

**AGREEMENT**

**by and between**

**AFSCME Council 5,  
Local \_\_\_\_**

**and**

**COMMUNITY ACTION DULUTH**

\_\_\_\_\_, 2024 - \_\_\_\_\_, 2026

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APPENDIX A

MEMORANDUM OF UNDERSTANDING

## **Preamble**

This Agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between Community Action Duluth, (“Employer”) and AFSCME Council 5 (“Union” or “AFSCME”).

## **Article 1 -- Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time employees employed by the Employer at or out of its facility currently located at 2424 W. 5<sup>th</sup> Street, Suite 102, Duluth, Minnesota; excluding program participants, managerial employees, and guards and supervisors as defined by the Act, as amended. Unless the context clearly indicates otherwise, the words “employee” and “employees” as used in this Agreement shall mean only those persons within the recognized bargaining unit.

## **Article 2 -- Cooperation/Purpose**

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

## **Article 3 -- Union Security**

**Section 1. Union Membership.** 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 against any and all suits, claims, demands, and liabilities arising out of application of this Article.

**Section 2. 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 4 -- Non-Discrimination, Non-Harassment**

Neither party shall discriminate in employment or in Union membership or harass any employee on grounds of Union membership (or lack thereof), support for the Union (or lack thereof), or membership in any class of persons protected by local, state, or federal employment discrimination laws. Discrimination and harassment will not be tolerated by either party.

#### **Article 5 --Diversity, Equity, and Inclusion**

The Employer and the Union will meet at the request of either party to discuss matters of diversity, equity, and inclusion in the workplace. This Article 5 shall not be subject to the grievance procedure contained in Article 29.

#### **Article 6 -- Management Rights**

The management of the business and the direction of the working forces are vested exclusively in the Employer. Except where expressly abridged by a specific provision of this Agreement, the Employer's management rights include, but are not limited to, the rights to hire; to discipline, suspend, and discharge for just cause; to layoff; to recall; to promote; to determine and change starting and quitting times; to determine and change the days of the week to work; to determine and change the number of hours of work in a day; to determine and change the number of days to work in a week or pay period; to promulgate and enforce rules, regulations, and policies not inconsistent with this Agreement; to assign work, duties, and responsibilities; to assign a job location or site; to establish new job classifications and to set their rates of pay; to create, organize, reorganize, discontinue, enlarge, or reduce a department, unit, function, or division; to assign and 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; to contract with others for the furnishing of services not provided by the employees; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.

#### **Article 7 -- Definitions of Employee Status**

**Section 1: Full time.** Any employee working thirty-two (32) hours or more per week is considered full time for the purposes of this Agreement.

**Section 2: Part time.** Any employee working less than thirty-two (32) hours per week is considered part time for the purposes of this Agreement.

#### **Article 8 -- Years of Service**

Effective May 31, 2024, for purposes of this Agreement, "years of service" does not include any time worked for the Employer as a program participant.

## **Article 9 -- Pay Period, Work Week, Overtime**

Paychecks are issued bi-weekly.

The basic workweek shall be from 12:00 a.m. on Monday through 11:59 p.m. on Sunday.

All work performed by hourly employees in excess of forty (40) hours per week shall be paid for at one and one-half (1½) times the employee's regular rate of pay. For hourly employees who work at more than one pay rate, overtime pay will be based on the rate of the position the employee was working when the overtime work was performed.

Employees may not work unscheduled overtime without their supervisor's advance approval.

## **Article 10 -- Work Hours and Work Schedules**

The Employer's main office will usually be open from 8:00 a.m. to 4:00 p.m., Monday through Friday. The main office hours may be adjusted seasonally, or for other reasons, at the discretion of the Executive Director.

An employee's work schedule shall be set by their supervisor and approved by the Executive Director. Depending on the circumstances, and with the prior approval of their supervisor and the Executive Director, an employee may be permitted to have a flexible work schedule.

Employees shall be given one (1) fifteen (15) minute paid rest period for each four (4) hour work period. Employees who work more than six (6) hours in any one (1) day shall be entitled to both the paid rest periods and a one-half (½) hour unpaid meal period. Employees who need breaks to express milk shall be permitted to do so in accordance with applicable law. Breaks may not be combined or taken at the beginning or end of an employee's shift.

