Collective Bargaining Agreement between

Agate Housing and Services and

AFSCME Council 5 Local 999

Effective:

July 1, 2026
Through
June 30, 2029

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AGREEMENT BETWEEN AGATE HOUSING AND SERVICES
AND
AFSCME COUNCIL 5 LOCAL 999

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

The Agreement is made and entered into on July 1, 2026, by and between Agate Housing and Services ("Employer") and the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 5 Local 999 ("Union" or "AFSCME").

ARTICLE 1: RECOGNITION

The Employer recognizes the Union as bargaining representative for all full-time and regularly scheduled part-time Employees employed in positions with titles included in the Wage Grid in Article 23. If new positions are created, the wage grid will be updated pursuant to Article 30.This Agreement shall be limited in scope and application to only those Employees of the Employer in those classifications and statuses described in the Wage Grid in Article 23, as constituting the appropriate unit for purposes of collective bargaining. The Employer agrees to notify the Union of any new roles or any material change in a job in Article 23 and the Employer and Union shall amend Article 23 to include such newly titled position, pursuant to the vacancy policy in Article 30.

A. This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements.

ARTICLE 2: MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the Management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right: to maintain and improve efficiency; to appropriately determine the quality and quantity of work performed; to hire, promote, classify, or transfer Employees; to discipline, suspend, or discharge Employees for just cause (see Article 9: Discipline and Discharge); to require Employee vaccinations; to determine the number of Employees to be employed; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to make, enforce and alter, from time to time, reasonable rules, policies, and regulations and to require Employees to observe these Employer rules, regulations and policies; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of services to be provided; to determine the nature and kind of business conducted by the Employer; to determine the kinds and locations of facilities, equipment and materials to be used; to determine the control of materials and parts; to determine the methods and techniques of work; to determine the content of jobs; to determine the extension, limitations, curtailment or cessation of operations or any part thereof; to contract or subcontract work (see Article 29: Subcontracting); to change, modify, or discontinue existing methods of service and equipment to be used or provided; to lay off Employees because of valid management and business reasons (see Article 27: Layoffs); to decide Employee qualifications; to determine the content of any job and the duties assigned thereto; to evaluate the performance of all Employees; and to manage and administer the Employer's operation.

ARTICLE 3: UNION SECURITY

All Employees subject to this Agreement who are not members of the Union on the effective date of the provisions of this section and all Employees subject to this Agreement who are hired at a time subsequent to the effective date of this section shall, as a condition of employment, become members in good standing of the Union within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable, or pay a service fee not to exceed the amount of dues uniformly required of members.

Employees covered by this Agreement who elect not to become Union members shall be required, as a condition of employment, beginning on the 30th day following the beginning of such employment, to pay the Union a monthly service charge toward the administration of this Agreement and the representation of such Employee. The monthly service charge shall not exceed the regular monthly Union dues paid by Employees who work the same number of hours and who have become Union members. The monthly service charge shall be payable at the same time as the regular dues.

Deduction for dues or the appropriate service fee shall be made for such Employee who executes a written authorization card authorizing such deduction.

If a dispute occurs between the Union and an Employee over the deduction of dues or service charges, or from any claims of an Employee who is terminated for not remaining "in good standing" as defined above, the Union will hold the Employer harmless.

ARTICLE 4: UNION RIGHTS

A. After notifying the Employer's chief human resources officer, an authorized Union representative will be granted reasonable access to non-working areas to discharge their duties as a representative of the Union. The Union representative must be accompanied by a bargaining unit member and there shall be no adverse impact on the day-to-day operations of Agate due to the presence of a Union Representative.

B. The Employer will furnish a bulletin board or will make space available on an existing bulletin board at each work location in areas mutually agreed to on a local basis, for the exclusive use of the Union. The Union shall be responsible for all items posted on the bulletin board. The Employer shall allow the use of email, supplies, and equipment for communication of Union messaging.

C. Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of Employees selected as Stewards and the names of other Union representatives who may represent Employees shall be certified in writing to the Employer by the Union.

D. The Employer will inform the Union when Employees covered by this Agreement are hired and will allow a Union steward to meet with said Employees on paid time during new Employee orientation.

E. Elected or appointed representatives of the Union may request time off for Union business. Time off will be approved in accordance with the Employer's normal attendance and leave policies. Paid time away from regular duties for service on a negotiating team and attendance at meetings with Agate Management, representational duties and Union trainings established by this agreement shall also be considered as paid time.

ARTICLE 5: NO STRIKES, NO LOCKOUTS

During the term of this Agreement, there shall be no strikes, sympathy strikes, sit-downs, or boycotts, whether coercive or otherwise, participated in by the Union, its agents or Employees covered by this Agreement. During the term of this contract, the Employer agrees that there shall be no lockout.

ARTICLE 6: ONBOARDING

The Human Resource Department shall provide new Employee Onboarding (orientation) to each new Employee hired by the Employer within five (5) days of their hire date during normal business hours, Monday through Friday, 8:00 a.m. – 7 p.m. At the time of hire, all Employees will be asked whether they would like to have an interpreter present for this interactive benefits session, and for future benefits sessions during annual open enrollment periods. Employees that do not come in for this training after two (2) text or email reminders, over the course of ten (10) days, shall be removed from the work schedule until such time as they come in for training.

The orientation (onboarding) shall include but not be limited to the following information:

- An official offer letter/contract
- Login information for all needed web-based services
- Payroll Login Information and navigation training for accessing and submitting payroll and benefits information
- Photo ID Badge (including photo for badge)
- Technology needed for their job such as a laptop, desktop, iPad and Phone
- Time Off Information (PTO and holidays)
- Parking Options

No later than fifteen (15) days after an Employee hire date, the Employer will provide new Employees with an interactive session with a human resources representative to review benefits and the enrollment process to include but not be limited to the following:

> How to read a pay stub, how to fill out a timecard and supplemental timecards, mileage policy and reimbursement process, technology use policy and other policies.

The Interactive Benefits Information Session will include a review of all Employee benefits offered by Agate to its Employees in the current Employee Benefits handbook as well as 401k options.

Employees will be given all of the above information. All information will be explained, and Employees will have the opportunity to ask questions and have questions answered. After the Employee has been given all of the above information and had the opportunity to have questions answered, the Employee will complete the required enrollment on the company's payroll platform. This must be completed no later than thirty (30) days from the date of hire.

ARTICLE 7: YEARLY REVIEW

All Employees will be given performance reviews on a yearly basis.

ARTICLE 8: CROSS-TRAINING OPPORTUNITIES

The Employer will provide opportunities for Employees in good standing, defined as meeting the requirements of their primary role and no current corrective actions more severe than an oral warning, to cross-train to other program areas with an identified need.

Employees who are interested in taking advantage of these opportunities must be eligible to meet the core components of the position(s) they wish to cross-train to. The Employee must also notify their immediate supervisor and the manager of the program(s) of their interest to cross-train. Employees who have completed cross-training shall have the opportunity to pick up shifts in areas they have completed cross-training. Employees who have had prior experience in other departments may also pick up shifts in other departments. When fully staffed, cross-department overtime shifts will not be approved.

ARTICLE 9: DISCIPLINE AND DISCHARGE

A. Just Cause. The right to discharge or discipline an Employee is at the sole discretion of the Employer, except that no written warning, final warning, or discharge shall be implemented without just cause. It is expressly understood and agreed that just cause shall include, but is not limited to, failure to perform the requirements of the job.

