COLLECTIVE BARGAINING AGREEMENT BETWEEN

MID-MINNESOTA LEGAL AID

AND

Council 5 AFSCME LOCAL 529

MAY 23, 2025 THROUGH DECEMBER 31ST, 2027

Contents

Definitions

1. "**Agreement**" and "this Agreement" mean this Collective Bargaining Agreement and its amendments, if any.

2. "**Bargaining unit**" and "the bargaining unit" refer to the group of those employees of the Employer who meet the definition contained in Article 1 of this Agreement, entitled "Recognition," as well as those employees who the Employer and the Union may from time to time expressly agree are part of the bargaining unit and subject to the provisions of this Agreement.

3. "**Deputy Director**" and "the appropriate Deputy Director" mean the Employer's deputy director in charge of the division within which an employee affected by a provision of this Agreement works or, if there is no such deputy director, to the executive director or other designate appointed by the executive director.

4. "**Employee**" means a member of the bargaining unit except where otherwise specifically indicated.

5. "**Employer**" and "the Employer" mean Mid-Minnesota Legal Assistance, Inc. including, when appropriate, its authorized officers and their designees.

6. **"Parties"** means the Union and the Employer. "Party" refers to either the Union or the Employer, as appropriate.

7. **"Seniority"** means an employee's length of service for the Employer from the most recent date of employment. Seniority is not interrupted during the period an employee is on approved leave, including leave for Union business.

8. **"Steward,"** "Union steward" and "Union officer" refer to an Employee who has been elected or appointed to represent the other Bargaining Unit members in the processing of grievances and other union activities.

9. "**Union**" and "the Union" mean American Federation of State, County, and Municipal Employees, Minnesota Council 5 including, when appropriate, its field representatives, employees, other agents, and their designees, who shall be referred to as "Union Representatives" in this Agreement.

Article 1: Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all full time and regular part time employees employed by Mid-Minnesota Legal Aid, excluding all managerial, supervisory, and confidential employees as defined in the National Labor Relations Act. The parties agree that the following positions are excluded from the bargaining unit: managing attorney, assistant supervising attorney, assistant intake coordinator, accountant, and human resources assistant. The parties agree that the following positions are included within the bargaining unit: office manager, grant manager, Microsoft 365 Solutions Developer, Development Officer, and Communications Associate.

Section 2. If the Employer establishes new job classifications within the bargaining unit, both parties agree to negotiate wages and hours. It is understood that all other terms and conditions of this Agreement will apply to such positions.

Section 3. If the Employer establishes new job classifications outside the bargaining unit, it will give the Union written notice of its intention to do so, together with the Employer's explanation of the basis on which the new classification is excluded.

Article 2: Union Security

Section 1. Membership. All persons now employed or hereinafter employed by the Employer shall become and remain members of the Union or alternatively shall pay the portion of the dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function.

Section 2. Termination. If any employee does not comply with the union security clause as defined above the Employer shall terminate the employee within thirty (30) calendar days of written notice to do so by the Union. The Union shall hold the Employer harmless from any claims of an employee so terminated.

Section 3. Check Off. The Employer agrees to deduct Union dues or fees from the wages of employees in the bargaining unit who have provided the Union and Employer with written authorization. Deductions shall be made by the Employer each pay period and transmitted to the Union via electronic funds transfer. The Employer shall provide the Union with a list of names of the employees and the deductions made each pay period. This list shall also include the job classification and the gross pay for each employee. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union. The Union will provide the Employer with a template for the list required by this section.

The Employer shall provide a payroll deduction for voluntary employee contributions to the Union Political Action Committee for employees in the bargaining unit who have provided the Union and Employer with written authorization. The Union will provide the Employer with a list of employees who have authorized such deductions. The Union will provide the Employer with any amendments to the list at least a week prior to the payroll date on which the amendment is to be effective.

Section 4. Union Access. The Employer must allow the Union to meet with bargaining unit members in facilities owned or leased by the Employer, and must allow the Union to use telecommunications technology owned or leased by Employer, regarding collective bargaining, the administration of collective bargaining agreements, grievances and other workplace-related complaints and issues, and internal matters involving the governance or business of the Union, provided the use does not interfere with organizational operations. Meetings conducted in buildings pursuant to this paragraph must not be for the purpose of supporting or opposing any candidate for partisan political office or for the purpose of distributing literature or information regarding partisan elections. The Union conducting a meeting in a building or other facility pursuant to this subdivision may be charged for maintenance, security, and other costs related to the use of the building or facility that would not otherwise be incurred by the Employer.

Section 5. Internal Communications. The Employer must allow the Union to communicate with bargaining unit members using their Employer-issued email addresses, or other Employer-issued communications software, regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the exclusive representative, consistent with the Employer's generally applicable technology use policies.

Section 6. New Employee Orientation. The Employer must allow the Union to meet in person or remotely with newly hired employees who are part of the bargaining unit, without charge to the pay or leave time of the employees, for 60 minutes, within 30 calendar days from the date of hire, during new employee orientations or, if the Employer does not conduct new employee orientations, at individual or group meetings. The Union shall receive no less than ten days' notice in advance of an orientation, except that a shorter notice may be provided where there is an urgent need critical to the operations of the Employer that was not reasonably foreseeable, such as when the new employee orientation is fewer than 10 days after the hiring is finalized. Notice of and attendance at new employee orientations and other meetings under this paragraph must be limited to the Employer, the Employees, the Union, and any vendor contracted to provide a service for purposes of the meeting. Meetings may be held for longer than 60 minutes only by mutual agreement of the Employer and the Union in advance. The Employer must allow the Union to provide written materials regarding the Union to employees during the onboarding period.

Section 7. Bargaining unit information. The Employer shall provide the Union with a report each payroll period which shall identify new hires in the bargaining unit by name and job classification. Within 20 calendar days from the date of hire of a bargaining unit employee, the Employer must provide the following contact information to the Union in an Excel file format or other format agreed to by the Union: name; job title; worksite location, including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the Employer; date of hire; and work email address and personal email address on file with the Employer. Every 120 calendar days, the Employer must provide to the Union in an Excel file or similar format agreed to by the Union the following information for all bargaining unit employees: name; job title; worksite location, including location within a facility when appropriate; rate of pay; home address; work telephone number; home and personal cell phone numbers on file with the Employer; date of hire; and work email address and personal email address on file with the Employer. The Employer must notify the Union within 20 calendar days of the separation of employment or transfer out of the bargaining unit of a bargaining unit employee.

Section 8. Board of Directors. All employees are encouraged to attend Mid-Minnesota Legal Aid Board meetings except for executive sessions of any such meeting. The Union reserves the right to present issues of organizational concern to the Board of Directors twice annually (or 2 out of the 4 board meetings) on an annual basis. If the Union intends to do so, it must give notice to the Employer of its intent to do so at least 30 days prior to a scheduled board meeting.

Section 9. Indemnification. The Union agrees to indemnify and save the Employer harmless against all claims that may arise out of or by reason of action by the Employer in reliance upon the Union security and check off authorization specified in this Article.

Article 3: Union Stewards and Union Time

Section 1. The Union may designate certain employees from the bargaining unit to act as Stewards and shall, within thirty (30) days of the execution of this Agreement and upon the occurrence of any change, thereafter, certify to the Employer a current list of business representatives, officers, and Stewards who are authorized by the Union to investigate and present grievances to the Employer. The Employer agrees to recognize such representatives for the purpose of investigating and presenting grievances to the Employer subject to the following stipulations:

- No more than two (2) employee representatives (Union steward or Union officer) will be authorized time off with pay to investigate or present any one grievance matter to the Employer. Nothing in this clause is intended to limit the number of union Stewards or

officers who may use accrued personal or vacation time to investigate and present grievances.

- Union stewards and Union officers may obtain time off to investigate or present a grievance matter with the concurrence of their designated supervisor(s), and they shall notify their designated supervisor(s) upon return to their regular work schedule. Concurrence of the supervisor to receive paid time off for union business will be limited to the investigation and presentation of grievances to the Employer.
- Employee stewards and officers should seek time off for purposes of investigation and presentation of grievances as far in advance as possible given the circumstances, and in most cases, at least three workdays. The supervisor may delay permission for time off if there are pressing client needs or other reasonable work-related reasons to delay.
- Employee representatives of the Union who participate in Labor Management Committee meetings and meet and confer sessions with the Employer shall do so on paid time.
- The Employer shall make reasonable adjustments to the workloads of employee representatives of the Union who receive paid time off for union-related activities under the provisions of this section.

