

Collective Bargaining Agreement

between

Spirit Mountain Recreation Area Authority

and

AFSCME Council 5, Local 66

July 1, 2019 to June 30, 2022

Index

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Recognition	1
2	Dues Checkoff	1
3	Management Rights	1
4	Savings Clause	2
5	Hours of Work	2
6	Seniority	3
7	Probation	4
8	New Jobs, Vacancies, Promotion, Transfers	5
9	Layoff and Recall	5
10	Discipline, Suspension and Discharge	7
11	Service Rating	8
12	Coffee and Lunch Breaks	8
13	Insurance	9
14	Holidays	9
15	Vacation	10
16	Sick Leave	11
17	Leaves of Absence	13
18	Resignations	13
19	Retirement, Termination Pay	13
20	Workers Compensation	14
21	Pay Periods	14

22	Wages	14
23	Overtime, Training	15
24	Availability Sheet	16
25	Grievance Procedure	16
26	Safety and Reporting of Injury	17
27	Tools and Tool Replacement	17
28	Uniforms, Cold Weather Clothing	17
29	Use of Vehicles	18
30	Passes	18
31	Organizational Chart	18
32	Union Activity, Access to Premises	19
33	Labor/Management Committee	19
34	Term of Agreement	19
35	Drug and Alcohol Testing	20
36	Longevity	20
37	Definitions	20
38	Side Deals	21
39.	Orientation	21
40.	Cellular Phones	21
	Attachment A – Starting Wages	23

PREAMBLE

The Spirit Mountain Recreation Area Authority, hereinafter referred to as the Authority, or through its duly authorized representatives, and AFSCME Council 5, Local 66, hereinafter referred to as the Union, represented by Minnesota Arrowhead District Council 96, representing employees covered by this Agreement, do hereby reach an understanding for the purpose of promoting the general efficiency of the jurisdiction of the Authority, to enhance the material and working conditions from hiring and promoting policies, and to promote the morale, well-being and security of the employees.

This Agreement was adopted by the Authority and the Union on the date of execution of this Agreement as shown below, with the effective date for the beginning of wages available under this Agreement being January 1, 2020.

ARTICLE 1-RECOGNITION

The Authority recognizes the Union as the certified exclusive bargaining representative for collective bargaining purposes for all employees determined to be in the bargaining unit by the Bureau of Mediation Services and defined as public employees by Minnesota Statutes, Chapter 179A (PELRA). It is further agreed that all supervisory, confidential, food and beverage, and Mountain Villa employees shall be excluded from the bargaining unit.

The Authority or its representatives shall not enter into any agreements or bargain individually which in any way conflicts with the terms of this Agreement or state law.

Food and beverage employees may sell summer activity tickets at the Grand Avenue Riverside location during the summer season.

ARTICLE 2-DUES CHECKOFF

The Authority shall make deductions in an amount sufficient to provide the payment of regular dues and assessments established by the Union from the wages of all employees covered by this Agreement upon presentation by the Union of certification by the proper Union representative of the names of Union members who have elected to remit such deductions to the appropriate officer designated by the Union. Any present or future employee covered by this Agreement shall have the option of paying the Union each month regular dues and assessments through a payroll deduction at a rate as set forth by the Union, payable to the Union as a contribution toward administration of this Agreement.

ARTICLE 3-MANAGEMENT RIGHTS

The Authority and the Union recognize and agree that except as expressly modified in this Agreement, the Authority has and retains all rights and authority necessary for it to direct and administer the affairs of the Authority and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes, 179A.07, Subdivision 1; the right to direct the working forces, to plan, direct and control all the

operations of the Authority; to determine the methods, means, organization and number of personnel by which such operation and services are to be conducted; to contract for services; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities; and any matters of inherent management policy, including, but not limited to, such areas of discretion or policy as the functions and programs of the Authority, its overall budget, utilization of technology, the organizational structure, selections of personnel, and direction.

ARTICLE 4-SAVINGS CLAUSE

This Agreement is subject to the laws of the United States and the State of Minnesota, and the Charter of the City of Duluth. In the event any provision of this Agreement shall be held to be contrary to such laws by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 5-HOURS OF WORK

Section 1. The Authority shall have the right to establish and change schedules, including but not limited to work shift start and stop times, the number of shifts per week, and the days of the week on which shifts are worked. If the Authority changes a schedule, the revised schedule shall be posted two (2) full weeks (when possible) before the changes are to take effect. During the first seven (7) days after a revised schedule is posted, qualified employees in the affected job classification not already listed on the revised schedule may bid on the changed schedule. Any further changes in staffing on the revised schedule shall be awarded based on seniority among the qualified bidders and must be approved by the Authority. This posting and bidding process does not apply to the circumstances described in section 2 of this Article or to the circumstances covered by Article 9 (Layoff and Recall) or to the provisions of Article 23, Section 5 (offering of scheduled and unscheduled overtime).

Section 2. An employee who is scheduled to work and reports to work as scheduled will receive a minimum of two (2) hours pay if no work is assigned to him/her within their job classification. An employee shall not be entitled to pay if he/she has been notified not less than two (2) hours before the scheduled starting time that there will be no work available. Due to weather conditions, equipment malfunction, lack of business or customers, or other legitimate business reasons, the Executive Director may reduce the number of employees for that day, upon giving employees one-half (1/2) hour notice. The employees will receive pay only for the hours they worked that day but shall be paid for a minimum of two (2) hours.

Section 3. Employees who are scheduled to work weekends during November 1 through March 31 shall receive two (2) weekends off during that time with the approval of the Executive Director. Employees who are scheduled to work weekends during May 1 through October 1 shall receive two (2) weekends off during that time with the approval of the Executive Director.

Section 4. The work schedule shall be posted fourteen (14) days prior to the first work day covered by the schedule. A posted schedule may not be changed unless due to circumstances not foreseen at the time the schedule was posted. Examples of unforeseen circumstances include, but are not limited to, weather, equipment problems, and employee absences.

Section 5. No employee may switch shifts, substitute personnel or change the schedule without the approval of his/her supervisor. A requested switch or substitution may be denied, among other reasons, if it would: (i) place any employee into overtime; (ii) place an employee in a position for which he/she has not been trained or authorized to work; or (iii) create a potential hazard to guests, employees and/or the business.

