

COLLECTIVE BARGAINING AGREEMENT

AHL HEALTHCARE GROUP d/b/a AT HOME LIVING FACILITIES, INC. and BRIDGES TO SUCCESS, INC.,

And

*LOCAL 1681, AFSCME COUNCIL 5, AFL-CIO
Effective: July 1, 2021 to June 30, 2024,*

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Article I. Preamble.

Section 1.01 Parties to Agreement.

This Collective Bargaining Agreement (“Agreement”) is made and entered into by and between AHL Healthcare Group d/b/a At Home Living Facilities, Inc. and Bridges to Success, Inc., (“Employer,” “Company,” or “Management”) and Local 1681, AFSCME Council 5, AFL-CIO (“Union”).

Article II. Union Recognition.

Section 2.01 Recognition of Certified Unit.

The Employer recognizes Local 1681, AFSCME Council 5 as the exclusive bargaining representative of full-time and regular part-time non-professional employees of the Employer working in St. Louis county and Lake County included in the bargaining unit certified by the National Relations Board, Region 18, Case-RC-141923. It is recognized that Local 1681, AFSCME Council 5, is the exclusive representative of all employees, excluding all maintenance employees, business office employees, professional employees, managers, and guards and supervisors as defined by the National Labor Relations Act (“Act”).

Section 2.02 No Meetings with Individual Employees or other Unions.

The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employee(s) or with any other employee organization with respect to any terms and conditions of employment of the Employees covered by this Agreement except through the Union and its authorized representatives. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for Employees covered by this Agreement.

Section 2.03 Job Classifications not specified in Agreement.

In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion in the bargaining unit of any current, new, or modified job classification not specified in the Agreement, the issue shall be submitted to the National Labor Relations Board (“NLRB”) for determination. Upon inclusion, by agreement between the Employer and Union, or by final order of the NLRB, of a new or modified job classification within the bargaining unit for which the Employer has recognized the Union as the exclusive representative, the wage rate of such classification shall be negotiated by the Employer and Union and the rate agreed upon shall become part of the Agreement classification.

Section 2.04 Probation.

New Employees shall serve a probationary period of four (4) months, which is defined as 122 days. At the conclusion of that period, the Employee shall be certified as a permanent Employee.

Article III. Management Rights.

Section 3.01 Retention of Management Prerogatives.

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent management rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights in accordance with its sole and exclusive judgment and

discretion to reprimand, suspend, discharge, or otherwise discipline employees for cause, to determine the number of employees to be employed, to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work, and retire employees; to set the standards of productivity, and the services to be rendered, to determine the amount and forms of compensation for employees, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which the operations are conducted, to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services, close down, or relocate the Company's operation or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of all departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Company and to direct the Company's employees. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Article IV. Union Representatives.

Section 4.01 *Weingarten* Rights.

An Employee shall have the right to have a Union Steward or designated Union representative present during any investigative interview that the Employee reasonable believes could result in discipline.

Section 4.02 Visitation of Employer's Premises.

With the permission of the Executive Director, authorized representatives of the Union may visit the Employer's premises to speak with Employees during work hours, but only for the purpose of discussing matters relating to the interpretation and performance of this Agreement, or investigating Grievances which have been filed. Care will be taken to cause no disturbance to other employees or clients and no such discussion shall take place in an area where clients may be present.

Section 4.03 Designation of Stewards.

The Union shall designate in writing for the Employer the names of those Union members designated as Stewards. The activities of the Stewards are expected to consume no more time than reasonably necessary and they shall not interfere with the performance of the Steward's work, the work of any other employee, or the operations of the Employer.

Section 4.04 Steward Attendance.

A Union Steward who is on duty is required to receive permission to punch out in order to serve as a *Weingarten* representative, or to attend a Step One or Step Two grievance meeting scheduled with the Employer. It is the responsibility of the Steward to communicate and cooperate with his or her supervisor in these instances. Any grievant or any Steward assisting that grievant who is required to be absent from duty to process a grievance, if practicable, shall be granted the necessary time off without discrimination.

Section 4.05 Union Binders at Houses.

Space shall be provided in each house for a Union binder for the purpose of advising bargaining unit members of Union meetings, List of Stewards, and other Union business matters.

Section 4.06 New Employee Orientation.

The Union shall have the opportunity to attend new employee orientation sessions conducted by the Employer. In December of each year, the Employer shall provide the schedule for such sessions for the next calendar year. The Union shall have fifteen (15) minutes during the session to explain contractual rights and introduce new employees to the Union. If an orientation session is cancelled, the Employer agrees to notify the Union. The Union shall notify the Employer who will attend the orientation sessions on behalf of the Union.

Article V. No Strikes or Lockouts.

Section 5.01 No Strikes.

In consideration of the Company's commitment as set forth in Section 5.03 of this Agreement not to lock out the employees, the Union, its officers, agents, representatives, stewards, committee persons and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slow down, work stoppage, or any other interference with or interruption of work at any of the Company's operations, whether or not such a strike, sympathy strike, slow down, work stoppage, or other interference with or interruption of work (a) involves a matter subject to resolution pursuant to the Grievance and Arbitration procedures set forth in Articles VIII and IX of this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the Company and the Union; or (d) involves a matter which was within the knowledge or contemplation of the Company and the Union at the time this Agreement was negotiated and executed.

Section 5.02 Discipline for Violation of § 5.01.

The failure or refusal on the part of any employee to comply with the provisions of Section 5.01 of this Agreement shall be cause for immediate discipline, including discharge. The employee is entitled to grieve the discharge to the extent that the conduct engaged in was not conduct prohibited under Section 5.01. If an arbitrator determines the conduct falls under Section 5.01, the Employee shall have no further remedy. The failure or refusal by a Union officer, agent, representative, steward or committee person, to comply with the provisions of Section 5.01 of this Agreement constitutes leading and instigating a violation of said Section 5.01, it being specifically agreed that the Union officers, agents, representatives, stewards and committee persons, by accepting such positions, have assumed the responsibility of affirmatively preventing violation of Section 5.01 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

Section 5.03 No Lock Outs.

In consideration of the Union's commitment as set forth in Section 5.01 of this Agreement, the Company shall not lock out employees.

Section 5.04 Remedies.

The parties shall have all remedies as provided by law.

Article VI. Union Security and Checkoff.

Section 6.01 Duty to Pay Dues or Representation Fee after Probation.

(a) Election to Pay Representation Fee/Union Dues.

Within thirty (30) days of an employee's completion of probation, an employee must elect to pay the Union either a Representation Fee or full Union dues. The Representation Fee shall be that portion of the dues allotted to activities related to collective bargaining. An employee is not required to become a Union member but must pay the Representation Fee to the Union.

(b) Sincerely Held Religious Beliefs.

If an employee has sincerely held religious beliefs against joining or financially supporting a Union, the employee shall advise the Union of such objections. Thereafter, the employee may pay an amount equal to the Representation Fee to a 501(c) (3) charitable organization and provide the Union with evidence of such payments on an ongoing basis.

(c) Duration of Election.

Once an employee has elected to become a Union member, pay the Representation Fee in lieu of becoming a member, or for religious beliefs, pay a 501(c) (3) charity in lieu of paying a Representation Fee, the employee's election shall remain in place until changed by the employee.

Section 6.02 Discharge of Employee for Failure to Comply with § 6.01.

The Union may demand the discharge of any employee who, as of any tender date specified in Section 6.01, is delinquent in payments required under Section 6.01, by serving written notice of such demand on the Company not later than ten (10) calendar days after such tender date, if, at least thirty (30) calendar days prior to such tender date, the Union has notified the employee:

- (a) of:
 - (i) the precise amount of the delinquency;
 - (ii) the months to which the delinquency is attributable;
 - (iii) the method used to compute the amount of delinquency; and
 - (iv) the date by which such delinquency must be paid; and
- (b) that failure to pay the amount of the delinquency will result in the employee's discharge.

As soon as the Company verifies that the employee specified in such written notice failed to comply with the provisions of Section 6.01, that the Union has given the employee the notice required by this Section 6.02, and that the discharge of the employee would not otherwise be unlawful, the Company shall discharge the employee.

Section 6.03 Report of Completion of Probation.