Section 2. Non-employee business representatives of the Union as previously designated to the Employer as provided herein may come on the premises of the Employer for the purpose of investigating and presenting grievances.

Section 3. The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of union meetings, union elections, union election returns, union appointments to office, union recreational and social affairs, arbitration awards, decisions of the NLRB/FMCS and the courts, and other items specifically related to matters of the Union. It is agreed that items which reflect negatively on the Union, employees, or the Employer shall not be posted. All posted materials must be union publications or legibly signed by an authorized union representative.

Section 4. The Union shall, in its responsibility as exclusive representative of the Employees, represent all employees without discrimination, interference, restraint or coercion.

Section 5. Notice given by the Employer via email to the steward or officer named pursuant to this Article shall be sufficient notice for any purpose required or allowed by this Agreement.

Article 4: Grievance Procedure

Section 1. Definition. A grievance is a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Release Time. In accordance with Article 3**,** Union Representatives and the grievant shall be allowed a reasonable amount of time, without loss of pay, during working hours while on the Employer's premises to investigate or process grievances.

Section 3. Grievance Process

STEP 1: The designated Union Representative(s), with or without the employee, shall attempt to resolve the matter with the employee's immediate supervisor or manager within fourteen (14) calendar days after the employee has knowledge of the event giving rise to the grievance. The supervisor or manager shall then attempt to resolve the matter and shall respond to the Union Representative within seven (7) calendar days.

STEP 2: If the grievance has not been resolved to the satisfaction of the Union within seven (7) calendar days after the response is due, it may be presented in writing by the designated Union Representative to the next level of supervision which has been designated by the Employer to process grievances. The Employer shall arrange a meeting with the Union Representative(s) to discuss the grievance within seven (7) calendar days. A written response shall be forwarded to the Union Representative within seven (7) calendar days of the meeting.

STEP 3: If the grievance still remains unresolved, it may be presented to the Employer's highest authority by the designated Union Representative within seven (7) calendar days after the Step 2 response is due. The Employer shall arrange a meeting with the designated Union Representative(s) within seven (7) calendar days. The Employer shall respond to the Union Representative and the Union staff representative in writing within seven (7) calendar days. The parties may mutually agree to skip Step 1 and/or Step 2 and proceed directly to Step 3 of the grievance procedure.

STEP 4: If the grievance is not settled in accordance with the procedure set forth in Step 1, 2, or 3, it may be submitted to mediation provided that the Union and the Employer by mutual agreement, jointly petition the Federal Mediation and Conciliation Service, the Minnesota Bureau of Mediation Services or, if neither is available, another mutually-agreed upon mediation provider, for assistance in resolving the grievance within seven (7) calendar days after the employee and Union's receipt of the employer's written answer in Step 3. The party requesting mediation has the responsibility to contact and coordinate with the agreed-upon mediation service. If the parties cannot agree upon a mediation provider within seven (7) calendar days, the grievance shall proceed to Step 5. The parties shall have thirty (30) calendar days in which to resolve the grievance through mediation.

STEP 5: If the grievance remains unresolved, the Union shall have thirty (30) calendar days to state its desire to proceed to arbitration. The parties shall determine the arbitrator to hear the arbitration by the methods provided by Federal Conciliation and Mediation Services (FCMS). Should the FCMS be unavailable for any reason, the parties agree to utilize the methods provided by the Minnesota Bureau of Mediation Services. Expenses for the arbitrator's services and the proceedings shall be borne equally by the parties, however, each party shall be

responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last-minute postponement, the canceling party or the party asking for the postponement shall pay the arbitrator's postponement/cancellation fee, if any. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be requested to issue their decision within thirty (30) calendar days after the conclusion of testimony and argument. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the other party and the arbitrator.

Section 4. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. They shall consider and decide only the specific issue or issues submitted to them in writing by the parties of this Agreement and shall have no authority to make a decision on any other matter not so submitted to them. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance presented.

Article 5: Discipline and Discharge

Section 1. Purpose.
Disciplinary action may be imposed upon a permanent employee only for just cause. For purposes of this Article, a permanent employee is a member of the bargaining unit who has completed 6 months of employment with the Employer, or in the case of a returning employee, 6 months of employment since their rehire date. Probationary periods may be extended at the discretion of the employer, provided such modification is communicated in writing to the employee and the union. A grievance that involves the discipline or discharge of an employee who has not completed their probationary period may only proceed through Step Three of the grievance procedure described in Article 4.

Section 2. Union Representation.
The Employer shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to discipline without first offering the employee an opportunity for union representation. The employee may have a reasonable number of union representatives present. A Union representative who provides representation during the Union representative's work hours at such an investigatory interview or any meeting at which an employee is entitled to Union representation shall have no loss of pay. The employer need not delay the administration of discipline, suspension or discharge because the union representative of the employee's choice is not available. A written copy of the discipline administered shall be provided to the employee and to the union representative.

Section 3. Disciplinary Procedure.
Disciplinary action or measures shall include only the following:
1. initial written warning;
2. second written warning;
3. suspension;
4. demotion; and
5. discharge.

Disciplinary action or measures are distinct from non-disciplinary supervision such as non-disciplinary supervisory conferences and case reviews, teaching, training, goal-setting, and professional development tools including but not limited to annual professional development plans.

When any disciplinary action is intended, the supervisor or other Employer representative shall, before or at the time such action is taken, notify the employee. The basis for all disciplinary actions or measures shall be in writing and shall state the specific reason(s) for such action. The Employer shall provide the Local Union with copies of any written notices of disciplinary action. An employee who has been notified by their Employer that they are being investigated for possible disciplinary action shall be informed, in writing, of the status of the investigation upon its conclusion.

Section 4. Investigatory Leave.
The Employer may place an employee who is the subject of a disciplinary investigation on an immediate investigatory leave with pay and benefits provided a reasonable basis exists to warrant such leave.

Section 5. Discharge.
The Employer shall not discharge any permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee and the Union shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against them, to present their side of the story and is entitled to union representation at such meeting, upon request. A Union representative who provides representation during the Union representative's work hours at such a meeting shall have no loss of pay. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the notice of discharge, for reasons other than an investigatory leave, the requirement to be in pay status shall not apply.

Section 6. Appeal Procedures.
Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as provided in Article 4, except that initial and second warnings provided to employees shall only be entitled to Steps 1, 2 and 3 of the grievance procedure.

The Union shall have the right to take up a suspension, demotion, and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accord with this procedure through the arbitration step if deemed necessary.

Section 7. Personnel Records.

A. **Materials in File.** Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel record. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel record. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. All disciplinary entries in the personnel record shall state the corrective action expected of the employee. Each employee shall be furnished with a copy of all evaluative and disciplinary entries into the personnel record and shall be entitled to have the employee's written response included therein.

Documentation regarding any wage garnishment action against an employee shall not be placed in the employee's personnel record. This section does not limit, restrict, or prohibit the Employer from submitting supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Union. Formal grievances filed by the Union in accordance with the provisions of Article 4, Grievance Procedure, shall not be retained in the employee's personnel record.

B. **Employee/Union Access to Personnel Record.** The employee and the union have the right to review an employee's personnel records as defined by Minn. Stat. § 181.961, once every six months. Within seven working days of receiving a request, the Employer will make available the personnel records. After the employee or union has had an opportunity to review the records, the employee or union may make a written request for a copy of the records. The Employer will provide copies of the records at no charge.

The Employer will not retaliate against an employee for asserting rights under the Minnesota Personnel Record Review and Access Act. If an employee believes they have been retaliated against, or if they believe their rights under the Personnel Record Statute have otherwise been violated, they may bring a civil action for damages or other relief.

C. **Removing Materials from Personnel Record.** If, after reviewing a file, the employee or union disputes specific information contained in the record, the Employer may agree to remove or revise the disputed information. If no such agreement is reached, the employee or union is entitled to submit a written statement of no more than five pages explaining their position. This position statement will be included in the record, along with the disputed information, for as long as the Employer maintains the record.

A written request to remove a document from a personnel record under this section shall not be placed in the record. Materials removed pursuant to this section shall be provided to the employee.

Section 8. Resignations.
An employee shall have the right to withdraw one written resignation within 48 hours of its submission per calendar year.

Article 6: Labor Management Committee

Section 1. Purpose. The parties agree to the establishment of a Labor Management Committee. The purpose of the Committee shall be to identify and address issues of mutual concern, including but not limited to: health insurance; diversity, equity, and inclusion; child care; office safety; sick leave and severance; issues of local community concern; parking; sexual harassment; expenses (home offices and equipment, travel, etc.); and the Family and Medical Leave Act (FMLA). However, committee meetings shall not be considered or used for negotiations, nor shall they be considered or used as a substitute for the grievance procedure.