ARTICLE 6-SENIORITY

Section 1. Seniority: Seniority shall consist of the continuous uninterrupted accumulation of services with the Authority in bargaining unit job classifications. Except as provided in Section 5, seniority shall not be lost due to absence by illness, authorized leaves (filed in writing) or temporary layoffs that may occur for whatever reason.

Section 2. Seniority List: A seniority list with positions, total seniority, and job classification seniority shall be initially established and brought up to date as of the first of June of each year, and a copy sent to the Union for review and from year to year thereafter.

Section 3. Job classification seniority defined: For the purpose of assigning overtime shifts, vacation and holidays, etc. the employee with the most seniority shall have first selection in the job classification in which the employee is working.

Section 4. Breaking ties: In case of ties in seniority, the most senior will be determined by the flip of a coin if two people involved and by the cut of the cards if more than two people are involved. The tie-breaking determination shall be made before the issuance of the next seniority list and the Union and affected employees shall immediately be notified of the results.

Section 5. Seniority shall be lost in any of the following circumstances:

- a) Discharge for just cause;
- b) A quit or resignation;
- c) Whenever some other provision of this Agreement expressly provides for a loss of seniority in a particular circumstance;
- d) Continuous layoff of greater than twelve (12) months;
- e) Retirement;
- f) Failure of the employee to return to work from a leave of absence of any kind;

- g) Engaging in new employment without the Authority's permission while on a leave of absence;
- h) Failure to apply for work within the statutory time limit, or within seven (7) business days, whichever is longer, following completion of a military leave of absence;
- i) Continuous absence from work of greater than twelve (12) months in any circumstance not otherwise addressed in this Agreement.

ARTICLE 7-PROBATION

Section 1. All newly hired employees shall serve an initial probation period of one thousand and forty (1,040) hours worked or one (1) calendar year, whichever is less. By written agreement between the Authority and the Union during the initial probation period, the initial probation period may be extended once by an additional one hundred and seventy-three (173) hours worked. Probationary time, whether initial or extended, shall carry over from year to year on any layoff list. Probation shall begin on the employee's first day of employment.

- a) Employees on probation shall be entitled to the following contract benefits: (a) Ski passes as stated in Article 30, (b) Lunches, breaks and meal discounts as stated in Article 12.
- b) Sick Leave: Employees on probation shall earn sick leave as stated in Article 16; however, the use of sick leave shall not be allowed until the employee has completed his/her probation period.

Section 2. Individuals hired into positions in the job classifications listed in Attachment A shall be in the bargaining unit and begin serving their probationary period on their first day of employment.

Section 3. Individuals must be public employees, as defined in PELRA, in order to be in the bargaining unit. In accordance with PELRA, individuals hired into positions in the job classifications listed in Attachment A who work in a position for more than sixty-seven (67) days shall be deemed to have been placed on probation on their first day of employment.

Section 4. If an employee has been temporarily laid off, or demoted, without fault on his/her part, and has completed his/her probationary period, the employee shall not be required to serve a second probationary period.

Section 5. The Executive Director may, at any time before the expiration of the probationary period fixed as above, reject a probationary employee provided that he/she shall forthwith report to the employee and the Union in writing each rejection on probation, stating the date the rejection becomes effective and the reasons for the rejection. Rejections of probationary employees shall not be considered a violation of this Agreement and may not be grieved or arbitrated.

Section 6. Any probationary employee rejected as provided in the preceding section shall be considered permanently separated from the position he/she had held, provided that an employee promoted and then rejected during the probation period shall have the right to return to the position from which he/she was promoted, provided the position is still vacant.

ARTICLE 8-NEW JOBS-VACANCIES-PROMOTION-TRANSFERS

Section 1. Any new bargaining unit job classification or vacancy shall be posted on the central bulletin board announcing the job classification or vacancy. The job classification or vacancy may be posted and advertised internally and externally simultaneously; however, external candidates may not be hired until the posting closes and all qualified bargaining unit employees who have bid upon the vacancy have been considered. If the job classification or vacancy is not bid upon (by signing in the Human Resources Office) within seven (7) days of the time posted, new help may be hired to fill the job classification or vacancy permanently; provided, however, that the Authority has the right to temporarily appoint or hire an employee to said position for the posting period.

Section 2. The most senior employee bidding on a new job classification or vacancy for a position covered by this Agreement will have preference for the position provided he/she is qualified for the position in the judgment of the Executive Director. If the Executive Director deems that the most senior employee bidder has the necessary qualifications for the new or vacant position, the Executive Director shall have ten (10) calendar days to determine whether the employee bidder is capable of performing the duties of the position. Sick leave and vacation days shall not be counted toward the ten (10) days. If the Executive Director determines that a reassigned employee is not capable of performing the duties of the position, or if the employee is dissatisfied with the position during the ten (10) day period, as stated above, and the employee is removed from the position, such employee will have the opportunity to return to his/her former position. If the Executive Director determines that an employee bidder is not qualified or that a reassigned employee is not capable of performing the duties of the position, the employee may request a meet and confer meeting with the Authority. The meeting shall be held within ten (10) days of the request and shall require Union representation.

Section 3. When an employee is promoted, or transferred into a job classification in a higher pay range, his or her wage shall be increased to the greater of: (a) the employee's wage plus one percent (1.0%), or (b) the wage then being paid to any employee in the same job classification having similar seniority.

Section 4. Any new non-bargaining unit job classification or vacancy (other than positions hired by the Board of Directors) shall be posted on the central bulletin board for five (5) days announcing the job classification or vacancy. Bargaining unit employees may apply, but they shall have no preference based on seniority, qualifications, or otherwise, and the Authority may hire any internal or external applicant it chooses in its sole discretion; or, the Authority may elect in its sole discretion to hire no one.

ARTICLE 9-LAYOFF AND RECALL

Section 1. Layoffs and hours reductions shall be according to seniority within the affected job

classification, with the last person hired into the job classification to be the first to be laid off or to have hours reduced; provided, however, that employees to be laid off or to have their hours reduced may be reassigned if qualified in the judgment of the Executive Director for the position available. If the Executive Director deems that the employee has the necessary qualifications for an available position, the Executive Director shall have ten (10) calendar days to determine whether the reassigned employee is capable of performing the duties of the new position in a satisfactory manner.