Employment concerns subject to discipline include but are not limited to: possession, use or being under the influence of illegal drugs, THC or alcohol during work time; theft; dishonesty; sleeping, laying down, or napping while on duty; threats or violence against staff or clients, or guests; any acts of violence; serious verbal aggression against staff, clients, or guests, fraud related to agency or government funding, illegal activity on work property while on the clock, sexual assault or harassment, unauthorized use of Employer property; insubordination; or excessive absenteeism/tardiness.

B. Progressive Discipline. While the Employer will generally follow progressive discipline, where appropriate, steps in any progressive discipline process may be skipped and more severe discipline, up to and including discharge, may be imposed depending upon the seriousness of the offense. Discipline will usually be in the following order:

- Oral Warning,
- Written Warning,
- Final Warning
- Suspension without pay, and,

- Discharge.

An oral warning should be identified as such in writing but is not entered into an Employee's personnel file. A written warning will be removed from an Employee's personnel file after 12 months, provided that the Employee has had no other disciplinary measures during that period. A notice of any written discipline or discharge will be given to the Employee and a copy thereof sent to the Union President and Field Representative via email. Discipline for unrelated offenses cannot be stacked to justify progression (e.g. an oral warning for tardiness does not justify a written warning for an initial documentation-related performance concern).

C. Suspension Pending Investigation. The Employer may place an Employee who is the subject of an investigation on a paid investigatory suspension. It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such by the Employer. A notice of any suspension will be given to the Employee and a copy will be sent to the Union President and Field Representative.

ARTICLE 10: GRIEVANCE PROCEDURE

Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled as follows:

Step 1: The Union Steward shall provide a written Step 1 grievance to the supervisor or the next level supervisor no later than twenty-one (21) calendar days following the date of the occurrence or when the union becomes aware of the contract violation, unless an extension is mutually agreed to in writing by both parties. The grievance filing shall include the name of the aggrieved Employee(s) and specify in detail the alleged violations in the contract.

The parties will then meet to discuss, unless both parties agree to waive the meeting, which may also include the grievant. This meeting may be held in person or virtually. The supervisor shall provide a written response to the grievance within seven (7) calendar days of the meeting.

- In the event of an employee's termination, a grievance must be filed within thirty (30) calendar days of their final day of employment. A grievance over termination shall begin at Step 2.
- Grievances over lesser discipline and language violations may begin at Step 2 if mutually agreed upon by both parties.

On written request of items (digital, paperwork, video) pertaining to a grievance claim shall be provided to the Union within seven 7 calendar days, from the date the grievance was filed, provided that written authorization to release said records has been provided by the relevant Employee.

Step 2: If the grievance is not resolved in Step 1, an AFSCME Union Representative will submit a written Step 2 grievance to the Employer's Chief Human Resources officer no later than seven (7) calendar days. Following receipt of the written grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. This meeting may be held in person or virtually. Subsequent to the meeting between the representative of the Employer and the Union, the Employer shall present a written answer to the grievance within seven (7) calendar days from the date of the Step 2 grievance meeting. At any time, an extension can be requested by either the Employer or the Union and must be agreed upon by both parties in writing.

Step 3: If the grievance remains unresolved in Step 2, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party with seven (7) calendar days following the receipt of the written answer to the grievance Step 2. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute.

In case no settlement can be arrived at between the parties in Step 1 or 2 above, the matter in dispute may be submitted to the Bureau of Mediation Services for resolution if both parties mutually agree as an alternative to proceeding directly to arbitration after demand for arbitration has been delivered.

The authority of the arbitrator shall be limited to making an award relating to the interpretation 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 written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union, the Employer and the Employees:

The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow such time limitations shall result in the grievance being permanently barred, waived and forfeited and shall not be submitted to arbitration. Any deadline herein may be extended by mutual written agreement.

Nothing contained in this collective bargaining agreement shall be construed to impair any of the rights of the Employer, the Union, or the Employees under any of the applicable state or federal laws.

ARTICLE 11: WORKER SAFETY

A. General. Occupational health and safety is the mutual concern of the Employer, the Union, and Employees. It shall be the policy of the Employer to provide for the health and safety of its Employees in the workplace by providing safe working conditions, safe work areas, and work methods.

B. Reporting. Employees of the Union shall promptly report safety and health hazards of which they are aware to their supervisor in writing. The Employer shall not discipline or discriminate against an Employee for making a good faith report of such hazards. Nothing herein prevents an Employee from making reports to state or federal agencies as allowed by law.

C. Investigation and Response. The Employer will take reasonable and timely steps to remediate issues. Any investigative reports and remedial steps shall be shared with the Union.

The Union shall cooperate with and assist the Employer with its efforts to maintain a safe and healthy workplace, however, nothing in this Agreement shall imply the Union has assumed legal responsibility for the health and safety of Employees. If an Employee believes in good faith, that their work conditions present an imminent danger of death or serious harm, they shall immediately report that to their Supervisor and follow up in writing. The Employee and management will meet to determine a plan to address the Employee's concerns while the hazardous condition is investigated and/or addressed. If the hazardous condition is not addressed Employees have the right to refuse work consistent with Minnesota Law.

D. Respectful Workplace. All staff are expected to treat every Employee, client, and member of the public with courtesy and respect.

E. Air Quality. The Employer will supply portable air filters upon request at all site-based work locations. The Employer will also make fans available upon request to staff at all such work locations.

F. Filtered Water. The Employer will make filtered, purified, or bottled water (via water dispenser) available at each site for Employees.

G. Health and Safety Training. The Employer agrees to provide training to Employees, as applicable to each Employee's position. Training needs will be included as a standing agenda item on the monthly LMC meeting agenda. The Employer has the sole discretion to determine which trainings are required for each Employee. Such trainings may include, but are not limited to, safe food handling, health, safety, injury prevention, communicable diseases training, and workplace violence/de-escalation training. Employees are required to attend such training~~s~~ courses that are applicable to their positions, as determined by the Employer. If any Employee desires to attend trainings other than those required for their positions, they shall inform their supervisor, and such training will be made available to the Employee within a reasonable time provided the training is within the Agency's ~~training~~ budget and related to the Employee's duties and / or professional development goals identified in their annual review. The Employer shall arrange and issue site-specific twice a year or biannual drills and provide written guidance for each location (e.g. tornado/fire drills) to train on safe evacuation procedures for Employees and clients. Review of evacuation procedures are a required part of onboarding. The Employer will offer other training such as CPR, de-escalation, active shooter, etc. No Employee shall be denied training if it correlates directly to their work responsibilities.

H. Limiting Hours Worked. Employees will be limited to working a maximum of 18 hours consecutively and must have a break of at least 8 hours between shifts after working 18 hours. Employees will not be required to work more than one (1) double shift with less than thirty (30) hours between. The total number of hours an Employee may work in a week is ~~65~~ sixty (60). All overtime must be approved by the Employee's Supervisor in advance of the shifts.

I. Safety Committee. A Safety Committee shall be established for the purpose of addressing workplace safety concerns and making recommendations to the Employer. The Safety Committee will meet every month or as agreed upon by the Union and the Employer. AFSCME represented Employees serving on the Safety Committee will be paid for attending meetings. The Committee will review safety complaints, including any and all OSHA complaints.

