

Collective Bargaining Agreement

Between

**Human Development Center,
A Minnesota Non-profit Corporation,**

And

**American Federation of State, County and Municipal
Employees, AFL-CIO,
Minnesota Council 5, Local No. 3558**

Effective

January 1, 2025 to December 31, 2027

Table of Contents

Preamble

Definitions.....	1
Article 1 --Definitions.....	1
Article 2 --Measurement of Time.....	2

Bargaining Unit and Employees

Article 3 --Recognition	2
Article 4 --Exempt Job Titles	2
Article 5 --Notice of New Hires	3
Article 6 --New Titles.....	3
Article 7 --Probation.....	3
Article 8 --Vacancies.....	3
Article 9 --Outside Employment	4
Article 10 --Non-Discrimination	4
Article 11 --Resignations	4
Article 12 --Temporary Personnel.....	4
Article 13 --Seniority	5

Employer and Union Rights

Article 14 --No Strike, No Lockout	6
Article 15 --Management Rights	6
Article 16 --Union Security	7
Article 17 --Dues Check off	7
Article 18 --Access to Premises.....	7
Article 19 -- New Member Orientation	8
Article 20 --Bulletin Boards.....	8
Article 21 --Time Off For Union Business.....	8
Article 22 --Time Off For Union Stewards.....	8

Hours and Schedules

Article 23 --Hours of Work.....	8
Article 24 --Meals and Breaks	9
Article 25 --Flex Schedules	9

Compensation

Article 26 --Wage and Salary Rates.....	9
Wage Tables	
2025	12
2026	13
2027	14
Article 27 --Overtime Pay.....	16
Article 28 --On-Call Pay.....	16

Fringe Benefits

Article 29 --Vacation	16
Article 30 --Sick Leave	17
Article 31 --Holidays	17
Article 32 --Personal Leave Days	18
Article 33 --Funeral and Critical Illness Leave.....	18
Article 34 --Extended Unpaid Personal Leave.....	18
Article 36 --Jury Duty/Witness Duty	19
Article 36 --Health Insurance.....	19
Article 37 --Life Insurance.....	19
Article 38 --Dental Insurance.....	19
Article 39 --Disability Insurance.....	20
Article 40 --Retirement	20
Article 41 --Education	20
Article 42 --Mileage.....	20

Employee Performance

Article 43--Employee Evaluations.....	20
Article 44 --Fitness For Duty.....	20
Article 45 --Illegal Drugs and Alcohol Policy	21
Article 46 --Discipline and Discharge--Misconduct.....	21
Article 47 --Discipline and Discharge--Substandard Performance.....	21

Dispute Resolution

Article 48 --Labor-Management Committee	22
Article 49 --Grievances and Arbitration	22

Miscellaneous

Article 50 --Effect of Law	23
Article 51 --Notices	23
Article 52 --Notice of Rights Under Law	23
Article 53 --Zipper	24

Term

Article 54 --Term	24
-------------------------	----

Preamble. This Agreement, dated the 1st, day of January 2025, is by and between Human Development Center, a Minnesota non-profit corporation, the "Employer," and American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 5, Local No. 3558, the "Union." Having collectively bargained with respect to the employees' wages, hours, and other terms and conditions of employment, the parties agree as follows:

Definitions

Article 1 --Definitions. As used in this Agreement, the following terms shall have these definitions:

Non-exempt employee: An employee covered by the wage and hour provisions of the federal Fair Labor Standards Act.

Exempt employee: An employee exempt from the wage and hour provisions of the federal Fair Labor Standards Act.

Full-time employee:

a) as applied to a non-exempt employee, an employee who is regularly scheduled to work forty (40) or more hours per week;

b) as applied to an exempt employee, an employee who is expected to work forty (40) or more hours per week on average over a contract year to accomplish the duties and responsibilities of the employee's position. If the average exceeds forty (40) hours but is less than forty-five (45), the employee and the Employer shall meet to review the data and to consider what adjustments, if any, should be made to the employee's workload. The employee may request Union representation at any such meeting and the request shall be granted. If the average equals or exceeds forty-five (45), the employee may file a grievance.

Part-time employee:

a) as applied to a non-exempt employee, an employee who is regularly scheduled to work less than forty (40) hours per week;

b) as applied to an exempt employee, an employee who is expected to work less than forty (40) hours per week on average over a contract year to accomplish the duties and responsibilities of the employee's position. The Employer shall maintain records, to which the employee shall have access, showing the employee's defined part-time level. If the average exceeds the employee's defined level but is less than 112.5% of the level, the employee and the Employer shall meet to review the data and to consider what adjustments, if any, should be made to the employee's workload. The employee may request Union representation at any such meeting and the request shall be granted. If the average equals or exceeds 112.5% of the level, the employee may file a grievance. Fringe benefits, including but not limited to paid vacation, paid sick leave, paid holidays,

1 paid personal leave days, and insurances, shall apply only to part-time employees who:

2
3 a) if non-exempt, are regularly scheduled to work twenty (20) or more hours per
4 week;

5
6 b) if exempt, are expected to work twenty (20) or more hours per week on average
7 over a contract year to accomplish the duties and responsibilities of the employee's
8 position.
9

10 **Article 2 --Measurement of Time.** Unless otherwise specified in this Agreement,
11 references to "days," "weeks," "months," and "years" shall mean calendar days, calendar weeks,
12 calendar months, and calendar years, respectively.
13

14 **Bargaining Unit and Employees**

15
16 **Article 3 --Recognition.** The Employer recognizes the Union as the sole and exclusive
17 bargaining agent for all full time and regular part time employees, including professional employees,
18 employed by the Employer at or out of the Employer's facilities located in St. Louis, Carlton, Lake,
19 and Cook Counties, Minnesota; excluding guards and supervisors as defined in the National Labor
20 Relations Act, as amended, physicians, clients, and consumers employed for rehabilitation or similar
21 therapeutic purposes, and all other employees. The words "employee" or "employees" as used in
22 this Agreement shall be construed to include only the job titles of employees expressly covered by
23 this article. Non-bargaining unit personnel shall not perform bargaining unit work, except in cases of
24 incidental work, emergencies, heavy workloads, and historical practice.
25

26 **Article 4 --Exempt Job Titles.** Employees occupying the following job titles shall be
27 considered as exempt employees under federal and state wage and hour laws:
28

- 29 ▪ Licensed Clinician, Doctoral Level
- 30 ▪ Doctoral Graduate Psychologist (L.P. pending)
- 31 ▪ Licensed Clinician, Masters Level Therapist -Licensed Graduate Social Worker
- 32 ▪ Licensed Clinician, Masters Level Therapist -Licensed Independent Clinical Social Worker
- 33 ▪ Licensed Clinician, Masters Level Therapist -Licensed Marriage and Family Therapist
- 34 ▪ Licensed Professional Counselor
- 35 ▪ Licensed Professional Clinical Counselor
- 36 ▪ Licensed Clinician, Masters Level Therapist -Licensed Psychologist
- 37 ▪ Licensed Clinician, Masters Level Therapist -Graduate Psychologist (L.P. pending)
- 38 ▪ Licensed Clinician, Masters Level, Non-Therapist
- 39 ▪ Psychiatric Registered Nurse
- 40 ▪ Clinical Registered Nurse Specialist
- 41 ▪ Registered Nurse Practitioner
- 42 ▪ Advance Practice Registered Nurse
- 43 ▪ Network Administrator

1 Notwithstanding any other language in this Agreement, employees occupying these listed
2 job titles shall be paid only the negotiated salary for the title and only those pay enhancements, if
3 any, expressly designated herein as applicable to exempt employees. If an employee in the before
mentioned job titles does not meet the minimum salary threshold, to be considered exempted under
the fair labor standards act, they will automatically be converted to a non-exempt hourly employee.
Their hourly wage will be equivalent to their salary the time of the conversion divided by 2,080.