Leaves of absence, including sick leave and vacation days, shall not be counted toward the ten (10) days. If the Executive Director determines that a reassigned employee is not capable of performing the duties of the new position, or if the employee is dissatisfied with the new position during the ten (10) day period and the employee is removed from the position, such employee shall revert to his/her position in the recall list.

If the Executive Director determines that an employee is not qualified or that a reassigned employee is not capable of performing the duties of the position, the employee may request a meet and confer meeting with the Authority. The meeting shall be held within ten (10) days of the request and shall require Union representation. During any layoff, all temporary employees shall be laid off first.

Non-temporary employees who are scheduled to be laid off shall first be offered all temporary positions available within the bargaining unit for which they are qualified and shall have the option, if qualified, to accept a temporary position.

Temporary employees shall be reduced in hours before any bargaining unit employees. Reverse seniority within the affected job classification shall be used to determine the order in which bargaining unit employees are reduced in hours each day.

Section 2. When it becomes necessary to recall employees from a layoff or from reduced hours, employees shall be rehired or restored in reverse order of layoff or hours reduction by overall seniority within the affected job classification; provided, however, that employees may in the discretion of the Authority be temporarily rehired in a different bargaining unit job classification from their own if qualified in the judgment of the Executive Director for the position available. If the Executive Director deems that the employee has the necessary qualifications for the new position, the Executive Director shall have ten (10) calendar days to determine whether the reassigned employee is capable of performing the duties of the new position in a satisfactory manner. Leaves of absence, including sick leave and vacation days, shall not be counted toward the ten (10) days. If the Executive Director determines that the employee is not capable of performing the duties of the new position during the ten (10) day period and the employee is removed from the position, such employee shall revert to his/her position on the recall list. If the Executive Director determines that an employee is not qualified or that a reassigned employee is not capable of performing the duties of the position, the employee may request a meet and confer meeting with the Authority. The meeting shall be held within ten (10) days of the request and shall require Union representation. Recalled employees working temporarily in a bargaining unit job classification other than their own shall return immediately to their prior position when that position becomes available. All non-temporary employees covered by this section shall be recalled from the recall list before temporary employees are hired for bargaining unit positions, unless

it is necessary to fill a temporary position in a job classification for which there are no employees on the recall list and there are no qualified or willing employees in another job classification to take the temporary position.

Section 3. During the initial startup of the operating seasons, the Authority shall have the right to hire and train new employees for positions with the Authority before recalling all laid off and hours-reduced bargaining unit employees.

Section 4. If an employee on the recall list is offered a position in his/her job classification, regardless of shift, thirty-two (32) hours or more per week and turns it down, that employee shall be removed from the recall list and a new employee hired.

Section 5. The employee and the Union shall be notified at least five (5) days in advance of any contemplated layoff. The employee and the Union shall be notified at least seven (7) days prior to any recall. The recall notice shall include the position title and rate of pay.

The employee shall respond in writing (including by email), to the designated management agent or to the Executive Director within fifteen (15) days of receiving a recall notice. Employees who fail to respond within the specified timeframe shall be deemed to have voluntarily quit.

Section 6. If an employee's job classification has been abolished or merged into another job classification such employee shall be offered a position, by seniority, in another job classification, provided the employee is qualified to perform the work in another job classification and a position is available. If the employee does not accept such assignment, that employee shall be deemed to have voluntarily quit. All employee responses must be made within fifteen (15) days after receipt of the notice of recall or changed job assignment or such employee's name shall be removed from the seniority list.

Section 7. An employee may not utilize accumulated vacation time to cover time lost due to what is expected to be a temporary layoff. There shall be no cash out of accumulated vacation time at the time a temporary layoff is implemented or during the temporary layoff. An employee may not utilize accumulated vacation time to cover time lost due to a reduction in hours. There shall be no cash out of accumulated vacation time due to the hours reduction.

Section 8. Notwithstanding any other language in this Article, a full-time employee regularly scheduled to work forty (40) hours per week may not have his or her hours reduced under this Article below thirty-two (32) hours per week without notice to the employee. A part-time employee regularly scheduled to work less than forty (40) hours per week may not have his or her hours reduced under this Article below sixteen (16) hours per week without notice to the employee.

ARTICLE 10-DISCIPLINE-SUSPENSION AND DISCHARGE

Section 1. After an employee has successfully completed probation, disciplinary action may be imposed only for just cause. Disciplinary action shall include any of the following:

verbal reprimand
written reprimand
suspension
discharge.

Any suspension or discharge shall be preceded by a written warning except in the case of serious misconduct, a serious safety violation, or during a pending investigation. Disciplinary action may be grieved by the employee through the regular grievance procedure as provided in this Agreement.

Section 2. An employee shall be given the opportunity to have a Union representative present at any questioning during an investigation that may lead to disciplinary action against the employee.

Section 3. If a supervisor has reason to reprimand an employee orally, it shall be done in a manner that will not embarrass the employee before other employees or the public. If the supervisor desires to issue a written reprimand to an employee for a violation of a regulation or instruction of the Authority, or deficiencies in his/her work performance, the written statement shall be placed in the employee's personnel file, with a copy to the employee.

Section 4. In case the Executive Director suspends or discharges any employee, he/she shall forthwith give written notice to the suspended or discharged employee and to the Union stating the reason for the suspension and the duration thereof, or the reason for the discharge. Such notice shall advise the employee that he/she may grieve pursuant to Article 25 if he/she disagrees with the action of the Executive Director.

Section 5. Upon written request, each employee shall be furnished with a copy (paper or digital) of his/her personnel file and shall be permitted to respond to any adverse information in the file. The file shall also be disclosed to the employee's Union representative within ten (10) days following the written request of the employee.

ARTICLE 11-SERVICE RATING

Section 1. The Authority may establish a performance evaluation system for the employees. If the Authority does so, performance evaluations shall be in writing, with a copy to the employee and a copy to the employee's personnel file.