With the approval of the Executive Director, an employee may have a work schedule that includes one (1) day of remote work per week. The remote work day must be one (1) full day and should be the same day of the week for at least one (1) calendar quarter, with exceptions in unusual circumstances. The remote work day must be approved by the Executive Director based upon office coverage and other factors. During any remote work day, an employee must be generally responsive to work-related telephone calls and email messages. The Executive Director may require that an employee stop working remotely, on a temporary or permanent basis, based upon work requirements or employee performance.

## **Article 11 -- Wages**

The hourly rates of pay for the job classifications covered by this Agreement are set forth in APPENDIX "A" and made a part of this Agreement.

If the Employer creates a new job classification within the bargaining unit, the Employer shall promptly notify the Union in writing. The Employer may then set the wage but, at the request of the Union, shall meet and negotiate over such wage. If the parties cannot agree upon the wage, they will request assistance from the Federal Mediation and Conciliation Service.

#### **Article 12 -- Bonuses**

The Employer may grant bonuses to employees as provided by grant requirements or permitted by grant funding. Before doing so, the Employer agrees to provide union representatives with information regarding such bonuses.

#### **Article 13 -- Expense Reimbursement**

Reimbursement for employment-related expenses shall be in accordance with the Employer's Expense Reimbursement Policy, as may be changed from time to time by the Employer. Among other things, the Policy shall require advance approval of any expenses from an employee's supervisor and reimbursement to the employee within no more than thirty (30) calendar days. Employees covered by this Agreement shall be treated no less favorably under the Policy than employees not covered by this Agreement.

#### **Article 14 -- Probation**

Newly hired employees shall be considered to be on probation for the first six (6) months of employment. By mutual agreement between the Employer and the employee made during the initial probation period, and following written notice to the Union, probation may be extended for up to an additional six (6) months. During the probationary period (initial or extended), the Employer may discipline or discharge the employee at will. Such discipline or discharge shall not be subject to the grievance and arbitration procedure of this Agreement and shall not be considered a breach of this Agreement.

Seniority shall not apply to probationary employees except for purposes of layoffs, reductions of hours, and recalls. Upon successful completion of probation, the employee's seniority shall be back dated to the time of hire.

#### **Article 15 -- Seniority**

Each employee shall have both date-of-hire seniority and job classification seniority. Date-of-hire seniority shall be based on the employee's most recent date of hire.

Job classification seniority shall be based on time spent in the job classification subsequent to the employee's most recent date of hire. An employee who changes job classifications shall retain the job classification seniority accrued in the former job classification, which accrued seniority shall be reinstated if and when the employee returns to the former job classification without an intervening break in service. Job classification seniority within the new job classification shall start from the date the employee begins working in that job classification. For purposes of this Article 15, the job classifications are as follows: Stream Corps; Construction;

Education; MFIP; Tax; Benefits; Food Justice/Seeds of Success; Homebuyer; Transportation; Outreach; and Operations/Office.

Any tie in date-of-hire seniority shall be broken by a flip of a coin. Any tie in job classification seniority shall be broken by consideration of date-of-hire seniority. Any remaining tie shall be resolved by a flip of a coin.

Both kinds of seniority shall accrue during leaves of absence of ninety (90) calendar days or less, but not thereafter. Both kinds of seniority shall be lost in any of the following circumstances:

- a) Discharge for just cause;
- b) Voluntary quit;
- c) Failure of the employee to return to work upon recall from layoff;
- d) Failure of the employee to accept restoration of reduced hours;
- e) Continuous lay-off of greater than twelve (12) months;
- f) Retirement;
- g) Failure of the employee to return to work from a leave of absence;
- h) Engaging in new employment in excess of twenty (20) hours per week while on a leave of absence;
- i) Failure to return to work within the statutory time limit following completion of a military leave of absence;
- j) In circumstances not covered above, continuous absence from work of greater than twelve (12) months for any reason.

#### **Article 16 -- Vacancies**

The Employer will post all openings for bargaining unit positions for seven (7) calendar days. The Employer may advertise an opening outside the bargaining unit simultaneously; however, external candidates may not be hired until the posting has closed and all qualified bargaining unit employees who have applied have been considered. Employees will be allowed to apply and be considered for all openings, if they have the ability and availability to perform the duties required by the position for which they are applying at the time of application. However, if an employee has received a suspension in the six (6) months prior to the time the employee wishes to apply for a posting, the employee shall not be eligible to apply.

The Employer will, through an interview process, determine and select the most qualified candidate, whether internal or external, for the position. If two (2) or more candidates for a particular position are equally qualified, the Employer will select the candidate with greater date-of-hire seniority, if one (1) or more candidates has seniority.