The Employer shall report to the Union the information on all employees completing probation and added to or removed from the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period. The Employer and the Union agree not to discriminate against bargaining unit employees on the basis of race, creed, color, sex, age, national origin, disability, veteran status, Union membership, and Union activity.

Section 6.04 Report of all Bargaining Unit employees.

Upon the request of the Union, the Employer shall provide the Union with a listing of all employees in the bargaining unit represented by the Union.

Section 6.05 Report of New Hires and Separations.

The Employer shall provide the Union with the name, address, telephone number and hire date of any new bargaining unit employee hired, and further, the Employer shall provide the Union with the name of any bargaining unit employee who terminates employment.

Section 6.06 Authorizations, Deduction Certifications, and Remittances.

The Union shall obtain and provide to the Employer all authorizations for withholding of Union Representation Fees and/or Union dues from the employee's biweekly wages. The Employer has no obligation to either obtain the check-off authorizations from bargaining unit employees or to explain the choices to employees. Upon presentation by the Union of a duly signed authorization to withhold Representation Fees and/or dues, the Employer agrees to deduct set amounts bi-weekly, from the wages of an employee who authorizes such deductions in writing, an amount sufficient to provide for the payment of union membership dues or Representation Fees as established by the Union. The amounts to be deducted shall be certified to the Employer by the Union and established by the employee's average number of hours worked during their probationary period. This designated amount will be set from ranges of 0-24 hours, 24.25-40 hours, or 40.25+ hours in a 2-week pay period. This set deduction amount will not change unless the Union provides a written request to the Employer to identify a new set deduction. In the event the employee has additional withholdings, such as insurance premiums, garnishments, etc., priority will be placed on these deductions before union dues. Once other deductions are made if there are not enough earnings to withhold the set representation fee and/or dues amount, no union deduction will be made for that pay period. Deductions will be made on any paid time off collected. All union deductions will be post tax. The aggregate deductions of all such employees shall be remitted together with an itemized statement, to the Union, including hours worked and amount deducted per employee after each bi-weekly pay period. The employer is not responsible for collecting any past due amounts owed.

Section 6.07 Indemnification of Company.

The Union shall indemnify the employer and hold it harmless against any loss or claims for damages, including all legal fees resulting from payment to the Union of any sums deducted under this Article.

Article VII. Non-Discrimination and Reasonable Accommodations.

Section 7.01 No Discrimination based on a Protected Status.

The Employer and the Union agree not to discriminate against any applicant or Employee with respect to his or her hiring, tenure or conditions of employment, nor will they limit, segregate, or classify Employees in any way to deprive any individual Employee of employment opportunities based on a Protected Status. Protected Statuses include, but are not limited to, such individual's race, color, creed, religion, national origin, sex, gender, marital status, status with public assistance, disability, sexual orientation, age, genetic information, pregnancy, or any other protected characteristic or any other characteristic protected under any other federal, state, or local law or statute, administrative regulation or ordinance.

Section 7.02 No Discrimination based on Union Membership.

There shall be no discrimination on the part of either the Employer or the Union in favor of or against any Employee because of his or her membership, or lack of membership, in the Union, or because of his or her acting as an officer or in any other capacity on behalf of the Union.

Section 7.03 Compliance with Reasonable Accommodation Laws.

The Union and the Employer agree that they have a joint obligation to provide reasonable accommodations to impairments that qualify as “disabilities” under the *Americans with Disabilities Act* (ADA) and the *Minnesota Human Rights Act* (MHRA).

The Union and the Employer shall provide these reasonable accommodations in compliance with ADA, MHRA, and their policies.

Upon request, an employee requesting an accommodation under the ADA or the MHRA shall be entitled to union representation. A separate meeting outside of normal working hours will be scheduled for which the Employee will be paid for up to one (1) hour.

If the Union or the Employer determine that an accommodation would violate the collective bargaining agreement, it shall contact the other to convene a meet and confer. Any waiver of contractual language due to a reasonable accommodation must be agreed to by both the Employer and the Union.

Article VIII. Grievance Procedure.

Section 8.01 Definition of Grievance.

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

Section 8.02 Procedural Steps.

(a) Step 1 – Oral Notice to Immediate Supervisor.

Not later than seven (7) calendar days after the event giving rise to the grievance or seven (7) calendar days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee must discuss the grievance with this immediate supervisor. The immediate supervisor shall orally respond to the employee not later than seven (7) calendar days thereafter.

(b) Step 2 – Written Grievance to Director of Services.

If the grievance is not settled at Step 1, the employee, not later than, fourteen (14) calendar days after the event giving rise to the grievance must submit a written grievance to Director of Services. The Director of Services shall give his or her written answer to the grievance within seven (7) calendar days after receipt of the grievance.

(c) Step 3 – Written Appeal to the Executive Director.

If the grievance is not settled at Step 2, the employee, not later than seven (7) calendar days after the receipt of the Director of Service’s response at Step 2, may file a written appeal of that answer to the Executive Director. Not later than seven (7) calendar days after receipt of the written appeal, the Executive Director, or his/her designee, shall meet with the employee, the employee’s shop steward,

and the Union representative. The Executive Director, or his/her designee, shall give his/her written answer to the grievance within seven (7) calendar days after such meeting, which answer shall be final and binding on the employee, the Union and the Company, unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in the arbitration procedures.

Section 8.03 Written Presentation.

All grievances presented in Step 2 of the procedure set forth in Section 8.02 of the agreement shall set forth: the facts giving rise to the grievance; the provision(s) of the agreement, if any, alleged to have violated; the names of the aggrieved employee(s); and the remedy sought. All grievances at Step 2 and appeals at Step 3 of the procedure set forth in Section 8.02 of this agreement shall be signed and dated by the aggrieved employee and/or his shop steward. All written answers submitted by the Company shall be signed and dated by the appropriate Company representative.

Section 8.04 Time Limitations.

The time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be accepted by the Company unless it is submitted or appealed within the time limits set forth in Section 8.02 of this Agreement. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Step 3, it shall be deemed to have been settled in accordance with the Company's Step 2 answer. If the company fails to answer within the time limits set forth in Section 8.02 of the Agreement, the grievance shall automatically proceed to the next step.

Article IX. Arbitration.

Section 9.01 Appeal Procedure.

Any grievance, as defined in this Agreement, that has been properly and timely processed through the grievance procedure set forth in this Agreement and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Company with written notice of its intent to appeal. The failure to appeal a grievance to arbitration within fourteen (14) calendar days after receipt of the written answer of the Company at Step 3 of the grievance procedure set forth in this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Company at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee, the Company, and the Union.

Section 9.02 Selection of Arbitrator.

No later than fourteen (14) calendar days after the Union serves the Company with written notice of intent to appeal a grievance to arbitration, the Company and the Union shall jointly request the Bureau of Mediation Services (BMS) to furnish, to the Company and the Union, a list of seven (7) qualified and impartial arbitrators. Within seven (7) calendar days after receipt of that list by the Company, the Company and the Union shall alternately strike names from the list, until only one (1) name remains. The arbitrator whose name remains shall hear the grievance. The order of strike shall be determined by a coin flip with the winner of the flip choosing whether to strike first or second.

Section 9.03 Arbitrator's Jurisdiction.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Company. S/he shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not

explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Company, provided that the written award is issued within thirty (30) calendar days of the close of the arbitration hearing unless the parties jointly agree to extend the time for the arbitrator's decision until forty-five (45) days after the close of the hearing.

Section 9.04 Fees and Expenses of Arbitration.

The fees and expenses of the arbitrator shall be shared equally by the Company and the Union; otherwise, each party shall bear its own arbitration expense.

Section 9.05 Procedure if Arbitrator Fails to Render Timely Award.

(a) General.

The failure of the arbitrator to issue the award within sixty (60) calendar days of the close of the arbitration hearing shall render any award issued null and void. If an award is rendered null and void because of the failure of the arbitrator to issue an award within sixty (60) calendar days of the close of the arbitration hearing, either party may submit the dispute to arbitration before another arbitrator by serving the other party with notice of intent to do so not later than seventy-four (74) calendar days after the close of the initial arbitration hearing. If notice to submit the dispute to another arbitrator is given in accordance with the preceding sentence, the Company and the Union shall, not later than ninety (90) calendar days of receipt of such notice, jointly request the Bureau of Mediation Services (BMS) to furnish, to the Company and the Union, a list of seven (7) qualified and impartial arbitrators. Within seven (7) calendar days after receipt of that list by the Company, the Company and the Union shall alternatively strike names from the list, until only one (1) name remains. The arbitrator whose name remains shall hear the grievance.