J. Union Representation. The Union shall have the right to select five (5) bargaining unit members to participate in the Safety Committee and is required to have at least one (1) participating member.

ARTICLE 12: EQUIPMENT PROVIDED

The Employer shall provide staff, regardless of their work location, with all equipment, keys, and supplies necessary to perform their jobs productively, and in accordance with all laws, standards, and regulation regarding both personal well-being and the security of data.

It will be the responsibility of the Employer to ensure that all equipment is functioning properly and safely. Employees who observe equipment functioning improperly or unsafely will report such observations to management immediately. Employees will be trained to operate all equipment necessary for their jobs. When equipment is reported as non-functioning, it shall be repaired within a reasonable time. The Employer will put a higher priority on repairs of equipment that create a health or safety risk to Employees and clients.

ARTICLE 13: STAFFING RATIOS

The Employer will schedule two (2) staff working in shelter settings and two (2) staff working in the Welcome Center. Coverage may be provided by management, volunteers, or other unrepresented staff to supplement when bargaining unit employees are not available for the shift.

ARTICLE 14: LABOR MANAGEMENT COMMITTEE

The parties hereby agree that a Labor Management Committee consisting of four (4) representatives appointed by the Employer and four (4) representatives appointed by the Union will meet once a month. The Committee shall make recommendations to the Employer with respect to operational issues affecting the Employees. Time spent at such meetings shall be paid time. The Committee has no authority or power to amend or delete from the Agreement. Any agreements entered into by the parties as the result of the Labor Management Committee shall be reduced to writing as a Memorandum of Understanding and attached to the contract.

Representatives who agree to serve on the Labor Management Committee agree to attend the Labor/Management Committee training provided by Federal Mediation and Conciliatory Services within six (6) months of serving on the Committee.

ARTICLE 15: CLOTHING STIPEND

The Employer will provide Employees who are required to work outdoors as part of their job with up to a $300 reimbursement in their first 12 months of employment for outdoor boots or cold-weather gear. Each subsequent year, Employees who are required to work outdoors may request up to $150 in a calendar year reimbursement for outdoor boots or cold-weather gear.

The Employer will shall negotiate with the Union over shoe and uniform provisions for kitchen staff should it reinstate kitchen staff as a bargaining unit position during the course of this Agreement.

ARTICLE 16: TRANSPORTATION BENEFITS

A. Auto Stipend. Employees who are required to drive a personal vehicle as part of their job may be reimbursed for up to $350 in a 12-month period for damages to their personal vehicle caused by Agate clients or while in service of Agate clients. The Employer will require staff to submit an incident report with photos and/or provide a police report, accompanied with receipts for deductible paid or auto-detailing costs.

B. Mileage Reimbursement. The Employer will provide mileage reimbursement consistent with IRS guidelines.

C. Mass Transit Passes. The Employer shall offer Employees mass transit passes through the Metro Transit Metropass program and shall subsidize 43% of the cost.

D. Parking. Parking reimbursement to all Employees shall be on an actual expense basis as needed for attending offsite events and trainings. Charges should be necessary and reasonable, and consistent with the facilities available. When receipts or other evidence of payment, such as parking stubs, are issued, such evidence should be submitted with the expense account.

E. Insurance. The Employer will provide a $25 monthly stipend towards automobile insurance for Employee's required to drive a personal vehicle as part of their job, provided that they submit their monthly mileage report accompanied by a copy of their current insurance card within 30 days of the month ending.

ARTICLE 17: SEVERE WEATHER HAZARD PAY

During a winter storm warning, as declared by the Twin Cities National Weather Service, Employees who are scheduled to work, but do not need to be onsite to perform their duties should plan to work from home, but inform their supervisors if they plan to use PTO to cover their hours (e.g. in the event of a school closure). This includes all Housing and Street Outreach team members.

Employees Scheduled in 24/7 Settings: Employees who are scheduled for a shift that is anticipated to start during the active weather event may contact the Employer for support to arrange and, if needed, pay for transportation to and from the worksite if necessary. Employees who choose to report for their scheduled shift will receive a $50.00 stipend for the shift. An Employee who chooses not to report or is otherwise unable to report will use PTO to cover their scheduled hours.

The Employer shall offer Employees whose shift is anticipated to end during the active weather event the option to work a double shift if the Employee scheduled for the next shift is not coming in for the shift and (may) receive overtime (if working a double puts them over 40 hours for the week) and a $50 stipend. When practicable, this offer will be made in advance of the onset of hazardous weather.

Stipends shall be included in the Employee's next paycheck.

Employees Scheduled in the Welcome Center: An Employee who is unable to report to the worksite or chooses not to report will inform their supervisor and use PTO to cover their scheduled hours. The Employer may choose to offer to arrange and, if needed, pay for transportation to and from the worksite for scheduled Employees to report to their shifts. If severe weather is anticipated and the Employer notifies staff of the plan to close the Welcome Center, Welcome Center staff should either 1) Go to IT to pick up a loaner laptop so they can work from home the next day, or 2) notify their supervisor that they plan to not work and will use PTO. In the event that the decision to close the Welcome Center is made after close of business day the day prior, Employees will receive pay for the hours scheduled.

ARTICLE 18: BREAK TIME

Rest Periods: Each workday, full-time non-exempt Employees are provided with two paid rest periods of 15 minutes in length when they work for at least an 8-hour shift. Part-time employees who work at least 6 hours will be paid for one paid rest period of 15 minutes. Breaks shall be taken at times that are not disruptive to operations and must be staggered among Employees. Since this time is counted and paid as time worked, Employees must be mindful of the time spent away from their areas.

Meal Breaks: Employees who are working at least a six (6) hour shift are provided with one paid meal period of 30 minutes in length. They may choose to combine the 15-minute rest periods (if applicable) with their one meal period of 30 minutes to total one paid 45-minute lunch break. Employees who regularly take smoke breaks must reserve at least one of their 15-minute rest breaks to cover this time. Supervisors will schedule meal periods to accommodate operating requirements and business needs. Employees may be required to log their mealtimes if they are "on the floor".

An individual working on the floor may leave the premises for up to 30 minutes for a 6-hour shift and 45 minutes for an 8+ hour shift during their meal break provided there will still be two or more people (including managers and volunteers) who remain in the building.

In the event only two people are on the floor during a shift, staff may not leave the premises for their breaks in order to ensure the safety of all building occupants in the event of an emergency.

An employee on break in the above scenario may not be fully relieved of their duties and must keep a cell phone or walkie talkie available for emergencies or remain in the vicinity to assist their co-workers. If an Employee is called back on the floor to assist in an emergency, they will finish their break later in their shift after the emergency is managed.

Rest and meal periods cannot be carried over to use for the next day. They must be used on the same day an Employee is scheduled to work. Employees are not allowed to use rest and meal periods to make up for any tardiness, absences or other reasons to make up for lost time, nor can they be used to leave work early.

ARTICLE 19: LEAVES

The Employer will provide eligible Employees with any leave required by federal, state, and local law, including, but not limited to, voting leave, parental school leave, military leave, and paid or unpaid medical leave. Any leaves will run concurrently to the greatest extent possible.