5
6 **Article 5 --Notice of New Hires.** Within fourteen (14) days after a new employee's first
7 day of work, the Employer shall give written notice to the Union of the employee's name,
8 address, job title, and pay.
9

10 **Article 6 --New Titles.** If the Employer creates a new job title within the bargaining unit,
11 the Employer shall give written notice to the Union, including the proposed wage or salary. The
12 parties shall meet and negotiate over the proposed wage or salary for the new title. Failing
13 settlement within twenty (20) days, either party may demand in writing that the unresolved wage
14 or salary issue be submitted to binding interest arbitration. Any demand for interest arbitration shall
15 be made within ten (10) days after the twenty (20) day negotiation time frame expires. The party
16 seeking interest arbitration shall request from the Minnesota Bureau of Mediation Services a list of
17 names of seven (7) potential interest arbitrators. The interest arbitrator shall be selected by the
18 Employer and the Union alternately striking names from the list until only one (1) name remains.
19 The order of striking shall be determined by the flip of a coin. The interest arbitrator's fees and
20 expenses and the cost of any hearing room jointly selected shall be shared equally by the parties.
21 The award of the interest arbitrator shall be final and binding upon the Employer, the Union, and all
22 employees. The interest arbitrator shall have jurisdiction only over the unresolved objections. The
23 interest arbitrator shall have no power to add to, subtract from, or modify in any way any of the
24 provisions of this Agreement. In the meantime, the Employer may implement the proposed wage or
25 salary.
26

27 **Article 7 --Probation.** Newly hired exempt and non-exempt employees shall serve a
28 probationary period of six (6) months. The Employer may extend an exempt and non-exempt
29 employee's initial probation period for up to an additional six (6) months. A probationary exempt
30 and non-exempt employee shall have no seniority rights and may be discharged with or without
31 cause. Upon completion of probation, the employee, whether non-exempt or exempt, shall be
32 credited with seniority from his or her last date of hire in a bargaining unit position.
33

34 **Article 8 --Vacancies.** A vacancy is defined as an opening for a non-temporary or non-
35 extended temporary position which the Employer determines to fill. If a vacancy arises in a job
36 title covered by this Agreement, the Employer shall post the vacancy for a minimum of six (6)
37 working days. The posting shall include both the minimum and desired qualifications for the vacancy
38 and the deadline for applying. Employees shall apply for the vacancy on forms provided by the
39 Employer. In filling the vacancy, the Employer shall follow this procedure:
40

- 41 • If only one (1) employee applies, and if that employee holds a substantially similar

position within the same category and job title plus meets ALL minimum requirements as posted that employee shall be selected to fill the vacancy. If more than one (1) employee applies, and if they all hold a substantially similar position within the same category and job title plus meet ALL minimum requirements as posted, the most senior of them shall be selected to fill the vacancy.

- In all other cases, all employee applicants who meet the minimum qualifications shall be granted an interview, and thereafter the Employer may choose the most qualified person to fill the vacancy from among those employee applicants or from among any non-employee applicants.

If a current employee is selected to fill a vacancy in a job title different from his or her current job title: (a) the Employer may choose during the first thirty (30) days in the new position to send the employee back to his or her former position; or (b) the employee may choose during the first twenty (20) days in the new position to return to his or her former position. If the vacancy is an exempt position, the time period in clause (a) shall be sixty (60) days instead of thirty (30) days. In any case, the Employer's send-back rights and the employee's go-back rights may be waived by mutual agreement between the Employer and employee.

Article 9 --Outside Employment. Employees shall be entitled to work other jobs, provided (a) the other job does not interfere with their employment with the Employer, and (b) the other job is not competitive with the Employer's business. The foregoing language shall not prohibit the Employer from entering into agreement with the Union regarding unique situations which may arise in relation to outside employment.

Article 10 --Non-Discrimination. Neither party shall discriminate in employment or in Union membership against any employee, and neither party shall harass any employee, because of Union membership (or lack thereof), support for the Union (or lack thereof), or membership in any class of persons protected by federal, state, or local employment discrimination laws, as such laws existed on January 1, 2003.

Article 11 --Resignations. A non-exempt employee voluntarily terminating employment shall give the Employer at least two (2) weeks' advance written notice of such termination. An exempt employee voluntarily terminating employment shall give the Employer at least four (4) weeks' advance written notice of such termination. The notice period shall consist of working time. Scheduled vacation may be taken during the notice period only to the extent the notice given exceeds the minimum notice required by this article. Sick time used during the notice period will only be paid with written documentation from a licensed physician or a nurse practitioner.

Article 12 --Temporary Personnel. The Employer may supplement the work force with temporary personnel or temporary agency personnel to cover for the absence of an employee due to a resignation, leave of absence, illness, vacation, or other authorized absence, or to provide coverage for special projects or during times of high workload. Such coverage shall not exceed the length of the vacancy, leave or absence, special project, or time of high workload, or ninety (90)

42 days, whichever comes first. At the time of hiring, the Employer shall give written notice to the
43 Union stating the temporary personnel's name, hiring date, purpose for hiring, and anticipated
1 length of employment. Temporary personnel shall not be eligible for fringe benefits of any kind,
2 including but not limited to paid vacation, paid sick leave, paid holidays, paid personal leave days,
3 and insurances.

4
5 Extended Temporary Personnel –If a temporary is hired for any of the reasons stated above
6 and for a duration greater than ninety (90) days, then the temporary shall be classified as an
7 Extended Temporary. An Extended Temporary's assignment may not exceed twelve (12) months. If
8 an Extended Temporary is subsequently hired permanently, the start date will become the hire date
9 for the purposes of seniority under Article 13. Extended Temporary personnel shall be classified as
10 bargaining unit members for the duration of their assignment and shall be benefit eligible if they are
11 employed longer than ninety (90) days and more than 50% time. Extended temporary personnel
12 shall not have seniority/bumping rights at the end of their assignment.

13
14 **Article 13 --Seniority.** Each employee shall have seniority based upon his or her unbroken
15 service with the Employer. Seniority shall be broken by any of the following circumstances:

- 16
17 a) Discharge;
18 b) Resignation;
19 c) Failure of employee to return to work upon recall from layoff;
20 d) Continuous layoff of greater than twelve (12) months;
21 e) Retirement;
22 f) Failure of employee to return to work from a leave of absence;
23 g) Engaging in other employment while on a leave of absence; time paid by the Union to the
24 employee for Union activities shall not be considered "other employment;"
25 h) Failure to apply for work within the statutory time limit following completion of a military
26 leave of absence;
27 i) Continuous absence from work of greater than six (6) months for any other reason.

28
29 1. The following shall apply in cases of layoffs in job titles in categories I, II, III, XII and
30 XV: Those to be laid off shall be selected by the Employer in inverse seniority order from
31 among the employees in the affected job title, such that the least senior employee in the
32 affected job title is laid off first. All Bargaining Unit temporary, Bargaining Unit part-time,
33 provisional, and substitute employees shall be the first to be laid off.

34 2. The following shall apply in cases of recall in job titles in categories I, II, III, XII and
35 XV. Those to be recalled shall be selected by the Employer in seniority order from among the
36 laid off employees in the affected job title, such that the most senior laid off employee in the
37 affected job title is recalled first.

38
39 3. For all other job titles, the Employer's intent is to lay off employee(s) in inverse seniority
40 order unless there are bona fide legitimate business reason(s) not to do so. When bona fide
41 legitimate business reason(s) exist, the Employer may lay off employees in any order from

among the employees in the affected job title whose seniority is less than or equal to four (4) years. If further layoffs are to be implemented, those to be laid off shall be selected by the Employer in the inverse order of seniority from among the employees in the affected job title whose seniority is greater than four (4) years.

4. For all other job titles, the Employer's intent is to recall laid off employees in seniority order unless there are bona fide legitimate business reason(s) not to do so. Those to be recalled shall be selected by the Employer in seniority order from among the laid off employees in the affected job title whose seniority is greater than four (4) years. If further recalls are to be implemented, and if bona fide legitimate business reason(s) exist, those to be recalled shall be selected by the Employer in any order from among the laid off employees in the affected job title whose seniority is less than or equal to four (4) years.

5. The Employer shall not hire a new employee if there are laid off employees in the affected job title still having seniority, unless and until those laid off employees have been offered and have refused recall.

6. If the Employer, due to bona fide legitimate business reason(s) exercises its right under paragraphs three (3) and four (4) above to layoff or recall out of seniority order, the matter shall be deemed automatically grieved and the matter shall proceed directly to arbitration under Article 49. The grievant(s) shall be the person(s) who would not have been laid off had seniority been followed or who would have been recalled had seniority been followed, as the case may be. At arbitration, the just cause standard shall not be applied. Instead, the standard shall be whether the Employer had any bona fide legitimate business reason(s) for acting as it did and did not act in an arbitrary or capricious manner. If so, the arbitrator shall affirm the Employer's decision. If not, the arbitrator shall order the grievant(s) to be made whole for all losses and shall order grievant(s) reinstated in the case of a layoff or recalled in the case of a recall, as the case may be. The Employer shall pay all of the arbitrator's fees and expenses.

7. Employees who are in corrective action or who have been on a corrective plan within the last six (6) months will not be entitled to job transfers.

Employer and Union Rights

Article 14 --No Strike, No Lockout. During the term of this Agreement, no employee shall engage in any economic, unfair labor practice, or other kind of strike, picketing, sit-down, slowdown, cessation or interruption of work, or boycott. Notwithstanding the foregoing sentence, employees may engage in informational picketing (1) if the Employer fails or refuses to obey a final and binding arbitration award, or (2) if the Employer fails or refuses to honor a written settlement of a grievance, or (3) if the Employer fails or refuses to participate in this Agreement's grievance procedure when properly invoked by the Union. During the term of this Agreement, the Employer shall not lock out the employees.