(b) Non-Payment when Decision not rendered in 60 days.

In the event the arbitrator has not rendered the decision within 60 days of the hearing, the arbitrator shall not be paid.

(c) Applicability of Sections 9.03 through 9.05(a).

The provisions of Sections 9.03 through 9.05(a) shall be applicable to any additional arbitration held pursuant to Section 9.05(a).

Article X. Environment for Clients.

Section 10.01 Client Needs as First Priority.

The Union recognizes that the Employer provides services for the 24-hour, 7 day a week, 365 day per year care of very high behavioral needs individuals. As such, the Union recognizes that the needs of clients and their care are the first priority and take precedence. The Union agrees to work with the Employer to create and provide an environment that is the least intrusive and disruptive to the clients' daily lives and their care.

Section 10.02 Employer's Prerogatives to Meet Client Needs.

Under state and federal laws, the Employer must meet client needs and provide required care under the clients' Coordinated Service and Support Plan (CSSP). It shall be and remain the Employer's prerogative to determine the manner and methods of providing such required care. As part of this retained management prerogative, the Employer shall have the right to determine the number of staff and hours of staffing for any house or program. Included in, but not as a limitation to these retained rights, the Employer shall retain the right to transfer employees between worksites to provide such required care and to change hours of work or work schedules for any house or program.

Section 10.03 Non-Bargaining Unit Employees Providing Client Care.

Interaction with and care for clients will remain as it currently exists for bargaining unit and non-bargaining unit employees. Both the Employer and the Union acknowledge that this interaction and care includes non-bargaining unit employees being in ratio with clients. This shall not be construed to prohibit or prevent the Employer from providing necessary client care and services or infringe upon the duties of non-bargaining unit employees.

Section 10.04 Reassignment of Bargaining Unit Work.

Except for a refusal by a bargaining unit employee or employees to perform work for any reason, including a safety reason, or as required by statute or administrative rule, or in an exigent or emergency situation, or on an incidental basis, bargaining unit work shall not be reassigned to non-bargaining unit employees. The Employer shall not replace bargaining unit positions with non-bargaining unit positions.

Article XI. Low Needs.

Section 11.01 Employer Prerogative to Determine Level of Care.

The Employer shall continue to determine the level of care for residents and the number of staff at each house. Each client will be designated as high needs or low needs based on the number and severity of behaviors and required personal cares. The Program Coordinator, with the approval of Management, will determine each client's designation within the first forty-five (45) days of placement and after change of condition affecting the level of care. The determination regarding a client's designation is not subject to the grievance procedure.

Section 11.02 High Needs Staffing between 4:00 PM and 10:00 PM.

As long as there is one high needs client at a house there will be no less than two (2) qualified employees, who may be non-bargaining unit employees, clocked in for that house between 4:00 PM and 10:00 PM, unless mutual agreement by working employees in that home, with supervisor approval, determines otherwise. In the event there is only one client, who happens to be high needs, there will be a minimum of one (1) staff scheduled.

Section 11.03 Removal of Full Time Employee from Schedule.

Unless a Full-Time employee voluntarily agrees to be removed, when a Full Time Employee is removed from the schedule for low needs, the Employee will be offered to work any existing vacancies at another program, training, or assigned other tasks. When working a shift or partial shift at a site other than the Employee's assigned program, the Employee will be paid mileage at the AHL rate for the additional miles driven. If there are no hours available, a Full Time Employee removed from the schedule will be paid for half of their scheduled hours for each shift not worked. After reporting for scheduled work, no

employee shall be sent home due to low needs, unless the employee voluntarily agrees to be sent home, in which case the Employee will not be paid.

Article XII. Seniority.

Section 12.01 Definitions.

(a) Seniority.

“Seniority” shall mean an employee’s length of continuous service with the Company, within or without the bargaining unit, measured from date of hire. If application of the preceding sentence results in two (2) or more employees having the same Seniority, the employee whose name appears earlier on the Company’s alphabetical listing of employees shall be deemed more senior. Seniority shall be applicable only as expressly provided in this Agreement.

(b) Seniority Pool.

All employees holding the same job classification, who are qualified to work in a particular Job Code, shall constitute a seniority pool for that Job Code.

Section 12.02 Layoffs.

(a) Determination of Layoffs.

The Company will determine the timing of layoffs, the number of employees to be laid off, and in which seniority pool(s) layoffs will be effected. A uniform reduction in the number of hours scheduled in a work week for all employees in a seniority pool shall not constitute a layoff.

(b) House Closing.

If the Company determines to close a house each Employee within that Seniority Pool is subject to layoff. However, the Company will first identify all position vacancies and offer options by Seniority within that Job Code (i.e., most senior will get first pick of vacancies). If the Employee does not accept one of the vacancy offers, or there are no vacancies available, that Employee will be laid off.

Section 12.03 Recall.

(a) Order of Recall.

If the Company determines to fill a vacancy in a Seniority Pool from which employees have been laid off, such employee shall be recalled in the reverse order of layoff. An Employee will lose such status if the layoff exceeds twelve (12) months or after turning down three (3) shifts/position offers placed in recall. In the event layoffs occurred on the same date, Employees shall be recalled in order of Seniority (i.e., most senior will be presented the recall offer first.

(b) Notice of Recall.

The Company will forward notice of recall by certified mail or courier (i.e., FedEx/UPS) to the last known address of the Employee reflected on Company records. The Employee must, within two (2) calendar days of delivery or attempted delivery of the notice of recall, notify the Company of his or her intent to return to work on the date specified for recall, and, thereafter, return to work on such date. The Company may attempt contact by another method, such as phone or e-mail, and if contact is made, is not obligated to send notice via certified mail or courier.

Section 12.04 Filling a Vacancy.

(a) Posting and Bidding.

If the Company determines to fill a job within the bargaining unit, the Company will post a notice of the vacancy or job opening on employee bulletin boards for seven (7) calendar days. If no qualified candidate applies within seven (7) calendar days, then the notice shall be posted externally. Subject to the provisions of Section 4(c), any employee may submit a bid for the job, in writing, during the posting. The Company shall not be required to internally post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within a posting period shall remain valid for sixty (60) days.

(b) Selection.

From among employees qualified for a posted job, who submit bids for the job, the Company will award the job to the most qualified employee; provided that, if, because two (2) or more bidders are equally qualified, application of such standard results in a choice of more than one (1) employee who might be awarded the job, the Company will award the job to the senior employee. If no employees qualified for the posted job submit bids for the posted job, the Company may fill the posted job from any source.

(c) Qualified Employee.

It is, and remains, a management prerogative to determine who is a Qualified Employee. In making that determination, Management will review the following criteria:

1. Having the appropriate qualifications for a position as defined by the Job Description;
2. Having experience or ability to perform job duties with the Job Description;
3. Capable of meeting the position qualifications;
4. Demonstrates great work ethic and is hardworking;
5. Reliable, trustworthy and presents themselves in a professional manner;
6. Communicates effectively with residents and peers;
7. Has a positive attitude and an ability and desire to learn;
8. Energetic and has an outgoing personality;
9. Is able to make sound decisions under pressure and with short notice; and
10. Always acts in the best interests of the residents.

(d) Restrictions on Bidding.

An employee who is awarded a job for which he or she has bid must accept it.

(e) Disqualification of Bidder.

An employee who is unable to perform the job to which he or she bid to the satisfaction of the Company within ninety (90) work days after being awarded the job shall be returned to the job classification he or she held at the time of submitting the bid.

Section 12.05 Termination of Seniority.