#### **Article 17 -- Layoff, Reduction in Hours, and Recall**

If the Employer decides to reduce the number of employees in a given job classification, or to reduce the hours of work in a given job classification, it shall do so by laying off or reducing the number of hours by reverse job classification seniority among those working in that job



classification. "Layoff" means the elimination of all of an employee's scheduled hours of work. "Reduction of hours" means the reduction of an employee's scheduled work hours by more than five (5) hours per pay period for more than six (6) consecutive weeks. Employees on layoff shall retain accrued date-of-hire and job classification seniority but further accruals shall cease. When an employee is selected for layoff or hours reduction, the employee may bump an employee in another bargaining unit job classification having less date-of-hire seniority if the bumping employee is qualified to work in that job classification. If an employee with more job classification seniority volunteers for a layoff or reduction of hours, that employee shall be selected for the layoff or reduction of hours.

If the Employer decides a layoff is necessary, the parties will meet and confer on the effects of the layoff through the Labor Management Committee.

The Employer shall not use temporary or probationary employees or any persons outside of the bargaining unit to do bargaining unit work while any qualified employee is on layoff or reduced hours and requests work.

When the Employer determines to recall laid off employees, or to restore reduced hours, it shall do so in reverse order of layoff or hours reduction, as the case may be, provided that the employee must be qualified to perform the available work.

#### **Article 18 -- Temporary Employees**

The Employer may augment the work force with temporary employees or temporary agency personnel (a) to cover for the absence of an employee due to a leave of absence, illness, vacation, or other authorized absence, or (b) during times the Employer is attempting to recruit a new employee, or (c) for up to ninety (90) consecutive calendar days to provide assistance for special projects or during times of high work load.

#### **Article 19 -- Paid Time Off**

All employees who perform at least eighty (80) hours of work per year for the Employer are eligible to accrue and use paid time off (PTO).

PTO shall be used to cover any absence from an employee's regularly scheduled shift. PTO may be used for vacation, personal, sick, or safe time. Sick and Safe Leave is not in addition to PTO.

Employees shall request PTO by submitting a PTO Request Form from their supervisor. For foreseeable PTO, employees shall submit such a request at least seven (7) calendar days in advance. For unforeseeable PTO, employees shall make a request as soon as practicable.

All PTO requests are subject to supervisor approval, and will be considered based upon the needs of the business and other approved time off requests. PTO requests will not be unreasonably denied.

PTO accrual commences immediately upon hire. PTO accrual is based upon continuous years of service with the Employer. Changes in the PTO accrual rate occur on the first pay date after an employee's anniversary date. The PTO accrual schedule is as follows:

Years of Service	Accrual Rate (Based on hours worked, up to forty (40) hours per work week)
Start-2 Years	0.0693 hours/hour
3-4 Years	0.0808
5 Years	0.0846
6 Years	0.0885
7 Years	0.0923
8 Years	0.0962
9+ Years	0.1000

At the discretion of the Executive Director, a new hire may be placed above the first step in the PTO accrual schedule. Upon placement at a higher accrual step, the Employer agrees to notify union representatives.

Except in extraordinary circumstances, employees may not use PTO in advance of accruing it, but may request unpaid leave. Such a request shall be subject to supervisor approval, which will not be unreasonably denied. In extraordinary circumstances, and in the sole and complete discretion of the Executive Director, an employee may be permitted to use some PTO in advance.

A maximum of eighty (80) hours of PTO may be carried over from one year to the next; any additional PTO will be forfeited on December 31. In unusual circumstances, and in the sole and complete discretion of the Executive Director, an employee may be permitted to carry over additional PTO, but any PTO in excess of that amount will be forfeited on December 31.

Upon voluntary termination of employment with at least two (2) weeks' written notice, even if an employee is excused from reporting to work for all or part of the notice period, employees shall be paid for up to eighty (80) hours of accrued unused PTO; any additional PTO will be forfeited. In any other circumstance, all accrued unused PTO will be forfeited.

If an employee has more than one (1) rate of pay, their PTO hours shall be paid at the rate of the position missed.

Effective January 1, 2025, any full-time employee with at least one (1) continuous year of service with the Employer shall be provided an additional forty (40) hours of PTO for the birth or adoption of a child. Such PTO may be used to supplement an employee's short term disability insurance, if any, to equal, but not exceed, the employee's regular wages. Such PTO must be taken within one (1) year of the birth or adoption or it will be forfeited. Such PTO may only be used twice during an employee's employment with the Employer. If the employee's employment is voluntarily or involuntarily terminated before such PTO is used, it will be forfeited.