Article 15 --Management Rights. The management of the business and the direction of the working force is vested exclusively in the Employer. Except where expressly abridged by a specific provision of this Agreement, the Employer retains all management rights, including but not necessarily limited to, the right to hire, discipline, discharge, layoff, promote, transfer, and assign the employees; to determine or change the starting and quitting times and number of hours worked; to promulgate rules and regulations; to assign and delegate work and duties to the employees; to establish new job titles; to organize, discontinue, enlarge, or reduce a department, unit, function, or division; to assign or transfer employees to other areas as operations may require; to introduce new or improved methods of operation or facilities; to determine the quality, quantity, and method of work and the number of employees; and to contract with others for the furnishing and purchase of goods and services. Notwithstanding the foregoing, there shall be no contracting for services then being performed by bargaining unit employees, with three (3) exceptions. Contracting is permissible if (1) there are too few bargaining unit employees to perform the work and there is a lack of qualified applicants for hiring into the bargaining unit to do the work, or (2) emergency conditions require that the work be performed immediately, or (3) pursuant to a collaboration with other human services providers to improve access to mental health care (examples: Crisis Response Team, Children's Mental Health Collaborative, Adult Foster Care Program, Assertive Community Treatment Program). In the case of exception (3), the collaborator's employees shall not be considered as contracted employees of the Employer.

Article 16 --Union Security. All employees shall, as a condition of continued employment, become and remain members in the Union, and all employees subsequently hired shall become members of the Union within thirty-one (31) calendar days of hiring. 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. The Union shall defend, indemnify, and hold the Employer harmless of and from any claim or suit by an employee arising out of application of this article.

Article 17 --Dues Check off. The Employer shall deduct the bi-weekly membership dues from the earnings of those employees who authorize such deductions in writing. The Union shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for which the deductions are to be effective and the deductions shall continue in effect until canceled by the employee through the Union. The aggregate deductions of all employees, together with a detailed record, shall be remitted to the Union office within ten (10) days after such deductions are made. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that shall arise out of or by reason of any action taken by the Employer for purposes of complying with this article, or in reliance on any lists, notices, or authorizations that shall have been furnished to the Employer by an employee or the Union.

Article 18 --Access to Premises. Representatives of the Union, upon advance notice to the Human Resource Director, including the date and time of the visit and the name(s) of the

employee(s) to be visited, may visit the Employer's premises for the purpose of discussing grievances and other Union matters with the employee(s) during breaks or during unpaid time. Care shall be taken so there will be no disturbance to other employees, clients, or consumers, and no such discussions shall take place in areas where clients or consumers may be present.

Article 19 – New Member Orientation. The bargaining unit chair (or bargaining unit designee) shall have the opportunity to attend new employee orientation sessions conducted by the Employer. The Employer shall provide notice to the bargaining unit chair (or bargaining unit designee) as soon as possible of upcoming orientation. The Human Resource Department will schedule fifteen (15) minutes during the session for the bargaining unit chair (or bargaining unit designee) to explain contractual rights and introduce employees to their union.

Article 20 --Bulletin Boards. For each of the Employer's facilities, the Employer shall designate a bulletin board for the posting of Union notices. The boards shall be located in areas frequented by employees but not necessarily visible to the public. The Union may provide a lockable bulletin board, at the Union's expense, which will be hung by the Employer with keys made available to both Employer and the Union.

Article 21 --Time Off For Union Business. Any employee who has successfully completed the probationary period will be considered for union leave. Employees shall submit their request for leave (electronically) through the Human Resource employee software system, indicating that it is time off for union business, at least two (2) weeks in advance, to their supervisor in the same manner as any other request for time off. The Employer shall not be responsible for any employees' wages during union leave; however, the employees' seniority for all purposes under this agreement shall continue to accrue as if the employee had been working.

The Employer shall agree to the union leave under this article. The Employer may limit the number of workers utilizing this leave per department to respond to organizational needs. Employees will be required to maintain their annual productivity and position expectations.

Article 22 – Time Off For Union Stewards. Upon reasonable notice to the Employer, union stewards shall be granted a reasonable amount of time, without loss of pay, during working hours for the purpose of meeting with the Employer to represent employees during investigative meetings, disciplinary meetings and grievance step meetings. Stewards shall not cancel clients for such purposes, except with approval from their supervisor.

Hours and Schedules

Article 23 --Hours of Work. A normal work year shall be 2080 hours. A normal work week shall be forty (40) hours. A normal workday shall be eight (8) hours. Nothing in this article shall be construed to alter the status and rights of exempt employees. Except as may be provided by some other provision of this Agreement, it is agreed that no employee shall have any guaranteed number of work hours.

1 1. Employees may request a four 10-hour work week. Requests may be denied. Any
2 requestor must agree to all terms specified on the Voluntary Agreement to work four 10-
3 hour schedule form. Employees may be required to change back to an 8-hour schedule
4 with 2 weeks notice.
5

6
7 **Article 24 --Meals and Breaks.** Non-exempt employees who work or who are scheduled to
8 work eight (8) or more consecutive hours in a day shall be allowed an unpaid meal period near the
9 middle of the day. The period shall be at least thirty (30) minutes in duration. Non-exempt
10 employees shall be allowed a paid fifteen (15) minute break for each four (4) consecutive hours
11 worked, with a limit of no more than two (2) per day. Non-exempt employees' meal periods and
12 breaks shall not be accumulated or saved so as to be used to leave work early, come to work late, or
13 extend a meal period, unless the Employer gives advance approval to do so. Exempt employees shall
14 be entitled to a reasonable meal period each day.
15

16 **Article 25 --Flex Schedules.** Upon reasonable notice to the affected employees, the
17 Employer may require flex schedules in order to meet client needs. A non-exempt employee may
18 request a flex schedule. The Employer shall grant the request if the proposed schedule does not
19 have an adverse and/or deleterious effect on the operations of the employee's department.
20

21 **Compensation**
22

23 **Article 26 --Wage and Salary Rates.**
24

25 Section 1. For purposes of wage and salary rates, job titles shall be categorized as follows:

26	<u>Categories</u>	<u>Job Titles</u>
27		
28	I	Billing Clerk -Emphasis Data Entry
29		Billing Clerk -Emphasis General
30		Credentialer
31		
32	II	Custodian -Buildings and Grounds
33		
34	III	Residential Crisis Mental Health Practitioner (MHP)
35		
36	IV	Licensed Clinician, Doctoral Level
37		Doctoral Graduate Psychologist (L.P. pending)
38		
39	V	Licensed Clinician, Masters Level Therapist -Licensed Graduate Social Worker
40		Licensed Clinician, Masters Level Therapist -Licensed Independent Clinical Social
41		Worker
42		Licensed Clinician, Masters Level Therapist -Licensed Marriage and Family Therapist
		Licensed Clinician, Masters Level Therapist -Licensed Psychologist
		Licensed Clinician, Masters Level Therapist -Graduate Psychologist (L.P. pending)

	Licensed Professional Counselor Licensed Professional Clinical Counselor
VI	Dual Licensed Clinician (LADC/LICSW, LMFT, LPCC, LP)
VII	Licensed Practical Nurse/Medical Assistant
VIII	Psychiatric Registered Nurse Registered Nurse Practitioner
IX	Rehabilitation Worker Case Aide
X	Crisis Response Team Provider
Xia	Case Manager (Without Degree) Certified Peer Specialist (Without Degree) Employment Specialist (Without Degree) Case Manager Associate (Without Degree) Mental Health Practitioner (Without Degree)
XIb	Case Manager (With Degree) Certified Peer Specialist (With Degree) Employment Specialist (With Degree) Case Manager Associate (With Degree) Mental Health Practitioner (With Degree)
XII	Support Staff
XIII	Advance Practice Registered Nurse
XIV	IT Technician
XV	Maintenance Worker – Emphasis Boilers and Plant Maintenance Worker – Emphasis Skilled Tasks
XVII	Network Administrator
XIX	LADC
XX	Residential Crisis Registered Nurse

Section 2. Wage and salary rates shall be as follows, depending on the employee's job title category and years of seniority. As of each seniority step, the employee shall be paid the greater of:

- (a) What the applicable table provides; or
- (b) The employee's then wage or salary.

CONTRACT YEAR Please see attached tables.