Section 2. Committee Structure. The Labor Management Committee shall be composed of a mutually agreed upon number of representatives from the Employer and the Union. The Committee shall meet at least quarterly or as mutually agreed. The Committee shall establish subcommittees as needed on specific issues, including, but not limited to: Health Insurance; and Diversity, Equity, and Inclusion.

Article 7: Meet and Confer

Section 1. Upon the request of either party, the Employer and the Union agree that not more than six (6) union representatives and not more than six (6) Employer representatives will participate in a Meet and Confer session to discuss issues of concern to either or both of the parties. Upon agreement of the parties, a Meet and Confer session may include additional representatives, including those from other employee organizations or outside parties, with information to offer that is relevant to a proposed meet and confer topic.

Section 2. The parties agree that the following topics are appropriate for the Meet and Confer process. Nothing listed below is intended as a limit upon the parties' ability to introduce any mutually agreed upon topic for discussion at any future Meet and Confer session.

1. Hiring policies and practices that give internal candidates opportunities for growth and leadership development, and ultimately a preference for job openings and promotions
2. Hiring policies and practices that do not bar employees in one unit or division from applying for leadership opportunities or supervisory roles in another unit

3. The overall health of the workforce including but not limited to physical, psychological, ergonomics or public health concerns and safety items
4. Dignity and Respect in the workplace
5. Performance reviews
6. Health Insurance
7. Pay equity
8. Sick leave
9. Health care cost containment
10. Budget impacts
11. Technology changes and resulting impact
12. Parenting leave policies and/or childcare and elder care concerns
13. Work week schedules
14. Impact of possible legislation on workplace polices, conditions of employment or as needed by a change in law relative to the work of the Employer
15. Family Medical Leave Act, MN Sick and Safe Leave, and other federal and state laws
16. Environmental Health and Safety
17. ADA/Workers Compensation
18. Job classifications
19. Budget impacts
20. Employee automobile travel expense reimbursement procedures
21. Respectful Workplace Internal Audit Team, process and utilization
22. Workloads and performance standards for employees who provide services to clients who use sign language or languages other than English. These discussions shall include the topic of adjusting workload or performance standards to accommodate any difficulties unique to this type of work.
23. Workforce Development

Article 8: Compensation

Section 1. Salary Schedule

Following a comprehensive wage increase of 14.29% to most bargaining unit members effective July 1, 2024, the Employer's salary schedule was adjusted accordingly to reflect an overall increase to staff wages.

As of the June 29 - July 12, 2025, pay period, the Legal Support Staff salary line will be consolidated with the Legal Assistant/Paralegal/Admin Asst/Office Manager salary line, (thus creating only seven salary lines instead of eight.) Any staff assigned to the Legal Support Staff line on that date will receive an increase to their respective year on the Legal Assistant line. This change would effectively be realized on the paycheck dated July 25, 2025.

The Employer will retain the existing salary schedule for 2025, 2026, and 2027. All members of the bargaining unit will continue to be eligible to receive the annual anniversary-date step increases as outlined in our employee handbook.

All other wages and benefits will be accrued at the current rates as of the date of this signing and in accordance with local and national laws.

Section 2. One-Time Wage Adjustments

The Employer will make *one-time* wage adjustment payments to active employees in the bargaining unit based on the prior year's base salary. These one-time *cost of living wage adjustments* would be based on employee's salary on December 31 of the preceding year and would be issued the last pay period of August the following year (i.e. the one-time payment would be based on their salary on December 31, 2025, and paid out to active employees in the bargaining unit in August 2026). This wage adjustment payment is made as a one-time lump sum adjustment and does not affect base salary and the employee's salary would remain as is currently. The wage adjustment would be subject to all standard payroll taxes. The wage adjustment would be given according to this schedule:

a. Base salary earning less than $82,000 would receive $2,000 in 2026 and $1,500 in 2027.

b. Base salary earning $82,001 to $92,000 would receive $1,500 in 2026 and $1,500 in 2027.

c. Base salary earning $92,001 to $102,000 would receive $1,000 in 2026 and $1,000 in 2027.

d. Base salary earning over $102,001 would receive $500 in 2026 and $500 in 2027.

Section 3. The Employer Retirement Contribution Increase

The Employer will increase the amount of the annual employer contribution to employee retirement accounts. In accordance with our current plan outline, following one year of employment, the Employer will make a contribution of $1,248 to employee 403b accounts (which is a $248 increase over current levels). This change would be effective as of January 1, 2026.

*Note on Applicability***:** This annual 403b contribution amount applies to employees working 100% time. For employees working less than 100% time, the contribution will be prorated based on their percentage of full-time work.

Article 9: Workloads

As part of the routine supervision process, supervisors should check with supervisees about their workloads; employees should inform their supervisors if they have concerns about their workloads; and adjustments in workloads should be made as needed.

If an employee is still experiencing a workload that the employee believes should be adjusted despite the regular supervision process, an employee may make a written request to their direct supervisor to evaluate their workload. The written request must state the reason that a workload adjustment is needed and the proposed timeline for the change. The supervisor will schedule a meeting with the employee to discuss the requested change to the workload. A union representative and the supervisor's immediate supervisor may attend the meeting. If the employee is not satisfied with the outcome of that meeting, the employee may request a review by the Deputy Director.

Requests should be promptly considered and not unreasonably denied. Determinations around an employee's request will be based on the needs of the clients, the employee's individual job responsibilities and job performance, grant requirements, and the operational needs and objectives of the individual employee, work unit, and office. Workload solutions may include adjustments to caseloads and other non-caseload work subject to the Employer's discretion. Workload issues are not subject to the grievance process. This Article is not meant to replace or reduce the Parties' rights and obligations under other portions of this Agreement, including provisions regarding accommodations and flexibility. The Parties maintain the right to meet and confer to discuss global issues related to workloads.

Article 10: Hours of Work and Working Conditions

Section 1: Flexibility

Any employee may make a request for a flexible work arrangement. If the request is due to a religious, medical reason, or disability-related need, the employee must follow the Reasonable Accommodation process. Flexible work arrangements are not substitutes for Reasonable Accommodation Plans.

This policy does not apply to temporary schedule alterations (e.g., a change that pertains to a single day or a specific time-limited instance, such as a planned vacation) that are arranged between supervisors and employees.

If an employee would like a flexible work arrangement that is not a Reasonable Accommodation and not a temporary schedule alteration, the employee must make the request in writing to their direct supervisor. The written request must include specific details of the requested work arrangement, the reasons for requesting it, and the objectives for the arrangement. The supervisor will schedule a meeting with the employee to discuss the requested flexible work arrangement. The employee and supervisor may make adjustments to the request after discussing it together. If the employee and the supervisor agree, they may implement the flexible work arrangement, subject to any review by the appropriate deputy director.

If an agreement is not reached, the employee may present the request to the deputy director of the division. The deputy director will then consider the request and provide a written response to the supervisor and employee. In the written response, the deputy director will approve, propose modifications to, or deny the request.

If the employee disagrees with the deputy's decision, they may request a meeting with the deputy and HR to discuss it. A union representative may attend that meeting. The employee must provide in writing the reason(s) for disagreeing with the decision, any relevant facts, and any new or additional information.

In evaluating a request for a flexible work arrangement, all parties must consider the needs of the clients, the work unit, and the individual employee. Requests should be promptly considered and not unreasonably denied. Determinations around a member's request will be based on that employee's individual job responsibilities, job performance, and the operational needs and objectives of the work unit, department, and office.

Supervisors and employees should discuss requests with open and ongoing communication. Employees and supervisors alike are trusted to communicate often and openly about how to maintain productivity and a healthy work life balance in a dynamic workplace. The parties shall respect any and all current flexible work arrangements already in place at the time of the implementation of this language, with the understanding that all flexible work arrangements may be changed as needed and in accordance with this Article.

Decisions made regarding flexible work arrangements are not subject to the grievance process.

The schedule and all other flexible arrangements under which the employee is working shall be documented with the HR department and clearly articulated between employee and supervisor. Long-term schedules and flexible arrangements as documented with the HR department are subject to operational needs and may be changed with as much notice as is practicable, but no less than fourteen (14) days. Short-term, discrete schedule changes may be required by the Employer for operational needs and in such circumstances the Employer will provide as much notice as is practicable.