## Article 20 -- Holidays

Holiday	Date Observed
One Floating Holiday	Date chosen by Employee and Approved by Supervisor
New Year's Day	January 1
Martin Luther King Holiday	3 <sup>rd</sup> Monday in January
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Full-time employees shall receive the paid holidays listed above. Part-time employees who have regular work schedules shall receive paid holidays when the holiday occurs on a regularly scheduled work day. Such employees shall receive holiday pay based upon their regular work schedule. An employee who works, for example, ten (10) hours per day, shall receive ten (10) hours of holiday pay.

Although Indigenous Peoples' Day is not an official holiday, the Employer shall give special consideration to an employee's request to take paid time off on that day.

When New Year's Day, Independence Day, Christmas Eve, or Christmas Day falls on a Saturday, the preceding Friday shall be considered the official holiday. When those holidays fall on a Sunday, the following Monday shall be considered the official holiday. In the rare case that Christmas Eve falls on a Sunday and Christmas Day on a Monday, the preceding Friday will be granted as the paid day off for Christmas Eve.

Part-time employees who control their own work schedule shall receive prorated holiday pay based upon an eight (8) hour work day. Such an employee who works, for example, twenty-four (24) hours per week, shall receive four and eight-tenths (4.8) hours of holiday pay.

Temporary, casual, or other employees shall receive unpaid time on the holidays listed above.

## Article 21 -- Leaves of Absence

All employees shall be entitled to up to three (3) days paid leave when it is necessary to be absent on scheduled work days for a death or to arrange for, travel to, or attend the funeral or memorial service of the employee's family member. For purposes of bereavement leave, "family member" is defined as an employee's parent, legal guardian, child, grandparent, grandchild, sibling, spouse, domestic partner, fiancée, or an individual whose close association is the equivalent of a family member. There may be situations in which non-consecutive days off are

appropriate, and any request for such shall not be unreasonably denied. Additional leave or leave for an individual who is not a family member may be granted without pay on a case-by-case basis by the Executive Director. Requests for such leave shall not be unreasonably denied.

In addition to bereavement leave under this Agreement, employees may be eligible for statutory leaves of absence, including but not limited to, Bone Marrow Donation Leave, Civil Air Patrol Service Leave, Crime Victims Leave, Election Judge Leave, Jury Duty Leave, Military Leave, Military Ceremonies Leave, Military Families Leave, Political Convention Leave, Pregnancy and Parenting Leave, School Conferences and School-Related Activities Leave, Sick and Safe Leave, and Voting Leave. When required or permitted by the applicable statute, the Employer may require an employee to use PTO concurrently with any statutory leave. Sick and Safe Leave is not in addition to PTO.

Unpaid leaves of absence for other purposes may be granted in the discretion of the Employer. Requests must be submitted to the Executive Director in writing.

When permitted by law, an employee on a leave of absence shall be responsible for payment of any insurance premiums.

Both date-of-hire seniority and job classification seniority shall accrue during a leave of absence of ninety (90) calendar days or less, but not thereafter.

The Employer may replace any employee who is on a leave of absence on a temporary basis. The Employer shall have the right to select the employee who will replace the employee on leave. If, the employee who is chosen for the temporary assignment is a bargaining unit employee, they will be paid the higher rate of pay, but will not be paid both rates of pay.

#### **Article 22 -- Closure Due to Weather**

The Executive Director shall determine when the Employer closes due to weather. When this occurs before the workday begins, the Executive Director shall contact all employees by email before the office is scheduled to open. Every effort will also be made to notify WDIO that the Employer is closed for the day. The day will be a paid day off. When this occurs during the workday, the Executive Director shall announce that the Employer is closing at a specific time. From that time until 4:00 p.m., shall be paid time off. If an employee does not receive notice from the Executive Director, the employee must assume the office is open.

If an employee feels they cannot travel to the office or feels they must leave work early due to weather, they must discuss the situation with their supervisor and, if the supervisor approves the absence, may use PTO to cover the missed hours, or may take the hours without pay. Employees are not required to be at work if the office is closed. Any absence due to office closure for weather is excused for all employees.

#### **Article 23 -- Resignations**

An employee voluntarily terminating employment shall give the Employer at least two (2)

weeks' advance notice of such termination. Failure to do so shall result in forfeiture of pay for accrued but unused paid time off and forfeiture of the opportunity to be rehired. Notwithstanding the foregoing, the Employer may excuse the employee from reporting to work for all or part of the notice period, with pay. No paid time off may be taken during the notice period unless such time off is approved by the Employer.

