shall notify the President with as much advance notice as possible of what class, conference, or institute the Employee will be attending. Advance approval by the President is required before attendance by the Employee. The Employer will respond within one week of the request with the Employer's approval or disapproval. The Employer shall not be obligated to pay for any continuing education over and above that required for maintaining the Employee's licensure or certificate.



**Section 3. Employer Mandated Training.** The Employer shall pay Employees for all hours spent at training the Employer requires the Employee to attend. Paid hours at training shall not exceed the standard work week.

**Section 4. Application for Education Benefit.** Employees who apply for the reimbursement for educational opportunities other than those identified in Section 2 of this Article must submit the following information in writing to the President:

- Title and content of course, conference, or institute
- Offering institution
- The objective in taking the course
- Schedule and duration of training
- Breakdown of the costs of registration fees, tuition, books and related items

The President may authorize reimbursement of tuition, books, and other direct expenses upon submittal of documentation of successful completion of the course.

**Section 5. Other Educational Opportunities.** The Employer encourages staff to continue job or career-related educational development and shall make reasonable attempts to allow Employees to take a course of study. At the President's discretion, the Employee taking such courses may be granted flexibility in the Employee's schedule to take classes and/or be reimbursed for all or part of the cost of tuition, books and /or fees. An Employee wishing to take advantage of this benefit must fill out an application as defined in Section 4.

## **Article 22**

### **EXPENSE REIMBURSEMENT**

**Section 1. Travel.** Employees who are required to use their personal vehicles for business purposes shall be reimbursed for the business use on a mileage basis at the maximum rate allowed by the IRS. Refer to Travel Policy for specific travel-related guidelines.

**Section 2. Parking.** The Employer shall pay \$50.00 a month parking allowance for Employees who park a personal vehicle for office parking. An equal allowance shall be available for Employees who ride the bus. All actual expenses shall be reimbursed for parking expenses incurred for business-related parking expenses at other locations.

**Section 3. Meals.** The Employer shall reimburse Employees the full cost of meals at meetings which they are required to attend and for dinner when work is performed beyond 6:30 p.m. The cost of alcoholic beverages shall not be reimbursed.

**Section 4. Membership in Organizations.** The Employer may reimburse the cost of membership in a service club and/or professional association for an Employee when such membership is considered supportive of the Employer's objectives and has been approved, in advance, by the President.

**Section 5. Other Expenses.** The President may reimburse other reasonable expenses incurred by Employees in the performance of their job responsibilities.

## **Article 23**

### **RATES OF PAY**

**Section 1. Pay Plans.** All Employees shall be paid according to Attachment A.

**Section 2. Temporary Out-of-Class Work.** Employees who are temporarily assigned work in a higher classification shall be paid at the higher rate of pay for all hours worked in the higher classification.

**Section 3. Credit for Experience.** Newly hired Employees having recent relevant experience may be given credit for that experience and may be given a starting wage above the starting wage in Attachment A. In no event, however, shall a newly hired Employee be given a starting wage greater than the 18 calendar month wage in the wage grid.

## **Article 24**

### **EMPLOYEE ASSISTANCE/INJURY ON THE JOB**

**Section 1. Employee Assistance.** All Employees and their family members with personal problems that affect the Employee's life or impact the Employee's work performance shall have access on a confidential basis to Employee Assistance. Taking advantage of Employee assistance shall in no way result in any disciplinary action.

**Section 2. Injury on the Job.** All Employees are covered by Minnesota's Worker's Compensation Law. An injury or illness that occurs during the course of employment is covered under this law. If an Employee suffers any injury while on duty, the Employee will report such injury to the Employee's supervisor in writing on an Employer-provided form as soon as possible. The Employer shall file the documentation of the injury with the appropriate authorities.

## **Article 25**

### **LABOR-MANAGEMENT COMMITTEE**

A Labor Management Committee will be established to deal with non-contractual/grievance issues and shall meet minimally on a quarterly basis. Operation and structure shall be established by mutual consent.