ARTICLE 12-COFFEE AND LUNCH BREAKS

Section 1. All employees working a shift of at least five (5) hours shall be provided a minimum thirty (30) minute unpaid lunch period whenever possible. The lunch period shall be scheduled at the middle of the shift whenever possible. If it is not possible to give the employee an unpaid lunch period, the employee shall be given the opportunity to eat in their work area during a paid lunch period.

Section 2. All employees shall be provided a minimum thirty (30) minute unpaid lunch period whenever possible. The lunch period shall be scheduled at the middle of the shift whenever

possible. If it is not possible to give the employee an unpaid lunch period, the employee shall be given the opportunity to eat in their work area during a paid lunch period.

Section 3. Lift Operators will be provided one (1) fifteen (15) minute paid rest period during each four (4) hour shift. Lift Operators will be provided with reasonable bathroom facilities which will be available for their use during their paid rest periods. These rest periods will be scheduled at the discretion of the supervisor or at the request of the employee with the supervisor's permission.

Section 4. Meals. Employees shall receive a 30% discount on food purchased at the Café, Moosehead Bar & Grill or Riverside Bar & Grill.

ARTICLE 13-INSURANCE

Section 1. The Authority agrees to provide all non-probationary employees, who work at least thirty (30) hours per week, the same health, dental, life, long-term disability, and all voluntary insurance options available to Administrative employees. Insurances shall become effective the first day of the month following completion of probation, unless the Affordable Care Act requires an earlier effective date for health insurance. The Authority, in accordance with the Affordable Care Act, shall review the look back period to determine whether the employee has met the 30-hour requirement for purposes of health insurance.

Section 2. The Authority agrees to contribute towards the listed insurances for eligible bargaining unit employees at the same rate as it does for Administrative employees, except as follows with respect to health insurance:

All Employees, Single Coverage:

Monthly Premiums

Effective 12/1/2019	Employee: 25%
	Employer: 75%

All Employees, Dependent Coverage:

Monthly Premiums

Effective 12/1/2019	Employee: 100%
	Employer: 0%

All employee single and dependent premium payments must be by paycheck deduction.

Any change in provider and/or coverage will be by mutual consent of the Authority and the Union. It is agreed that the level of hospital and medical coverage will remain comparable to what is currently available through the term of this collective bargaining agreement.

ARTICLE 14-HOLIDAYS

Section 1. The following paid holidays are recognized for all non-probationary employees who work at least thirty (30) hours per week and who are not on layoff status at the time of the holiday:

New Year's Day	Memorial Day	Independence Day
	Labor Day	Second Monday in October
Veterans Day	Thanksgiving Day	Christmas Day

An employee satisfies the 30-hour requirement for any given holiday if he/she has averaged thirty (30) hours or more of work per week over the preceding eight (8) full pay periods in which the employee was working and not on layoff.

Section 2. Employees may be required to work all or part of a shift on any of the above holidays. Holiday-eligible employees who work on one of the above holidays will be paid at the rate of one and one half (1½) times their normal hourly rate for hours worked. If a holiday-eligible employee works a portion but not all of a recognized holiday, he/she will be paid at the holiday rate (one and one half (1½) times their normal hourly rate) for the time they work, and will be paid straight time for the remainder of the holiday, based on the employee's average number of scheduled work hours per day. Holiday-eligible employees who do not work on a holiday shall receive straight time pay for the holiday based on the employee's average number of scheduled work hours per day.

Section 3. Holiday-eligible employees shall be entitled to one (1) paid floating holiday in addition to the eight (8) recognized holidays. Notwithstanding the foregoing, any employee who has two (2) floating holidays as of the ratification of the 2019-2022 collective bargaining agreement may use both floating holidays before April 30, 2020.

Section 4. Notwithstanding the foregoing provisions of this Article, non-probationary employees working less than thirty (30) hours per week and who are not on layoff status at the time of the holiday and who work on a holiday listed above shall be paid at the rate of one and one-half (1½) times their normal hourly rate for the time they work.

Section 5. This section 5 applies to section 2, 3, and 4 floating holidays. Floating holidays may be used by the employee at times mutually agreeable to the Authority and the employee.

ARTICLE 15-VACATION

Section 1. Any employee who has been continuously and satisfactorily employed and covered by this Agreement and has completed probation shall be credited with vacation for his/her first and each additional month of paid service as an employee at the rates listed below:

0-12 months	.040 hours vacation credit per hour of paid service
13-24 months	.045 hours vacation credit per hour of paid service
25-36 months	.050 hours vacation credit per hour of paid service
37-48 months	.055 hours vacation credit per hour of paid service
49-60 months	.060 hours vacation credit per hour of paid service
61-72 months	.064 hours vacation credit per hour of paid service
73-84 months	.066 hours vacation credit per hour of paid service
85-96 months	.069 hours vacation credit per hour of paid service
97-108 months	.072 hours vacation credit per hour of paid service.

109-120 months	.075 hours vacation credit per hour of paid service
121-132 months	.077 hours vacation credit per hour of paid service
133-144 months	.080 hours vacation credit per hour of paid service

Section 2. During any calendar year there shall be no limitation to the amount of vacation time that any employee may accumulate. However, as of April 30 of each year: any employee who has been employed by the Authority under this Agreement shall not be permitted to have an accumulation of more than twenty-four (24) days of vacation time. By April 1st of each year the Authority shall inform those employees who have an accrual of more than four weeks of vacation time in writing of the amount of vacation time that they have accumulated. No other accumulation of vacation time shall be allowed unless approved by the Authority and under the following conditions: An employee who, at the request of or for the convenience of the Authority, has been unable to use his/her vacation time shall be allowed to accumulate and carry over such unused vacation time upon approval of the Authority; and

- a) An employee who desires to carry over vacation time for personal reasons alone shall, upon approval of the Authority, be allowed to accumulate and carry over such vacation time up to as many working days as such employee normally works in one (1) calendar week.

Section 3. All vacation requests must be submitted at least two (2) weeks in advance of the requested time off and must be approved by the employee's supervisor. Supervisors must respond to vacation requests within five (5) business days of receipt.

Section 4. Using vacation time during the busy ski season is not encouraged, but may be granted by a supervisor with adequate notice.

