

# **COLLECTIVE BARGAINING AGREEMENT**

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**Between**

**Stepping Stones of Living**

**And**

**American Federation of State, County and Municipal  
Employees  
Council 5  
Local No. 1681**

## **PREAMBLE**

**1.01:** This Agreement is made and entered into this \_\_\_ day of \_\_\_, 2018. The parties to this Agreement are Stepping Stones for Living, LLC (herein after referred to as the "Employer", "Management", or "SSL") and Council No. 5 of the American Federation of State, County and Municipal Employees (herein after referred to as the "Union").

## **RECOGNITION**

**2.01:** The Employer recognizes the Union as the exclusive bargaining representative of all full-time, part-time and on-call employees included in the bargaining unit certified by the National Labor Relations Board, Region 18, Case 18-RC-132421. It is recognized that AFSCME Council 5, is the exclusive representative for all employees, excluding participants, salaried employees, registered nurses, professional employees, confidential employees, clerical employees, managers, guards and supervisors of Stepping Stones for Living LLC.

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

**2.03:** The Union recognizes that the Employer provides services for the 24 hour, 7 day a week, 365 day per year care of very high behavioral needs individuals. As such, the Union agrees to work with the Employer to provide an environment that is the least intrusive and disruptive to these participants' daily lives and care.

## **UNION SECURITY**

### **3.01 (a): *Election to Pay Representation Fee/Union Dues.***

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

### **(b) *Sincerely Held Religious Beliefs.***

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

### **(c) *Duration of Election***

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

### **3.02: *Discharge of Employee for Failure to Comply with 3.01***

The Union may demand the discharge of any employee who, as of any tender date specified in Section 3.01, is delinquent in payments required under Section 3.01, by serving written notice of

such demand on the Company not later than ten (10) calendar days after such tender date, if, at least thirty (30) calendar days prior to such tender date, the Union has notified the employee:

( 1) of (a) the precise amount of the delinquency;

(b) the months to which the delinquency is attributable;

(c) the method used to compute the amount of delinquency; and

(d) the date by which such delinquency must be paid; and

(2) that failure to pay the amount of the delinquency will result in the employee's discharge. As soon as the Company verifies that the employee specified in such written notice failed to comply with the provisions of Section 3.01, that the Union has given the employee the notice required by this Section 3.02, and that the discharge of the employee would not otherwise be unlawful, the Company shall discharge the employee.

**3.03:**The Employer shall report to the Union the information on all employees in the bargaining unit represented by the Union including employee ID number, name, home address, phone number, hire date, worksite, job title, total hours worked per pay period, full-time or part-time employment status as of the most recent pay period, Union membership status, and wage rate. The Employer shall indicate which employees are serving their initial probationary period as well as those added to or removed from the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period. The Employer and the Union agree not to discriminate against bargaining unit employees on the basis of race, creed, color, sex, age, national origin, disability, veteran status, Union membership and Union activity.

**3.04:**The Union shall obtain and provide to the Employer all authorizations for withholding of Union Representation Fees and/or Union dues from the employee's biweekly wages. The Employer will not request and obtain from any employees any authorizations for withholding of Representation Fees or dues. Upon presentation by the Union of a duly signed authorization to withhold Representation Fees and/or dues, the Employer agrees to deduct bi-weekly from the wages of employees who authorize such deductions in writing, an amount sufficient to provide for the payment of union membership dues or Representation Fees as established by the Union. The amounts to be deducted shall be certified to the Employer by the Union and the aggregate deductions of all such employees shall be remitted together with an itemized statement, to the Union, by the fifteenth (15th) day of the month following the month in which deductions are made.

### **UNION REPRESENTATIVES**

**4.01:** Authorized representatives of the Union may visit certain designated areas of the Employer's premises to speak with employees during working hours, but only for the purpose of discussing matters relating to the interpretation and performance of this Agreement or investigating grievances which have been filed, after notice to and approval by the Employer has been obtained. Such approval shall not be unreasonably withheld. Such visits shall be restricted to the time and place so approved. Care shall be taken to cause no disturbance to other employees or participants and no such discussions shall take place in areas where participants may be present.

**4.02:** No Union meetings shall be conducted on the Employer's time and premises.

**4.03:** The Union shall have the opportunity to attend new employee orientation sessions conducted by the Employer. The Employer will allow the Union access from 10:30 to 11:00 every Thursday that new employees are in training. The time will be spent to explain contractual rights and introduce

new employees to the Union. Stepping Stones for Living will send an invoice to the Union to reimburse the employer for all time spent by Stepping Stones for Living employees during the training session. The Union will be billed the normal rate for each participant.