#### **Article 24 -- Discipline and Discharge**

The Employer shall not discipline, suspend, or discharge an employee without just cause and unless progressive discipline steps have been followed. The typical steps are a verbal warning, a written warning, suspension, and discharge, although different steps may be used, depending on the circumstances. Notwithstanding the foregoing, the Employer may bypass one or more steps of progressive discipline in cases of serious misconduct, including, but not limited to, discrimination or harassment, violation of the drug and alcohol policy, violation of the handgun and firearm policy, theft, fighting, assault, falsification of any business record, and intentional property damage. When appropriate, the Employer may also repeat steps.

An employee shall be permitted the opportunity to have a steward or Union representative present at any meeting with the Employer which may result in discipline, including discharge.

The discussion of work performance issues will be held privately and handled in a professional manner.

Notice of discipline, including discharge, shall be in writing and shall be read and acknowledged by signature of the employee. The employee signature acknowledges receipt of the notice but does not imply agreement with the substance of the notice or waive Union rights. Notices shall be sent to the Union steward(s).

Upon request, employees will receive a copy of their personnel file in accordance with applicable law.

#### **Article 25 -- No Call, No Show**

If an employee fails to report for work for three (3) shifts during any twelve (12) month period without notifying the Employer, the employee shall be deemed to have voluntarily resigned. However, if within one (1) week of any such absence the employee provides proof that the absence and the inability to notify the Employer were caused by an act of God, this Article shall not apply. This Article shall not be construed as permitting any unauthorized absences or tardiness.

#### **Article 26 -- Fitness-for-Duty Examinations**

The Employer shall have the right, at its expense, to require an employee to undergo a physical or mental examination to determine the employee's fitness for duty. The Employer shall invoke this right only if there are reasonable grounds to question the employee's fitness for duty. The employee shall sign whatever releases or authorizations the examiner may require to permit the examiner to report all findings and opinions as to the employee's fitness for duty to the

Employer.

### **Article 27 -- Drug and Alcohol Policy and Testing**

No employee shall use, sell, solicit, possess, or transfer illegal drugs 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 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 or alcohol. No employee shall use, sell, possess, transfer, or be impaired by cannabis, including cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products, and medical cannabis, during working hours, on any Employer premises (including parking lots), or while operating any Employer vehicle, machinery, or equipment at any time.

The Employer may conduct drug and alcohol testing of employees according to the provisions of the Minnesota Drug and Alcohol Testing in the Workplace Act.

### **Article 28 -- Handgun and Firearm Policy**

No employee shall use or possess a handgun or firearm while on duty, while on Employer property, or while in an Employer vehicle. An employee may possess a handgun or firearm in Employer parking facilities and areas, but only to the extent allowed by the Minnesota Citizen's Personal Protection Act of 2003.

### **Article 29 -- Grievance Procedure**

Every employee shall have the right to present their grievance to the Employer free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented at all stages thereof.

A grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

**Step One:** The employee, with or without representation, shall attempt to resolve the grievance with their immediate supervisor. Any grievance resolved at this step of the procedure shall be without precedent to either party. The supervisor will give the employee a written response to the grievance within five (5) working days following its presentation. If the grievance is unresolved, it may be appealed to Step Two of the procedure.

**Step Two:** The grievance must be reduced to writing (setting forth the facts, the specific provision of the Agreement allegedly violated, and the particular relief sought) and presented to the Executive Director within fifteen (15) working days following the supervisor's answer at Step One of the procedure. The Employer shall arrange a meeting within ten (10) working days following receipt of the written grievance between the employee, a steward, and the Employer.

The Employer will respond to the grievance in writing within five (5) working days following the conclusion of the Second Step meeting. If the grievance remains unresolved, the employee may appeal to Step Three of the grievance procedure within ten (10) working days following the receipt of the Step Two answer.

Step Three: A committee of the Board of Directors shall schedule a meeting to occur within fifteen (15) working days of receipt of an employee's Step Two appeal. The employee and their Union representatives and the Executive Director may present all pertinent evidence to the Executive Committee to substantiate their respective positions. The Executive Committee shall attempt to resolve the grievance and shall give the employee their written answer to the grievance within fifteen (15) working days following the conclusion of the Step Three meeting. If the grievance remains unresolved, the employee may appeal to Step Four of the grievance procedure.