## **Article 26**

### **SAVINGS**

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 from the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

**Article 27**  
**NO STRIKE; NO LOCKOUT**

**Section 1. No Strike.** During the term of this Agreement, no Employee shall engage in any strike, sit down, sit in, slowdown, cessation, stoppage or interruption of work, or boycott. The Union, its officers, agents, representatives, and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, or sanction any strike, sit down, slowdown, cessation, stoppage or interruption of work, or boycott, or ratify, condone or lend support to any such conduct or action. The Employer shall have the right to discharge or otherwise discipline any Employee who violates this section.

**Section 2. No Lockout.** The Employer agrees that it shall not lock out Employees during the term of this Agreement.

**Article 28**  
**CONTRACT DURATION**

This agreement shall be in effect from August 1, 2022 to July 31, 2025 and shall automatically renew from year to year thereafter unless either party gives written notice to the other of a desire to negotiate modification to this agreement not more than 120 days and not less than 90 days prior to the expiration date.

*Michelle B. Sundt* <sup>7.21.22</sup>  
President, AFSCME Local 3558

*Walter H. Hurd*  
President, Head of the Lakes United Way

*Eric Jacobson*  
Eric Jacobson, Field Representative

*Janet Nelson*  
Janet Nelson, Chair, HLUW Bd of Directors

*Ken Loeffler Kemp*  
Ken Loeffler Kemp, Field Representative

8/1/22  
Date

## **LETTER OF UNDERSTANDING**

### **RE: PART-TIME EMPLOYEES - Benefit Eligibility**

The following tiers will be used to determine benefit eligibility status for part-time Employees  
(those who are regularly scheduled to work less than 37.5 hours per week)

#### Tier One (1)

This classification includes regular part-time Employees who are regularly scheduled to work fewer than twenty (20) hours per week.

- Sick leave, as provided by statute or ordinance
- 0 paid holiday, personal leave, or vacation
- 0 insurance (medical, life, ltd)
- 0 participation in flex plan or pension
- HLUW will contribute \$50.00/month toward parking

#### Tier Two (2)

This classification includes regular part-time Employees who are regularly scheduled to work twenty (20) or more but fewer than (30) hours per week.

- This classification of Employees will accrue vacation as follows:
  - Less than 3 years: 1.44 hours on a bi-weekly basis.
  - 3 to 6 years: 2.17 hours on a bi-weekly basis.
  - 7 to 9 years: 3.03 hours on a bi-weekly basis.
  - 10 plus years: 3.32 hours on a bi-weekly basis.
- This classification of Employees will accrue sick leave as follows:
  - 0-5 years: 1.73 hours on a bi-weekly basis.
  - More than 5 years: 2.6 hours on a bi-weekly basis.
- This classification of Employees will be eligible for 18.75 hours of personal leave.
- This classification of Employees will be paid 3.75 hours for any holiday on which they would normally work. This classification of Employees will not be paid for holidays on which they are not regularly scheduled to work.
- Medical insurance for this classification of Employees will be made available as follows:
  - HLUW will pay 35% of the applicable deductible to a Health Savings Account.
  - HLUW will pay 65% of the premium for single coverage and the Employee will pay 35%.
  - HLUW will pay 45% of the premium for family coverage, or an amount equal to 60% of the Employee's single premium, whichever is greater. The Employee will pay the balance.
- Life insurance will not be available to Tier Two (2) Employees.
- Long-term disability insurance will not be available to Tier Two (2) Employees.
- HLUW will contribute 5.5% of salary to pension for this classification of Employees. After five years of employment, the contribution will increase to 6%.
- This classification of Employees may participate in the flex plan.
- HLUW will contribute \$50.00/month toward parking.

- This classification of Employees will receive the paid bereavement leave benefit set forth in the contract, but only days that otherwise would have been scheduled work days will be paid.

#### Tier Three (3)

This classification includes regular part-time Employees who are regularly scheduled to work thirty (30) or more but fewer than thirty-seven-point-five (37.5) hours per week. This classification of Employees is eligible for benefits equivalent to 100% of those available to regular full-time Employees. Benefit levels will be calculated based on regularly scheduled hours.

## ATTACHMENT A PAY GRIDS

This grid is effective August 1, 2022 and shall remain in effect through July 31, 2023.