Section 2: Office Hours and Breaks.

Each office will establish its own core office hours and each employee's working hours at that office. Any changes to the core hours will be provided to the Union with at least 30 days' advance notice.

Please note that office hours are not the same as individual work hours, which may be set by agreement of the supervisor and the employee as set forth in Section 1. Each non-exempt employee has a set number of standard hours they are expected to work within a pay period. For example, an employee with standard hours of 75 is expected to work 75 hours in that period. Non-exempt employees cannot use accrued vacation, personal, or discretionary time to exceed their standard hours.

Section 3: Friday Half-Day Benefit.

The Employer will continue to close its offices to the public on Friday afternoons. Non-exempt employees who work 100% time are entitled to a half-day benefit of up to 3.75 hours of pay to be added to each weekly's total hours worked to ensure employees receive 37.5 hours of total pay each week. Employees who work less than 37.5 hours as part of their regular work week will receive a prorated amount of the half-day benefit based on their standard hours, except that this benefit will be available only to employees who work at least 50% time. This 3.75-hour block is typically reserved for use to permit employees to work a half day each Friday. The Employer recognizes, however, that some employees must work on Friday afternoons, and with the advanced permission of their supervisors, such employees may use all or a portion of their half-day benefit on a different day of the same pay period. Employees forfeit their half-day benefit if they do not use the benefit during the same pay period in which it occurs. The half-day benefit shall not be considered "hours worked" for the purposes of determining overtime pay.

Project Care Employees Only. The Employer recognizes that employees working for Project Care have disproportionate demand at certain times of the year. With the advanced permission of their supervisors, Project Care employees may defer all or a portion of their half-day benefit to be used during a slower work season. (For example, an employee may work a full 37.5 hours during December, and then enjoy every Friday off in July of the following year). Employees forfeit their discretionary time benefit if they do not use the benefit by the end of September in the year following its deferral. The discretionary time benefit shall not be considered "hours worked" for the purposes of determining overtime pay.

Section 4. Remote and Hybrid Work

Upon implementation of and throughout the duration of an approved remote or hybrid work arrangement, employees may access the Employer's surplus property to obtain supplies such as desks, chairs, binders, etc., pursuant to the Employer's policies.

The Employer may require employees participating in remote or hybrid work to work on-site (to attend meetings, training sessions, court hearings or for other operational reasons) and will provide participating employees with as much notice as practicable.

Article 11: Vacation and Holidays

Section 1. Vacation. All full-time employees eligible for benefits accrue vacation time at the following rates:

Year one on the salary schedule – 10 working days per year
Year two on the salary schedule – 15 working days per year
Year three on the salary schedule – 20 working days per year

Year eleven of the salary schedule – 25 working days per year

Vacation Policy

1. **Accrual and Carryover**:
    a. All unused vacation days carry over year to year.
    b. Employees begin employment with no vacation time and earn a set amount each pay period based on their position on the salary schedule.
    c. Vacation hours are considered non-working hours and, therefore, do not count towards the calculation of overtime.
2. **Usage of Vacation Time**:
    a. Once eligible, employees may take vacation time up to the amount they have accrued.
    b. Employee preferences for vacation timing will be honored whenever possible, and no vacation requests shall be unreasonably denied.
    c. No vacation requests shall be denied solely because of the season or time of year.
    d. The Employer reserves the right to impose periods of limited vacation on the basis of client service requirements imposed by the government, grant funders, or the Courts. The Employer must notify impacted Employees at least sixty (60) days in advance of the start of these periods. For these periods, Employees must request vacation at least thirty (30) days in advance. All other provisions of this article continue to apply.
    e. **Note**: Employees cannot take more than 3 consecutive weeks of vacation without following the personal leave process.
3. **Part-Time Employees**:
    a. Part-time employees accrue vacation time on a pro rata basis. For example, a 50% employee would earn seven (7) days of vacation in year one and nine (9) days in year four of the salary schedule.
    b. Employees working less than 50% time do not accrue vacation days.
    c. An exception may be made by the Executive Director for employees normally working at or above the 50% level but temporarily working less than 50% time at the employer's request.
4. **Vacation During Leave of Absence**:
    a. Vacation days are not accrued while an employee is on unpaid leave.
    b. If an employee is on a leave of absence (LOA) for 3 weeks or more, whether paid or unpaid, they must follow the LOA request process.
    c. Employees must complete a request for a paid LOA if they plan to use PTO for an absence of 3 or more weeks, subject to approval by their direct supervisor based on business needs.

Section 2. Paid Holidays. The Employer provides fifteen (15) paid holidays per year to full-time employees. These 15 paid holidays include nine (9) days on which the Employer's offices are closed and six (6) flexible paid holidays eligible employees may use at their discretion. Holiday hours are considered non-working hours and, therefore, do not count towards the calculation of overtime.

When a religious holiday falls on an employee's regularly scheduled workday and not on one of the nine (9) days on which the Employer's offices are closed, the employee shall be entitled to use a flexible paid holiday.

The Employer's offices will be closed on the following nine days every year: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas. These days are paid holidays for employees.

The Employer encourages employees to take time off at their discretion. For example, employees may use flexible paid holidays for religious holidays, cultural events, affinity group celebrations, parent-teacher conferences, preparing for a family holiday party, or spending time with family members who may be out of school or off work for a state or federal holiday. Flexible paid holidays must be used during the calendar year in which they are given. Unlike unused vacation days, they are not carried over for use in a subsequent calendar year. An employee must check with their supervisor when scheduling the use of their flexible paid holidays. For new hires, the number of flexible paid holidays for the rest of the calendar year will be prorated based on the month in which employment starts. For example, a new employee starting in March will receive five (5) flexible paid holidays, which must be used by December 31. Employees shall automatically be entitled to six (6) flexible paid holidays on January 1 following their hire date. When an employee terminates their employment with the Employer, the flexible paid holidays are prorated using the same calculation as someone starting in the middle of the year. For example, an employee terminating employment in April can use two flexible paid holidays, and an employee terminated employment in June can use three flexible paid holidays.

If New Year's Day falls on Saturday, it will be celebrated on the preceding Friday; if it falls on Sunday, it will be celebrated on the following Monday. If Christmas Day falls on a Saturday, it will be celebrated on the preceding Friday. If Christmas Day falls on a Sunday, it will be celebrated on the following Monday.

Paid Holidays for Part-Time Employees. Part-time employees who work part of every day shall take paid holidays the same as full-time employees. Paid holidays for part-time employees who do not regularly work a five-day week shall be treated as follows: the total number of paid holidays to which such a part-time employee will be entitled shall be based on the percentage of the week worked, rounded up to the nearest day. For example, a person working three days

a week (60%) will have nine paid holidays per year (60% of 15 paid holidays). Employees who work a non-regular schedule where they work longer than 7.5-hour days will be treated as follows: the number of holidays will be computed and rounded up to the nearest day. Then the number of days is converted to an hourly amount. When a holiday is recorded, the standard number of hours generally worked is changed to holiday time. If the number of holidays to which an employee is entitled exceeds the number of holidays that fall on the employee's normal workdays, the employee shall be entitled to additional days up to the appropriate number of holidays. If the number of days to which an employee is entitled is fewer than the number of holidays that fall on an employee's normal work day, the employee shall be charged for the additional days as vacation time unless, with the supervisor's agreement, the employee works the additional days needed to make up the deficit.

Article 12: Insurance

Section 1. Health Insurance. The Employer shall provide health insurance to all employees covered by this agreement.

The Union shall have no fewer than two (2) seats on any meetings, committees, negotiations, or other dealings with the healthcare broker/insurer/administrator beginning with changes to healthcare for the 2026 benefits year. The Union shall identify its selection of these members to the Employer.

Employees who live outside the 7-county Twin Cities metropolitan area (i.e., who live in a county other than Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington) will have access to the highest-priced network option at the price of the next most expensive network option.

Section 2. Life Insurance. All employees working 18.75 hours per week or more will be covered by a $50,000 term life insurance policy, the premium for which will be paid 100% by the Employer. Employees wishing to purchase additional life insurance up to $100,000 may authorize deductions to pay for such insurance.

Section 3. Long-Term Disability Insurance. All employees working more than 18.75 hours per week will be covered by long-term disability insurance in accordance with the Employer benefits booklet. It is the employee's responsibility to submit claims for long-term disability payments.

Section 4. Professional Liability Insurance. The Employer will carry professional liability insurance for all attorneys and legal assistants. The insurance policies require prompt notification to the insurer of any potential claim of malpractice. Case handlers and supervisors

must notify the Executive Director immediately upon becoming aware of any situation which could result in a malpractice claim.