**4.04:** The Union shall designate in writing to the Employer the names of those Union members serving as stewards.

**4.05:** The activities of the stewards are expected to consume no more time than reasonably necessary, and they shall not interfere with the performance of the steward's work, the work of any other employee, or the operations of the Employer.

**4.06:** Union stewards shall be paid by the Company for their actual time, including travel time, attending disciplinary meetings with the Employer or Employer's representative only through the execution of section (b) within the grievance process contained herein. Any grievant and any steward assisting that grievant who is required to be absent from duty to process a grievance shall be granted the necessary time off, without discrimination and without loss of seniority rights or any other rights granted by the Employer under this Agreement. Any such absence from duty shall be subject to the approval of the Senior Supervisor and shall not be granted if the absence would disrupt necessary Employer functions. The Employer shall not be obligated to reimburse a grievant or steward for wages lost in attending an arbitration hearing.

**4.07:** The Employer agrees to give the Union use of one-half of the space provided by the bulletin board currently located in the main office break room. The Union shall have the option to purchase a bulletin board no larger than 18" X 24" that the Employer will hang directly to the right side of office/room #324. It is specifically understood that posted materials shall not advocate any course of action contrary to the provisions of this Agreement nor shall it contain material of a partisan political or inflammatory nature.

### **MANAGEMENT RIGHTS**

**5.01:** Management has and retains the rights to manage the facilities, operations, and work force covered by this agreement. These rights are vested exclusively in the Employer, and, except as limited by specific provisions of this agreement, the Employer shall continue to have all sole and exclusive rights customarily reserved to management, including the right to hire, promote, suspend, discipline, transfer, or discharge for just cause; the right to relieve employees from duty because of lack of work or other proper reasons; the right to schedule operations, shifts, and all hours of work; the right to assign work and require overtime work; the right to select personnel and control their conditions of employment; the right to change reporting practices and procedures and/or to introduce new or improved ones; and the right to establish rules pertaining to the operation of all of the facilities and permissible conduct of employees. The Employer shall have the sole right to decide all work processes as well as the methods of providing services. The Employer also retains the right to close all, or a portion of, the facilities covered by this agreement or to sell, relocate, transfer work, or in any other way to dispose of or alter such facilities and the work performed therein.

**5.02:** Management has and retains the right to change training, documentation, and scheduling in accordance to licensing and state statutes and regulations; and participant CSSPs (Coordinated Service Support Plans) and CSSP Addendums.

**5.03:** Unless otherwise limited by the express terms of this Agreement, the Employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial

policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel including, but not limited to, selection of supervisors, and direction and the number of personnel.

**5.04:** The Employer's exercise of any management right or function in a particular manner on one occasion shall not preclude the Employer from subsequently exercising the same right or function in any other manner which does not expressly violate a specific provision of this Agreement. The Employer's failure to exercise any right or function reserved to it on a particular occasion shall not be deemed a waiver of its right to exercise the same on another occasion.

## **STRIKES AND LOCKOUTS**

**6.01: No Strikes.** In consideration of the Company's commitment as set forth in Section 6.03 of this Agreement, the Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the Company's operations, whether or not such a strike, sympathy strike, slowdown, work stoppage, or other interference with or interruption of work (a) involves a matter subject to resolution pursuant to the grievance and arbitration procedures set forth in this Agreement; or (b) involves a matter specifically referred to or covered in this Agreement; or (c) involves a matter which has been discussed between the Company and the Union; or (d) involves a matter which was within the knowledge or the contemplation of the Company and the Union at this time this Agreement was negotiated or executed.

**6.02: Discipline for Violation of Section 6.01.** The failure or refusal on the part of any employee to comply with the provisions of Section 6.01 of this Agreement shall be cause for immediate discipline, including discharge, and such discipline shall not be subject to the arbitration provisions set forth in this Agreement. The failure or refusal by a Union officer, agent, representative, steward or committeeman to comply with the provisions of Section 6.01 of this Agreement constitutes leading and instigating a violation of said Section 6.01, it being specifically agreed that the Union officers, agents, representatives, stewards and committeemen, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 6.01 of this Agreement by reporting to work and performing work as scheduled and/or required by the Company.

**6.03: No Lockouts:** In consideration of the Union's commitment as set forth in Section 6.01 of this Agreement, the Company shall not lock out employees.