Section 5. In the event of the death of any employee, any vacation time accumulated to the credit of such employee shall be compensated for in cash and shall be paid in accordance with Minnesota Statutes §181.58, as amended.

Section 6. In the case of voluntary terminations, vacation time will only be cashed out and paid to the departing employee if that employee gives a two-week notice to their supervisor unless the Executive Director determines that there are extenuating circumstances. Vacation time will typically be cashed out on the payroll after the notice period expires.

Section 7. If the employee requests vacation at least two (2) weeks in advance, the Authority shall respond to the request within seven (7) days after receipt of the request.

ARTICLE 16-SICK LEAVE

Section 1. An employee who has been employed for a period of not less than sixty-seven (67) working days in a calendar year shall be granted sick leave with full pay at the rate of one and one-half (1 1/2) working days for each month of completed service by the Authority. When an employee is unable to report for duty due to illness or injury, he/she shall immediately report such fact to the Authority. See Article 7 for provisions about sick leave while on probation.

Section 2. If an employee's use of sick leave reasonably appears to be unjustified, the Authority may direct such employee, for any subsequent absence by such employee claimed to be allowable as sick leave, to furnish written explanation by a physician such as to justify such subsequent absence on sick leave; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave, but such employee may appeal such directive through the grievance procedure. If any employee does not use the full amount of sick leave allowed in any calendar year, the amount not used may be accumulated from year to year up to a total of seventy-five (75) working days. Any accumulation over seventy-five (75) as of the date of ratification of the contract negotiated in 2015 will be preserved, but the employee shall not accumulate any additional amounts until such time as his or her accumulation falls below seventy-five (75).

For purposes of sick leave, "immediate family" shall mean minor and adult children of an employee, spouse of an employee, parent, stepparent, and parent-in-law of an employee, grandparent and grandchild of an employee, sibling, stepsibling or foster sibling of an employee, and legal wards of the employee.

For purposes of sick leave, "immediate family" shall mean minor and adult children of an employee, spouse of an employee, parent, stepparent, and parent-in-law of an employee, grandparent and grandchild of an employee, sibling of an employee, and legal wards of the employee.

For purposes of funeral leave allowed under this Section 3, immediate family shall mean any parent, child, brother, sister, spouse, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or ward of the employee, and any parent or grandparent of the employee's spouse. Upon request of the employee, a maximum of three (3) days of paid funeral leave shall be allowed under this Section 3 to attend the funeral of the above family members.

Section 4. Whenever any employee is absent on sick leave in excess of two (2) consecutive working days per pay period or develops a pattern of absences on sick leave, the Authority may direct such employee to furnish written explanation by a physician such as to justify such absence on sick leave. Failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave, in which case the employee shall be ineligible for sick pay and the absence may be recorded as unexcused. The Authority may require the employee to get a written report of medical examination to show that the employee is medically able to return to work if the employee has been off work on sick leave for seven (7) working days. The Authority reserves the right to not schedule employees that have been recently sick or injured without a written physician's release of workability.

Section 5. Any eligible employee must have a minimum of eighty (80) paid hours during a calendar month to accrue sick leave for such month.

Section 6. Employees who are released to light or modified duty after having been sick or injured, must immediately provide the Authority's Human Resources Manager a written physician's release to come back to work with any associated restrictions. Those who do not provide a written

physician's release will not be eligible for paid sick leave and may be temporarily taken off the work schedule.

ARTICLE 17-LEAVES OF ABSENCE

Section 1. Leaves of Absence; Employees may be granted leaves of absence without pay or benefits, except where expressly modified in this Agreement, upon submitting a written request indicating the beginning date and the date of return for the requested leave, and with approval of the Executive Director. The Executive Director will notify the Union of all approved leaves of absence immediately upon approval. No leave shall be granted for more than one (1) year duration, with any extension requested in writing and reviewed by the Executive Director and notification given to the Union after the extension request is either approved or denied.

Section 2. Military Leave; any employee required to be on military leave shall receive all rights of seniority while on such leave.

Section 3. Services upon a Jury; a full-time employee who is called to serve on jury duty shall be paid for actual hours worked for the Authority. If this pay together with his/her jury duty pay does not equal his/her regular weekly pay, the Authority will make up the difference, provided the employee works such hours as he/she is available during the hours when court is not in session. The above shall apply to petit jury duty only. An employee receiving full pay from the authority while serving on jury duty will be required to turn in to the Authority the jury duty pay for the period he/she served on the jury.

Section 4. Family, Medical, Servicemember, Pregnancy, and Parental Leaves. Family, medical, servicemember, pregnancy, and parental leaves shall be governed by the federal Family and Medical Leave Act, or the Minnesota Pregnancy and Parenting Leave Act, whichever is more favorable to the employee in the circumstances.

ARTICLE 18-RESIGNATIONS

Section 1. Any employee, who wishes to resign in good standing, must give the Executive Director at least two weeks written notice. Employees who do not provide such notice may not be considered for re-employment. Also see Article 15 regarding forfeiture of vacation cash out.

Section 2. Any employee who is absent from work for two (2) consecutive scheduled shifts, for reasons other than personal illness preventing the giving of notice, without having received prior written permission from the Executive Director or Supervisor, or, without notifying him/her, in writing, of the reason for the absence and the time he/she expects to return, will be considered to have resigned without notice.

ARTICLE 19-RETIREMENT-TERMINATION PAY

When an employee leaves the Authority's employment, he/she shall be paid in full on the payroll covering the last day he/she actually worked for his/her salary due, the value of accumulated vacation time (but see Article 15 regarding forfeiture of vacation cash out), time off due for holidays which

fell on his/her days off, earned within the six (6) month period prior to the termination of his/her employment, such value to be calculated based on his/her basic hourly rate at the time of his/her termination.

ARTICLE 20-WORKERS COMPENSATION

Section 1. An employee who suffers an injury compensable under the Workers' Compensation Act and is absent from work as a result thereof, shall be paid an amount by the Authority during such absence equal to the difference between the amount received by him/her under the Workers' Compensation Act and the amount he/she would have received if he/she were regularly employed, subject to the following:

For each day of absence for which worker's compensation wage loss benefits are paid, the employee may at his/her option be charged for sick leave, accumulated vacation time or accumulated compensatory time off, in such order as the employee may elect, to the extent needed to make the employee whole for that day. It is the employee's responsibility to initiate contact with the Human Resources Department regarding the use of such time. When the employee's sick leave, vacation time and compensatory time benefits have been exhausted, he/she shall no longer receive any salary from the Authority while absent from work. In no event shall the combination of worker's compensation income benefits and compensation from the Authority exceed 100% of what the employee would have been paid had he/she not been absent.