Section 5. Insurance Coverage of Domestic Partners. The Employer will provide medical and dental insurance to domestic partners as defined in this section. The creation of a domestic partnership, in conformance with this section, will be considered a qualifying event for purposes of benefits enrollment.

A. **Definitions.** Domestic partners are defined as two adults and their dependents who meet the following requirements:
   - They are not married to anyone.
   - They are each at least eighteen (18) years of age or older.
   - They are not related by blood more closely than would bar marriage in the State of Minnesota.
   - They are, at the time of signing the affidavit, mentally competent to consent to contract.
   - They are each other's sole domestic partner and are responsible for their common welfare.
   - They live together.
   - "Living together" is defined as two people sharing the same living quarters. It is not necessary that the right to possess the quarters be in both names. Two people may live together even if one or both have additional separate living quarters. Domestic partners do not cease to live together if one leaves the shared living quarters but intends to return.

B. Affidavit of Domestic Partnership To enroll in medical and dental insurance offered by the employer, the employee and the domestic partner must sign an affidavit in a form as created and made available by the Employer which includes an affirmation of their domestic partnership and the conditions for coverage. To terminate coverage the employee must sign a Termination of Domestic Partner's Coverage and an Affidavit of Service by Mail attesting to the fact that the employee either served the domestic partner with a written notice of termination of coverage or made a diligent effort to serve the notice.

The documents relating to domestic partner insurance coverage shall be considered part of the employee's personnel records for the purposes of the Minnesota Personnel Records Act.

If an employee's domestic partner and/or their dependents are covered on the Employer's policy, some or all of that payment for insurance may be subject to tax. The IRS also requires annual recertification of domestic partner status for those individuals who are receiving health insurance benefits which relate to the domestic partner. Further, an employee receiving health insurance benefits which relate to a domestic partner is required each year to certify whether

or not the domestic partner qualifies as a dependent. The Employer relies on an employee certification on dependent status to determine whether or not the benefits paid on behalf of the domestic partner are taxable or not.

Article 13: Sabbatical

The Employer and the Union are committed to investing in staff's professional development and supporting the wellbeing of long-tenured staff. To this end, the Employer will offer sabbatical leave to eligible employees. Sabbatical leave can be used for long term professional development, research, or training; as well as to allow employees to work on short-term legal projects or political campaigns; or to allow for rest and recuperation.

Any employee who has been employed by the Employer for at least six years is eligible to request a sabbatical as long as the employee is performing satisfactorily and has not taken a sabbatical for at least six years.

An employee should submit a request for sabbatical in writing to the Executive Director and appropriate Deputy Director of the affected division six months before the sabbatical would begin. The request will include supporting materials as required by the Employer. When a request is made, the Executive Director will consult with the Deputy Director of the affected division and one other Division Director. The Employer will make every effort to approve all requests for sabbatical and such requests shall not be unreasonably denied. The final decision regarding a request is at the discretion of the Executive Director.

A sabbatical will normally not be less than six months or more than one year. However, the Executive Director has the discretion to approve a sabbatical of shorter or longer duration.

During the sabbatical leave period, employees shall be released from all contractual limitations on providing external legal work or conducting political activities.

The Employer will pay the employer contribution for the employee's health and dental insurance costs incurred during the sabbatical. The employee must commit to post-sabbatical employment for a minimum of one year. If the employee does not honor this commitment, the employee must repay the Employer for the health and dental benefits received during the sabbatical.

Employees who have been employed by the Employer for at least six years may use up to one week of accrued vacation for every one month of sabbatical leave. Employees who have been employed by the Employer for at least ten years may use all accrued vacation for sabbatical

leave. Otherwise, the sabbatical is unpaid. An employee on sabbatical who is paid by another employer may not also receive the Employer vacation pay.

Article 14: Sick Leave

Sick leave with pay is provided for the illness of an employee and close family members of the employee. With respect for diversity of family structures and cultures, “close family” is defined by the employee.

Employees who work 100% time are entitled to sick leave at the accrued rate of one day per month, a total of 12 days per year. Part-time employees accrue sick leave on a pro-rata basis.

Sick leave may also be used for “safety leave” for an employee or close family members. Safety leave is defined as “leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

Employees are entitled to use sick leave in accordance with applicable local, state, and federal statutes, subject to the accrual rates as stated in this Article. Sick leave hours are considered non-working hours and, therefore, do not count towards the calculation of overtime.

Sick leave may be accumulated from year to year up to a maximum of ninety (90) days in order to provide a reserve to be used in case of more serious or prolonged illness. Employees who had accrued more than ninety (90) days of sick leave as of the adoption of this agreement will retain any sick days they have accrued beyond the ninety (90) day limit.

The following are guidelines for employees who have exhausted their sick leave and do not qualify for Family and Medical Leave Act (FMLA) leave, allowing them to use their other Paid Time Off (PTO) balance to cover their absence.

- Employees may use their available Paid Time Off (PTO) balance to cover the time off needed.
- Employees must submit a written request to their direct supervisor as soon as the need for time off is known.
- The request should include the reason for the leave and the expected duration.
- Employees are required to provide appropriate evidence to support their need for time off. This may include, but is not limited to, a doctor’s note, medical certification, or other relevant documentation.
- Documentation must be submitted along with the leave request or as soon as reasonably possible.
- The HR department will review the request and documentation.
- Approval will be based on the validity of the documentation and business needs.

- Employees will be notified of the decision in a timely manner.

If an employee has exhausted all available PTO, they may apply for an Unpaid Leave.
Sick leave may be donated to a pool upon which another employee may draw to prevent the employee from going on leave without pay. Sick leave may be drawn from the pool under the following circumstances:

- Catastrophic illness or injury which is expected to keep an employee out of the office for at least four weeks;
- The employee seeking to use donated sick leave must use up their own sick and vacation leave first;
- The person seeking donated sick days must be at risk of accumulating a negative balance of sick leave by at least a full week without the donation;
- Donated sick leave can be made available for a maximum of 20 sick days; and
- The decision on whether to give an employee donated sick leave would be made by the Executive Director in consultation with the Deputy Director.

An employee is eligible to receive a total of 20 days from the sick leave pool during their employment with the Employer. Although no limit is placed on the number of sick days that can be donated by an employee, once sick days have been donated they cannot be reclaimed. Time donated by an employee who no longer works for the Employer will be removed from the pool on an annual basis. Sick leave may be donated to the pool once each year.

Article 15: Reasonable Accommodation

Section 1. Purpose. The Employer and the Union agree that they are both legally obligated to comply with the Americans with Disabilities Act (ADA) and Minnesota Human Rights Act (MHRA). The Employer agrees to attempt to reasonably accommodate the known disability of requesting employees or otherwise qualified job applicants in accordance with the provisions of the ADA and MHRA.

Section 2. Process. Employees may request reasonable accommodations via a confidential form developed by the Employer and submitted to the appropriate Employer-designee.

Upon receiving the request, the Employer will provide the Employee with paperwork to be completed by the Employee's healthcare provider. Once the completed paperwork from the healthcare provider is given to the Employer's designee, the Employer will respond to the request within five (5) business days. If the Employee indicates the request is urgent, the Employer will make every effort to respond accordingly.

Upon request, an employee seeking an accommodation shall be entitled to Union representation. The Employer must notify the employee of their right to union representation.

If a request for a reasonable accommodation is denied, the Employer will provide the Employee with a written explanation within three (3) days. This explanation must contain a detailed explanation (substantiated by material, non-speculative evidence) of the unreasonableness of the requested accommodation or the undue hardship caused by the proposed reasonable accommodation. Denials of requests for reasonable accommodations are subject to the grievance procedure.

The Employer understands that it may be difficult for some Employees to engage with physicians or other medical or rehabilitation professionals for a range of reasons, including medical racism, anti-fat bias, and lack of provider availability. In such situations where the Employee faces delays obtaining paperwork from their medical provider(s), the Employee transparently communicates the reason for this delay, and the requested accommodation is reasonable, the Employer will attempt to grant reasonable interim accommodations when possible while the Employer and employee engage in the interactive process. When the Employee does not expect to obtain paperwork from their medical provider(s), the parties agree that the provisions of Article 10, Section 1 of this agreement, entitled "Flexibility," will apply.

Nothing in this Article or Agreement shall preclude an Employee from exercising any available statutory rights to seek redress for discrimination, including the right to file a complaint with a governmental entity.