**6.04: Expedited Arbitration.** In the event of an alleged violation of Section 6.01 of this Agreement arising out of a matter not subject to resolution pursuant to the grievance and arbitration procedures set forth in this Agreement, the Company may institute expedited arbitration proceedings regarding such alleged violation by delivering written notice thereof to the Union and to the American Arbitration Association. Immediately upon receipt of such written notice, the American Arbitration Association shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give written notice thereof, and hold the hearing within twenty-four (24) hours after his appointment. The fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the Company and the Union. The failure of either party or any witness to attend the hearing, as scheduled and noticed by the arbitrator, shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a

violation of Section 6.01 of this Agreement has occurred or is occurring, and the arbitrator shall not consider any matter justifying, explaining or mitigating such violation. If the arbitrator finds that a violation of Section 6.01 of this Agreement is occurring or has occurred, he shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Company and the Union.

**6.05: Injunctive Relief Pending Expedited Arbitration.** In the event of an alleged violation of Section 6.01 of this Agreement to which Section 6.04 of this Agreement is applicable, the Company may immediately apply to the United States District Court for the District of Minnesota for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

**6.06: Damages and Other Remedies.** In addition to any other remedy set forth in this Article 6, the Company, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the Union for damages suffered by the Company as a result of a violation of this Article 6. The remedies set forth in this Article 6 are not exclusive and the Company may pursue whatever other remedies are available to it at law or equity.

## **NOTICE**

### **7.01:**

Any notice required by this Agreement to be given by one party to the other shall be sent by certified or registered mail to:

President  
Stepping Stones for Living, LLC  
5270 Miller Trunk Hwy  
Hermantown, MN 55811

Or  
AFSCME Council 5  
211 West 2nd Street, Suite 205  
Duluth, MN 55802

**7.02:** The notices shall be effective upon receipt.

## **CLASSIFICATION OF BARGAINING UNIT EMPLOYEES**

**8.01:** The category of full-time employees shall include persons hired by the Employer to work B, C, D, or F work week schedules as noted in Attachment A of this Agreement, who have completed the required probationary period.

**8.02:** Part-time employees shall include persons hired by the Employer to work E work week schedules as noted in Attachment A of this Agreement, who have completed the required probationary period. The mere fact that a part-time employee may on occasion be scheduled for more than forty (40) hours per week shall not result in that person being reclassified as a full-time employee.

**8.03:** On Call employees are not regularly scheduled employees. On Call employees shall be offered shifts based on their seniority within the on call pool. The On Call list will be limited to a maximum

of twenty (20) employees. On Call employees must work twelve (12) hours every pay period in order to remain on the on call list. Training does not count toward the 12 (twelve) hours requirement. Any failure to meet the minimum requirement shall result in termination of employment.

**8.04:** Due to the 24/7 care required for the Company participants, there are varying work schedules and shifts to accommodate the use of both part-time and full-time employees. Attachment A to this Agreement contains the unit work schedules which comply with mandated care requirements and allows for the flow and continuity of communication between staff.

**8.05:** Under state and federal laws, the Employer must meet participant needs under the participants' Coordinated Service and Support Plan (CSSP) to provide required care. The Employer shall retain the right to transfer employees between worksites, to provide such required care. No change to hours of work or work schedules shall be made without mutual agreement between the employee and the Employer.

**8.06:** Interaction with and care for SSL's participants will remain as it currently exists for bargaining unit and non-bargaining unit employees. Both the Employer and the Union acknowledge that this interaction and care includes non-bargaining unit employees occasionally (without regularity) being in ratio with participants. This shall not be construed to prohibit or prevent the Employer from providing necessary participant services or infringe upon the duties of non-bargaining unit employees.

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

## **SENIORITY**

**9.01:** Seniority, for the purposes of calculation of wages and benefits, shall be based upon paid hours of service with the Employer from the first paid day (initial in service date). An employee shall lose all seniority rights for any one or more of the following reasons: 1) discharge for just cause; 2) voluntary resignation; 3) retirement; 4) fails to return to work within five (5) working days after an approved leave of absence; 5) engages in any other employment with a competitor; 6) lay-off for a continuous period of more than six (6) months; or 7) has a continuous absence from work of greater than six (6) months for any other reason not governed by law.

**9.02:** The Employer will provide a seniority list annually or if requested which includes all bargaining unit employees and their initial in service date.

**9.03:** In the event that it is necessary to reduce the workforce, it shall be done based on bargaining unit seniority with the least senior employees being laid off first.

**9.04:** Notice of such lay-offs shall be given, in writing, two (2) weeks before the scheduled lay-off, or the affected employee(s) shall receive two (2) weeks' pay in lieu thereof.

**9.05:** The Employer, upon recall, shall do so in the order of seniority. Recall rights will be in effect for a period of 6 months from the date of lay-off.