A. Benefits While on Leave. While an Employee is on paid leave status, the Employer shall continue to make coverage available to the Employee under the Employer's group health insurance plan on the same basis as if the Employee was not on leave, which includes the Employee paying their portion of the premium, which the Employer will continue to deduct from the Employee's wages or establish a payment plan with payroll for the duration of their leave. The Employee shall also continue to accrue all PTO (Employees will accrue PTO on PTO pay but not on 3rd party pay), as well as seniority, and should be credited with any wage increases that occurred while the Employee was on paid leave status. An Employee who fails to pay their portion of benefit expenses or set up a payment plan, shall be offered COBRA insurance options.

- Employees on an unpaid leave of absence are responsible for the Employee and Employer portions of the benefits that the Employee elects to continue, with the following exception: The Employer will continue to contribute their portion of benefit premiums for up to four (4) weeks for Employees who are extending an existing or restarting a recent Medical or Family leave as paid time.

B. Paid Leaves of Absences. The Employer shall provide leave options of up to twelve (12) weeks consistent with FMLA and additional protected leave as required by MN State Law. Paid leaves of absences run concurrently with FMLA. Under Minnesota's Paid Family and Medical Leave program, eligible Employees may take the following amounts of paid leave within a single benefit year:

- **Up to 12 weeks of Medical Leave** for Employee's own serious health condition.
- **Up to 12 weeks of Family Leave** for qualifying family-related reasons.

Employees who qualify for **both** Medical Leave and Family Leave in the same benefit year may take a **combined maximum of 20 weeks of paid leave**.

Current MN Paid Leave includes:

- Medical Leave – to care for your own health condition including care related to pregnancy, childbirth, and recovery
- Bonding Leave – to care for and bond with a child welcomed through birth, adoption, or foster placement
- Caring Leave – to care for a family member with a serious health condition
- Military Family Leave – to support a family member called to active duty
- Safety Leave – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

Employees will qualify for paid leave following MN eligibility guidelines How Paid Leave Works | Minnesota Paid Leave (pl.mn.gov/individuals/how-paid-leave-works). Agate uses a third-party administrator for this program, please see Payroll with questions or to apply. Should the state modify the paid leave programs, Agate will follow suit and modify its program accordingly.

Should the state paid leave program be significantly modified, the Union and Management shall negotiate an alternative Leave or Short-term Disability benefit for union members.

Employees who have been at the Employer for over one (1) year are eligible for the first two (2) weeks of Minnesota Paid Leave Benefits for parental leave to be topped up to 100% by the Employer, after which the Employee may use available PTO accrual to supplement benefits for Minnesota Paid Leave.

In the event that an Employee needs to take a leave related to a loss of a pregnancy, they will be eligible for bereavement leave and may qualify for Paid Medical Leave. Pregnant Employees shall be eligible for the use of paid leave in the same manner as any other disabled or ill Employee. Such leave eligibility shall begin upon certification by the Employee's attending physician that due to pregnancy, the Employee is disabled in terms of their ability to perform the duties of their position. Such Employees shall then be eligible to receive leave benefits in the same manner as is provided for any other ill or disabled Employee during the remaining period of pregnancy and until such time as the Employee is certified able to return to work by their attending physician.

C. Domestic Violence Leave.

Agate will provide victims of domestic violence, sexual assault, or stalking, the opportunity to take time off from work through the Minnesota Paid Family and Medical Leave program offered by Agate. This leave is available to all Employee Victims, and their household members can use domestic violence leave for:

- Legal or law enforcement assistance and court proceedings.
- Medical and psychological help.
- Help from social service programs.
- Safety planning.
- Relocating.

An Employee's job is protected by law when using this leave. Employees can also request a reasonable safety accommodation from the Employer which may include:

- A job transfer or reassignment as feasible.
- Changing work telephone or email.
- Removal of Employee name and photos from public directories and materials.
- Implementation of safety procedures.

Documentation: When an Employee requests to use domestic violence leave or requests a reasonable safety accommodation, the Employer can request that the leave or accommodation be supported by verification. Appropriate documentation can include:

- Police reports or court documents.
- An Employee's written statement.
- A statement from a provider, clergy, attorney, or advocate.

Reasonable safety accommodations must be in response to actual or threatened domestic violence, sexual assault, or stalking. Employers must provide reasonable safety accommodations when requested unless it creates undue hardship.

Confidentiality: An Employee is not required to produce or discuss any information with the Employer that is beyond the scope of verification or that would compromise the safety of the Employee or Employee's family member. Employers must maintain confidentiality of all information and documentation provided by the Employee.

D. Jury Duty/Witness Summons Pay. When an Employee is summoned for jury duty or as a witness in court, the Employer will pay the difference between the Employee's court stipend, and the scheduled work hours missed due to that summons. All PTO accrual, as well as payroll deductions, including taxes and benefits, will be calculated as normal. Any hours not on jury duty will be worked.

E. Voting Leave. Employees are encouraged to take advantage of Minnesota's no excused absentee and early voting laws. In the event they are unable to do so, Employees will be granted the necessary time during the working day, when it is not possible for them to vote outside of work time, during governmental elections, consistent with Minnesota Statute 204C.04. The Employee must notify their immediate supervisor at least one (1) day in advance and shall also endeavor to vote either at the beginning or end of the working day.

F. Bereavement Leave.

Full-time ~~an~~ Employees may take up to eighty (80) hours of paid bereavement leave in a given calendar year. Paid bereavement leave will be pro-rated for part-time employees. Guidelines for the number of paid bereavement hours are as follows:

Immediate Family – thirty-two (32) hours:
The group of people with whom an individual shares a primary, close relational bond, usually including parents, guardians, siblings, spouse or partner, and children (born or unborn). This includes in-laws. The definition may also extend to those who function in these roles, regardless of legal, biological, or marital status.

Extended Family – sixteen (16) hours:
For individuals without traditional family structures, "immediate family" can include chosen or found family – people who provide consistent emotional support, care, and a familial role in one's life. This may include close friends, mentors, caregivers, or community members who fulfill the responsibilities and significance typically associated with immediate family. This also includes extended families, such as in-laws, cousins, grandparents, aunts and uncles.

For cultural practices requiring a longer period of grieving or funeral practices, Employees will be provided use of their PTO and the option to take unpaid time off following the use of their bereavement.

To the greatest extent possible, upon request, the Employer will provide up to one (1) day (equal to the number of hours that an employee works, normally 6 – 10 hours in a given shift), of bereavement leave upon the death of a client or coworker. For Shelter and Outreach Teams, paid time off for the death of a client will be prioritized for the client's case manager, and staff who may have responded to the client if there was a medical emergency prior to their passing.

G. Personal Leave of Absences. An unpaid personal leave of absence may be granted upon request to Employees for pressing personal needs, at the discretion of Agate Housing and Services. Unpaid leave may only be requested once all other appropriate leave balances have been exhausted.

Requests for unpaid personal leaves must be made in writing to Human Resources with a copy to the Employee's supervisor. This request should indicate the reason and the length of the leave. The supervisor shall review the request and consider the effect the leave will have on the ability of the department to carry out its responsibilities and the quality of the Employee's performance prior to the submission of the request. All unpaid personal leaves must be approved by the supervisor and concurred by Human Resources.

Agate will attempt to hold an Employee's same or similar position open for the period of unpaid personal leave, if such leave is six (6) weeks or less.

Employee benefits will be continued in the same manner as received prior to the leave, but are responsible for both the Employee and Employer portions of the benefits that the Employee elects to continue, with the following exception: The Employer will continue their portion of benefit premiums for up to four (4) weeks for Employees who are extending an existing or restarting a recent Medical or Family Leave as unpaid time. The Employee will be expected to remit payment for the Employee's portion of all insurance premiums prior to departing for the unpaid personal leave, and in an amount equivalent to the expected period of absence.