An employee's seniority shall be terminated and his or her rights under this Agreement forfeited for the following reasons:

- (a) discharge, quit, retirement, or resignation;
- (b) failure to give notice of intent to return to work after recall within the time period specified in Section 12.03(b) of this Article or failure to return to work on the date specified for recall, as set forth in the written notice of recall;

- (c) except for layoffs or authorized leaves, a time lapse of thirty (30) days without working a shift or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Company, regardless of reason;
- (d) failure to return to work upon expiration of a leave of absence; or
- (e) layoff for a period of twelve (12) months or more or after turning down three (3) shift/position offers.

Section 12.06 Seniority List.

The Company shall provide the Union with a current seniority list upon request.

Section 12.07 Return of Personnel to the Bargaining Unit.

An Employee, who, after transfer or promotion out the bargaining unit, remains in the continuous employ of the Company, may be transferred, at the sole option of the Company, and notwithstanding any other provision of this Agreement, to any job classification in the bargaining unit previously held by the person. If the transfer of such a person to the bargaining unit requires the layoff of an Employee, the employee with the least Seniority in the Seniority Pool to which the transfer occurs will be laid off.

Article XIII. Discipline.

Section 13.01 Disciplinary Actions.

Depending on the circumstances, disciplinary action may take any or all of the following forms, even on a first violation:

1. Oral reprimand;
2. Written reprimand;
3. Suspension without pay;
4. Demotion; or
5. Discharge.

Section 13.02 Discipline in Personnel File.

Discipline that is placed in the Employee's personnel file shall be read and acknowledged by the signature of the Employee. The Union and the Employee involved will receive a copy of such discipline.

Section 13.03 Three-Day Suspension before Discharge.

Discharges will be preceded by a three (3) day suspension without pay.

Section 13.04 Weingarten Rights.

An Employee will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.

Section 13.05 Access to Personnel Record.

Upon written request, Employees shall be provided access to and/or a copy of their personnel record within seven (7) working days in accordance with Minnesota Statutes, sec 181.961.

Article XIV. Attendance.

Section 14.01 Attendance Policy.

The Employer and the Union strive for all employees to conduct themselves in a professional manner during their employment. This includes practicing good attendance habits. All employees should regard coming to work on time, working their shift as scheduled, and leaving at the scheduled time as essential functions of their jobs and an important part of every employee's job description. Staff meetings and trainings are considered scheduled shifts and follow the same attendance procedures as defined below. For trainings, if greater than 15 minutes late the training will need to be rescheduled unless a supervisor approves otherwise.

Section 14.02 10-Point System.

The goal of this attendance policy is to eliminate poor attendance habits. It uses a point system, and considers excused and unexcused absences. Any occurrence should be documented by the supervisor.

Points:

- If accrued PTO is used for a Sick or Safe Leave qualified absence [as defined by Section 18.05 (1-3)] and the employee gives proper advance notice (as defined by Section 14.05), no points will be assigned.
- Each late in/out = 1/2 point (shows for shift 1-30 minutes late OR punches out 8-30 minutes after their shift ends without a reasonable explanation).
- Each early in/out = 1/2 point (punches in 8-30 min early OR punches out 1-30 minutes early without prior notice/approval).
- Each authorized tardy = 1 point (calls prior, or within 15 minutes of shift starting, but is running greater than 30 minutes late with a reasonable explanation).
- For an authorized absence (as defined in 14.06) that is foreseeable but does not qualify for Sick or Safe Leave and the employee provides proper notice but does not find their own replacement = 1 point.
- Found a replacement, but that replacement wasn't qualified (trained at the program) or it puts them into OT that wasn't approved in advance = 1 point.
- If notice is not given as soon as practicable for an **unforeseeable** absence that qualifies for Sick and Safe Time and the employee uses accrued PTO, the employee will be assigned 1 point for the failure to give notice as soon as practicable.
- If advance notice of four (4) hours is not given for any **foreseeable** absence, including an absence that qualifies for Sick or Safe Time, the employee will be assigned 3 points for failure to give notice.
- If notice is not given as soon as practicable for an **unforeseeable** absence that does not qualify for sick and safe leave, the employee will be assigned 3 point for the failure to give notice as soon as practicable.
- Each unauthorized absence = 3 points (calls before start of shift but does not find replacement; even if they call within 4 hours of the shift starting, but doesn't have a reasonable explanation).
- Each unauthorized in/out = 3 points (any alteration greater than 30 min without prior notice/approval).
- Each unauthorized out during a client crisis/emergency response = 5 points.
- Each no call/no show for work (no call in) = 5 points.
- Each employee starts fresh, with no points, after 6 months of receiving no additional attendance related points.

There may be other extraneous or unpredictable circumstances outside the scope of this policy; therefore, point assignments may be adjusted as necessary at the discretion of Management and Human Resources.

Section 14.03 Progressive Disciplinary Action.

- 3 points = Verbal clarification of expectations
- 5 points = First written warning
- 8 points = Second written warning
- 10 points = Termination

Section 14.04 Definition of Proper Notice (Foreseeable and Unforeseeable)

Proper notice for a foreseeable absence/tardy would need to be at least four hours prior to the start of the shift or as soon as the employee becomes aware of their need to be late or absent. A foreseeable event is anything that the employee could have reasonably anticipated at least four hours prior to the start of their shift.

Proper notice for an unforeseeable event would be as soon as practicable after the employee becomes aware of their need to be late or absent. Unforeseeable events are those that the employee could not have reasonably anticipated in advance and are unpredictable in nature.

Section 14.05 Definition of Unauthorized Absences.

Unauthorized explanations for absences (or tardies) are those that could have been anticipated, are reasonably within the control of the employee, or could have been avoided if proper planning and communicating had occurred. They are explanations that could have been authorized in advance by the Coordinator or Manager. Unauthorized absences are subject to coordination with other progressive discipline or termination.

Section 14.06 Definitions of Authorized Absences.

Authorized explanations for absences (or tardies) are those that occur at little to no fault to the employee and are taken only to protect the safety, health, or welfare of an employee or their family. Examples may include authorized uses of PTO as defined in 18.05 (1-3), poor road conditions, running late due to being stopped by a train, getting mandated at a prior job, etc. These would be considered reasonable explanations. Reasonable explanations can be better defined as a justifiable reason for the delay or absence that has supporting evidence to be genuine. Keep in mind frequent absences/tardies, even if a variety of explanations, may be seen as unjustifiable without additional proof. Supervisors may ask for proof at any time.

Documentation may be required for absences in excess of three (3) days that qualify for Sick and Safe Leave.

The employer may also require documentation for other absences under other leave policies, laws, rules, and regulations such as FMLA, ADA, Minnesota Parenting and Pregnancy Leave, workers' compensation, and other statutorily authorized leaves for absences of both less than or more than three (3) days.

Section 14.07 Attendance Policy and Procedure.

Further information on the Employer’s policy regarding attendance can be found in the Attendance Policy, modified 1/1/2020, which is attached hereto as ADDENDUM A.

Article XV. Wages.

Section 15.01 Training Wage.

All new staff hired as Direct Support Professionals, Direct Support Aides, Personal Support Specialists, BRIDGES Counselors, or Site Leads will be subject to a training wage (minimum wage) for the first 30 hours of employment.

Section 15.02 Wages after Thirty (30) hours.

After the first 30 hours of employment, the following graph identifies starting pay per position.