**9.06:** Any employee who is laid off by the Employer and accepts a full-time position with another Employer, and refuses in writing or through lack of response of any kind within ten (10) days of a call-back to her or his former job, shall forfeit all seniority rights on the job from which laid off.

### **VOLUNTARY ADDITIONAL HOURS**

**10.01:** If open and unfilled shifts exist in the schedule, the employer will first offer the open shifts to part-time employees based on seniority if working the shift(s) will not result in overtime.

**10.02:** If no eligible part-time employee under section 10.01 accepts the shift and/or the shift remains open, the employer shall offer the shift to on-call personnel. If the shift remains unfilled, the employer shall notify all qualified employees of the available shift. Thereafter, the employer shall have the right to assign mandatory overtime, in reverse order of seniority to any capable and qualified employee working the shift immediately preceding the mandatory shift at that house. Thereafter, the employer has the right to mandate overtime to any capable and qualified employee regardless of the house to which assigned in reverse order of seniority.

**10.03:** An employee with greater seniority shall have the right to bump a BUE with less seniority who has filled an open shift up to 72 hours prior to the shift, but not thereafter only if all shifts that have the same schedule for that day have been filled. For example, if there are four open 8am to 4:30pm shifts available on Monday. Until all four have been filled no bumping for that 8am to 4:30 shift can occur.

**10.04:** If an employee is assigned an extra shift, and thereafter not unassigned, shows up for work, and is not granted the shift or assigned to other work, they shall be paid for four (4) hours.

**10.05:** Within 72 hours, employees on the short notice list will be notified of available shifts by a call or text to an employee. If no response is received in ten (10) minutes the employee is considered notified. The most senior employee on the short notice list who communicates their desire to work the open shift within the 10 minute window shall be awarded the shift. The documentation of the attempts to fill shifts and the order in which those attempts were made shall be on the billing of company phones. Employees may place themselves on or take themselves off the short notice list quarterly by contacting the designated HR representative in writing.

**10.06:** If an employee is working their regular shift at their regularly assigned house the employer shall not direct that staff to another house and subsequently fill their shift with another employee unless necessary by participant staffing requirements.

*(For example, if Jane is scheduled to work 8-4:30 at Berkeley, the employer shall not send Jane to Tischer and assign Joe to work the Berkeley shift, unless Jane chooses voluntarily to work at Tischer or unless necessary by participant staffing requirements.)*

**10.07:** All evening and overnight shifts shall be offered to bargaining unit employees prior to being offered or assigned to non-bargaining unit employees. This section shall be exempt for shifts that need to be filled immediately due to the start of the impending shift.

**10.08:** Any bargaining unit employee can request, in writing to HR, to be moved to the bottom of the call list for voluntary additional hours. The requesting bargaining unit employee will be moved to



the bottom of the call list and remain there until they request in writing to HR to be returned to the seniority appropriate position on the list.

### **EMPLOYEE STATUS**

**11.01:** Each new employee shall be required to successfully complete a probationary period of five hundred-twenty (520) hours, but no more than five (5) calendar months and receive a satisfactory performance evaluation. During the initial probationary period, employees may be discharged which shall not be subject to progressive discipline nor protected by the grievance procedure. Employees must complete all mandatory training sessions required by Stepping Stones for Living before passing the probationary period.

**11.02:** Employees shall be entitled to work other jobs provided the other job does not interfere with their employment with the Employer. In cases of scheduling conflicts with any other employment, the employee shall give priority to Stepping Stones for Living. The foregoing language shall not prohibit the Employer from entering into non-precedent setting written memorandum agreements with the Union regarding scheduling of individual employees which may arise in relation as a result of the employee's outside employment.

**11.03:** Employees hired without a driver's license will be hired for the explicit purpose of filling overnight shifts. Employees hired in this capacity will be allowed to volunteer for additional hours for overnight shifts only. Employees hired in this capacity shall be paid the same wage as Employees hired with a valid driver's license.

### **LEAVES OF ABSENCE**

**12.01:** Employees shall be eligible for all statutory leaves of absence (LOAs).

**12.02:** Every employee who is eligible to vote in an election has the right to be absent from work for the time necessary to appear at the employee's polling place, cast a ballot, and return to work on the day of that election, without penalty or deduction from salary or wages because of the absence. If at all practicable, the employee shall provide advance notice of his or her intent to vote.