Step Four: Within ten (10) working days after the Executive Committee's written decision in Step Three, the parties may mutually agree to defer the grievance to mediation with a mediator from the Federal Mediation and Conciliation Service. The mediation shall be conducted within sixty (60) calendar days following receipt of the Step Three answer.

Step Five: If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within fifteen (15) working days after the Executive Committee's written decision at Step Three, or within fifteen (15) working days after mediation, whichever is later. The parties shall request from the Federal Mediation and Conciliation Service a list of the names of seven (7) potential arbitrators. The Employer and the Union shall select the arbitrator by alternately striking names from the list until one (1) name remains. The striking order shall be decided by the flip of a coin. Each party shall bear the expense of preparing and presenting its own case. The arbitrator's fee and expenses and cost of any hearing room jointly selected shall be shared equally by both parties.

The arbitrator shall have jurisdiction only over grievances which may arise between the parties concerning the application or interpretation of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

The decision of the arbitrator shall be final and binding upon the Employer, the Union, the grievant (and all other employees, if applicable).

In computing any period of time under this grievance procedure, the date from which the designated period of time begins to run shall not be included. The last day of the period shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

A grievance shall be considered resolved on the basis of the last answer of the Employer if not timely advanced to the next step by the Union.

The time limits set forth in this Article shall be absolutely mandatory and failure to comply with those time limits will mean the grievance is void and no consideration will be given to it. Any time limit in this Article may be extended only by mutual written agreement. An oral

agreement to extend a time limit promptly followed by a confirming letter, fax, or email from one party to the other shall suffice.

### **Article 30 -- No Strike, No Lockout**

During the term of this Agreement, no employee shall engage in any strike, sympathy strike, sit down, sit in, slowdown, cessation of work, stoppage of work, interruption of work, picketing of any kind, or boycott. The failure or refusal on the part of any employee to comply with the provisions of this Article shall constitute just cause for discipline, up to and including discharge, by the Employer. During the term of this Agreement, the Employer shall not lock out the employees. The provisions of this Article shall be absolute, and shall apply regardless of whether the dispute is subject to the grievance and arbitration procedure under this Agreement.

### **Article 31 -- Labor Management Committee**

A committee composed of no more than three (3) bargaining unit members and one (1) Union representative and up to four (4) Employer representatives shall be established for purposes of discussion of problems arising under the terms and conditions of this Agreement. The size of the committee may be increased or decreased by mutual agreement of the parties. Such committee shall meet quarterly, unless mutually agreed otherwise. This language does not preclude the use of the normal grievance procedure contained in Article 29.

### **Article 32 -- Union Activity and Representation**

Upon reasonable notice to the Employer, Union stewards shall be granted a reasonable time, without loss of pay, during work hours for the purposes of meeting with the Employer to represent employees during investigation meetings, disciplinary meetings, and grievance meetings.

Employees may request time off for the purposes of Union leave through the usual processes of requesting time off. The Employer may approve or deny such requests. The Employer shall not be responsible for any of the employees' wages during an approved Union leave; however, for up to thirty (30) days of such leave, the employees' seniority for all purposes will continue to accrue as if the employee was working.

Union members will be paid their regular rate of pay for participation in Labor Management Committee meetings.

The Employer shall provide the Union with notice of all new hires, and will work with the Union to schedule meetings with all new hires within thirty (30) days of their first day of work. The Employer shall provide all new hires with a copy of this Agreement on or before their first day of work.

The duly authorized representative of the Union shall be permitted reasonable access to the Employer's main office, provided the conduct of the representative does not interfere with the operation of the Employer's business, and provided that meetings with employees do not disrupt



the normal flow of work. Whenever possible, the Union representative will provide the Employer with advance notice of any such visit. If advance notice is not possible, the Union representative will check in with the Executive Director or a supervisor upon arrival at the office.

### **Article 33 -- Safety**

The Employer shall provide a safe work environment for all employees and shall provide appropriate safety training to all employees. Any unsafe conditions reported to the Employer shall be reviewed and any follow-up taken shall be shared with employees. The parties agree to meet when unique safety concerns are raised by either party.

### **Article 34 -- Medical Insurance**

During the term of this Agreement, the Employer will make available to eligible employees covered by this Agreement at least one (1) health insurance plan that includes at least single and family coverage. The employee's contribution toward the premium for such plan will not exceed Seventy Dollars (\$70.00) per month. In order to participate in such plan, employees must satisfy the eligibility requirements of the plan. Insofar as possible, all the terms of the plan as it exists and is amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the plan that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to change the plan referred to in this Article, before doing so, the Employer agrees to provide employees with information regarding the changes.