ARTICLE 21-PAY PERIODS

All employees shall be paid not later than every other Friday. If such date falls on a holiday, the Authority agrees to distribute the direct deposit on the first working day prior to the holiday.

ARTICLE 22-WAGES

Section 1. Hourly starting wages shall be as indicated on Attachment "A".

Section 2. In order to move from Indoor Operations Attendant II, Outdoor Operations Attendant II, Facility Coordinators II, or Mountain Technician II, to Level I positions, the employee's supervisor can recommend the level change at the employee's annual performance review during years 1-4 of employment with the understanding all employees will change levels upon their 5th anniversary date.

Section 3. During a layoff or recall procedure should an employee be placed in a position in a different job classification than his/her own, he/she shall be paid the hourly starting rate for that job classification as reflected on Attachment "A".

Section 4. The Authority agrees that no lower rate or higher rate of pay, for employees covered by the Agreement, shall be established during the life of this Agreement unless previously negotiated between the Authority and the Union.

Section 5. All employees will receive the following wage increases:

July 1, 2020	one –half percent (0.5%)
July 1, 2021	three-quarters percent (0.75%)

Section 6. Employees working during the hours of 10:00 p.m. and 6:00 a.m. will receive a pay differential of \$0.65 per hour for each hour worked during said time. However, in lieu of that pay differential, employees regularly scheduled to work nights shall receive a pay differential of \$1.00 per hour for each hour worked during the night shift.

Section 7. Three percent (3%) of total gratuities from an event shall be shared equally among all employees in the job classifications of Facility Coordinator and Housekeeping Assistant. Effective July 1, 2017, the percentage figure shall increase to four percent (4%).

Section 8. A new hire having relevant experience may be paid at a starting wage greater than the starting wage provided by this Agreement. The new hire's starting wage shall not exceed ninety percent (90%) of the highest wage then being paid to any employee in the same job classification having equal or greater relevant experience with the Employer and elsewhere.

ARTICLE 23-OVERTIME-TRAINING

Section 1. All employees shall be paid overtime for hours worked over forty (40) hours in a week or over ten (10) hours in a calendar day. Overtime shall be paid for at the rate of one and one-half (1.5) times the employee's regular rate in the week in which it was worked. Overtime pay shall not be pyramided. If hours count as daily overtime hours they shall not count as weekly overtime hours and vice versa.

Section 2. Overtime shall be optional except during emergencies.

Section 3. No employee may switch or substitute shifts without the approval of his/her supervisor. The switch or substitution may be denied, among other reasons, if it would:

- i. Place any employee into overtime.
- ii. Place an employee in a position for which he/she has not been trained or authorized to work.
- iii. Create a potential hazard to guests, employees and/or the business.

Section 4. Staff may be required to attend staff training sessions and meetings. For their attendance they will be compensated on an hour-for-hour compensatory basis for actual session attendance and when out of town for travel time plus any expenses incurred while away from Spirit Mountain in accordance with the current travel allotment schedule.

Section 5. Scheduled overtime shall be offered first to the most senior qualified employee by job classification. If the most senior qualified employee refuses the scheduled overtime, the next most senior qualified employee will be offered the overtime, etc., until the scheduled overtime is filled. If all refuse, the most junior qualified employee in the job classification shall work the scheduled overtime. Unscheduled overtime arising during a shift shall be offered first to the most senior

qualified on-site employee by job classification. If the most senior qualified on-site employee refuses the overtime, the next most senior qualified on-site employee will be offered the overtime, etc. If all refuse, the most junior qualified on-site employee in the job classification shall work the overtime.

Notwithstanding the above language, if the scheduled or unscheduled overtime-related task(s) require the skills of a given employee or employees, the Authority may direct the appropriate employee(s) to work overtime in order to safely and effectively complete the task(s).

ARTICLE 24-AVAILABILITY SHEET

The Authority may maintain availability sign-up sheets, on which employees may indicate a willingness to pick up unscheduled shifts that might become available or unfilled shifts that might arise after a schedule is posted. In those cases, the Authority shall offer the shift in seniority order to signed up employees that are qualified in the affected job classification who would not be placed into overtime if they worked the shift.

ARTICLE 25-GRIEVANCE PROCEDURE

Section 1. Should any employee feel that his/her rights and privileges under this Agreement have been violated and/or a controversy or dispute arises as to application or interpretation of any provision of this Agreement, said controversy or dispute shall be settled as provided herein.

Section 2. The employee and/or his/her on-site bargaining unit representative shall present the matter in writing to his/her immediate supervisor, and if dissatisfied with the written decision of the immediate supervisor, shall present the matter formally in writing to the Executive Director within fifteen (15) days of the occurrence giving rise to the grievance, or within ten (10) days in the case of a discharge. If still unresolved, by mutual agreement between the Authority and the Union the matter may be submitted to mediation through the Bureau of Mediation Services. All grievances must be filed within the time table as specified in this paragraph, except those grievances that are based on a continuing basis, in which case the most recent occurrence of the continuing violation must have occurred within the time table.

Section 3. If still not resolved, or by mutual agreement between the Authority and the Union, the matter may be submitted to the Bureau of Mediation Services by the Union for a list of arbitrators within sixty (60) days after the grievance was filed with the Executive Director. The Authority and the Union shall select a single arbitrator by alternately striking names from the list, with the order of striking determined by the flip of a coin. The arbitrator shall conduct a hearing and issue an award within sixty (60) days after the close of the hearing. The decision of the arbitrator is herein accepted as binding on both parties.

Section 4. All grievances not filed within the proper time tables shall be considered barred. Failure to timely request a list of arbitrators will also result in the grievance being barred. The time stipulated herein may be waived by mutual agreement of both parties involved.