Section 3. Confidentiality. The Union and the Employer recognize the importance of maintaining the confidentiality of medical information acquired through the reasonable accommodation process. The Employer shall require a signed release of information from the employee requesting an accommodation before the Union can participate in the accommodation process.

Article 16: Expenses and Reimbursements

Section 1. Cell Phones. The Employer will provide reimbursement for cell phone use by employees in select circumstances and in accordance with policies set by the Employer.

Section 2. Professional Organization Dues. The Employer will pay the dues for all employees, at the employee's option, to join one professional association of their choosing. If an attorney chooses to join an organization other than the MSBA, the amount paid will not exceed the amount that would have been paid to the MSBA. For attorneys, if county bar dues are not

included in the payment of MSBA dues, the Employer will cover county dues in addition to MSBA dues.

In addition to the professional association chosen above, the Employer will pay for membership in affinity bar associations for all employees, up to a maximum cost of $100. This includes bar associations related to racial and ethnic affinity, the Lavender Bar Association, and Minnesota Women Lawyers. This does not include bar association related to substantive law.

Each Deputy Director may also authorize payment for a limited number of employee association memberships related to professional development and/or the office's community relationships. The amount of funds available for these memberships will be determined as part of the Employer's annual budget and allocated proportionately among the Employer's divisions. These membership decisions will be made annually and rotated as needed among interested staff.

Section 3. Bar Admission and License Costs. The Employer does not pay the bar admission expenses (i.e., the Bar Application Fee and all other similar expenses) of employees, with exceptions noted below. Unreimbursed expenses include bar examination costs, bar review courses, character investigation costs, and bar application fees. The only exceptions are:

- The Employer will pay the costs related to admission to the United States Supreme Court or the Federal Bar if such admission is needed in connection with a case being handled by the Employer
- The Employer will reimburse employees once for the client security fund assessment, up to a maximum of $100, if such assessment is made during the period of employment by the Employer
- The Executive Director has discretion to advance bar admission costs for a new employee, to be repaid out of salary during the calendar year in which the advance is made

During an employee's initial attempt, as an employee, to pass the bar exam, the employee will be paid only for hours worked, except that the employee will be paid for time spent studying for the exam during the last two weeks prior to the exam. If an employee needs to take the bar exam a second time, the Executive Director, in consultation with the deputy director of the division affected, may grant a second paid leave for Bar Study.

The Employer will pay the annual attorney registration fee for attorneys working at least 50% time.

Section 4. Training. The professional development of employees is strongly encouraged. Each employee has available up to $400.00 per year for training or conference expenses which relate

to the employee's present or expected duties and responsibilities, consistent with the program's budget limitations. Prior to registering for any training, an employee should obtain approval from his/her supervisor by submitting a request on a form provided by the Employer.

Minnesota Continuing Legal Education and other providers provide reduced-fee CLE opportunities to staff. An employee must seek reduced-fee status whenever this is available. Where the Employer pays for the training, materials from the training are the property of the Employer.

Each Division (i.e., the Minneapolis Division, the Disability Law Center, the St. Cloud/Willmar Division, State Support, Legal Services Advocacy Project, and Administration) has a limited budget available for training events or conferences which exceed $400. The amount of this fund is determined as part of the Employer's annual budget and allocated proportionately among the Employer's divisions. Applications to use these "Big Ticket" funds should be submitted to the employee's supervisor for comment and then forwarded to the appropriate Deputy Director in charge of the division, who will decide on the application.

Section 5. Language Classes. The Employer will provide up to $70 per year to reimburse an employee taking relevant language classes. In addition, with the prior approval of the employee's supervisor, the Employer will provide an employee with one hour of leave time for every three hours they are in a relevant language class. This would be capped at 15 hours of leave time for 45 hours of in-class language instruction per year for up to three years. The employee is required to document that they enrolled in the class and that they successfully completed the class to receive this benefit.

Article 17: Leaves of Absence

Section 1. Paid Parental Leave. Employees who have been employed by the Employer for one consecutive year are eligible to receive 12 weeks of paid parental leave for the birth, adoption, or foster care placement of a child/children. This benefit is limited to 12 total weeks' leave per 12-month period.

Paid parental leave provides 100% wage replacement for the employee. To qualify, the employee must apply for benefits from any short-term disability policy funded by the Employer, if potentially eligible, as well as for coverage under the State Paid Family and Medical Leave program and the Family and Medical Leave Act, if applicable.

If short-term disability or State Paid Family and Medical Leave do not provide 100% wage replacement, the Employer will cover the gap and pay the difference as bi-weekly wages.

The Employer may make changes to this policy as necessary to comply with the Minnesota Paid Family and Medical Leave Program, effective January 1, 2026, ensuring 100% wage replacement for 12 weeks of paid parental leave for eligible employees. Any changes will be communicated to the Union at least 30 days prior to the effective date.

Section 2. Bereavement Leave. In case of death in the immediate family of an employee, (defined as spouse, domestic partner, parent or parent-in-law, step-parent, foster parent or legal guardian, grandparent or grandparent-in-law, child, grandchild, step-child, foster child, sibling or step- sibling, sibling-in-law), an extended family member (siblings' children and cousins including those of the employee's spouse or domestic partner), a close personal friend with whom the employee has a family-like relationship, or a pregnancy loss the supervisor shall grant up to five (5) days of administrative paid leave for the full time employee, if requested.

Section 3. Domestic and Sexual Violence Leave and Support. The Employer and the Union recognize that employees sometimes face situations of domestic or sexual violence, or the threat of domestic or sexual violence, and that such violence or threatened violence may have an impact on the employee's work life, including their attendance and performance at work.

The employer shall grant an employee a leave of absence if the employee experiences domestic or sexual violence, or the threat of domestic or sexual violence, and the leave is taken for any of the following purposes:

- to seek medical attention;
- to obtain services from a victim services organization;
- to obtain psychological or other professional counselling;
- to relocate temporarily or permanently;
- to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding relating to or resulting from the domestic or sexual violence.

An employee is entitled to take up to fifteen (15) days of paid leave under this Section. The Employer will apply the employee's accrued vacation and sick time, if available, as part of any paid leave granted an employee pursuant to this section.

An employee who wishes to take leave under this Article shall advise the Employer of the need for leave.

The Parties recognize that domestic and sexual violence situations are highly sensitive and will only disclose information on a "need to know" basis. To that end, the Employer may require proof that is reasonable in the circumstances and said proof may be furnished by a broad range of individuals including, but not limited to, doctors, lawyers, counsellors, spiritual leaders, etc.

The Employer will ensure that no disciplinary action is taken if the employee's performance or attendance at work suffers as a result of the employee experiencing domestic or sexual violence, or the threat of domestic or sexual violence.

The Employer will approve reasonable requests from the employee who is experiencing domestic or sexual violence or the threat of domestic or sexual violence which may include but is not limited to the following:

- changes to their working hours, shift patterns, duties or reduced workload;
- job transfer to another department (or location);
- a change to their contact information, bank account information, beneficiaries, telephone number, email address;
- call screening to avoid harassing conduct;
- advance of pay;
- safety planning at work; and
- referral to appropriate support services for the employee;

Section 4. General Leave Provisions.

An employee continues to participate in all benefit plans during any approved leave.

The period of an employee's leave under this Article shall be included in calculating the length of their employment, the length of their service and the employee's seniority.

Unless required by law or requested by the employee, the Employer agrees not to reveal the names, addresses or immigration status of any employee to any third party.

The Employer agrees to offer information about a trauma-informed approach to work to all employees during employees' first two weeks of employment at the organization as part of the onboarding process.

The Employer may require an employee seeking leave to provide documentation showing the underlying basis for the leave.

Section 5. Jury Duty. Employees called to serve on a jury will receive the difference between their regular salary and their jury duty pay. An employee who is excused from jury service on any day of such service prior to 3:00 p.m. is expected to return to work.

Section 6. Voting Leave. Reasonable time off to vote in local, state, and federal elections will be granted. The Employer requests that employees give the immediate supervisor advance notice of a planned absence to allow for workplace coverage.

Section 7. Military Service. Employees will be granted military leaves of absence without pay in accordance with state and federal statutes.

Section 8. School Leave. Employees who work at least half-time shall be granted up to 16 hours of leave each school year to attend school conferences or classroom activities related to their children if the activity or conference cannot be scheduled during non-work hours. When the need for the leave is foreseeable, the employee must provide reasonable prior notice and try to schedule the leave so as not to disrupt the operation of the office. An employee may, but is not required to, use accrued vacation time for this purpose. At the employee's option, unpaid leave may be taken for this purpose.