H. Equal Coverage. The Employer will offer leaves of absence to eligible bargaining unit Employees on the same terms and under the same conditions as non-contract Employees.

ARTICLE 20: NON-DISCRIMINATION/HARASSMENT

A. Protected Classes. Both parties to this Agreement recognize that the Employer is an EEO/AA Employer and agree not to discriminate against or harass any Employee because of race, color, creed, religion, national origin or ancestry, gender, gender identity or expression, sexual orientation, disability, age, marital status, familial status, status with regard to public assistance, genetic information, veteran status, membership or activity in a local human rights commission or any other characteristic protected by law.

B. Non-Discrimination/Harassment. Employees have the right, as protected by law, to work in an environment free from harassment and discrimination by an Agate Employee with regard to the protected classes described above. In general, harassment may take many forms, but the most common forms include verbally inappropriate or offensive remarks, threats, abuse, or intimidation that convey derogatory or ridiculing attitudes; unwelcome physical contact, touching, staring, following, or intimidating or hostile physical acts; and visual references such as offensive or obscene photographs, pictures, posters, drawings, calendars, notes, invitations, and displays that show hostility. The Union is not responsible for investigating claims of harassment between bargaining unit members.

C. Union Membership. There shall be no discrimination by the Employer or by the Union against any Employee because of membership or non-membership in the Union or because of the assertion of rights afforded by this Agreement.

ARTICLE 21: GENDER-AFFIRMING PRACTICES

The Employer encourages Employees to bring their whole selves to work and wishes to affirm the rights of Employees related to gender identity and expression. This statement is written to support the needs of Employees who are transgender, nonbinary, gender-nonconforming, gender-fluid, or genderqueer; however, these statements apply to all Employees, including those who are cisgender, and no Employee will be required to explain or identify their gender in order to have this article apply to them.

A, Internal Records. At the request of an Employee, the Employer will change the Employee's name and pronouns on all internal records, to include email addresses, agency accounts, and Employee directories or listings. The Employee can also request the agency to update any and all public or internal photographs, including identification badges. It is the responsibility of the Employee to notify the Employer, by contacting Human Resources, to request a record change of name, pronouns, and/or photographs. No Employee will be asked to provide formal documentation of a name change in order for this process to take place for internal records.

B. Communications and Agency Culture. The Employer expects everyone at the workplace or engaged in the Employer's business to speak or refer to Employees by their self-identified name and pronouns. The Employer will employ best efforts to use gender neutral language in all Employer produced job postings, on-boarding materials, policy manuals, and other materials. The Employer respects the right of all Employees to make their pronouns known and to have them honored. The Employer also respects the right of Employees who do not wish to state their pronouns during meetings or other work events. Supervisors and Employees will carefully consider when it makes sense to have pronouns be a part of introductions at meetings as a way to live the Employee's values and balance the personal preferences of all Employees.

c. Facilities Usage. The Employer has made efforts to change restroom facilities at Agency buildings to be non-gendered. All Employees may use the restrooms and changing rooms that they are most comfortable with.

ARTICLE 22: GROUP INTERVIEW PARTICIPATION

When the Employer conducts a second round 'in-person' interview of an external candidate for a bargaining unit position, the Employer will notify Employees holding the same position who have informed the Employer of their interest in participating. The Employees will be notified of the date and time of the interview and encouraged to participate.

For executive and supervisory positions, the Union will be allowed to appoint one (1) member to participate on search committees. Union members play an advisory role and will not have a decision-making role in the hiring.

ARTICLE 23: WAGES

A. Across-the-Board Wage Increase Effective July 2026. All bargaining unit Employees will receive minimum across-the board wage increases on the following schedule:

- (FY 2027) July 1, 2026: 4%
- (FY 2028) July 1, 2027: 3%
- (FY 2029) July 1, 2028: 3%

Wage increases will be reflected on the first full pay period in each fiscal year.

Should additional funding become available, the Employer may do one or both of the following at any point during the life of this Agreement:

1. Implement a larger across the board base wage increase without further negotiation provided the same rate is applied to all bargaining unit employees. For this increase, the employer shall notify local Union Leadership and Field Representative in writing of the intended amount of increase and anticipated date of implementation.
2. Implement a lump sum bonus or differentiated base wage increase for employees of the bargaining unit after meeting with the Union to discuss and approve a Memorandum of Understanding describing additional compensation.

Wage Increase Parity: In the event the Employer provides an Across-the-Board base wage increase to non-represented employees that is greater than what this Agreement provides to members of this Bargaining Unit, the Employer shall adjust the wages of the employees covered hereunder in an amount equal to the difference between the percentage granted to the non-represented employees and the percentage provided in this Agreement. Such adjustment shall be effective on the same date the larger increase is granted to the non-represented staff.

B. Minimum Wage Rates. Employees hired into a bargaining unit position shall receive the "minimum hourly rate" for their job title according to the following table:

WAGE GRID

		FY27		FY28	FY29
Grade	Title	Min.	Max.	Max.	Max.
1	Shelter Worker	$20.00	$23.00	$23.69	$24.40
2	Resident Services Specialist Shelter Advocate	$21.00	$24.00	$24.72	$25.46
3	Call Center Advocate Prevention Case Manager 1 Rapid Rehousing Case Manager 1 Shelter Case Manager 1 Street Outreach Case Manager 1	$25.00	$28.00	$28.84	$29.71

	Supportive Housing Case Manager 1 Welcome Center Advocate				
4	Call Center Lead Family Rapid Rehousing Intake Coordinator Housing Locator Housing Subsidy Coordinator Intake & Operations Coordinator Team Lead Case Manager Next Step Assessors Street Outreach Operations Coordinator Supportive Housing Lead Case Manager Prevention Case Manager 2 Rapid Rehousing Case Manager 2 Shelter Case Manager 2 Supportive Housing Case Manager 2 Welcome Center Lead	$26.00	$29.00	$29.87	$30.77
5	Maintenance 1 Sr. Housing Locator Sr. Next Step Assessors	$27.00	$30.00	$30.90	$31.83
6	Maintenance 2	$29.00	$32.00	$33.28	$34.28

These rates represent a floor and nothing prevents the Employer from paying a higher wage.

Any current employees as of the effective date of this contract on 7/01/2026 are not subject to the maximum rate if it would make them ineligible for the full annual across-the-board increase.

C. Increases to Minimum Wage Rate for New Hires. Beginning on the first full pay period following ratification of the contract, Employer agrees to implement an additional initial hourly rate increase to the minimum starting hourly wage as stated below for newly-hired bargaining unit Employees with any of the following experiences or credentials (up to $1.50):

Experiences/Credentials	Addition to Hourly Rate
Lived Experience with Homelessness	$.50
Fluent in a language that reflects our client's needs	$.25
2 years of relevant work experience	$.25
Active Social Work Licensure	$.50

When a new Employee is given a job offer, the Employer shall notify them of the experience/credentials grid, and the new Employee shall have the ability to notify the Employer of their experience/credentials. There shall be no time requirement of lived homelessness and no further proof required for that credential.

These rates represent a floor and nothing prevents the Employer from paying a higher wage.