**12.03:** Leave shall be granted for service upon a jury. Upon receipt of notification from the state or federal courts of an obligation to serve on a jury or to act as a court witness, the employee must notify his or her Senior Supervisor. "Service upon a jury" includes time the employee is impaneled for actual service or is required by the Court to be present for potential selection of service. The employee is required to provide copies of the subpoena or jury summons to his or her Senior Supervisor and to Human Resources. The Senior Supervisor will verify the notification and make scheduling adjustments to accommodate the employee's obligation. If the Employee normally works a non-day shift schedule, the Senior Supervisor will schedule another bargaining unit employee to cover his or her shifts while the Employee is impaneled for actual service or is required by the Court to be present for potential selection for service or to be a court witness. The Senior Supervisor will also provide court documentation to Human Resources.

**12.04:** Leave may be granted to any employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment. Employees may be required to exhaust PTO leave accruals prior to personal leaves of absence of less than ten (10) working days.

**12.05:** All requests for leaves of absence or extensions thereof shall be submitted in writing by the employee to the employee's immediate supervisor as soon as the need for such leave or extension is

known. Extension may be requested orally with prompt written confirmation when the need for the submission is not known in time for a written request. The request shall state the reason for and the anticipated duration of the leave of absence.

**12.06:** Except for statutory leaves of absence, LOAs are for exceptional circumstances and requests for LOAs will be considered on a case by case basis, and are not subject to the grievance process. Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the Employer.

**12.07:** Employees designated by their peers shall be allowed time off without pay for Union activities. Union business leave shall be limited to twenty-three (23) days per year for the bargaining unit as a whole. No more than three (3) employees shall be concurrently absent for such purposes. Employees shall submit their request in writing, at least two (2) weeks in advance, to their supervisor.

### **VACANCIES**

**13.01:** Notice of vacant positions within the bargaining unit shall be posted internally and externally for a period of seven (7) calendar days prior to filling such position. The vacancy shall be posted on officially designated bulletin boards and distributed to each worksite. The posting description shall be dated and shall contain the name of the class, a general description of the duties, the work area of the position, the shift, and the scheduled hours of work. A copy of the posting shall be furnished to the Local Union President.

**13.02:** Any bargaining unit employee who has been employed with the Company for at least six (6) months, and has no demotion, or suspension disciplinary action issued against him or her within the last six (6) months, will be eligible to apply for the position. To be eligible to apply, an employee shall not have switched positions within the past three (3) months.

**13.03:** Between equally qualified bargaining unit employees and outside applicants, bargaining unit members, including those on layoff, shall have preference for filling vacancies. If two or more equally qualified bargaining unit members apply for a vacant position, the most senior member shall have preference for the vacant position.

**13.04:** An employee who has been selected to fill a vacancy and is unable to perform the job to the satisfaction of the Employer, within thirty (30) workdays after being awarded the job, shall be returned to the job the employee held at the time of submitting the bid for the vacancy.

**13.05:** The employee shall be allowed to return to their previous position, at their previous pay, if they request to do so within thirty (30) workdays after being awarded a new job.

### **PAID TIME OFF AND HOLIDAYS**

**14.01:** Paid time off is awarded to full-time classified employees per the chart below. PTO may be used for sick days, vacation days, personal time off days or any other time off an employee may need. The number of PTO hours awarded to each employee is dependent on their start date (first day of training or first day in new employment status), length of service, and employment status.

The PTO award schedule for full time employees is as follows:

6 Months	24 Hours
1 Year	64 Hours
2 Years	104 Hours
3 Years	144 Hours
10 Years	184 Hours
20 Years or more	224 Hours

Employees are encouraged to use any awarded PTO time. Employees may roll over a maximum of forty (40) hours to the following calendar year. Any unused PTO in excess of 40 hours will be forfeited on the full time anniversary date.

**14.02:** Full time employees begin to accrue PTO after they have worked six (6) months from their full-time start date and have successfully completed their probationary period. If the employee converted from part-time to full-time status, they will begin to accrue PTO after six (6) months from their full-time start date. Employees must complete and submit an "Absence Request Form" to their immediate Supervisor to request use of PTO. Employees are to be responsible for planning ahead whenever possible for the use of PTO. Employees must submit their "Absence Request Form" to their immediate Supervisor at least fourteen (14) days in advance of the requested PTO dates for requests that are not due to sickness or emergency situations. Employees may roll over a maximum of forty (40) hours to the following calendar year. Any unused PTO in excess of forty (40) hours shall be forfeited on the full-time anniversary date. If the Supervisor denies the request, they should notify the employee in a timely basis about the denial and the reason for denial. Management reserves the right to deny any PTO request, when necessary, to ensure proper supervision of the Company's participants.