Position	Starting Wage*	Summary
Direct Support Professional (DSP)	\$15.00/hour	The DSP functions as an advocate, supporter, educator, and care giver to individuals with disabilities. They assist individuals develop basic living and social skills to gain optimal independence and integration into the Community. Depending on the individual, DSP’s provide assistance with living skill development, health maintenance, medication administration, personal care, and behavioral development/management. The primary goal is to provide services to enrich the lives of our residents to live happy, healthy, and fulfilling lives.
Personal Support Specialist (PSS)	\$15.00/hour	The PSS provides billable services such as but not limited to homemaker, companion, night supervision, and personal support. The goal is to provide necessary supervision, socialization or housekeeping services to maintain community living. This may include assisting clients with self-care, social/recreational activities, laundry or housekeeping, meal prep, shopping, home management tasks or other activities of daily living.
BRIDGES Counselor I (BCI)	\$16.00-/hour	The BC1 position only provides Individualized Housing Supports (IHS) and does not require a degree or minimum number of hours of experience.
BRIDGES Counselor II (BCII)	\$17.00/hour	The BC2 delivers multiple services and requires a degree or 2 years of FT experience)

		The BCII provides a variety of billable services such as, but not limited to, housing access, independent living services, behavior specialist and supported living services. Primary goals are to develop, maintain, and improve the community skills of the consumers with whom worked. This could be assisting with self-care, communication skills, community living, and mobility, reduction/elimination of maladaptive behavior, sensory/motor development, socialization, and other similar services.
Certified Peer Specialist (CPS)	\$14.00 - \$16.00/hour	The Certified Peer Specialist (CPS) provides a variety of services such as, but not limited to, Brainerd House, Individual Residential Treatment Services. Primary goals are to work cooperatively with the Treatment Director and other staff in their ability to share personal recovery experiences and to develop authentic peer to peer relationships is essential to an effective CPS performance.
Mental Health Rehab Worker (MHRW)	\$15.00 - \$17.00/hour	The Mental Health Rehabilitation Worker provides a variety of services such as, but not limited to, Brainerd House, Individual Residential Treatment Services. Primary goals are to work cooperatively with other staff in implementing and evaluating Recipient care and programming. This could include prompting Recipient with self-care cues, use of health coping skills, communication skills, reduction /elimination of maladaptive behavior, and healthy socialization.
Mental Health Practitioner (MHPR)	\$17.00 - \$21.00/hour	The Mental Health Practitioner provides a variety of services such as, but not limited to, Brainerd House, Individual Residential Treatment Services. Primary goals are to work cooperatively with other staff in developing, implementing and evaluating Recipient care and ensuring programming meets Department of Human Services requirements. This could include prompting Recipient with self-care cues, use of health coping skills, communication skills, reduction /elimination of maladaptive behavior, and healthy socialization.
*\$0.50 less if position allows a non-driver (Differentiated by an "Aide" position in AFC)		
*up to \$3 more if rate exception is approved by county/state (Differentiated by a "+" position in AFC)		

Section 15.03 Performance-Based Longevity Increases.

An employee shall be eligible for a 0%-4% performance-based longevity increase based on the performance factors currently used by the Employer: attendance, corrective action plans, medication administration errors and position expectations. These will occur on the following anniversaries of employment: 1, 2, 4, 6, 8, and 10.

For illustrative purposes only, the following would be the wage progressions if a new DSP Employee qualified for the maximum 4% performance-based increase on each relevant anniversary:

Anniversary	Maximum Wage after 4% Performance-Based Increase
1	\$15.60
2	\$16.22
4	\$16.87
6	\$17.55
8	\$18.25
10	\$18.98

Section 15.04 COLA increases.

COLA increases in the Employer’s reimbursement rate, if made, by the Minnesota legislature shall be in addition to the performance-based longevity increases. When a COLA is made, the Employer and the Union shall meet and negotiate the allocation of the COLA within the guidelines of the law granting the COLA.

Section 15.05 Site Leads.

The Employer, in its sole discretion, may appoint a Site Lead to any program. A Site Lead shall receive in addition to their hourly pay the sum of \$1.00 per hour. The Employer, in its sole discretion, shall designate the shift or shifts each Site Lead will work.

Section 15.06 Right to Change Payroll Tax Exemptions.

Employees will be free to change their payroll tax exemptions at any time in accordance with State and Federal laws.

Section 15.07 Longevity Bonus.

In the first pay period after the following employee anniversaries with the Company, the following longevity bonuses will be given in the following gross amounts, less withholdings for FICA, taxes and other deductions: 3 years - \$200; 5 years - \$300; 7 years - \$400; 9 years - \$500.

Section 15.08 Employee of the Month and Year Recognition Bonuses.

The Employer will be recognizing employees through an Employee of the Month bonus in the gross amount of \$50, less withholdings for FICA, taxes and other deductions.

(a) How to Submit Employee of the Month Nominations:

An Employee of the Month nomination can be submitted by anyone in the Company, including members of the bargaining unit, Company clients, and management. Those who submit

nominations can choose to remain anonymous. The Employee of the Month selected shall only include bargaining unit members, however recognition on supervisors, management or other individuals within the Company are welcome to be heard. Nominations should be submitted to the Supervisor of the location.

(b) How the Employee of the Month is Selected:

One Employee is selected from bargaining unit members each month that is designated as Employee of the Month. All new Employee of the Month nominations that are submitted are read aloud to supervisors and management at the monthly supervisor meeting. Those supervisors that are not in attendance at the meeting (i.e., BTS) shall receive all nominations by email and given the opportunity to cast a vote. Supervisors each cast one (1) vote for a nominated Employee. The nominated Employee with the most votes is selected for Employee of the Month for the month following that supervisors' meeting.

(c) Annual Drawing

On an annual basis at the end of the calendar year, all employees of the Month, whether or not current bargaining unit employees shall be eligible for a random drawing to name the Employee of the Year and for a gross bonus of \$500, less all applicable withholdings.

Article XVI. Health Care.

Section 16.01 Qualification for Coverage.

DSP's, DSA's, PSS', DSP+'s and BC's are considered variable hour employees under the Affordable Care Act (ACA). The Employer has an Initial Measurement Period (IMP) of one (1) year. If an employee averages the number of hours required under the ACA to be considered "full time" during the IMP, the employee will be "Qualified" for coverage.

Section 16.02 Health Care Coverage for Qualified Employees.

The Employer is currently classified as a large employer under the measurement rules of the Affordable Care Act. The Employer will offer health insurance for an eligible employee that meets the Minimum Essential Coverage.

Section 16.03 Plans of Coverage.

The Employer agrees to make arrangements for the employees to enroll in one (1) or more plans of health care insurance, if available, that meet the Minimum Essential Coverage (MEC Plan) standard for benefits. The MEC Plan covers preventative care and routine services such as annual exams, immunizations, and health care screenings. The employer will contribute for eligible employee's costs for health insurance, unless the employee elects a tax credit subsidy instead. The employer's contribution is based on at least 50% of the premium cost of employee-only coverage in a high deductible benchmark plan in the individual market. On an annual basis, AHL will consult with the union and provide recommended healthcare options that the company is willing to offer.

Article XVII. Hours of Work.

Section 17.01 Training Time After Schedule Posted.

If an Employee requires training, time for such training shall not be deducted from an Employee's scheduled hours once the schedule is posted. For example, if an Employee is scheduled to work forty (40) hours in a week and training is scheduled outside of the hours the Employee is scheduled, the Employee's scheduled hours will not be reduced for training.

Section 17.02 Freedom to Change Exemptions.

Employees will be free to change their payroll tax exemption at any time in accordance with state and federal laws.

Section 17.03 Breaks.

Client and program needs permitting, Employees are entitled to a total of fifteen (15) minutes of paid break time for every four (4) hours worked and a total of thirty (30) minutes of break time for every eight (8) hours worked.

Section 17.04 Requests for Time Off.

Employees shall provide their request for time off the following month no less than fifteen (15) days prior to the start of the next calendar month. Once posted, an Employee's schedule can only be changed by mutual agreement, with the exception of Low Needs as set out in Article XI above, or unless mandated.

Section 17.05 Overtime and Mandated Shift Differential.

Employees shall receive overtime pay at a rate of one-and-one-half (1 ½) times their regular rate of pay for time worked in excess of 40 hours per workweek. Employees will be paid a mandated differential of \$3.00 per hour for each mandated hour worked. The term "Mandated" means the Employee was unable to leave the job site due to his or her replacement not arriving or the Employer directing the Employee to work additional hours not previously scheduled. Employees will not be required to work more than 18 hours without the ability to sleep unless they consent to such hours. Compliance may involve swapping staff from one house to another to allow approval for sleep and/or requiring the on-call supervisor to find coverage or report to work. Sleep is defined as 6-hours of uninterrupted rest unless there is an unforeseen need. An Employee shall not be required to return to work less than 8 hours after working 16 or more consecutive hours-Differentials will not be paid for trainings or meetings. Differentials be used for calculating overtime

Section 17.06 Advance Approval before Working Overtime.

An Employee is required to obtain advanced approval before picking up an open shift if the open shift would put the Employee into an overtime status. If a scheduled shift is cancelled by mutual agreement due to an Employee picking up an open shift, the Employer will be responsible for finding coverage for the cancelled shift.