2025

Wage at Each Step

Category	Job Titles	0	1	3	5	7	9	11	13	15
I	Billing Clerk	\$17.76	\$18.45	\$19.16	\$19.88	\$20.46	\$21.07	\$21.70	\$22.35	\$23.03
II	Custodian	\$13.99	\$14.43	\$14.89	\$15.32	\$15.79	\$16.28	\$16.75	\$17.24	\$17.76
III	Residential Crisis MHP	\$22.88	\$23.76	\$24.57	\$25.31	\$26.04	\$26.77	\$27.48	\$28.31	\$29.15
IV (Notes 1)	Psychologist	\$69,838.35	\$72,361.49	\$74,884.64	\$77,407.80	\$79,930.94	\$82,454.10	\$84,927.72	\$87,475.54	\$90,099.82
V (Notes 1)	Therapist	\$61,812.00	\$63,666.36	\$65,576.35	\$68,199.40	\$70,927.38	\$73,764.47	\$76,715.06	\$79,783.66	\$82,975.00
VI	Dual Clinician	\$64,902.60	\$66,849.68	\$68,855.16	\$71,609.37	\$74,473.74	\$77,452.70	\$80,550.81	\$83,772.84	\$87,123.76
VII	LPN	\$18.37	\$18.94	\$19.52	\$20.13	\$20.76	\$21.41	\$22.07	\$22.73	\$23.41
VIII (Note 1)	Registered Nurse	\$64,009.77	\$65,930.02	\$67,907.96	\$69,945.19	\$72,043.53	\$74,204.85	\$76,430.99	\$78,723.91	\$81,085.64
IX	Rehab Worker/Case Aide	\$13.73	\$14.08	\$14.44	\$14.83	\$15.25	\$15.70	\$16.17	\$16.65	\$17.15
X	Crisis Response Team Provider	\$20.80	\$21.59	\$22.34	\$23.01	\$23.67	\$24.33	\$24.99	\$25.73	\$26.50
XIa	Case Manager (Without Degree) Certified Peer Specialist (Without Degree) Employment Specialist (Without Degree) Case Manager Associate (Without Degree) Mental Health Practitioner (Without Degree)	\$17.76	\$18.45	\$19.16	\$19.88	\$20.46	\$21.07	\$21.70	\$22.35	\$23.03
XIb	Case Manager (With Degree) Certified Peer Specialist (With Degree) Employment Specialist (With Degree) Case Manager Associate (With Degree) Mental Health Practitioner (With Degree)	\$18.91	\$19.62	\$20.32	\$20.92	\$21.52	\$22.12	\$22.71	\$23.39	\$24.10
XII	Support Staff	\$16.79	\$17.28	\$17.80	\$18.34	\$18.89	\$19.45	\$20.03	\$20.63	\$21.25
XIII (Note 1)	APRN	\$120,591.96	\$125,717.16	\$130,842.30	\$135,967.48	\$141,092.66	\$146,249.62	\$150,604.33	\$155,122.46	\$159,776.13
XIV (Note 1)	IT Technician	\$22.43	\$23.29	\$24.16	\$25.06	\$25.91	\$26.79	\$27.58	\$28.40	\$29.25
XV	Maintenance Worker	\$17.76	\$18.45	\$19.16	\$19.88	\$20.46	\$21.07	\$21.70	\$22.35	\$23.03
XVII	Network Administrator	\$60,062.23	\$61,864.09	\$63,720.01	\$65,631.63	\$67,600.54	\$69,628.57	\$71,717.44	\$73,868.97	\$76,085.04
XIX (Note 2)	LADC	\$25.84	\$26.61	\$27.41	\$28.24	\$29.08	\$29.95	\$30.86	\$31.78	\$32.73
XX	Residential Crisis RN	\$80,800.00	\$83,224.00	\$85,720.72	\$88,292.34	\$90,941.11	\$93,669.34	\$96,479.42	\$99,373.81	\$102,355.03

Note 1: The figures for categories IV, V, VI, VIII, XIII and XVII are annual salaries. The figures for the other categories are hourly wages.

Note 2: Individuals who are "In training" can provide services under supervision of a licensed professional until they become an LADC; therefore, HDC will pay 90% of the category XIX until they are fully licensed as an LADC.

Note 3: Employee's in Category III will receive a wage differential equal to a 10% increase of their regular hourly wage when they work during the hours of 11pm - 8:00am.

Note 4: Steps of seniority continue past this table indefinitely. A 0.5% wage increase will occur bi-annually. The increase will occur on odd numbers steps (17, 19, 21, 23, etc). Any employee at, or above, 15 years of service on January 1, 2025, will use January 1, 2025 as day 1 in regards to earning seniority towards step 17.

2026

Wage at Each Step

Category	Job Titles	0	1	3	5	7	9	11	13	15
I	Billing Clerk	\$18.11	\$18.82	\$19.54	\$20.28	\$20.87	\$21.49	\$22.13	\$22.80	\$23.49
II	Custodian	\$14.27	\$14.72	\$15.19	\$15.63	\$16.11	\$16.61	\$17.09	\$17.58	\$18.12
III	Residential Crisis MHP	\$23.33	\$24.23	\$25.06	\$25.82	\$26.56	\$27.30	\$28.03	\$28.88	\$29.73
IV (Notes 1)	Psychologist	\$71,235.12	\$73,808.72	\$76,382.33	\$78,955.96	\$81,529.55	\$84,103.18	\$86,626.27	\$89,225.06	\$91,901.81
V (Notes 1)	Therapist	\$63,048.24	\$64,939.69	\$66,887.88	\$69,563.39	\$72,345.93	\$75,239.76	\$78,249.36	\$81,379.33	\$84,634.50
VI	Dual Clinician	\$66,200.65	\$68,186.67	\$70,232.26	\$73,041.56	\$75,963.21	\$79,001.75	\$82,161.83	\$85,448.30	\$88,866.24
VII	LPN	\$18.74	\$19.32	\$19.91	\$20.53	\$21.18	\$21.84	\$22.51	\$23.18	\$23.88
VIII (Note 1)	Registered Nurse	\$65,289.97	\$67,248.62	\$69,266.12	\$71,344.09	\$73,484.40	\$75,688.95	\$77,959.61	\$80,298.39	\$82,707.35
IX	Rehab Worker/Case Aide	\$14.00	\$14.36	\$14.73	\$15.13	\$15.56	\$16.01	\$16.49	\$16.98	\$17.49
X	Crisis Response Team Provider	\$21.22	\$22.02	\$22.79	\$23.47	\$24.14	\$24.82	\$25.49	\$26.24	\$27.03
XIa	Case Manager (Without Degree) Certified Peer Specialist (Without Degree) Employment Specialist (Without Degree) Case Manager Associate (Without Degree) Mental Health Practitioner (Without Degree)	\$18.12	\$18.82	\$19.54	\$20.28	\$20.87	\$21.49	\$22.13	\$22.80	\$23.49
XIb	Case Manager (With Degree) Certified Peer Specialist (With Degree) Employment Specialist (With Degree) Case Manager Associate (With Degree) Mental Health Practitioner (With Degree)	\$19.29	\$20.01	\$20.73	\$21.34	\$21.95	\$22.56	\$23.16	\$23.86	\$24.58
XII	Support Staff	\$17.13	\$17.63	\$18.16	\$18.71	\$19.27	\$19.84	\$20.43	\$21.04	\$21.68
XIII (Note 1)	APRN	\$123,003.80	\$128,231.50	\$133,459.15	\$138,686.83	\$143,914.51	\$149,174.61	\$153,616.42	\$158,224.91	\$162,971.65
XIV (Note 1)	IT Technician	\$22.88	\$23.76	\$24.64	\$25.56	\$26.43	\$27.33	\$28.13	\$28.97	\$29.84
XV	Maintenance Worker	\$18.12	\$18.82	\$19.54	\$20.28	\$20.87	\$21.49	\$22.13	\$22.80	\$23.49
XVII	Network Administrator	\$61,263.47	\$63,101.37	\$64,994.41	\$66,944.26	\$68,952.55	\$71,021.14	\$73,151.79	\$75,346.35	\$77,606.74
XIX (Note 2)	IADC	\$26.36	\$27.14	\$27.96	\$28.80	\$29.66	\$30.55	\$31.48	\$32.42	\$33.38
XX	Residential Crisis RN	\$82,416.00	\$84,888.48	\$87,435.13	\$90,058.19	\$92,759.93	\$95,542.73	\$98,409.01	\$101,361.29	\$104,402.13

Note 1: The figures for categories IV, V, VI, VIII, XIII and XVII are annual salaries. The figures for the other categories are hourly wages.

Note 2: Individuals who are "in training" can provide services under supervision of a licensed professional until they become an IADC; therefore, HDC will pay 90% of the category XIX until they are fully licensed as an IADC.

Note 3: Employee's in Category III will receive a wage differential equal to a 10% increase of their regular hourly wage when they work during the hours of 11pm - 8:00am.

Note 4: Steps of seniority continue past this table indefinitely. A 0.5% wage increase will occur bi-annually. The increase will occur on odd numbers steps (17, 19, 21, 23, etc). Any employee at, or above, 15 years of service on January 1, 2025, will use January 1, 2025 as day 1 in regards to earning seniority towards step 17.