**14.03:** The Employer provides seven (7) holidays annually. The Company's main office is officially closed on the following yearly holidays:

1. January – New Year's Day
2. March or April - Easter Sunday
3. May – Memorial Day
4. July – Independence Day
5. September – Labor Day
6. November – Thanksgiving Day
7. December – Christmas Day

**14.04:** Holiday pay shall be paid at the rate of one and one half times the employee's regular rate. This shall apply to hours worked on the actual holiday. All "float and ILS" staff are considered essential staff and are required to work their scheduled shifts on the holiday, at the holiday pay rates, however ILS staff are allowed to take one holiday off without pay per calendar year.

### **RATES OF PAY**

**15.01:** The rates of pay during the Term of this Agreement are as listed on Attachment B.

**15.02:** AFSCME and Employer agree to re-open this Agreement if the State provides a COLA which requires wage increases. The parties will only negotiate over wages for those monies for the period of time the addition in revenue is to cover.

**15.03:** Employees shall be entitled to either an unpaid thirty (30) minute meal break or rest period for eight (8) or more consecutive hours worked. The meal break or rest period should be taken in an area that allows the employee to be free from any work duties. However, if an emergency or an issue with participants arises that requires the employee to return to duty prior to the completion of their meal break or rest period, the employee should return to duty and address the issue.

If, an employee misses a 30 minute meal break or rest period, he or she shall report the date and details for the missed break or rest period on the Missed Break Form. If the required staffing pattern at a house is in ratio prior to a meal or rest break, taking a meal or rest break does not put the house out of ratio. Participant ratios are allowed to be less than normal during meal breaks or rest periods, but at no time should a meal break or rest period result in participants being left unsupervised by at least one (1) staff.

## **INSURANCE**

**16.01:** The Employer will comply with the laws governing the provision of health insurance to employees based on the criteria set forth by the applicable statutes. The Affordable Care Act (ACA) mandates that all fulltime employees, as defined by the ACA, will be offered health insurance plans that meet the Minimum Essential Coverage and Minimum Value Standard of benefits. The Employer is currently classified as a large employer under the measurement rules of the Affordable Care Act and must comply by the "large employer" rules and regulations.

The Employer will cover the difference in premiums required to ensure that no eligible employee enrolling in the Employer's basic plan will pay more than dictated by law for his or her individual coverage. Family coverage will also be offered as required however, the cost of the premium for this coverage will be borne by the employee.

The Employer will also offer an upgraded plan (traditional plan) to any employee wanting to "buy up" to a different level of coverage and deductibles. The Employer will pay 55% of the premium for the employee's individual coverage of this plan, with the employee paying the remainder of the premium. This plan will also meet the Minimum Essential Coverage and Minimum Value Standard requirements.

**16.02:** The Employer will offer dental insurance to employees who have been employed by the Company as a regular full-time employee for sixty (60) days. The Employer will pay fifty percent (50%) of the dental premium cost for the employee only.

**16.03:** If the Employer makes a material change to the insurance offered, the Employer shall meet and negotiate such change.

**16.04:** The Employer shall provide employees access to an Employee Assistance Program of the Employers choice.

## **401(K) RETIREMENT**

**17.01:** The Employer shall offer a voluntary pre-tax salary deduction plan in which employees may elect to participate. The Company shall offer employees, who have been on a full-time or part-time basis for six (6) months, and are at least 21 years old, 401(k) retirement plan services. The Company will match dollar for dollar up to 3% of what the Employee contributes. The Company will do an additional match of \$.50 (fifty cents) per dollar up to 5% of the Employee's contribution. Open enrollment for the 401(k) retirement plan is held twice annually in January and July. The Employer

shall provide notice of when a 401(k) representative will be available to discuss retirement profile options.

**17.02:** The Employer will provide a fully paid \$10,000 Life Insurance plan to all full-time employees.

### **DISCIPLINE AND DISCHARGE**

**18.01:** After completion of the probationary period for new employees, no employee shall be discharged or otherwise disciplined without just cause. All matters concerning the administration of discipline will be conducted in a private and discrete environment with a representative from the Union present if the employee so desires.

**18.02:** Discipline will normally be in the following order:

Written Consultation  
Written Reprimand  
Demotion  
Suspension  
Discharge

The appropriate level of discipline shall be determined by the Employer based on the facts of each case. The Employer will abide by principles of progressive discipline although: (1) it is not bound to use all of the above-identified disciplinary forms, and (2) it retains the right to terminate an employee without warning for egregious conduct.