ARTICLE 26-SAFETY AND REPORTING OF INJURY

The Authority agrees to maintain sanitary and safe working conditions and to maintain adequate and suitable first aid facilities. The Authority shall furnish and maintain all needed safety equipment and train the employee using such equipment in the proper use of same. Employees covered hereby, in the performance of their jobs, shall at all times follow all safety directives, use all safety devices and protective equipment which is furnished to them, and comply with all safety, sanitary, and emergency regulations issued by the Authority.

Employees shall immediately report any injury sustained on the job regardless of severity to their supervisor, to the manager on duty, or to the Human Resources Manager. Reports must be reported on forms provided by the Authority, with the assistance of a supervisor.

ARTICLE 27-TOOLS AND TOOL REPLACEMENT

Section 1. Where required, tools and equipment shall be provided by the Authority with the exception of normal mechanic's tools. Tools and equipment that are damaged through normal work-related use, including mechanic's tools, shall be replaced by the Authority.

Section 2. Tools signed out by an employee will be the responsibility of that employee and tools damaged or lost due to negligence on the part of the employee will be replaced by that employee.

ARTICLE 28-UNIFORMS-COLD WEATHER CLOTHING

Section 1. When deemed appropriate, the Authority may furnish uniforms to employees in this unit, provided that if the decision is made to provide a job classification of employees with uniforms, all employees that are in that job classification will receive the uniforms.

Each non-probationary employee in the job classifications of Range 4 or higher, shall be reimbursed for an amount not to exceed \$200.00 per fiscal year shall be reimbursed for an amount not to exceed \$200.00 per fiscal year for the necessary purchase or replacement of appropriate clothing pre-approved by the Authority. Any portion of the allowance that is not used by the end of the fiscal year will be forfeited. The Authority has the option of furnishing necessary clothing. The Authority may require work uniforms or a certain kind of work apparel. If the Authority does so, the Authority shall provide the clothing, or the Authority may require the Employee to purchase clothing pre-approved by the Authority, in which case the Authority will reimburse the Employee for the cost upon proper proof of purchase. The Authority may decline a request for reimbursement if an employee has purchased an item without prior approval and/or purchased an item that can be provided by the Authority. The Authority may, at an employee's request, pre-purchase clothing for the employee in accordance with the Authority's policy.

The Authority shall determine guidelines regarding clothing, including which employee classifications are approved for purchase of reimbursable items, number and type of uniform items eligible for reimbursement, and timeframe for submitting requests for reimbursement. The Authority shall have the right to issue additional department-specific uniform items without setting a binding precedent.

Section 2. Uniforms which include cold weather gear, and other work uniforms or work apparel, which are furnished by the Authority, are the property of the Authority. If the items are dry-cleanable only, they will be cleaned and maintained by the Authority; if the items are washable, they will be cleaned and maintained by the employee. Replacements will be made by the Authority as it determines they are needed.

Section 3. Uniforms shall be returned by laid-off, quitting, or discharged employees. Failure to do so shall result in paycheck deduction(s) to the maximum extent permitted by law to recoup the cost, with the employee remaining liable for any shortfall. The Authority reserves the right to report unreturned uniforms to the authorities as stolen property.

ARTICLE 29-USE OF VEHICLES

When it becomes necessary to use a vehicle on official Spirit Mountain business, Spirit Mountain owned or leased vehicles will be provided. At no time will an employee be required to use their own vehicle. Employees may use their own vehicles with written authorization from their immediate supervisor. Employees shall be paid the IRS standard mileage rate multiplied by the difference in the odometer reading prior to and following the authorized vehicle use. All employees driving Spirit Mountain vehicles must follow the Authority's driving policy and applicable driving regulations.

ARTICLE 30-PASSES

All eligible employees in this unit shall be given the opportunity to purchase one (1) unlimited winter season pass at \$1.00, and up to six (6) unlimited winter season passes for their immediate family members at a total of \$49.00. Additionally, all eligible employees in this unit shall be given the opportunity to purchase one (1) season mountain bike pass at \$1.00 and up to six (6) mountain bike passes for their immediate family members at a total of \$49.00. The Authority shall determine guidelines regarding passes, including eligibility for passes for returning and new employees, and cancellation of passes upon resignation or discharge. The Authority shall have the discretion to give additional or other kinds of discounts on passes without setting a binding precedent.

For purpose of this Article, "immediate family member" shall mean an employee's spouse, children, stepchildren, and foster children.

ARTICLE 31-ORGANIZATIONAL CHART

Each June, the Union shall be provided with an organization chart defining chain of command. The organizational chart is a framework for illustrating direct reports within the company; however, employees may be assigned to assist in departments other than their home department and will be directed to report to other supervisors/managers as needed. Supervisors and managers overseeing non-direct report employees maintain the same responsibilities and authority as the supervisor/manager to whom an employee directly reports.

ARTICLE 32-UNION ACTIVITY-ACCESS TO PREMISES

Section 1. Upon written request of the employee, arrangement shall be made, in accordance with State law, to permit leaves without pay from duty not to exceed one (1) week duration but limited to one (1) employee at any one time for representation of the Union at International, State, or District meetings.

Section 2. Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the normal operation of the Authority at any time (after hours if possible). The meeting shall not occur during the employee's scheduled hours, but it may occur during a break or lunch period.

Section 3. As the Authority is a business with personnel working in multiple areas within the facility at any given time working within various deadlines, and in order to minimize the impact on business operations, all such meetings and access shall be coordinated with the Authority in advance of the union representative's presence on-site.

ARTICLE 33-LABOR/MANAGEMENT COMMITTEE

Section 1. A Labor/Management Committee consisting of representatives of the Union and representatives of the Spirit Mountain Recreation Area Authority shall be established for the purpose of carrying out the following functions during the period of this Agreement:

Meet and confer before a substantial change in a bargaining unit job description or creation of new bargaining unit positions to discuss the job description and pay.

If a change in job description affects a working bargaining unit employee, he/she will be employed in the new job or allowed two (2) months' employment in their current job after adoption of the new position.

Meet and confer regarding any other labor/management concerns appropriately dealt with by a "Labor/Management" committee.

Every effort will be made to schedule meetings at a time which will allow for maximum participation. Employees (limit of four per meeting) will be paid by the Union for attending meetings scheduled during their regular work hours.