### **Article 35 -- Dental Insurance**

During the term of this Agreement, the Employer will make available to eligible employees covered by this Agreement the dental insurance benefit plan that it provides to employees not covered by this Agreement. Single coverage will be provided at no cost to the employee, and other coverage will be provided at the employee's cost. In order to participate in such plan, employees must satisfy the eligibility requirements of the plan. Insofar as possible, all the terms of the plan as it exists and is amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the plan that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to change the plan referred to in this Article, before doing so, the Employer agrees to provide employees with information regarding the changes.

### **Article 36 -- Vision Insurance**

During the term of this Agreement, the Employer will make available to eligible employees covered by this Agreement the vision insurance benefit plan that it provides to employees not covered by this Agreement. Single coverage will be provided at no cost to the employee, and other

coverage will be provided at the employee's cost. In order to participate in such plan, employees must satisfy the eligibility requirements of the plan. Insofar as possible, all the terms of the plan as it exists and is amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the plan that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to change the plan referred to in this Article, before doing so, the Employer agrees to provide employees with information regarding the changes.

### **Article 37 -- Life Insurance**

During the term of this Agreement, the Employer will make available to eligible employees covered by this Agreement the life insurance that it provides to employees not covered by this Agreement. The Employer will pay for a policy equivalent to an employee's annual wage (based upon their regular work schedule), payable to a designated beneficiary upon the death of the employee. In order to participate in such policy, employees must satisfy the eligibility requirements of the policy. Insofar as possible, all the terms of the policy as it exists and is amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the policy that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to change the policy referred to in this Article, before doing so, the Employer agrees to provide employees with information regarding the changes.

### **Article 38 -- Short Term Disability Insurance**

During the term of this Agreement, the Employer will make available to eligible employees covered by this Agreement the short term disability insurance that it may provide to employees not covered by this Agreement. Such insurance will be provided at no cost to the employee. In order to participate in such plan, employees must satisfy the eligibility requirements of the plan. Insofar as possible, all the terms of the plan as it exists and is amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the plan that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the plan referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

### **Article 39 -- Long Term Disability Insurance**

During the term of this Agreement, the Employer will make available to eligible employees covered by this Agreement the long term disability insurance that it may provide to employees not covered by this Agreement. Such insurance will be provided at no cost to the employee. In order

to participate in such plan, employees must satisfy the eligibility requirements of the plan. Insofar as possible, all the terms of the plan as it exists and is amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the plan that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the plan referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

#### **Article 40 -- Supplemental Insurance**

During the term of this Agreement, the Employer will make available to eligible employees covered by this Agreement the voluntary supplemental insurance plans that it may provide to employees not covered by this Agreement. Such plans will be at the employee's cost. In order to participate in such plans, employees must satisfy the eligibility requirements of those plans. Insofar as possible, all the terms of plans as they exist and are amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the plans that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the plans referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such plan elimination.

#### **Article 41 -- Retirement**

During the term of this Agreement, the Employer will make available to eligible employees covered by this Agreement the 403(b) plan that it provides to employees not covered by this Agreement and will match an employee's contribution, up to a maximum of five percent (5.0%) of the employee's pay, after one (1) year of employment and the completion of one thousand (1,000) work hours, in accordance with the plan's requirements. In order to participate in such plan, employees must satisfy the eligibility requirements of the plan. Insofar as possible, all the terms of the plan as they exist and are amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the plan that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to change the plan referred to in this Article, before doing so, the Employer agrees to provide employees with information regarding the changes.

#### **Article 42 -- Employee Assistance Program**

During the term of this Agreement, the Employer will make available to eligible employees covered by this Agreement the employee assistance program that it may provide to employees not covered by this Agreement. Such program will be provided at no cost to the employee. In order to participate in such program, employees must satisfy the eligibility requirements of the program.

Insofar as possible, all the terms of the program as it exists and is amended from time to time for employees not covered by this Agreement shall be applied to the employees covered by this Agreement. The Union agrees and acknowledges that the Employer may, in its sole discretion, automatically and unilaterally apply to employees covered by this Agreement any changes in the terms of the program that are applied to employees not covered by this Agreement during the term of this Agreement. Should the Employer choose to eliminate the program referred to in this Article, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such program elimination.