Section 9. Unpaid Leave. The Executive Director may grant a leave of absence without pay for personal reasons, job related educational courses, religious holidays, vacations, or any special reasons, if the employee has exhausted other available paid leave. Such leave of absence without pay must be requested by consulting with the employee's supervisor, subject to approval by the Executive Director as they deem appropriate.

Section 10. Family and Medical Leave. Employees will be granted Family and Medical Leave Act (FMLA) leave in accordance with state and federal statutes and whenever legally permitted, shall run concurrently with other leaves granted under this Agreement or by law. If the FMLA leave is unpaid, employees are required to use their available accrued vacation, sick, and personal time to cover the cost of the leave. The Employer may require the employee to apply for benefits from any short-term disability policy funded by the Employer, if the employee is potentially eligible for benefits under any such policy. Once accrued time is exhausted, employees can continue to take FMLA leave, but it will be unpaid.

Section 11. Personal Leave.

1. **General Provisions:**
    a. Any absence from work for 3 or more weeks, is paid, and is outside of the scope of other leaves listed is considered personal leave.
    b. Employees must complete a request to have personal leave if they plan to miss work for 3 or more weeks using accrued vacation, sick and personal time.
2. **Process**:
    a. Employees must submit a written request for personal leave to their direct supervisor and to the appropriate Deputy Director.
    b. The request should include the reason for the leave, the expected duration, and the amount of accrued vacation, sick and personal time to be used.
    c. The direct supervisor will review the request along with the appropriate Deputy Director and approve or deny it based on business needs.
    d. Employees will be notified of the decision in a timely manner.
    e. Payroll will be informed of any approvals.
3. **Post-FMLA Leave**: If an employee needs to miss work for the same reason after their FMLA leave has been exhausted, it may be considered a personal leave.

Article 18: Diversity, Equity & Inclusion

Section 1. The employer will make a concerted effort to advertise open positions in the bargaining unit widely, in particular in places with high exposure to underrepresented groups, to attract a diverse candidate pool. This will include efforts to recruit from historically black colleges and universities and career fairs focusing on historically marginalized groups, including people of color, people who identify as LGBTQ, people with disabilities, first-generation college graduates, and people from lower-income socioeconomic backgrounds; and maintaining a list that delivers updates on open positions in the unit. Additionally, the employer will give the Union and the Labor Management Committee (or subcommittee on Diversity, Equity & Inclusion) the opportunity to review the employer's application and hiring procedures and guidance and make recommendations to the employer addressing obstacles to historically marginalized groups. Such recommendations may include but are not limited to procedures to decrease unconscious and conscious biases when reviewing applications. The employer will make good faith efforts to consider these recommendations and address these concerns. If the employer deems it necessary to make a hiring decision prior to a position being posted for two weeks, the employer will consult with the union prior to making an offer.

Section 2. The Employer will track the self-identification of race/ethnicity of applicants and hires based on EEOC guidelines. The Employer will provide the Union with copies of the Annual Compliance Report and the Workforce and Utilization Analysis submitted annually to the Minnesota Department of Human Rights. The Union may request additionally disaggregated data which may only be denied if the request does not comply with EEOC guidelines.

Section 3. Tracking Progress on Hiring, Retention, and Pay. The Employer shall annually conduct an anonymous survey of all staff to evaluate overall employee satisfaction with the Employer's work environment. The Labor Management Committee (or DEI subcommittee) may offer input for the content and design of the survey. Findings of the survey will be shared with the Union. Any equity update produced will include, but not be limited to, a summary of the results of the reviews and evaluations described in Sections 4 and 5.

Section 4. Equity in Hiring, Retention, and Pay. Advancing equity in hiring and retention are aligned with the employer's organizational priorities and support the Employer's broader commitment to race and gender justice. To that end, the appropriate committee shall conduct an annual review and evaluation focused on:

- Hiring processes and procedures
- Onboarding processes and procedures
- Professional development and career advancement for staff
- Retention
- Equity in pay
- Existing DEI Initiatives

As part of this annual review and evaluation, the Employer shall hold at least one annual meeting with the Union where discussion of equity in hiring, compensation, and retention is a significant agenda item. In addition to the results of the committee's review and evaluation, the Union may also once per year submit to the Employer, if they so choose, separate recommendations on equity in hiring, onboarding, staff development, and career advancement processes and practices.

If the Union submits such recommendations, the Employer will provide a written response to the Union within 30 days.

When creating candidate interview panels for vacant bargaining unit positions, the Employer will strive to include a diversity of viewpoints, and will also include at least one staff member who is a member of the bargaining unit. Members of the candidate interview panels will be afforded reprieve from their typical job functions to participate in the panels. The Employer retains the ultimate decision to hire employees.

The topics for the Employer and the Union to discuss at the annual meeting contemplated by this section may include, but not be limited to:

- Providing education and training to hiring managers and interview panelists on importance of and how to utilize inclusive hiring and selection practices
- Striving toward a goal of staff reflecting the diverse communities in which they serve
- Adding strong Racial Justice and EID statement(s) to all job descriptions and posting requirements
- Identifying job roles or segments of the workforce lacking diversity
- Creating strategies to identify interest in and support mobility into those job roles
- Develop strategies to increase talent pipelines internally and externally
- Developing targeted [education] programs to help close representation gaps
- Creating programs to support employees' mobility into an increased variety of job roles
- Piloting Workforce Development and EID programs with diversity objectives
- Enabling employees to gain experience (on the job) needed for placement
- Existing DEI Initiatives discussed in Section 7

Section 7. Continuing Commitment. The Employer agrees continue these existing DEI initiatives:

- Mentorship Program
- Bowen Scholarship
- LSAT Prep Class

The Employer will annually provide an update to the Union to discuss the status and implementation of these initiatives. The Employer commits to fundraise internally and externally to ensure the continued vitality of these initiatives.

These initiatives shall not be discontinued or substantially modified absent extreme circumstances. If extreme circumstances arise, the Employer will notify the Union of their intention to modify or discontinue the initiative, and the underlying reason for the change. The Union maintains the right to meet and confer to discuss the change.

Article 19: Restorative Conflict Resolution Process

Section 1. Purpose. The Parties recognize that institutional racism permeates all corners of our society, and the legal profession, in particular. The Parties agree to prioritize anti-racism work in our workplace. To address interpersonal instances of racism, discrimination, and racial bias, the Parties agree to utilize restorative justice conflict resolution processes.

Section 2. Restorative Conflict Resolution Facilitator. The Employer will retain a Restorative Conflict Resolution Facilitator ("Facilitator"). The Facilitator must be trained in resolving allegations of racism, discrimination, and racial bias, and have experience mediating disputes where an employee believes they are being treated differently because of racism, discrimination, or racial bias. The Parties will jointly develop a list of suitable Facilitators. Once retained, the Facilitator will develop a conflict resolution framework.

Section 3. Restorative Conflict Resolution Process. To initiate the restorative conflict resolution process as stated in this section, an employee must first report any instances of racism, discrimination or racial bias to their direct supervisor, Human Resources representative, or Deputy Director, in accordance with the Employer's harassment and non-discrimination policies.

In instances where an employee reports racism, discrimination, or racial bias perpetrated by the employee's direct supervisor, or other member of management, the Employer shall abide by its legal obligations to investigate and to take prompt remedial action. When an issue is not subject to the grievance policy, once the impacted employee has complied with the obligation to report an instance of racism, discrimination, or racial bias, the impacted employee may also request that the Parties initiate a restorative conflict resolution process. Once the employee has done so and if all parties consent, the Employer will schedule an initial meeting with the impacted employee, involved supervisor or manager, a representative of the Employer, a union representative, and the Facilitator.

The Facilitator will lead all sessions of the conflict resolution process. Costs of facilitation will be borne equally by the Employer and the Union, in the same manner as the services of an arbitrator are borne under Article 5 of this Agreement. The impacted employee must consent to their participation in this process, and may revoke their consent at any time. The Parties agree to implement any mutually agreed upon resolutions of this process.

The restorative conflict resolution process will be confidential. Resolutions from the restorative conflict resolution process are not subject to the grievance procedure.

Section 4. Meet and Confer. After the completion of no fewer than five (5) restorative conflict resolution processes, the Parties agree to meet and confer to discuss the continuation of this program, and the program will be resumed if both parties agree following the result of the meet and confer process.

The Union maintains the right to meet and confer to discuss global issues related to racial bias, institutional racism, and racial harassment.