2027

Wage at Each Step

Category	Job Titles	0	1	3	5	7	9	11	13	15
I	Billing Clerk	\$18.47	\$19.20	\$19.93	\$20.69	\$21.29	\$21.92	\$22.57	\$23.26	\$23.96
II	Custodian	\$14.56	\$15.01	\$15.49	\$15.94	\$16.43	\$16.94	\$17.43	\$17.93	\$18.48
III	Residential Crisis MHP	\$23.80	\$24.71	\$25.57	\$26.33	\$27.09	\$27.85	\$28.59	\$29.45	\$30.33
IV (Notes 1)	Psychologist	\$72,659.82	\$75,284.89	\$77,909.98	\$80,535.08	\$83,160.14	\$85,785.24	\$88,358.80	\$91,009.56	\$93,739.85
V (Notes 1)	Therapist	\$64,309.20	\$66,238.48	\$68,225.64	\$70,954.66	\$73,792.85	\$76,744.56	\$79,814.35	\$83,006.92	\$86,327.19
VI	Dual Clinician	\$67,524.66	\$69,550.40	\$71,636.91	\$74,502.39	\$77,482.47	\$80,581.79	\$83,805.07	\$87,157.27	\$90,643.56
VII	LPN	\$19.11	\$19.71	\$20.31	\$20.94	\$21.60	\$22.28	\$22.96	\$23.64	\$24.36
VIII (Note 1)	Registered Nurse	\$66,595.77	\$68,593.59	\$70,651.44	\$72,770.97	\$74,954.09	\$77,202.73	\$79,518.80	\$81,904.36	\$84,361.50
IX	Rehab Worker/Case Aide	\$14.28	\$14.65	\$15.02	\$15.43	\$15.87	\$16.33	\$16.82	\$17.32	\$17.84
X	Crisis Response Team Provider	\$21.64	\$22.46	\$23.25	\$23.94	\$24.62	\$25.32	\$26.00	\$26.76	\$27.57
XIa	Case Manager (Without Degree) Certified Peer Specialist (Without Degree) Employment Specialist (Without Degree) Case Manager Associate (Without Degree) Mental Health Practitioner (Without Degree)	\$18.48	\$19.20	\$19.93	\$20.69	\$21.29	\$21.92	\$22.57	\$23.26	\$23.96
XIb	Case Manager (With Degree) Certified Peer Specialist (With Degree) Employment Specialist (With Degree) Case Manager Associate (With Degree) Mental Health Practitioner (With Degree)	\$19.68	\$20.41	\$21.14	\$21.77	\$22.39	\$23.01	\$23.62	\$24.34	\$25.07
XII	Support Staff	\$17.47	\$17.98	\$18.52	\$19.08	\$19.66	\$20.24	\$20.84	\$21.46	\$22.11
XIII (Note 1)	APRN	\$125,463.88	\$130,796.13	\$136,128.33	\$141,460.57	\$146,792.80	\$152,158.10	\$156,688.75	\$161,389.41	\$166,231.08
XIV (Note 1)	IT Technician	\$23.34	\$24.24	\$25.13	\$26.07	\$26.96	\$27.88	\$28.69	\$29.55	\$30.44
XV	Maintenance Worker	\$18.48	\$19.20	\$19.93	\$20.69	\$21.29	\$21.92	\$22.57	\$23.26	\$23.96
XVII	Network Administrator	\$62,488.74	\$64,363.40	\$66,294.30	\$68,283.15	\$70,331.60	\$72,441.56	\$74,614.83	\$76,853.28	\$79,158.87
XIX (Note 2)	LADC	\$26.89	\$27.68	\$28.52	\$29.38	\$30.25	\$31.16	\$32.11	\$33.07	\$34.05
XX	Residential Crisis RN	\$84,064.32	\$86,586.25	\$89,183.84	\$91,859.35	\$94,615.13	\$97,453.58	\$100,377.19	\$103,388.51	\$106,490.17

Note 1: The figures for categories IV, V, VI, VIII, XIII and XVII are annual salaries. The figures for the other categories are hourly wages.

Note 2: Individuals who are "In training" can provide services under supervision of a licensed professional until they become an LADC; therefore, HDC will pay 90% of the category XIX until they are fully licensed as an LADC.

Note 3: Employee's in Category III will receive a wage differential equal to a 10% increase of their regular hourly wage when they work during the hours of 11pm - 8:00am.

Note 4: Steps of seniority continue past this table indefinitely. A 0.5% wage increase will occur bi-annually. The increase will occur on odd numbers steps (17, 19, 21, 23, etc). Any employee at, or above, 15 years of service on January 1, 2025, will use January 1, 2025 as day 1 in regards to earning seniority towards step 17.

2 Section 3. Under no circumstances shall an employee's actual wage or salary rate be
3 reduced except as noted in Section 6. Under no circumstances shall an employee be paid at a rate
4 less than the rate calculated pursuant to Section 2.

5 Section 4. At the time of hiring, an applicant's relevant work experience and the nature and
6 recency of that work shall be evaluated by the Employer to determine the appropriate credit, if any,
7 for purposes of compensation. If credit is given, written notice shall be given to the Union within
8 two (2) weeks and the employee shall be placed at the appropriate wage or salary step based on the
9 credit. If the credit given exceeds the highest step on the compensation table, the employee's wage
10 or salary shall be similar to the wage or salary of current employees with similar years of experience
11 in the same job title, but when setting the compensation, the Employer shall first consult with the
12 Union. In no case shall a current employee in the same job title be paid less than a new hire in the
13 job title having the same years of experience in the job title.

14
15 Section 5. For purposes of determining a compensation rate when an employee transfers to
16 a new job category, the following rules shall apply: (a) If the table for the new job category provides
17 for greater rates of compensation at all steps than the table for the old job category, seniority (for
18 compensation purposes) shall be the lowest step at which there is no diminution in the rate of
19 compensation. In no case shall the new compensation rate exceed the greatest rate on the
20 applicable table. (b) Seniority (for compensation purposes) shall be unchanged. (c) When an
21 employee voluntarily accepts a new job at a lower category, their new rate of pay will be
22 determined by their experience in years and credentials for that position.

23
24 Section 6. The Employer shall have the
25 discretion but not the obligation to award recruiting, hiring, and staff appreciation bonuses to an
26 employee in an amount and for the reasons determined by the Employer.

27
28 Section 7. An employee who leaves the bargaining unit to take a supervisory or
29 management position with the Employer and then returns to the bargaining unit shall upon return
30 be placed at the appropriate wage or salary step given their seniority in the applicable bargaining
31 unit job title.

32
33 Section 8. Employees who are paid above the wage scales will receive the across-the-board
34 increase that applies to all categories each year of the contract until such time as the wage scales
35 include their rate of pay, at which time the increases will be based on the wage tables.

36
37 Section 9. The Employer will implement a mentorship training program. The mentor will
38 receive a bonus equivalent to \$0.30 per hour per new staff for the mentor's time, paid to the
39 mentor at the end of the probation period or the termination of the new staff during probation.
40 Management maintains the discretion of mentor selection.

41 Section 10. Employees in Category III, Residential Crisis MHP, will be paid a shift differential equal to
10% of their regular hourly wage for each hour worked between 11:00 PM – 8:00 AM.

42 Section 11. Employees having seniority greater than the maximum shown on the wage tables (15
years) will receive seniority-based wage increases of one-half of one percent (0.5%) on

reaching each odd numbered seniority level thereafter (17, 19, 21, etc. seniority years). Special transitional rule: Employees having more than 15 years of seniority as of January 1, 2025, will be deemed to have only 15 years of seniority as of that date for this limited purpose. On and after that date, seniority for them will resume accruing for this limited purpose.

Article 27 --Overtime Pay. Non-exempt employees shall be paid at one and one-half (1 ½) times their regular rate of pay for all hours compensated over forty (40) in a week, not including compensated sick leave hours and compensated on-call hours. Overtime pay shall not be duplicated for the same hours worked, and to the extent that hours are compensated as overtime hours under one (1) provision of this Agreement or law they shall not be compensated as overtime hours under any other provision of this Agreement or law. Unless it is a crisis situation, the employee shall get advance approval from a supervisor prior to working overtime hours. The Employer shall not be required to offer work or to make a schedule that causes overtime hours.

Article 28 --On-Call Pay. Employees who are scheduled on-call after regular business hours (Monday-Friday) the employee shall be paid three dollars per hour (\$3.00). Employees who are scheduled on-call over the weekend (Friday @ 5:00 PM to Monday at 8:00 AM) the employee shall be paid six dollars per hour (\$6.00). If an employee is required to meet with a client, employees will be paid at one and one-half (1 ½) times their regular rate of pay for the time they are assisting with the client crisis. If an employee is on-call on an HDC observed holiday, the employee shall be paid six dollars per hour (\$6.00).