Article XVIII. Paid Time Off (PTO).

Section 18.01 Adoption of Employer's PTO Policy.

Except as modified by this Article, the Policy and Procedure for PTO for employees shall be defined in the Employer's Policy #HR005. The use of such PTO shall be subject to the Employer's current Policies and Procedures on taking PTO. PTO may only be taken in four (4) hour increments, once accrued.

Beginning January 1, 2020, it is the intent of the parties to institute a PTO Policy that also complies with Minnesota state law ("the Statutes" and the City of Duluth Ordinance No. 10571 ("The Ordinance) mandating Sick and Safe Time. In the event of questions of interpretation not answered by the express words of this Agreement, the Statutes and the Ordinance shall control, it being the intent of the parties to comply with the Statutes and the Ordinance.

It is also the intent of the parties to extend the benefits of Sick and Safe Time under the Statutes and the Ordinance to all employees covered by this Agreement, whether or not the employees primarily work within the city limits of the City of Duluth.

Section 18.02 PTO for Classified Full-Time Employees.

(a) PTO Accrual Rates for Classified Full-Time Employees.

Years of service for purposes of PTO accrual is based on the year of service that the staff *will* be completing that calendar year, as long as they have been employed at least 90 days. New PTO Accrual rates will begin the first pay period of the new year. Years of service is calculated either from date of hire (if hired directly into full time position) or if moving from part time to full time, is determined by number of hours in their part time position. Each 2080 hours is considered one year of service and will be evaluated at the time they move into a full-time position.

For full time classified employees, accrual rates for PTO are based on years of service and accrue on a per pay period basis. With the exception of those accruing at a rate of 0.02/hr., an employee's accrual per pay period may not exceed the hours listed under "Accrual Equivalent Hours/Pay Period." An employee accruing at a rate of 0.02/hr., may not exceed 2.5 hours of PTO accrued per pay period. PTO hours used in a pay period do count towards the employee's accrual for that pay period.

PTO for classified full-time employees is accrued at the following rates:

Direct Care (Full Time Classified)			
Years of Service	Accrual Rates (Per hour worked)	Accrual Equivalent in Hours/Pay Period (At 80 hours/pay period)	Accrual Equivalent in Days/Year (At 2080 hours/year)
Upon Hire	0.02	1.6 hours	5.2 days
1	0.0385	3.08 hours	10 days
2	0.0461	3.69 hours	12 days
3	0.0539	4.31 hours	14 days
5	0.0615	4.92 hours	16 days
7	0.0693	5.54 hours	18 days

10	0.0769	6.15 hours	20 days
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Section 18.03. PTO for Part-Time Employees.

Accruals for part-time/variable hour staff are based on actual hours worked, including overtime. A part-time employee accrues PTO at the rate of 1 hour for each 50 hours worked, regardless of years of service. PTO accrues per pay period. A part time employee may not exceed 2.5 hours of PTO accrued per pay period.

Section 18.04. Required Use of PTO.

An employee, who also qualifies for FMLA Leave, Minnesota Parenting Leave, or Adoptive Parenting Leave, must use any accrued PTO leave concurrently with such leaves.

Section 18.05. Authorized Uses of PTO.

After completing their probationary period or 90 calendar days of employment (whichever comes first), any employee is guaranteed the use of then accrued PTO for Sick or Safe Leave as defined in subparagraphs 1, 2, and 3 below. These will be referred to hereinafter as "Sick or Safe Leave."

An employee may also use accrued PTO for Vacation or Personal Time, after approval by the Employer.

An employee may not use PTO before it has been accrued, unless the employee has prior to such use signed a Loan Agreement agreeing to repay the Employer the unaccrued hours used in the event of separation from employment before the unaccrued but used hours have been repaid through subsequent accruals. The following uses are the authorized uses of PTO

1. **Personal Sick Leave.** "Personal Sick Leave" is an absence from work resulting from an employee's own mental or physical illness or injury, or health condition to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative care;
2. **Family Member Sick Leave.** "Family Member Sick Leave" is an absence from work to allow the employee to provide care for a family member with a mental or physical illness, injury, or health or health condition who needs medical diagnosis, care or treatment of a mental or physical, or care for a family member who needs preventative care;
 - a. "Family member" for this paragraph numbered 2 and the following paragraph numbered 3 means the employee's:
 - i. Child, adopted child, adult child, foster child; legal ward, or
 - ii. Child for whom the employee is a legal guardian;
 - iii. Spouse or domestic partner;
 - iv. Sibling, stepsibling or foster sibling;
 - v. Parent, stepparent, mother-in-law, father-in-law;

- vi. Grandchild, foster grandchild, grandparent, step grandparent; and
 - vii. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship.
3. **“Safety Leave”**. “Safety Leave” is an absence from work for the purpose of providing or receiving assistance to the relatives described in paragraph numbered 2 above because of domestic abuse, sexual assault, harassment, or stalking of the employee or employee's family member.
- i. "domestic abuse" has the meaning given in Minnesota Statutes section 518B.01;
 - ii. "sexual assault" means an act that constitutes a violation under Minnesota Statutes sections 609.342 to 609.3453 or 609.352; and
 - iii. "harass" and "stalking" have the meanings given in Minnesota Statutes section 609.749.
4. **Absences for vacation or personal time**. “Absences for vacation or personal time” are authorized absences from work only if the employer in accordance with its policies has first approved such absences in advance.

Section 18.06. Carry Over of PTO from Year-to -Year and Payment Upon Separation.

If an employee has any remaining accrued PTO hours at the end of a calendar year, up to eighty (80) hours will be rolled over into the following calendar year. Any remaining unused PTO, in excess of the allotted 80 hours, will be lost.

Upon separation from employment, any accrued but unused PTO, up to 80 hours, shall be paid to the employee at the employee’s then current wage rate provided the employee gives at least a two-week notice of termination and fulfills the notice accordingly. At the employer’s sole discretion, the employer may approve PTO payout without the employee fulfilling a two-week notice. An employee must be employed for at least 90 days in order to receive PTO payout of any accrued PTO. PTO payout is always rounded to the nearest half hour.

Once a two-week notice is given, staff may not take PTO during their two-week notice period. In the event any time off/PTO requests had already been approved for any time during a notice period, this time will not count towards a staff’s two weeks’ notice requirement. The time off may still be granted but will be considered unpaid time off, as all PTO will be held until a full 14-day notice is fulfilled.

PTO payout shall not be granted in the event a staff is terminated for misconduct. Employees who do not give a two-week notice or who are terminated for misconduct will not receive a payout of accrued but unused PTO. “Misconduct” for purposes of this paragraph shall have the same meaning as “misconduct” for purposes of unemployment defined in Minn. Stat. 268.095, subd. 6 and subd 6a, as amended.

Section 18.07. Notices required prior to use of accrued PTO and discipline for Misuse.

All employees must continue to give the Employer notices required under the Employer’s policies prior to using accrued PTO for Sick or Safe Leave including, but not limited to, notice to the employer prior to an employee’s regular scheduled shift; however, an employee is not required to obtain a replacement employee for the hours during which the employee uses Sick or Safe Leave.

Section 18.08. No Retaliation for Use of Sick or Safe Leave for Authorized Uses

Employees who request use of accrued PTO for Sick or Safe will not be retaliated against. However, it is agreed it is not retaliation for the employer to investigate whether the use of Sick or Safe Leave was actually for Sick or Safe Leave. An employee who misuses Sick or Safe Leave for Vacation Leave or Personal Leave may be disciplined up to and including termination of employment.

Section 18.09. Employee Complaints regarding Denial of Use of Sick or Safe Leave or Retaliation for Use of Sick or Safe Leave

The parties subject to this Agreement may grieve under the grievance procedures of this Agreement any Complaints regarding the Use of accrued PTO for Sick or Safe Leave or retaliation for the Use of PTO for Sick or Safe Leave.

Employees working within the City of Duluth also have the right under City of Duluth Ordinance No. 10571 to file a written complaint with the Duluth City Clerk within one (1) year of a claimed violation if PTO is denied for accrued Sick or Safe Leave or the employee is retaliated against for requesting or taking accrued PTO for Sick or Safe.

Article XIX. Leaves.