Section 5. Management Rights to Discipline. Nothing in this Article precludes management's right to implement discipline, subject to the Just Cause provisions of this Agreement, regardless of whether the parties participate in the Restorative Conflict Resolution Process.

Article 20: Transfer, Promotion and Leadership Development

Section 1. Internal Candidate Opportunities

As leadership opportunities become available across the entire organization, and to support growth and development, those opportunities will be open without restriction to specific units or divisions. Management will initially post any leadership positions internally for two weeks. After this period, the normal selection process will occur. If the Employer does not select an internal candidate, the positions will then be posted externally. In the interest of growth and development, openings for leadership opportunities shall be available organization wide and shall not be limited by unit or division. The employer shall give preference to internal candidates wherever possible.

Section 2. Exception

When an assistant supervisor position is created or comes open in a unit that does not have an open position, such that the FTEs in the unit would increase if a transfer from another unit took place, the position will be posted internally and only employees already in the unit will be considered.

Article 21: Employer-Sponsored Nonimmigrant Visas

Section 1. Visas

The Employer agrees to respond to all timely requests from members of the bargaining unit related to Employer-sponsored nonimmigrant visas in a timely manner. The Employer reserves the right to decline sponsoring an employee when: a) the Employer is unable to retain the *pro bono* services of an external, qualified lawyer to assist with the application; or b) the employee's circumstances make them likely ineligible for permanent residency after the Employer-Sponsored Nonimmigrant Visa period has expired.

The Employer will incur all required costs related to the sponsorship application, except that the Employer will not cover premium processing fees unless approved by the Executive Director and the Employer will not cover the costs of I-539 filing fees or other similar costs related to non-employee dependent applicants.

The Employer shall notify the Employee of its intent to continue or discontinue its sponsorship of an Employer-Sponsored Nonimmigrant Visa at least ninety (90) days prior to the expiration of the same. Should the employee be involuntarily separated for a reason other than the expiration of their status, the Employer should provide at least thirty (30) days' notice prior to the dismissal, although the Employer may place an employee on immediate investigatory leave in compliance with the Discipline and Discharge provisions of this Agreement.

If a request for sponsorship of an Employer-Sponsored Nonimmigrant Visa is denied, the Employer will provide the Employee with a written explanation within three (3) days. This explanation must contain a detailed explanation of the reason for the decision. Denials of requests for Employer-Sponsored Nonimmigrant Visas are subject to the grievance procedure.

The parties agree to expedite the handling of a grievance where the outcome of the grievance may affect the ability of an employee hired under an Employer-Sponsored Nonimmigrant Visa program to remain in the United States.

By agreeing to file an initial nonimmigrant petition, the Employer is not committing to file an extension nor to sponsor the employee for an immigrant visa (a.k.a., a green card application). However, the Employer shall give consideration to any permanent residency request after an employee has completed two years of H-1B service with the Employer. Any request for an extension of a nonimmigrant visa or for an immigrant visa and adjustment of status will be evaluated according to this Section.

Section 2. Support for Immigrant Communities

The Employer and the Union are fundamentally committed to providing a safe working environment for all employees and clients, regardless of national origin, in conformance with the Employer's nondiscrimination policy and its mission.

Article 22: Layoff and Recall

Section 1. Seniority is an employee's length of service for the Employer from the most recent date of employment.

- Seniority is not interrupted during the period an employee is on approved leave, including leave for Union business or layoff.
- If in the event of layoff or recall from layoff two or more employees possess the same seniority date, seniority in such cases shall be in order of the date of acquisition of

regular status in the class from which layoff is to occur or has occurred. If the tie cannot be broken by this method, seniority shall be determined by the last four digits of the employee's Social Security Number, or if the employee does not have a Social Security Number, by the last four digits of the employee's Individual Tax Identification Number with the employee having the highest such number being the more senior.

Section 2. Seniority rights under this agreement shall terminate under the following conditions:

- Termination of employment
- Layoff longer than a period equal to an employee's length of employment but not more than three years
- Failure to return to work in accordance with the terms and conditions of an approved leave of absence

Section 3. Seniority lists shall contain the names of bargaining unit employees by classification group arranged in order of most to least senior. The Employer shall establish a seniority list for all classification groups, which shall be Attorneys, Information Technology (IT), Non-Attorney Case Handlers, General: Legal, and General: Non-legal. The classification groups shall be divided into three work areas, 1) Metro Area and Disability Law Center Staff, and 2) St. Cloud, Willmar and Greater Minnesota, and 3) State Support. A copy of all seniority lists shall be furnished to the Union. The parties may mutually agree to modify these classification groups during the term of this agreement and in accordance with Section 5 of this Article.

Section 4. When a client-facing employee is proficient in a language other than English, that employee shall be credited with an additional three (3) years of seniority for the purposes of this Article only. Proficient is defined as receiving a certified rating of Intermediate High or above and have a level of oral and written fluency adequate to perform all necessary job functions without the use of an interpreter or translator. Client-facing is defined as having contact with casework and/or clients.

Seniority shall determine the order of:

- Layoff, which shall be in inverse order of seniority within each classification group by work area, provided that any employee who is to be laid off and has previously served in a lower work classification may request to exercise seniority rights in such lower classification or its designated equivalent and their pay will be adjusted accordingly.
- Recall from layoff which shall be in order of seniority within each work classification group and work area.
- If an employee does not return to work upon recall, as directed by the Employer or on an extended date mutually acceptable to the employee and Employer, they shall automatically have terminated their employment.

Section 5. If the Employer determines layoffs are necessary, the following sequential steps will be taken:

- The parties will meet & confer to discuss a possible MOU regarding layoffs, including incentives for voluntary layoffs and/or early retirement. The Union shall be available for a meeting as soon as practicable when requested by the Employer, and the obligation to meet and confer shall not extend any other timeline set by this section.
- The Employer will determine the dollar amount needed to be recouped/saved through layoffs and will share all information with the Union.
- Contract and temporary employees will be laid off first, regardless of position
- At least 60 days before layoffs are to occur, absent unforeseeable circumstances, the Employer will issue a notice saying layoffs are to occur and ask if there are employees willing to take voluntary layoffs in lieu of others about to be subject to involuntary layoffs.
- At least 30 days before layoffs are to occur, absent unforeseeable circumstances (assuming insufficient voluntary layoffs), the Employer will determine the number of positions in each job classification that are to be laid off and notify employees who are to be laid off.

Layoffs shall occur in order of inverse seniority within each layoff category group and work area.

Article 23: General Provisions

Section 1. Management Rights

The management of the Employer and the direction of the workforce are to be vested solely and exclusively in the Employer, except as specifically limited by the express written provisions of this agreement. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed; to determine the number of employees to be employed; to assign and delegate work; to established job positions and determine the content of job descriptions; to require observance of Employer rules, regulations, and other policies; to schedule work and to determine the numbers of hours to be worked after discussion with the Union; to determine the methods and equipment to be utilized and the types of service to be provided; and to enter into contracts for the furnishing and purchasing of supplies and services.

Section 2. No Strike/No Lockout

During the life of this Agreement, there shall be no lockout on the part of the Employer, nor shall the Union take part in, sanction, or authorize its members to , nor shall any of its members take part in any sit-down, stay-in, slow-down, strike, sympathy strike, or any other form of work stoppage, unless either party fails to abide by an arbitration award or is not in compliance with State and Federal laws with reference to strikes and lockouts.

The Union agrees that during the term of this Agreement and during any negotiations which may continue following the expiration of this Agreement, neither the Union or its members shall attempt to prevent employees whose services are needed to perform essential client services, regardless whether such employees are part of the bargaining unit, from discharging their duties and the Union will not establish picket lines to deter such persons from entering the premises of the Employer.

Section 3. Scope and Duration of Agreement

This agreement incorporates the entire understanding of the parties and supersedes any existing agreement, practices or understanding of any kind.

This Agreement shall be in full force and effect from May 23, 2025 through December 31, 2027, and shall be automatically renewed from year to year thereafter unless either party notifies the other, in writing, at least 90 days prior to the expiration date that it desires to modify this agreement.

This Agreement shall remain in full force and effect during the period of negotiations and until a successor Agreement has been reached.

Signatures

In witness whereof, the parties have caused this agreement to be executed this 3rd day of June, 2025.

For Mid-Minnesota Legal Assistance, Inc.

Milo Mumgaard
Executive Director

Brenna Brelie
Director of Operations

For AFSCME Council 5

Joseph Broge
Field Representative

Jonah Giese
Local President