Fringe Benefits

Article 29 --Vacation. Full-time employees shall accrue paid vacation time as follows:

Vacation Days Years of Continuous Service Completed	Vacation Hours Accrued Per Month	Accrued Per Year
0-2	80/12	80
3-5	120/12	120
6-10	160/12	160
11-20	176/12	176
21+	208/12	208

Part-time employees shall accrue prorated vacation time based upon the foregoing schedule.

Vacation time shall be paid at the employee's regular hourly rate of pay or salary in effect when the vacation time is utilized. Vacation time may be used after thirty (30) days of employment but shall not be utilized prior to its accrual. Unused accrued vacation time may be accumulated up to but not beyond the applicable yearly figure from the foregoing schedule. Accrued vacation time may be utilized at any time, subject to reasonable advance notice to the Employer. The Employer shall grant the requested time off if it does not interfere with reasonable business needs and adequate staffing levels. Vacation time shall not be utilized in increments of less than one (1) hour.

In cases of resignations, employees shall be paid for all accrued but unused vacation time when their employment ends for any reason.

Article 30 --Sick Leave. Full-time employees shall accrue paid sick leave at the rate of eight (8) hours per month. Unused accrued sick leave may be accumulated up to but not beyond four hundred eighty (480) hours. Part-time employees shall accrue prorated sick leave based upon the foregoing. Sick leave may be used as accrued but shall not be utilized prior to its accrual. Accrued but unused sick leave shall be forfeited upon notice of resignation or the ending of employment for any reason. Paid sick leave may be used for the reasons listed in Minnesota's Earned Sick and Safe Time (ESST) Law. Sick leave is not in addition to ESST. The Employer may require the employee to furnish reasonable documentation of the need for time off in accordance with the ESST Law. Sick leave shall be paid at the employee's regular base rate in effect when the sick leave is utilized. Employees shall give as much notice as possible for the need to use sick leave, depending upon whether the reason for leave is foreseeable or unforeseeable, but usually no later than one-half (½) hour after the shift or workday was to start. The employee shall give the notice to their supervisor or, if not available, to the supervisor's voicemail unless the illness or injury prevents them from doing so. Such notice shall be given each scheduled workday, unless the employee gives notice that they will be absent for a specific number of days. Sick leave shall not be utilized in increments of less than fifteen (15) minutes.

22 **30a.** FMLA applications must be completed in advance of the requested leave and shall be
23 processed in accordance with the federal law.

4
24 **30b.** Parenting Leave applications must be completed in advance of the requested leave and
 shall be processed in accordance with the applicable law. If the employee is eligible for
 Parenting Leave and is also eligible for FMLA Leave,
25 Parenting Leave and FMLA leave run concurrently and not consecutively.

34
35 Utilization of Accrued Benefits during Parenting Leave:

- 36 • May use accrued sick leave up to a max of 12 weeks or 480 hours for Maternity or Paternity
37 Leave.
- 38 • For the remainder of the leave period, may utilize:
 - 39 ▪ Accrued Personal Leave
 - 40 ▪ Accrued Vacation
 - 41 ▪ Unpaid Time

42
1 Unpaid FMLA Leave, unpaid Parenting Leave, and any accrued paid time all run concurrently and only
2 12 weeks are available within
3 a rolling 1-year time. NOTE: If an employee does not have enough time accrued, then the remaining
4 leave would be unpaid time.

5 **Article 31 --Holidays.** The following days shall be recognized as paid holidays under
6 this Agreement:

7		
8	New Year's Day	Labor Day
9	Martin Luther King Day	Thanksgiving Day

Presidents Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	

A holiday falling on a Sunday shall be observed on the immediately following Monday. A holiday falling on a Saturday shall be observed on the immediately preceding Friday. If an employee normally works on a given holiday, that day shall be the holiday. For the listed holidays, a non-exempt employee shall be paid holiday pay, computed at his or her regular rate of pay times the length of his or her normal workday. For holidays worked when required by the Employer, non-exempt employees shall receive holiday pay and in addition shall be paid one and one-half (1 ½) times his or her regular rate of pay for each hour worked on the holiday. The foregoing rules shall apply to part-time non-exempt employees, except that they shall receive prorata pay for the holiday. Exempt employees may substitute paid time off for time worked on a holiday at a time mutually agreed with the Employer.

Article 32 --Personal Leave Days. Each calendar year, each employee shall receive sixteen (16) hours of personal leave per calendar year. For employees having ten (10) or more years of seniority, the figure shall be twenty-four (24) hours of personal leave per calendar year. Paid personal leave days may be used as accrued but shall not be utilized prior to their accrual. Personal leave days shall be paid at the employee's regular hourly rate of pay or salary in effect when the personal leave day is utilized. Accrued but unused personal leave days may rollover up to but not beyond thirty-two (32) hours for 0-10 years of service and forty-eight (48) hours for 10+ years of service. Accrued but unused personal leave shall be forfeited once an employee gives their notice of resignation. Part-time employees shall receive prorated pay for personal leave days. The employee shall give as much notice as possible to their supervisor for the need to use personal leave, but no later than one-half (1/2) hour after the shift or workday was to start.

Section 1. Requests for unpaid personal leave shall be made in writing and will require the approval of the immediate Supervisor, Department Director, and the Chief Executive Officer.

Article 33 --Funeral and Critical Illness Leave. Employees may use up to forty (40) hours of accrued sick leave in case of death or critical illness of an immediate family member. If employees do not have accrued sick leave, unpaid time off will be approved by the Employer. Critical illness is defined as an illness or injury posing the immediate risk of loss of life. Immediate family member is defined as spouse, parent, stepparent, grandparent, child, stepchild, legal ward, sibling, stepsibling, grandchild, and parent-in-law. In cases of funeral leave, one (1) of the sick days shall be the day of the funeral.

Article 34 --Extended Unpaid Personal Leave. An extended unpaid personal leave of absence may be granted at the Employer's sole discretion by the Employer for good reason, with the right of returning at the same employment status. The Employer's decision to grant or deny leave shall not be subject to the grievance process. This leave must be authorized by the supervisor and the Chief Executive Officer. An unpaid leave of absence may be up to one (1) month unless extended by the Chief Executive Officer.

13 **Article 35 --Jury Duty/Witness Duty.** An employee who is called for jury duty shall be paid
14 for the actual hours worked for the Employer. If this pay, together with his or her jury duty pay does
15 not equal the employee's regular weekly pay, the Employer shall make up the
16 difference, provided the employee works such hours as he or she is available during the hours when
17 court is not in session. An employee receiving full pay from the Employer while serving on a jury
18 shall be required to turn into the Employer the jury duty pay (less court-reimbursed expenses) for
19 the period that he or she served on the jury. Employer paid jury duty time shall not exceed two (2)
20 weeks in any consecutive twelve (12) month period. If time served on a jury exceeds two (2) weeks
21 in any consecutive twelve (12) month period, the employee shall be entitled to keep all court pay for
22 his or her entire time of service, provided, however, that in no case shall the combination of court
23 pay and Employer pay exceed the employee's regular compensation for the same time period. An
24 employee serving as a witness on behalf of the Employer or when subpoenaed in connection with
25 his or her employment with the Employer shall be compensated at his or her regular rate of pay for
26 time spent on witness duty.

27
28 **Article 36 --Health Insurance.** The Employer shall provide group health insurance coverage
29 to the employees based upon the eligibility criteria as outlined in the summary of benefits as
30 attached. In the event the Summary of Benefits is silent as to an issue, the provisions of the
31 insurance policy and/or certificate of coverage shall govern. The Employer may change carriers or
32 administrators, provided that the change does not result in a material detriment to the employees.
33 Effective January 1, 2025, a participating employee shall pay twenty five percent (25%) of the
monthly premium for all coverages selected by the employee. One-twenty-sixth of the employee's
annual premium will be deducted from each bi-weekly paycheck. The Employer shall pay the balance
of the premium. If either party wishes to explore changes in the health insurance plan design in order
to reduce premiums, the Insurance Committee shall meet and discuss the issue. Failing agreement on
34 the issue within ninety (90) days of the first Committee meeting on the issue, either party may call
35 for binding interest arbitration to resolve the disagreement over the issue. The interest arbitrator
36 shall be selected under the procedure set forth in Article 49. The interest arbitrator's power shall be
1 limited solely to the issue of how to change the health insurance plan in order to reduce premiums.

3
4 **Article 37 --Life Insurance.** The Employer shall provide group term life insurance to the
5 employees based upon the same eligibility criteria, policy limits, and other terms and conditions as
6 existed on December 31, 2006, or the date of ratification, whichever comes first. The Employer may
7 change carriers or administrators, provided that the change does not result in a material detriment
8 to the employees.