D. Pay Differentials.

1. Night and Weekend Shifts: The following differentials will be paid to all Employees working scheduled shifts on the evenings and weekends (up to $2.00 per hour total):

a. Employees will receive a $1.00 per hour shift differential for any 8-to-10-hour overnight shift worked. An overnight shift is defined as a shift that includes the hours of 12:00 a.m. – 6:00 a.m. To receive the shift differential, Employees must work at least 50% of their scheduled hours between 12 a.m. - 6 a.m.

b. Employees will receive a $1.00 per hour weekend differential for scheduled hours worked between 12:00 a.m. Saturday and 11:59 p.m. Sunday.

2. Case Loads: Case managers will receive the following hourly shift differential based on the case load ranges presented below. The hourly rates will be adjusted up or down on a monthly basis to reflect Employees' current case loads based on their scorecard or date agreed upon by the Union and the Employer which will be no later than the 12th of the month. This means the change will happen mid-month and be for at least two pay periods.

a. Supportive Housing:
   - Case Manager 1: 23 - 25 Cases = +$1.50/hr
   - Case Manager 1: 26 - Max (29) = +$1.00/hr (total of $2.50/hr)
   - Case Manager 2: 25 - Max (29) = No differential, but will be a different pay grade to reflect higher caseloads and always carrying at least three more than the Agate Standard (22)
   - Housing Locator: 15 – Max = $1.50/hr

b. Time Limited Housing:
   - Case Manager 1: 18 - 20 (Max) = $1.50/hr
   - Case Manager 2: 20 (Max) = No differential, but different pay grade to reflect higher caseloads and always carrying more than Agate's Standard of
   - (17) clients
   - Housing Locator: 15 – Max = $1.50/hr

c. Case Manager Leads:
   - 18 - 21 =+$1.50/hr
   - 21 – 29 (Max) = +$1.00/hr (total of $2.50/hr)

Staff in the Case Manager 2 role will be assigned their standard 3 additional cases before Case Manager 1's are asked to add additional cases to their caseload and offered the wage differentials.

The Employer and the Union agree that Shelter and Outreach caseloads will be added to the LMC agenda on an as needed basis to address any ongoing concerns to show a mutual commitment to monitoring workloads in these departments.

3. Short staffing: For employees working on the floor at the shelter or in the Welcome Center, they are eligible for a $25.00 stipend for a shift where they are the only staff person working provided the employee has informed their supervisor in writing (i.e., Teams, Text, Email) of the immediate short-staffing situation. The employee must email their supervisor to confirm approval of payment for the short-staffed shift, and their supervisor will approve it by email and include payroll prior to the end of the payroll period.

ARTICLE 24: PROBATIONARY PERIOD

Upon commencement of employment, all Employees covered by this Agreement shall serve a probationary period of 90 calendar days. The Employer may extend this probationary period for an additional thirty (30) calendar days upon meeting with the Union and providing a written statement regarding the reason for the probationary extension. During the probationary period, Employees have no seniority rights and Employees may not apply for another position at the Employer. Upon completion of the probationary period, the Employee will be credited with seniority from their starting date.

Probationary Employees may be discharged at the sole discretion of the Employer, with or without cause. The Employer will provide written reason for the discharge to the Union President or Field Representative. Termination of probationary Employees is not subject to grievance.

ARTICLE 25: WORK STATUS: STAND-BY, CALL BACK

Standy-by. A regular full- or part-time Employee shall be in a stand-by status if the Employee's supervisor has designated the Employee, in writing, to remain available to report to work a shift during their regular off-duty period. An Employee who is designated to be on stand-by is not required to remain in a fixed location but must be able to be reached by telephone and be able to report for duty by the start of the shift or within one (1) hour from when they are called in to work. Stand-by shift expectations end one and one-half (1 ½) hours following the beginning of the scheduled shift start time.

A. Scheduling: Employees will be provided a seven (7) calendar day opportunity to sign up for their preferred stand-by shifts for the upcoming month, and after that period elapses, management will assign the remaining shifts in an equitable order.
B. Notice: As much as is practicable, Employees shall be notified of the stand-by assignment at least twenty-one (21) calendar days in advance.
C. Compensation: An Employee who is instructed to remain on stand-by shall be compensated for such time at straight time or 1.5 times if the Employee has already worked more than 40 hours that week. This will be tracked via a system determined by the Employer.

   If a full-time or part-time regularly scheduled employee is forced to be on stand-by for more than three shifts in a 30-day period, they shall be compensated $75.00 on the paycheck immediately following the pay period where the additional shift was assigned.

Call back. An Employee called back to work while on stand-by shall be compensated at their straight-time or overtime rate, depending on if callback hours result in working in excess of 40 hours in the pay period, and any applicable differentials will apply (See Article 23, section D). An Employee shall not receive stand-by pay for hours actually worked. If an employee is called into the shift prior to the start of the stand-by shift, the employee shall not be paid for being on stand-by but will be paid for working the shift instead.

ARTICLE 26: SENIORITY

"Seniority" is defined as the total number of hours worked since the Employee's latest date of hire. The Employer will provide the Union with an updated seniority list by September 30 each year.

In the event of two or more Employees having the same amount of seniority, preference will be given first to Employees who have previously worked with Agate. In the event of a further tie, seniority will be determined by lot.

ARTICLE 27: LAYOFFS

When practicable, the Employer will inform the AFSCME Field Representative at least twenty-one (21) calendar days prior, if it anticipates it will be necessary to lay off bargaining unit Employees. No Employee shall be laid off or demoted due to the utilization of on-call or as needed Employees. Layoffs will occur by inverse seniority among those Employees within the same classification number (see Wage Grid, Article 23). When practicable, affected Employees will be notified at least fourteen (14) calendar days prior to the layoff. Recall to work will follow seniority but will not include any Employees who had a final warning on file at the time of their employment ending. Before implementing involuntary layoffs, the Employer will first solicit voluntary layoffs. Should there arise a need for layoffs, the Employer will meet with the Union to bargain over the effects of the layoffs, with considerations for various shifts.

ARTICLE 28: PTO

The Employer shall provide to eligible Employees covered by this contract the paid time off (PTO) plan that is made available to non-contract Employees of the Employer. The parties agree to bargain before any changes to this Article.

New hires will be front-loaded twenty-four (24) hours (pro-rated for Part-time Employees) of PTO at the start of employment.

Employees who utilize front-loaded PTO but resign or are terminated without having accrued time to retroactively cover hours used will have any remaining balance deducted from their final paycheck.

Employees will be allowed to use any available PTO upon hire. Employees with at least one year of service and a PTO balance of at least 80 hours may "cash out" up to 40 hours of PTO once in any 12-month period.

A. PTO Accrual. The current PTO accrual schedule for eligible Employees is as follows:

Length of Service	Max Accrual Per Year	Max Accrual Per Pay Period	Maximum PTO Balance	Max Accrual Per Hour Paid
0-12 months (first year)	20 days/year	6.16 hours	160 hours	.0770
13-48 months (years 1-4)	25 days/year	7.69 hours	200 hours	.0962
49-108 months (years 5-9)	30 days/year	9.23 hours	240 hours	.1154
109+ months (9+ years)	35 days/year	10.77 hours	280 hours	.1347

B. PTO for Part-Time Employees. The Employer shall provide to full time and part time Employees covered by this contract the paid time off (PTO) plan that is made available to non-contract Employees of the Employer. Part-time Employees will accrue PTO at a pro-rated basis. Employees who work less than 20 hours per week will accrue paid sick time in accordance with Minneapolis's Sick and Safe time Ordinance. The parties agree to bargain before any changes to this Article.