Job Classification	Start	Six (6) Calendar Months	Twelve (12) Calendar Months	Eighteen (18) Calendar Months
Community Campaign Coordinator	\$ 19.12	\$ 19.94	\$ 20.75	\$ 21.57
Community Engagement Coordinator	\$ 19.12	\$ 19.94	\$ 20.75	\$ 21.57
Community Services Director	\$ 20.74	\$ 21.62	\$ 22.51	\$ 23.39
Finance Associate / Pledge Coordinator	\$ 19.12	\$ 19.94	\$ 20.75	\$ 21.57
Marketing Coordinator	\$ 20.74	\$ 21.62	\$ 22.51	\$ 23.39
Office Coordinator	\$ 20.33	\$ 21.20	\$ 22.06	\$ 22.93

This grid is effective August 1, 2023 and shall remain in effect through July 31, 2024.

Job Classification	Start	Six (6) Calendar Months	Twelve (12) Calendar Months	Eighteen (18) Calendar Months
Community Campaign Coordinator	\$ 19.50	\$ 20.34	\$ 21.17	\$ 22.00
Community Engagement Coordinator	\$ 19.50	\$ 20.34	\$ 21.17	\$ 22.00
Community Services Director	\$ 21.15	\$ 22.05	\$ 22.96	\$ 23.86
Finance Associate / Pledge Coordinator	\$ 19.50	\$ 20.34	\$ 21.17	\$ 22.00
Marketing Coordinator	\$ 21.15	\$ 22.05	\$ 22.96	\$ 23.86
Office Coordinator	\$ 20.74	\$ 21.62	\$ 22.50	\$ 23.39

This grid is effective August 1, 2024 and shall remain in effect for the duration of this Agreement.

Job Classification	Start	Six (6) Calendar Months	Twelve (12) Calendar Months	Eighteen (18) Calendar Months
Community Campaign Coordinator	\$ 19.84	\$ 20.70	\$ 21.54	\$ 22.39
Community Engagement Coordinator	\$ 19.84	\$ 20.70	\$ 21.54	\$ 22.39
Community Services Director	\$ 21.52	\$ 22.44	\$ 23.36	\$ 24.28
Finance Associate / Pledge Coordinator	\$ 19.84	\$ 20.70	\$ 21.54	\$ 22.39
Marketing Coordinator	\$ 21.52	\$ 22.44	\$ 23.36	\$ 24.28
Office Coordinator	\$ 21.10	\$ 22.00	\$ 22.89	\$ 23.80

**Longevity.** Employees having two (2) or more years of continuous service will have twenty-five cents (\$0.25) added to their hourly wage.

Employees having three (3) or more years of continuous service will have twenty-five cents (\$0.25) added to their hourly wage, in addition to any longevity payments the Employee is already receiving.

Employees having four (4) or more years of continuous service will have twenty-five cents (\$0.25) added to their hourly wage, in addition to any longevity payments the Employee is already receiving.

Employees having five (5) or more years of continuous service will have twenty-five cents (\$0.25) added to their hourly wage, in addition to any longevity payments the Employee is already receiving.

Employees having six (6) or more years of continuous service will have twenty-five cents (\$0.25) added to their hourly wage, in addition to any longevity payments the Employee is already receiving.

Employees having seven (7) or more years of continuous service will have twenty-five cents (\$0.25) added to their hourly wage, in addition to any longevity payments the Employee is already receiving.

Employees having eight (8) or more years of continuous service will have twenty-five cents (\$0.25) added to their hourly wage, in addition to any longevity payments the Employee is already receiving.

Employees having nine (9) or more years of continuous service will have twenty-five cents (\$0.25) added to their hourly wage, in addition to any longevity payments the Employee is already receiving.

Employees having ten (10) or more years of continuous service will have twenty-five cents (\$0.25) added to their hourly wage, in addition to any longevity payments the Employee is already receiving.

Employees having fifteen (15) or more years of continuous service will have twenty-five cents (\$0.25) added to their hourly wage, in addition to any longevity payments the Employee is already receiving.