9
10 **Article 38 --Dental Insurance.** The Employer shall provide group dental insurance to the
11 employees based upon the criteria as outlined in the Summary of Dental Benefits (Appendix B).
12 Effective January 1, 2007, the coverages, benefit levels, and other terms and conditions shall be as
13 outlined in the Summary of Dental Benefits. The Employer may change carriers or administrators,
14 provided that the change does not result in a material detriment to the employees. Effective
15 January 1, 2007, a participating employee shall pay twenty percent (20%) of the monthly premium
16 for all coverages selected by the employee. One-twenty sixth of the employee's annual premium
17 will be deducted from each bi-weekly paycheck. The Employer shall pay the balance of the
18 premium. If either party wishes to explore changes in the dental insurance plan design in order to
19 reduce premiums, the Insurance Committee shall meet and discuss the issue. Failing agreement on

the issue, within ninety (90) days of the first Committee meeting on the issue, either party may call for binding interest arbitration to resolve the disagreement over the issue. The interest arbitrator shall be selected under the procedure set forth in Article 49. The interest arbitrator's power shall be limited solely to the issue of how to change the dental insurance plan in order to reduce premiums.

Article 39 --Disability Insurance. The Employer shall provide group disability insurance to the employees based upon the same eligibility criteria, benefit levels, and other terms and conditions as existed on December 31, 2006, or the date of ratification, whichever comes first. The Employer may change carriers or administrators, provided that the change does not result in a material detriment to the employees.

Article 40 --Retirement. The Employer shall continue the 401(k) Plan with the same eligibility criteria, fund options, and other terms and conditions. The Employer shall annually contribute up to a three percent (3%) (of gross compensation) matching contribution to each eligible employee, with less than ten (10) years of services, who contributes to the plan. The Employer shall annually contribute up to a four percent (4%) (of gross compensation) matching contribution to each eligible employee, with ten (10) or more years of service, who contributes to the plan. The 401K Plan shall have fifty percent (50%) vesting after one year of Plan participation and one hundred percent (100%) vesting after two (2) years of Plan participation. An employee may contribute to the 401K Plan up to the maximum permitted by law. The Employer may change the Plan Administrator or Broker provided that the changes do not result in a material detriment of the contribution to the employees.

Article 41 --Education. Each registered nurse shall be eligible to receive reimbursement for expenses incurred for tuition, lab fees, books, and travel expenses for educational courses. Reimbursement shall follow the same expectations and process for all other employees. The course must relate to the profession of registered nursing and to the business of the Employer. The Employer must approve the course prior to its commencement in order for the course to be eligible for reimbursement. Reimbursement shall be made upon proof of satisfactory completion of the course.

Article 42 --Mileage. The Employer shall reimburse an employee at the federal reimbursement rate per mile for business use of the employee's personal vehicle.

Employee Performance

Article 43 --Employee Evaluations. Each year within sixty (60) days before or sixty (60) days after the employee's anniversary date of employment, the employee's performance shall be evaluated in writing by his or her supervisor. Employees who disagree with the evaluation shall be permitted to submit a written response and have the response attached to the supervisor's evaluation.

Article 44 --Fitness For Duty. If the law allows and if the Employer has reasonable grounds to question an employee's fitness for duty, the Employer may request the employee to provide a doctor's statement (or the statement of another appropriate professional) indicating that the employee is able to do his or her job. The Employer shall pay any costs associated with obtaining the statement.

26
27 **Article 45 --Illegal Drugs, Cannabis and Alcohol Policy.** No employee shall use, sell, solicit, possessor or transfer illegal drugs, cannabis, or alcohol while working or while on any Employer premises (including parking lots) or Employer work sites, wherever located. No employee shall report to or be at work under the influence of illegal drugs, cannabis, or alcohol, wherever such work is being performed, including off Employer property. No employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer's business, while using or under the influence of illegal drugs, cannabis, or alcohol. It shall not be a violation of this policy to consume alcohol in moderation at any function sponsored by the Employer where the Employer furnishes or authorizes the use of the alcohol.

36
37 **Article 46 --Discipline and Discharge--Misconduct.** In cases of misconduct, the Employer
38 shall not discipline or discharge an employee without just cause and without following these
39 progressive discipline steps:

- 40
41 (1) first written warning
42 (2) second written warning
43 (3) unpaid suspension
1 (4) discharge.
2

3 One or more progressive disciplines steps may be skipped in cases of serious misconduct,
4 including but not necessarily limited to, theft, violation of the illegal drugs and alcohol policy,
5 assault, falsification of any Employer record, insubordination, willful breach of client confidentiality,
6 willful violation of vulnerable adult or child protection laws, job abandonment, and willful
7 destruction of property. Any first written warning more than (1) year old shall not be cited for
8 progressive discipline purposes, providing there have been no other subsequent warnings or
9 suspensions. All discipline shall be in writing to the employee, with a copy to the Union.

10
11 **Article 47 --Discipline and Discharge--Substandard Performance.** In cases of substandard
12 performance, the Employer shall not discipline or discharge an employee without following these
13 steps:

- 14
15 (1) The Employer may set the performance standards for the job in question, provided that
16 the standards shall be made known to the affected employees and shall be applied without
17 discrimination.
18 (2) The Employer shall be prepared to demonstrate that the employee failed to meet the
19 performance standards and shall conduct a fair and impartial investigation in that regard.
20 (3) The employee shall be given a reasonable corrective plan, under which the employee is
21 made aware of the performance issues, is counseled on how to correct them, and is given an
22 opportunity to correct them.
23 (4) The Employer shall be prepared to demonstrate that the employee failed to meet the
24 corrective plan.
25

26 In any arbitration arising out of discipline or discharge for substandard performance, the
27 only issues for resolution shall be whether the Employer followed the foregoing steps, and, if so, the
28 arbitrator shall have no power to modify the discipline or discharge imposed by the Employer.

Dispute Resolution

Article 48 – Labor Management Team. A labor management team may consist of up to three (3) persons appointed by the bargaining unit and up to three (3) persons appointed by the Employer. One (1) of the bargaining unit appointees may be a Union Field Representative. The team may meet as needed with mutual consent of the Union and the Employer.

Article 49 --Grievances and Arbitration. Any grievance or dispute which may arise between the parties concerning the application or interpretation of this Agreement shall be settled in accordance with the three-step procedure set forth below. However, a supervisor may meet individually with any employee in order to discuss matters pertaining to that employee's performance of duties. Such discussions shall not be considered a Step One grievance meeting. Employees are encouraged to attempt to resolve the occurrence of any grievance on an informal basis with the employee's immediate supervisor at the earliest opportunity. If the matter is not resolved, it shall be settled with the following procedure:

Step One: The designated Union Representative with the employee shall discuss the matter with the employee's immediate supervisor within fifteen (15) days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance. If no settlement is reached within ten (10) business days, the Union may within ten (10) business days appeal to Step Two.

Step Two: The grievance shall be reduced to writing by the Union on an official grievance form and filed with the Director of Human Resources or his or her authorized representative. Within ten (10) business days after receipt of the written grievance, the grievant, a Union representative, the Chief Executive Officer, or his or her designee, and, at the Employer's option, the Human Resources Director and the involved supervisor, shall meet to discuss the grievance. Within ten (10) business days after the meeting, the Chief Executive Officer, or his or her designee, shall give a written answer to the grievance. If no settlement is reached, the grievant or the Union may, within ten (10) business days after receipt of the answer, appeal the matter to Step Three.

Step Three: If Steps One and Two fail to settle the grievance, the grievance may be submitted to an arbitrator for resolution within thirty (30) calendar days following receipt of the decision from the Chief Executive Officer or Human Resources. The party seeking arbitration shall request from the Minnesota Bureau of Mediation Services or the Federal Mediation and Conciliation Service a list of the names of seven (7) potential arbitrators. The arbitrator shall be selected by the Employer and the Union alternately striking names from the list until only one (1) name remains. The order of striking shall be determined by the flip of a coin. The arbitrator's fees and expenses and the cost of any hearing room jointly selected shall be shared equally by the parties. The award of the arbitrator shall be final and binding upon the Employer, the Union, the grievant, and all other employees. The arbitrator shall have jurisdiction only over grievances or disputes which may arise between the parties concerning the application or interpretation of this Agreement. All arbitration decisions shall be rendered only in accordance with the language of this Agreement and any written

interpretations of this Agreement signed by the parties. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

No grievance, other than wage and salary claims, shall be filed or processed if based on an event occurring more than twenty-five (25) days before the written Step Two grievance was filed. A written Step Two grievance based on a wage or salary claim shall be filed within twenty (20) days of the receipt of the paycheck stub reflecting the complaint, provided, however, that this twenty (20) day wage and salary claim deadline shall be tolled during any authorized absence from work. A grievance shall be considered resolved on the basis of the last answer of the Employer if not timely appealed to the next step. Time is of the essence with respect to these grievance processing time limitations. Deadlines in this grievance and arbitration article may be extended only by written agreement of the parties. A confirmatory letter from either party to the other promptly following a verbal extension of time shall suffice as such a written agreement.