C. Coverage for PTO.

Time off requests must be submitted utilizing the payroll software provided by the Employer. In the event the Employee does not currently have PTO to cover a future request, the Employee can submit a written request to their manager. Requests are considered on a first-come, first-served basis and subject to the following factors:

- PTO balance is available to cover the requested date(s)
- Other requests are not already submitted for the same date(s)
- Staffing is available to cover the request
- Request is submitted by the deadline as outlined above

If two requests are submitted at the same time for the same date(s), approval will be given based on the criteria above, and priority will be given to the individual who has experienced a longer gap since their last approved PTO request.

Requests for time off submitted after the deadline may not be approved. Consideration will be given if the Employee finds like-time replacement coverage for their shifts. For example, if the Employee is scheduled 40 hours or less, they must find non-overtime coverage for their shift.

D. PTO Donation Bank. The Employer will solicit PTO donations on a quarterly basis and communicate to Employees the availability of the PTO bank.

E. PTO Payout. Upon separation from the service by resignation, retirement, layoff, expiration of a leave of absence, or death, 100% of the Employee's unused accumulated PTO time shall be paid to the Employee. To be eligible for this payout, for any circumstance other than death, Employees must have at least 90 days of service and meet the following criteria:

- resign in writing;
- give a minimum of two weeks (14 calendar days) notice; and
- work at least two weeks of the Employee's FTE.

Employees (a) with less than 90 days of service, (b) who fail to resign in writing and work at least two weeks of the Employee's FTE and/or (c) who are terminated due to policy violation or cause will not receive any payment for accrued but unused PTO when they leave the Employer. Under these circumstances, all PTO is forfeited.

ARTICLE 29: SUBCONTRACTING

In the event that the Employer's decision to subcontract affects bargaining unit Employees, the Employer agrees to notify and offer to bargain with the Union over the effects of the decision.

The Employer agrees that a decision to subcontract will not result in the layoff or involuntary reduction of the FTE of any current bargaining unit Employee.

ARTICLE 30: VACANCIES

The Employer in its sole discretion will determine when there is a vacancy. In the event there is a vacancy or the creation of a new position, the Employer shall post vacant or new positions for a minimum of seven (7) days.

A. Filling Vacancies
The Employer shall post all job postings internally via email and the Union may choose to print and post a hard copy on Union bulletin boards. All qualified bargaining unit members in good standing shall have the right to apply for jobs that have been posted. If such Employee submits a complete application within the seven (7) day internal posting period, they will receive a screening interview and be given priority consideration by seniority.

B. Modified Classifications
If the Employer wishes to materially modify an existing classification, it will provide the Union written notice of its intention to do so prior to implementing the modifications. In this notice, the Employer will provide an explanation of the changes and will provide a position on whether it believes the modified job classification should be included in the bargaining unit. The parties agree to meet in good faith to address (1) any concerns the Union has about the Employer's stated rationale for excluding a modified job classification from the bargaining unit or (2) mandatory subjects of bargaining such as wage scale for the revised job description.

C. Newly Created Positions

If the Employer establishes a new non-exempt direct service job classification, it will provide the Union written notice of its intention to do so prior to posting the position and include the job description and pay rate. The Union may request a meeting with management within four (4) business days to meet in good faith to discuss the pay rate or job description if they believe it is inconsistent with other similar Union roles.

The Union will request a meeting with the Employer to address any Union concerns related to excluding new job classifications from the bargaining unit.

ARTICLE 31: 401K

The Employer shall provide to eligible Employees covered by this Agreement the same 401(k) plan or a similar plan with the same benefits that is made available to non-represented Agate Employees and maintain at least a 1.5% contribution for the duration of this Agreement. The Employer, at its sole discretion, may otherwise amend the plan or increase its matching rate from time to time. If the Employer makes changes to the 401(k) plan, the Employer will notify the Union of the changes.

ARTICLE 32: INSURANCE BENEFITS

An Employee covered by this contract will be offered to participate in the Employer's insurance plans on the same basis as the Employer's non-contract Employees.

A. Health Insurance. Eligible Employees may elect to be covered by the Employer's non-contract health insurance program as it may be amended at the sole discretion of the Employer. Employees who are eligible and elect coverage shall pay the same amount towards the monthly premiums as non-contract Employees. Coverage for eligible Employees who elect health insurance will commence on the applicable date as provided by the terms of the Plan.

B. Other Insurance Offerings. The Employer will offer all insurance benefits that it offers to non-Union Employees on the same basis and on the same terms as non-contract Employees.

c. Insurance Plan Design and Premiums. The Employer shall-have the exclusive right to establish and subsequently modify, from time to time in its sole discretion, the design of any insurance plan or plans that are offered to Employees. The Employer shall also have the exclusive right to establish and subsequently modify the premium structure in its sole discretion. If the Employer makes changes to the health insurance plan, the Employer will notify the Union of the changes.

D. Create Health-Care Consensus LMC. The Union and Employer will add health care coverage as a standing agenda item for the regular LMC to discuss issues and concerns around benefits, access to benefits, and plan design issues, as well as other benefit issues as they arise.

Employer contributions for medical plans shall increase by at least 5% in 2027, 2028, and 2029:

		Employer Contributions: Medical		
	Current	2027	2028	2029
Employee Only	$ 650	$ 683	$ 717	$ 752
Employee + Spouse	$ 1,200	$ 1,260	$ 1,323	$ 1,389
Employee + Child(ren)	$ 1,400	$ 1,470	$ 1,544	$ 1,621
Family	$ 2,100	$ 2,205	$ 2,315	$ 2,431

ARTICLE 33: VOLUNTARY RESIGNATION

Employees must give the Employer at least fourteen (14) days' written notice of resignation. Failure to provide the required notice or work at least ten (10) days will result in the forfeiture of any accrued and unused paid time off in accordance with the paid time off policy.

ARTICLE 34: EMPLOYEE ASSISTANCE PROGRAM

The Employer will make available to bargaining unit Employees the same Employee Assistance Program offered to non-contract Employees.

ARTICLE 35: HOLIDAYS

The Employer will end the previous Holiday request system on December 19, 2026, but will extend December 25, 2026, as a paid holiday for all Employees covered by this Agreement. That means Agate will be closed to the public and all staff except shelter staff will have the day off. Shelter workers that are scheduled and work on December 25th, will be paid double time. Employees that do not work and are not scheduled to work on December 25th, are not entitled to an alternate day off.

Beginning January 1, 2027, and moving forward, Full-time Employees will receive Holiday Pay for up to eighty-eight (88) hours annually (this will be pro-rated for part-time Employees and people who start throughout the year).

The following shall be company defined fixed holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. All agency operations, except for 24/7 programs such as Emergency Shelter, contractually obligated services or other life-saving operations, will be closed on these days. Staff who would like to request a religious or cultural exemption to Thanksgiving Day and Christmas Day holidays may do so by providing an email to their supervisor and HR with their request and the day they would prefer to have off instead. Fixed holidays will be paid for the number of hours of their regularly scheduled shift (normally 6, 8 or 10 hours). If an employee is not scheduled to work on a fixed holiday, the employee will still be paid for the holiday, during that pay period. Compensation for a fixed holiday that occurs when an Employee is receiving Minnesota Paid Leave benefits will be included in the State paid benefit rather than paid by the Employer.