**18.03:** All disciplinary actions will be in written form.

**18.04:** In addition to the conditions in the above paragraph, an employee may be found to be engaged in situations that may lead to disciplinary action, including suspension and/or termination of employment, without management following progressive discipline. These situations include, but are not limited to the following:

- Making false statements on their employment application or other records, including time record information, or making an entry on another employee's time sheet;
- Theft or malicious damage to a participant's, a staff member's, or the Employer's property or to others while on the job;
- Physical or verbal abuse of a participant, visitor, or employee. "Verbal abuse" shall include, but is not limited to, conduct directed to a participant that violates the rights of the participant under federal, state, or local law or other codes of conduct applicable to employees.
- Breach of confidentiality (Confidential Information is non-public proprietary SSL information or forms, including information about SSL's business secrets and participants not otherwise available to persons or firms outside of SSL.)
- HIPPA Violations
- Unauthorized possession of potentially dangerous weapons on Management property;
- Insubordination; defined as refusal to comply with a reasonable order of a supervisor having the authority to give such an order.
- Violations of federal, state, or local law, or rules and regulations under federal, state, and local law which require mandatory employee discipline or termination.

**18.05:** All disciplinary actions which are to become a part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees shall receive a copy of such reprimands and/or notices.

**18.06:** Employees with demotions and/or suspensions in their personnel file within the past six (6) months are not eligible for promotion or transfer to another position unless participant or staff safety is a concern.

**18.07:** Availability of personnel records shall be governed by the Minnesota Statutes on Personnel Records, 181.960 to 181.966.

**18.08:** Records of written consultations and written reprimands shall be removed from the employee's personnel file after one (1) year if no further disciplinary actions have been taken during that time period, excluding medication errors. All other disciplines and medication errors shall remain in the employee's personnel file for three (3) years.

### **GRIEVANCE AND ARBITRATION**

**19.01:** A grievance is a dispute between an employee (or the Union) and the Employer involving the interpretation or application of this Agreement.

**19.02:** No later than ten (10) workdays after the event occurred giving rise to the grievance, or ten (10) workdays after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, the employee or a Union Representative shall submit a grievance in writing and shall discuss the grievance with his immediate supervisor. The immediate supervisor shall respond in writing to the employee and shop steward (if one was included in the initial conversation) not later than ten (10) workdays thereafter. The failure of the immediate supervisor to respond in a timely manner shall be considered a denial.

**19.03:**

**(a)** If the grievance is not settled in step 19.02, the aggrieved employee or a Union representative shall submit a written grievance to the Human Resources Coordinator or the Employer's designee within five (5) workdays (a maximum of 25 workdays after the aggrieved event occurred). The written grievance shall state the Article and section of this Agreement alleged to have been violated, the nature of the violation, the remedy or correction desired, and it shall be signed and dated by the employee or the Union Steward involved. Failure to submit the grievance in writing within 25 workdays shall result in such grievance being presumed to be without merit and it shall be waived, forfeited, and barred from further consideration.

**(b)** Within ten (10) workdays after receipt of the written grievance, the grievant, a Union representative, the President or her designee, and at the Employer's option, the Human Resources Coordinator or Employer's designee, and the involved supervisor, shall meet to discuss the grievance. Within seven (7) workdays after the meeting, the President or her designee will give a written response to the grievant. This written response shall be final and binding on the employee, the Union and the Company unless it is timely appealed to Mediation or Arbitration by the Union.

**(c)** If the grievance is not satisfactorily settled through the processes presented in sections 19.02, 19.03(a), or 19.03(b), the parties may (1) mutually agree to defer the grievance matter to mediation with a mediator from the Federal Mediation and Conciliation Service prior to submission to arbitration; or (2) the Union may request arbitration by giving the Employer written notice of its

desire to arbitrate within ten (10) workdays of the written response from the Employer as noted in section 19.03(b) of this article.

**(d)** The Union will request in writing that the Bureau of Mediation Services (with a copy of such request to the Employer) furnish both parties with a list of seven (7) names of impartial arbitrators. From this list, the parties shall each alternately strike one name until only one name remains. This remaining person shall be named the Arbitrator.

**(e)** The selection of the arbitrator and the hearing shall be within thirty (30) calendar days of the request for arbitration whenever practical.

**(f)** No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure in this Agreement.

**(g)** The expenses of the arbitrator shall be borne equally by the Union and the Employer, each party bearing its own preparation and presentation expenses. Each party shall be responsible for the expenses of their called witnesses for the arbitration herein. Should a transcript of the Hearing be requested by either party, the cost of the transcript and its preparation shall be borne by the requesting party.