Section 19.01 Jury Duty.

The Company makes available jury duty pay when jury duty occurs during the time the employee was scheduled to work. If an employee is not excused from jury duty, he/she will be paid the difference between the amount paid for jury duty services and his/her regular rate of pay/salary. Verification of jury duty attendance is required to receive such pay.

An employee receiving a notice of jury duty will promptly provide his/her summons for jury duty to his/her supervisor. The employee may attempt to be excused from or to reschedule such service if desired, but is not required to do so.

Employees on jury duty must work each day and perform their regular duties during established working hours and shifts except for the time when they are actually engaged in jury service.

The Company does not retaliate against employees who are summoned to serve on a jury who respond to such summons, who serve as jurors, or who attend court for prospective service. The Company supports employees’ civic duty to serve as jurors.

Section 19.02 Military Leave.

Military leave is available to employees who perform duty, voluntarily or involuntarily in the “uniformed services.” These services include the Army, Navy, Marine Corps, Air Force, Coast Guard and Public

Health Service commissioned corps, as well as the reserve components of each of these services. Federal training or service in the Army National Guard and Air National Guard also gives rise to rights under this policy.

Uniformed service includes active duty, training and inactive duty (such as drills), as well as the period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

Employees will be granted leave as required to fulfill their military obligations, to a cumulative maximum of five years as required by the Uniformed Services Employment and Reemployment Rights Act (USERRA). Military leave will not be paid, but employees may choose to use their PTO.

For absences of less than 30 days, any benefits the employee may have will continue as if the employee had not been absent. After the first 30 days of military leave, benefits may be continued in accordance with USERRA. USERRA permits employees on military leave to continue coverage for a period of 24 months by paying the full cost of the premiums.

Employees must notify their supervisor as soon as possible of the need for time off for military service. In the event that the employee does not notify the supervisor, protection under USERRA may be forfeited and the time off may be considered unexcused.

Returning employees should report back to work as soon as possible upon returning from military service. If the employee does not return in a timely manner, the employee is subject to the personnel policies and practices for unexcused absences.

(a) Re-Employment:

Employee will be reemployed as follows:

- In the job the employee would have held had he/she remained continuously employed, so long as the employee is qualified for the job or can become qualified after reasonable efforts to qualify the employee (e.g., obtain a new certification, renew lapsed license, etc.); or
- In the job in which the employee was employed on the date of the commencement of military service, only if the employee is not qualified to perform the duties of the job referred to above.

If the employee cannot become qualified for either description above even after reasonable efforts, the employee is to be reemployed in a job that is the nearest approximation to the descriptions above.

Please also see policy HR009: Family Medical Leave (FMLA) for specific Military FMLA.

Section 19.03 Military Caregiver Leave.

If you meet the eligibility requirements described below, you may take up to a total of 26 workweeks of leave in a 12-month period measured forward from the date you first are absent to care for a covered service member (called “military caregiver leave”). To qualify for military caregiver leave, the covered service member must be your spouse, child, parent, or you must be the covered service member’s “next of kin.”

A covered service member is:

- A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness (as defined in the applicable regulations); or

- A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness (as defined in the applicable regulations).

If military caregiver leave is taken, you will be entitled only to a combined total of 26 workweeks of FMLA Leave to care for a covered service member and for any other FMLA purpose in the applicable 12-month period.

Section 19.04 Crime Victim Leave.

The purpose of this leave is to provide unpaid time off to eligible employees to obtain domestic restraining orders, harassment restraining orders or orders for protection and to attend criminal court proceedings pertaining to a heinous crime of which the employee, his or her significant-other, or next-of-kin was the victim.

(a) Definitions:

(i) Next of Kin.

Related by adoption, marriage, or blood, to include parents, significant-other, child, step-child, sibling, or parents-in-law.

(ii) Victim.

One who incurs loss or harm as a result of a crime. The term “victim” does not include the person charged with or alleged to have committed the crime.

(iii) Heinous Crime.

First, second, or third-degree criminal sexual conduct if the offense was committed with force or violence or if the complainant was a minor at the time of the offense; first, second, or third-degree murder; or attempted first, second, or third-degree murder.

(b) Notice Requirements.

Unless it is impracticable to do so, the employee will give 48 hours advance notice of the need for the absence to his or her supervisor or Human Resources. The employee may be asked to provide verification of a need for the leave. Examples of verification include, but are not limited to, the following: copy of the subpoena, letter from the attorney or victim’s advocate, court docket establishing date and time for court proceedings, copy of the application and affidavit for the restraining order or order for protection, or a receipt for parking confirming the date and time.

(c) Privacy of Leave Request.

Employer generally will not disclose information related to an employee’s leave under this policy except as may be necessary for compliance with or enforcement of a restraining order, order for protection, or similar order.

(d) No Adverse Action.

The Employer will not take adverse action against an employee for taking leave under this provision.

Section 19.05 Parental Leave.

(a) Minnesota Parenting Leave Act: -Eligible Employees:

Employer will provide up to twelve weeks of unpaid parenting leave to eligible employees in connection with the birth or adoption of a child or, if the employee is the birth mother, leave in conjunction with prenatal care or incapacity due to pregnancy, childbirth, or related health conditions if you meet the following:

1. You have been employed by Employer for at least twelve cumulative months; and
2. During the 12 months immediately preceding the leave, you worked an average of at least half time per week.

This twelve-week period may commence at any time chosen by you up to twelve months following the birth or placement for adoption. If a newborn infant must remain hospitalized beyond the date of discharge of his or her mother from the hospital, then the unpaid leave of absence may start up to twelve months after the infant's date of discharge.

(b) All Other Employees:

If you do not meet the eligibility requirements of the Minnesota Parenting Leave Act, Employer will provide up to six weeks of unpaid parenting leave in connection with the birth of the employee's child or placement of a child for adoption with the employee. This six-week period must commence within six weeks of a child's birth or placement for adoption. If a newborn infant must remain hospitalized beyond the date of discharge of his or her mother from the hospital, then the unpaid leave of absence may start up to six weeks after the infant's date of discharge.

(c) Employee Requirements:

(i) Advance Notice.

Eligible employees who want to take Parental Leave are required to give 30-day advance notice when the need for leave is foreseeable (e.g., pregnant employees anticipate time off for childbirth). When the need is not foreseeable, employees are required to give as much advance notice as possible.

(ii) Use of Paid Leave.

Employees who take Parental Leave are required to use whatever Paid Time Off (PTO) has been accrued as of the first day of the leave.

(iii) Required Reports.

The employee is required to provide periodic reports during the Parental Leave regarding the employee's status and intent to return to work.

(d) Return to Work:

The Employer will return the employee to his or her original job or, if that position is unavailable, to an equivalent job with equivalent pay, benefits and other employment terms and conditions upon the employee's return from parenting leave.

This policy does not supersede or supplant the provisions of the *Family and Medical Leave Act of 1993*. Employees who are eligible for coverage under that act will be treated in accordance with all of the provisions of that act.

Section 19.06 Child Conferences.

An eligible employee may take up to 16 hours of unpaid leave per twelve-month period in order to participate in his/her child's school conferences and school-related activities related to the employee's child if they can't be scheduled outside the employee's scheduled work hours. (See, Policy HR012)

Section 19.07 Bereavement Leave. (Policy #HR050).

(a) Definition of “Immediate Family.”

For the purpose of bereavement leave, “Immediate Family” shall be defined as an Employee’s or spouse’s child, parent, step-parent, grandparent, great grandparent, grandchild, sibling, brother-in-law, sister-in-law, father-in-law, mother-in-law, spouse, and domestic partner.

(b) Funeral Leave for Immediate Family Member.

When a death occurs in the Employee’s Immediate Family, a Full-Time employee may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. Employees must request approval from the Human Resource Manager or the Executive Director (if no Human Resources Director). The Employee must provide documentation within thirty (30) days to his or her Manager to confirm the death and the relationship of the decedent as an “Immediate Family Member” to the Employee. The Manager usually has discretion to allow additional days in consideration of cultural expectations, rituals, funeral location, obligations, and other factors.

(c) Additional Time Off.