#### **Article 43 -- Benefit Eligibility**

For all of the insurance benefits in Articles 34-40, "eligible employees" are employees who are regularly scheduled to work at least thirty-two (32) hours per workweek. For the retirement benefit in Article 41, "eligible employees" are employees who are regularly scheduled to work at least twenty (20) hours per workweek. For the employee assistance program benefit in Article 42, all employees are "eligible employees".

#### **Article 44 -- Benefit Plans and Policies**

For all of the insurance benefits, the retirement benefit, and the employee assistance program benefit mentioned in this Agreement, it is the parties' intent that the provisions of this Agreement be consistent with the provisions of the policies, plan, and program, and this Agreement shall be interpreted accordingly. But in the event of any inconsistency, the provisions of the policies, plan, and program, as amended, shall control.

#### **Article 45 -- Notices**

Any written notice required or permitted under this Agreement to be given by one party to the other may be given by first class, certified, or registered U. S. Mail, personal delivery, fax, or email.

#### **Article 46 -- Draftsmanship and Proposals**

Both parties contributed equally to the drafting of this Agreement. No part of this Agreement shall be construed against either party on grounds of draftsmanship. No proposal made and then modified or withdrawn by a party during the negotiations for this Agreement or for any prior agreement may be cited by either party in any grievance, arbitration, or litigation related to this Agreement or to any prior agreement.

#### **Article 47 -- Savings and Separability**

If any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of applicable law, now existing or hereinafter enacted, such invalidation or unenforceability shall not affect any other part of this Agreement. The parties shall meet and negotiate over any language found to be invalid or unenforceable.

**Article 48 -- Term**

This Agreement shall remain in full force and effect for a period commencing \_\_\_\_\_ through \_\_\_\_\_, 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 sixty (60) calendar 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.

**COMMUNITY ACTION DULUTH**



Dated: 5/17/24

**AFSCME COUNCIL 5, LOCAL \_\_\_\_\_**



Union Representative

Dated: 6/8/24

## APPENDIX A

### Wages

	Starting Wage 05/31/2024 Pay Date	Starting Wage 05/30/2025 Pay Date
Stream Corps	\$20.50	\$20.65
Construction	\$20.50	\$20.65
Education	\$20.00	\$20.15
MFIP	\$19.00	\$19.20
Tax	\$19.00	\$19.20
Benefits	\$19.00	\$19.20
Food Justice		
/Seeds of Success	\$19.00	\$19.20
Homebuyer	\$19.00	\$19.20
Transportation	\$19.00	\$19.20
Outreach	\$19.00	\$19.20
Operations/Office	\$18.00	\$19.00

A new hire having relevant, verified prior experience may be paid at a starting wage greater than the starting wage provided by this Agreement, but not more than the wage of any current employee in the same job classification.

A new hire having a required professional license and/or certification may be paid at a starting wage greater than the starting wage provided by this Agreement. Upon completion of a professional license and/or certification required for a position, an employee shall receive a wage increase in an amount determined by the Employer. A required professional license and/or certification is one that is required by a grant or applicable law.

All bargaining unit employees employed on the ratification date of the 2024-2026 Agreement shall receive the new starting wage (if higher than their current wage) and a two and one quarter percent (2.25%) increase, effective on the May 31, 2024 pay date.

All bargaining unit employees shall receive between a two and one half percent (2.50%) and a three and one half percent (3.5%) wage increase, effective on the May 30, 2025 pay date.

### Longevity

Longevity pay is based upon continuous years of service with the Employer. Longevity pay is added to an employee's regular wage, effective the first pay date after their anniversary date.

After the completion of 2 continuous years of service	\$0.25
After the completion of 4 continuous years of service	\$0.30

Longevity increases shall not be cumulative. [Example: An employee who has completed 6 continuous years of service shall receive \$0.30, not \$0.55.]

**MEMORANDUM OF UNDERSTANDING**

During collective bargaining concluding in \_\_\_\_, 2024, the parties agreed as follows:

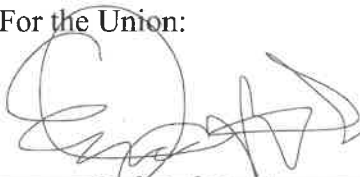
The Employer will continue to provide family dental insurance coverage to Elizabeth Ream, Tara Wieland, and LaDeja Richmond at no cost to them so long as they continue to elect such coverage.

This Memorandum shall be attached to and considered part of the parties' collective bargaining agreement.

For the Employer:

  
Dated: 7/3/24

For the Union:

  
Dated: 6/8/24