ARTICLE 34-TERM OF AGREEMENT

This Agreement shall continue in full force and effect from July 1, 2019 to June 30, 2022, and from year to year thereafter unless either party to this Agreement shall give written notice to the other of its desire to amend the specific articles of this Agreement no later than sixty (60) days prior to the termination of the Agreement or July 1 of any successive year. During any negotiations, this Agreement shall remain in effect until both parties agree to change the Agreement.

ARTICLE 35-DRUG AND ALCOHOL TESTING

The Authority prohibits the use, possession, sale, transfer, and distribution of illegal drugs while on Spirit Mountain premises, wherever located, and prohibits employees from being under the influence of illegal drugs or alcohol while on duty.

The Authority may conduct drug and alcohol testing in accordance with Minnesota Statutes, §§ 181.950-181.957, the Spirit Mountain drug and alcohol policy and this Agreement.

The Authority shall notify an employee that he or she may contact the Union if the Authority requests or requires the employee to undergo drug and alcohol testing. The Authority shall provide the employee with a reasonable opportunity to contact the Union prior to testing. The employee's signature on the Authority's chemical test form fulfills the Authority's obligation under this paragraph.

Refusal to submit to a drug or alcohol test shall be considered a gross act of insubordination and shall result in the employee's immediate termination.

An employee shall be entitled to use any available sick leave, vacation leave and/or floating holidays during any time absent from work due to participation in a drug or alcohol counseling or rehabilitation program in which the Authority requires the employee to participate.

Actions which are taken by the Authority under this Article may be appealed through the grievance procedure.

ARTICLE 36-LONGEVITY

All employees hired before 7/1/2012 who have completed eight (8) continuous years of service with the Authority shall receive longevity pay in the amount of four percent (4%) of the employee's base rate for all hours actually worked. All employees hired before 7/1/2012 who have completed twenty (20) continuous years of service with the Authority shall receive longevity pay in the amount of an additional four percent (4%) of the employee's base rate for all hours actually worked. Longevity pay for those hired before 7/1/2012 shall commence on the first pay period following the employee's attainment of eight (8) or twenty (20) continuous years of service, as the case may be. All employees hired after 7/1/2012 who have completed six (6) continuous years of service with the Authority shall receive longevity pay in the amount of 2% of the employee's base rate for all hours actually worked. Longevity pay for those hired after 7/1/2012 shall commence on the first pay period following the employee's attainment of six (6) continuous years of service. Notwithstanding the foregoing language in this Article, no longevity shall be paid to any employee hired on or after January 1, 2016.

ARTICLE 37-DEFINITIONS

As used in this Agreement, the term "meet and confer" shall have the same meaning as PELRA gives to that term.

As used in this Agreement, the term “days” shall mean calendar days, unless indicated otherwise.

As used in this Agreement, the term “half shift” shall mean a four (4) hour period.

As used in this Agreement, the term “hours-reduced employee” shall mean the scheduled hours worked are reduced from the normal scheduled hours.

ARTICLE 38–SIDE DEALS

As of the effective date of the collective bargaining agreement negotiated in 2015, there were and are no written memoranda of understanding, written letters of understanding, written unit clarification settlements, written collective bargaining agreement amendments and modifications, or other such documents, (collectively, “Side Deals”), remaining in force and effect. The parties agree that all Side Deals have been performed, satisfied, abandoned, waived, rendered obsolete, or incorporated into this Agreement. This Agreement is the only written expression of the parties’ collective bargaining agreement. Notwithstanding the generality of the foregoing, the following remain in full force and effect: written grievance settlements to the extent they did not add to, change, or delete from the language in this Agreement. This Article shall not be interpreted or applied so as to impair or supersede any binding past practice or bargaining history.

ARTICLE 39 - ORIENTATION

The Authority will give the Union at least twenty-four (24) hours’ notice of any new employee orientation session that will be attended by bargaining unit employees. The Authority will allow a representative of the Union or a Union Steward who is on duty, fifteen (15) minutes of paid time with new employees during orientation to review union information. If the Union is unable to meet with employees during orientation, an alternative fifteen (15) minute meeting will be arranged by the parties within the first thirty (30) days of employment unless extended by mutual agreement.

ARTICLE 40 – CELLULAR PHONES

The Authority shall provide a stipend of \$10.00 per month to all employees in Range 4 and above for the business use of their personal cellular phone. The Authority may also provide the stipend to additional employees in its sole discretion and on a non-precedent setting basis.

Dated: December 19, 2019

Spirit Mountain Recreation Area Authority

By: Brandy Rean
Its: Executive Director

Dated: _____, 2019

AFSCME Council 5, Local 66

By: D. D. Fuzi
Its: President Local 66

By: [Signature]
Its: Field Director

By: [Signature]
Its: CS Field Representative

Attachment A-Starting Wages

Job Classifications - Range 1
Indoor Operations Attendant II
Outdoor Operations Attendant II
Campground Attendant
Housekeeping Assistant

Job Classifications - Range 2
Indoor Operations Attendant I
Outdoor Operations Attendant I

Job Classifications - Range 3
Indoor Operations Lead
Outdoor Operations Lead
Accounts Payable Clerk
Vault Sales Auditor/Payroll Clerk
Facility Coordinator II

Job Classifications – Range 4
Vault and Payroll Supervisor
Marketing/Banquets and
Events Coordinator
Facility Coordinator I
Sr. Accounts Payable Clerk
Mountain Technician II
Group Sales Manager

Job Classifications - Range 5
Mountain Technician I
Mechanic II
Facility Coordinator Lead

Job Classifications - Range 6
Mountain Tech Lead

Job Classifications – Range 7
Mechanic I
Electrician

Range	1/1/2020	7/1/2020 (0.5%)	7/1/2021 (0.75%)
1	\$10.25	10.76	11.57
2	\$11.25	11.81	12.70
3	\$12.75	13.39	14.39
4	\$16.50	17.33	18.63
5	\$18.00	18.90	20.32
6	\$21.50	22.60	24.30
7	\$24.00	25.20	27.09

Compensation of any new bargaining unit classification that the Authority might establish shall be subject to bargaining with Union representatives.