For holidays that change the day of the week, including New Year's Day and Christmas Day, when the holiday falls on a weekend day, it will be observed on different days for the Shelter programs versus the rest of the agency. This means that the Shelter will observe the holiday on the actual day, whereas the rest of the agency will observe it on either Monday or Friday, according to standard holiday practice.

The remaining holidays will be floating holidays and will be applied to Employees' Holiday bank balance each January on the start of the payroll calendar, with the intention that half the hours are not requested until after July 1. An Employee will repay the Employer through a deduction to their final paycheck any floating holiday hours used over 50% if voluntarily separating before July 1. Employees will not be required to repay any used holiday hours if they voluntarily separate after July 1. Floating holiday hours must be used by the last day of the final payroll period in a calendar year, which may be in January.

Floating holiday hours may be used to make whole (top off) 3rd party payments while an Employee is on MN Paid Leave, but may not be used in addition to 3rd party payments. Unused floating holiday hours will be forfeited at the end of the calendar year regardless of employee's ability to use the leave because they were receiving pay from a third party.

Floating Holiday hours will be prorated for employees not scheduled to work full time, or that start during the year. For Full-time (40 hour per week employees) floating holiday hours will be distributed as follows.

10-hour shifts – 5 fixed holidays and 38 hours of floating holiday hours

8-hour shifts – 5 fixed holidays and 48 hours of floating holidays.

Floating holiday hours will be distributed on 1st payroll of each year. An employee's status on that date will define their annual floating holiday allotment. Floating holidays will not be increased or decreased, unless the employee drops down to as needed. If an employee drops down to as needed, the employee will forfeit their remaining floating holiday hours.

Floating holiday hours may be used for any purpose. Employees hired after January 1 will receive a prorated number of floating holiday hours (for full-time Employees this is 40 hours divided by the number of full months remaining in the year and be adjusted for employees that work shifts of varying length . This will be prorated for part-time Employees). When creating schedules, management will endeavor to provide coverage for all Employees' floating holidays. When multiple Employees within a program or job function request the same floating holiday, management will use seniority as a method of prioritizing staff who will receive the day off for their chosen floating holiday.

If a request to use a floating holiday is submitted by an Employee eight (8) weeks in advance, the Employee's supervisor must respond within two (2) weeks. If there is no response within the two (2) weeks, the holiday request is considered approved. If a request is denied, the Employee may appeal to Human Resources. Prior to the holiday, if an Employee is requested to work on an approved holiday, the Employee should reach out to Human Resources. If the Employee works on an approved scheduled holiday, they will be compensated at 1.5 times their rate of pay OR request another day to use their floating holiday

To be entitled to receive a paid holiday, an employee must work on the normal workday immediately preceding and the normal workday immediately following the holiday(s) unless there is pre-approved time off. To receive holiday pay, the employee shall not call out the day of the holiday if scheduled.

The Union and the Employer will meet to discuss a process to govern equitable distribution of forced holidays and approve a Memorandum of Understanding (MOU) prior to January 1, 2027.

Part-time employees are eligible for Holiday Pay ~~hours~~ when the holiday falls on one of their regularly scheduled workdays. If part-time staff are required to work on an agency holiday, they will get time and a half pay.

Holidays are not paid when the Employee is "inactive", such as during the unpaid portion of an Employee's leave of absence or receiving any pay from a third party.

Holiday Pay does not count as hours worked for purposes of determining overtime. Floating Holidays are not an accrued benefit and are not subject to payout.

ARTICLE 36: SAVINGS CLAUSE

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet promptly for the purpose of renegotiating the provision so invalidated.

ARTICLE 37: DURATION

This Agreement shall be in full force and effect from July 1, 2026, through and including June 30, 2029, and then from year to year thereafter, unless at least sixty (60) days prior to the termination of the initial period or any yearly period, either party shall serve on the other party, written notice that it desires to modify or terminate this Agreement.

FOR THE UNION:		FOR THE EMPLOYER:	
	8/6/26		8/5/26
Bianca Brown President, AFSCME Local 999	Date	Donna Rapacz Chief Operating Officer, Agate Housing	Date

Julie Dornack 8/10/2026
Julie Dornack Date
Field Representative AFSCME Council 5

Kyle Hanson 8/10/26
Kyle Hanson Date
Executive Director/CEO, Agate Housing

Crystal Kreklow 8/10/26
Crystal Kreklow Date
State Field Director, AFSCME Council 5

APPENDIX 1

GLOSSARY

As Needed – Employees who pick up shifts that are posted as available and the Employee wants to work the shift.

Good Standing - An Employee is considered to be in Good Standing when they do not have any corrective action notices more severe than an oral warning.

Grievance – A dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. A grievance is only filed by a Union Steward and is the property of the Union.

In Good Faith – In contract law, the implied covenant of good faith and fair dealing is a general presumption that the parties to a contract will deal with each other honestly, fairly, and in good faith, so as to not destroy the right of the other party or parties to receive the benefits of the contract. Parties approach the bargaining table with a sincere, honest effort to times, freely exchange information and proposals, and genuinely work toward common ground.

Just Cause - A standard upon which discipline is based. There must be a legitimate reason for disciplining or firing an Employee (cause), based on an unbiased investigation, and application of corrective action must be handled fairly (just).

Material Changes – A significant modification to a role or agreement which affects its core terms, obligations, or expectations. This includes changes to the overall scope of work, pay level, minimum requirements, or core job functions.

On Call – The Employee is on stand-by for a shift and must come in to work the shift if someone else calls off.

On the Floor – An Employee is considered to be working "on the floor" if they are working a set shift during which they are responsible for the safety and wellbeing of Agate guests or clients. This applies to any setting where staff are engaging directly with those we serve who cannot be left alone, such as shelter shifts and Welcome Center shifts during open hours.

Position Statuses -

- Regular full-time Employees are expected to consistently work at least thirty (30) hours each week or use PTO or Holiday hours to make up the difference.
- Regular part-time Employees are expected to consistently work sixteen (16) hours each week or use PTO or Holiday hours to make up the difference.
- On Call Employees have no minimum required hours they are expected to work each week. They are scheduled to be on stand-by for a shift and must come in to work the shift only if notified by a supervisor that someone else has called off. An On Call Employee who regularly exceeds two hundred twenty-one (221) hours worked on a quarterly basis shall be converted to Regular Part-time status.

- As Needed Employees have no minimum required hours they are expected to work each week. They pick up shifts that are posted as available based on when they are available and want to work. An As Needed Employee who regularly exceeds two hundred twenty-one (221) hours worked on a quarterly basis shall be converted to Regular Part-time status.

Qualified – For the purposes of positions qualifications, qualified means the Employee has the job-related knowledge, skills and abilities required for appointment to the positions and necessary for satisfactory performance on the job.

Stand-by Shift – A period of time, not to exceed two (2) hours, that an Employee is available to be called in. (See Article 25) Can be covered by On Call Employees, As Needed Employees, and Regular Full- and Part-time Employees.

Suspension Without Pay – This is an infrequently used form of discipline, where a staff person is suspended without pay for a number of days as a last step before termination. It is most often used to give staff with poor attendance time to consider whether they can commit to and want to continue in their role.