Miscellaneous

Article 50 --Effect of Law. This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The parties shall negotiate over the voided provision at the request of either party. The goal of such negotiations shall be to devise a provision that is legally binding and that embodies as near as possible the intent of the voided provision. The Employer and the Union agree to comply with all local, state, and federal laws, and the decisions and rulings of any administrative agency or court with competent jurisdiction that may legally affect any term in this Agreement.

Article 51 --Notices. Any notice required or permitted under this Agreement to be given by one party to the other shall be given in writing and mailed or hand delivered to these addresses:

Employer:	Chief Executive Officer	Union: AFSCME Council 5
	Human Development Center	211 West Second Street
	1401 East First Street	Suite 205
	Duluth, Minnesota 55805	Duluth, Minnesota 55802

Article 52 --Notice of Rights Under Law. Various federal and state laws grant certain rights to employees. Such laws include:

- military leaves of absence and return-to-work rights
- voting time off
- whistleblower laws
- personnel records (employment file) laws
- safety and health laws
- pension laws.

The Employer, the Union, and the employees shall abide by the Family and Medical Leave Act, the Minnesota School Activities Leave Act, and the Minnesota Parental Leave Act.

36

37

38

39

40

41

1

2

3

4

5

6

7

8

9

10

11

12

Article 53 --Zipper.

The parties agree that they have bargained wholly with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, and all other terms and conditions of employment. Nothing contained herein shall prohibit the Employer and the Union during the term of this Agreement from discussing any matter by agreement, provided however, that any such discussions shall in no way obligate the Employer to negotiate such matter, or any other, and shall not restrict or prevent the Employer from proceeding as it deems appropriate. Nothing in the foregoing language is intended to prevent the Union from filing a grievance based on an alleged past practice.

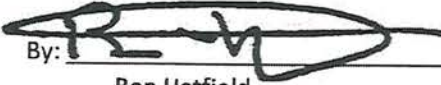
Term

Article 54 --Term.

This Agreement shall be in effect from the 1st day of January 2025 to the 31st day of December 2027 and shall automatically renew from year to year thereafter unless either party gives written notice to the other of the proposed termination or modification of this Agreement at least ninety (90) days prior to the expiration date, or prior to the end of any renewal period, as the case may be. If such notice is given the parties shall engage in collective bargaining with respect to a new collective bargaining agreement.

In witness whereof, the parties have executed this Agreement by and through their authorized representatives as of the date set forth in the preamble hereto.

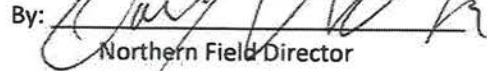
**Human Development Center
Minnesota non-profit corporation**

By: 

Ben Hatfield
Chief Executive Officer
Human Development Center

12-20-2024

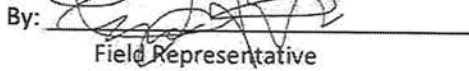
**American Federation of State, County and Municipal
Employees, AFL-CIO, Minnesota Council 5, Local No.
3558**

By: 

Northern Field Director
AFSCME Council 5

By: 

Local President
AFSCME Local 3558

By: 

Field Representative
AFSCME Local 3558

Memorandum of Understanding

The Human Development Center ("HDC") and the American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 5, Local No. 3558 ("Union") are parties to a collective bargaining agreement in effect from January 1, 2022 to December 31, 2024, and are parties to a collective bargaining agreement that will be in effect from January 1, 2025 to December 31, 2027.

The parties have negotiated and agreed to a particular matter that will have a limited lifetime, and for that reason the parties desire to memorialize the matter in this Memorandum of Understanding ("MoU"), rather than in a collective bargaining agreement.

Therefore, the parties agree:

1. During the regular session of the 2025 Minnesota legislature ("Session"), HDC will permit up to twenty-five (25) employees to be excused from work with pay for one (1) day each to be present at the state capitol in St. Paul to lobby on a matter on which HDC and the Union agree is of importance to HDC and its employees.
2. The Union may nominate the employees to be involved in the lobbying. In the absence of scheduling or coverage constraints, HDC will approve the Union's nominations.
3. For non-exempt employees, the lobbying pay will be at the employee's regular hourly wage for the number of straight-time hours in the employee's regular shift and will be considered as hours worked for overtime purposes. For exempt employees, the lobbying pay will be considered as already included in that work week's salary. In neither case will the time off work be charged against the employee's paid leave entitlements under the collective bargaining agreement.
4. This MoU will automatically expire at the end of the Session. Neither party will have any duty to negotiate for the extension, renewal, replacement, or substitution of this MoU. This MoU does not establish any binding practice or precedent.
5. In the event of any conflict between a collective bargaining agreement and this MoU, this MoU will control.

Dated: December 20, 2024

Human Development Center

By: 

Its: CEO Human Development Center

Dated: _____, 2024

American Federation of State, County
and Municipal Employees, AFL-CIO,
Minnesota Council 5, Local No. 3558

By: 

Its: _____

December 20, 2024

To: Nick DeLuca, AFSCME Co-Chairperson
Tanya Metcalf, AFSCME Co-Chairperson

From: Dan McGaffey, Director of Human Resources

RE: Memorandum of Understanding – Administrative Pay

The Human Development Center (HDC) strives to create a workplace in which employees feel they have a healthy work-life balance. To further advance these efforts, add additional benefit for employees, and increase recruitment, HDC and the Union negotiated and agreed to the following provisions, which they now put in writing.

All employees who are regularly scheduled for and work thirty-six (36) or more hours in a work week will be eligible for up to four (4) hours of Administrative Pay (Admin Pay) in that work week. Employees not otherwise eligible for any Admin Pay may be declared eligible if there is prior approval from the employee's Supervisor, Program Director, Director of Human Resources, and Chief Executive Officer. Holiday pay, for observed holidays listed in the collective bargaining agreement, will be considered hours worked only for purposes of determining whether an employee has reached or exceeded the thirty-six (36) hours-worked minimum to receive Admin Pay. No other compensated but unworked hours (for example, vacation) count for purposes of determining whether an employee has reached or exceeded the minimum.

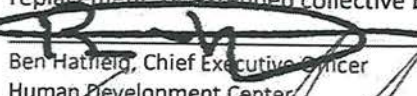
Admin Pay hours will be added to the eligible employees' weekly timesheet. The number to be added will be the difference between forty (40) and the number of hours worked in that week. The combination of hours worked and Admin Pay hours shall not exceed forty (40) hours in a work week. Admin Pay for hourly non-exempt employees shall be paid at the employee's regular hourly rate of pay in effect when the Admin Pay is earned. Full-time exempt employees who are eligible for Admin Pay are expected to average thirty-six (36) or more hours worked per week over a contract year to accomplish the duties and responsibilities of the employee's position.

Admin Pay hours will count towards benefit accrual and the calculation of benefit premium costs. For hourly non-exempt employees, Admin Pay hours will not count as hours worked for purposes of overtime. Admin Pay will be subject to tax withholdings like any other pay.

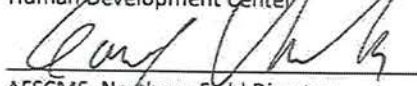
An employee is not eligible for Admin Pay while on a Performance Improvement Plan.

Conflicts. In the event of a conflict between a provision in the collective bargaining agreement and a provision in this MoU, the provision in this MoU will control.

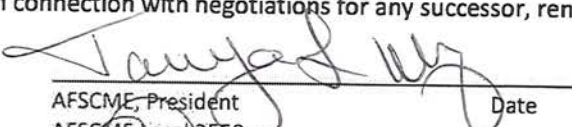
Term. Either party may terminate this MoU by giving written termination notice to the other party at least thirty (30) days before the proposed termination date, which termination date must be the last day of a pay period. Upon termination, this MoU will be null and void, will not carry forward, will have no binding practice or precedent effect, and will not be considered part of the "frozen status quo" in connection with negotiations for any successor, renewal, replacement, or extended collective bargaining agreement.


Ben Hatfield, Chief Executive Officer
Human Development Center

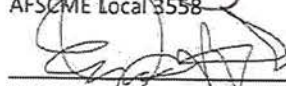
12-20-2024
Date


AFSCME, Northern Field Director
AFSCME Local 3558

Date


AFSCME, President
AFSCME Local 3558

Date


AFSCME, Business Agent

Date

AFSCME Local 3558