The Employer understands the deep impact a death can have on an individual or a family; therefore, additional non-paid time off may be granted. The Employee may make arrangements with his or her supervisor for additional days off in the instance of the death of an Immediate Family Member. Additional unpaid time may be granted depending on the circumstances such as distance and the individual’s responsibility for funeral arrangements.

(d) Employee Responsibility.

An employee must notify his or her supervisor immediately of the need for bereavement leave. A Bereavement Leave Request Form must be completed by the Employee and approved by the Supervisor. The Human Resources Manager or the Executive Director (in the absence of a Human Resources Manager) will have final approval. In situations where the Employee cannot provide an advance written request due to extenuating circumstances, a verbal request to the Supervisor may be made and given by telephone the Bereavement Leave Request form will be completed upon the employee’s return to work. The Employee must indicate the anticipated length of absence and the name and relationship to the deceased.

Section 19.08 Other leaves.

The parties further agree that to the extent any leave is mandated by a state or federal statute, that when the statute changes to the benefit of the employee, the leave will be changed to conform to the statute without the need for additional bargaining.

Article XX. Safety/Quality Committee.

Section 20.01 Purpose.

This committee, with the help of management, is dedicated to promote the health, safety, and welfare of our employees, residents, and entire community. The intent is to increase awareness and training on how to prevent incidents and accidents, while maintaining a safe and healthful environment. The Safety/Quality Committee will meet at least quarterly and make recommendations for change as necessary.

Section 20.02 Organization.

The Safety Committee is comprised of a minimum of: two (2) employee and two (2) employer representatives. Employee representatives shall be volunteers or elected by their peers. Employer representatives will be appointed by management. Safety committee members will serve terms of at least one year. Committee membership terms will be staggered so at least one experienced member is always serving on the committee. If an identified member ends their employment or does not show for two consecutive meetings, they will no longer be considered a member of the committee. Any time spent at a safety committee meeting will be considered paid time. The Human Resources Manager and/or Executive Director will be responsible for scheduling the Safety Committee every three months or more frequently as needed. This individual will also be in charge of organizing the agenda, notifying committee members, assuring the above ratios are met, and taking notes from the meeting. Some, if not all, of these tasks may be delegated at the discretion of the Director. When recruiting committee members participants must be able to work with others toward a common goal, project a positive attitude, and have the ability to communicate and represent others.

Section 20.03 Role of Safety/Quality Committee Members.

The committee is responsible for:

- Reviewing any safety issues or concerns that have been raised
- Review recent incidents such as:
 - Work-related injuries
 - Use of emergency services (911, ambulance, police calls, etc.)
 - Behavioral incidents (elopement, physical aggression, property damage)
 - Work related vehicle accidents
 - Property damage
- Review and update all AWAIR manual contents at least annually
- Review employee's overall driving safety record with confidentiality protections/de-identification
- Report unsafe conditions and suggest improvements
- Determine if there should be changes in policy or procedure; or if other corrective action (such as training, equipment changes, suspension, etc.), should be implemented
- Sponsor and coordinate activities, contests, posters, etc. to encourage and promote safer operations.
- Organize temporary sub-committees to develop additional safety programs, policies, procedures, checklists, etc. that are identified through the Safety Committee meeting

Section 20.04 Extent of Authority.

The executive team (Management) will support the Safety Committee by reviewing minutes and responding to any requests or clarifications within 30 days. Both the Safety Committee minutes and the Executive Team's responses will be posted in our documentation/messaging system, RTasks. The Human Resource Manager and/or Executive Director will be responsible for doing this.

All written recommendations submitted to Management shall:

- Be clear and concise
- Provide reasons for implementation
- Include implementation costs and recommended completion dates
- List benefits

Section 20.05 Sample Agenda.

1. Roll Call
2. Introduction of visitors (people interested in seeing how the committee functions or person who are making special presentations or announcements to the group)
3. Reading of last meeting's minutes and discussion of old business
4. New business (outlined and approved ahead of time so as not to take up excess time)
5. Reports on programs or projects that the committee is currently engaged in
6. Assignments for the next meeting

The Human Resources Manager and/or Executive Director will distribute copies of the agenda a day or two in advance to all members to remind them of the meeting and to prime them for the topics to be discussed. They will ask committee members in advance for topics they would like on the agenda. Meetings will be scheduled for one hour in length.

Section 20.06 Summary.

Only the planning and effective leadership of management and the safety committee can build a lasting safety and health program. The safety/quality committee shall be a constructive entity, providing guidance and leadership in matters pertaining to the overall health and safety of the company.

Article XXI. Social Media.

We understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all employees in the bargaining unit.

Section 21.01 Guidelines.

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

The same principles and guidelines found in the Company's policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, residents, customers, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

(a) Know and follow the rules.

Carefully read these guidelines, the Company's Anti-Discrimination and Anti-Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

(b) Be respectful.

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolved work-related complaints by speaking directly with your co-workers or by utilizing our Open-Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, residents, members, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

(c) Be honest and accurate.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, residents, fellow employees, members, customers, suppliers, and people working on behalf of the Company or competitors.

Section 21.02 Post only appropriate and respectful content.

- Maintain the confidentiality of the Company’s trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.
- Do not create a link from your blog, website, or other social networking site to a Company website without identifying yourself as a Company employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, residents, fellow employees, members, customers, suppliers, or people working on behalf of the Company. If you do publish, a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Company.”

Section 21.03 Using Social Media at Work.

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your supervisor or consistent with the Company’s Computer, E-mail, and Internet Policy.

Do not use Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Section 21.04 Retaliation is Prohibited.

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another

employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Section 21.05 Media Contacts.

Employees should not speak to the media on the Company's behalf without contacting Management. All media inquiries should be directed to them.

Section 21.06 For more information.

If you have questions or need further guidance, please contact your supervisor or Management.

Article XXII. Labor/Management Committee.

Section 22.01 Purpose

The Employer and the Union hereby endorse the goal of a mutually constructive, cooperative relationship between the parties. To help to promote and foster such a relationship, the parties agree to establish a structure of a joint Labor/Management Committee. The purpose of such Committee shall be to improve communications between the Employer and the Union, and to serve as a forum in which issues of mutual concern can be discussed. The Committee shall have no authority to conduct negotiations or contractual issues nor is it intended to serve as a substitute for the Grievance Procedure of this Agreement.

Section 22.02 Organization

The Labor/Management Committee shall meet on a schedule or dates that are mutually agreed upon. Employees will be paid for up to one (1) hour of work. However, Employees cannot leave their assigned house/shift to attend this meeting without prior approval. The Committee shall consist of at least two (2), but no more than six (6) members designated by the Union and at least two (2), but not more than six (6) members from the Employer.

Article XXIII. Savings and Separability.

This Agreement is subject to the laws of the United States and the State of Minnesota, now existing or hereinafter enacted. In the event a provision of this Agreement shall be held contrary to law, or become invalid or unenforceable 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. However, it shall not affect any other provision in this Agreement or the applicability of any provision thereof. The parties shall meet and negotiate over the voided provision(s).

Article XXIV. Term and Notice.

This Agreement shall become effective July 1, 2021 through-June 30, 2024, (except as otherwise noted in this Agreement) and thereafter from year to year, unless either party provides the other a written notice of intent to bargain at least ninety (90) days prior to the termination date, it being recognized that the Employer is a health care organization.

IN WITNESS WHEREOF, the Parties and/or their duly appointed representatives have affixed their signatures.

**AT HOME LIVING GROUP
d/b/a At Home Living Facilities, Inc. and
Bridges for Success, Inc.**

LOCAL 1681, AFSCME COUNCIL 5, AFL-CIO

By: _____
Christopher Priley, Owner

By: _____
Eric Jacobson, Field Representative

By: _____
Maria Runyan, Executive Director

By: _____
Northern Field Director

By: _____
Donald C. Erickson, Attorney

MEMORANDUM OF UNDERSTANDING

It is further understood and agreed that the following policies have been added to the personnel policies for all bargaining unity employees subject to this agreement:

1. COVID-19 Infection Control and Preparedness Plan, as amended February 7, 2022; and
2. Employee Engagement, Appreciation, and Retention Policy, effective January 13, 2022.

**AT HOME LIVING GROUP
d/b/a At Home Living Facilities, Inc. and
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