**(h)** Any time limits in this Article may be waived or extended by mutual agreement between the parties.

**19.04:** Any decision reached at any stage of this grievance procedure shall be final and binding upon the Employer, the Union, the grievant, and all other unit employees. An arbitrator will have jurisdiction only over grievances or disputes which may arise between the parties concerning the application or interpretation of this Agreement. All arbitration decisions shall be rendered only in accordance with the language of this Agreement and any written interpretations of this Agreement signed by the parties. An arbitrator shall have no power to add to, ignore, subtract from, or modify in any way, any of the terms, conditions, or sections of this Agreement.

**19.05:** The written decision of the arbitrator will be issued within thirty (30) days following the close of the hearing unless otherwise mutually agreed in writing. Where an employee has been discharged in violation of the Agreement, the arbitrator may order the employee reinstated, with or without back pay, for loss of income resulting from such discharge. An award of the arbitrator shall not in any case be made retroactive to a date prior to the date on which the subject of the grievance occurred, and in no event more than fourteen (14) workdays prior to the filing of the grievance.

#### **SAVINGS/SEPARABILITY**

**20.01:** This agreement is subject to the laws of the United States and the State of Minnesota, now existing or hereinafter enacted. In the event any provision of this agreement shall be held to be contrary to law or become invalid or unenforceable by a court of competent jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided, such provisions shall be voided. However, it shall not affect any other provision of this Agreement or the application of any provision thereof. The parties shall meet and negotiate over the voided provisions.

#### **SUBSTANCE ABUSE**

**21.01:** No employee shall use, sell, solicit, possess or transfer illegal drugs or alcohol while working or while on any Employer premises (including parking lots) or Employer work sites, wherever located. No employee shall report to or be at work under the influence of illegal drugs or alcohol,

where such work is being performed including off Employer property. No employee shall operate any employer vehicle while used in furtherance of the Employer's business, while using or under the influence of illegal drugs or alcohol. The Employer may conduct drug and alcohol testing of employees according to the agreed upon SSL Drug Free Workplace Policy.

## **SAFETY**

**22.01:** Stepping Stones for Living is committed to preventing workplace injuries and illnesses among all employees. To prevent these losses, a joint management-labor safety committee will be established. Employee involvement in accident prevention and support of safety committee members and activities is necessary to ensure a safe and healthful workplace. Please see Attachment C to this Agreement for the Safety Committee Policy Statement.

**22.02:** Any protective equipment shall be provided and maintained by the Employer whenever such equipment is necessary. The employee shall have the responsibility to use all such provided protective equipment.

**22.03:** *Meet and Confer on Assaultive Behavior.* Upon request of the Union, the Employer shall call a special meeting of the Safety Committee specifically to review safety issues related to work-related assault or injury.

## **EMPLOYEE REFERRAL AND SIGN ON BONUS**

**23.01:** Stepping Stones for Living may offer a "Referral" and or "Sign-On" Bonus. The amount of either is solely dictated by Stepping Stones for Living. The reason for these bonuses is to stimulate hiring. The current program has language considered common to any program Stepping Stone for Living would implement. Any "Referral" of "Sign-On" bonus can be started or stopped with a thirty (30) day written notice to the Union.

## **LABOR/MANAGEMENT COMMITTEE**

**24.01:** The Employer and the Union hereby endorse the goal of a mutually constructive, cooperative relationship between parties. To help promote and foster such a relationship, the parties agree to establish a structure of a joint Labor/Management Committee.

The purpose of such Committee shall be to improve communication between the Employer and the Union and to serve as a forum in which issues of mutual concern can be discussed. The Committee shall have no authority to conduct negotiations on contractual issues, including wages, nor is it intended to serve as a substitute for the Grievance Procedure of this Agreement.

The Labor/Management Committee shall meet as mutually agreed or upon request by a party. Meetings shall be held during normal day shift working hours, and members shall receive no loss of pay for time spent at Committee meetings.

The Committee shall consist of at least two (2) but not more than six (6) members designated by the Union and at least two (2) but not more than six (6) members from the Employer.

## **DEFINITIONS**

**26.01:** For the purpose of this Agreement, working days shall be considered Monday through Friday, excluding Holidays.

## **REOPENERS/TERMINATION AND RENEWAL**



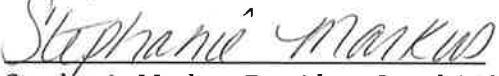
**27.01:** This Agreement shall become effective October 23, 2018, and shall be in full force and effect through June 30, 2020, and thereafter shall be automatically renewed from year to year. Stepping Stones for Living is a health care organization and as such notice of intent to bargain must be served by written notice from either party to the other, at least ninety (90) days prior to the renewal date.

SIGNED AND DATED THIS 23 DAY OF October, 2018

Representing  
Stepping Stones for Living, LLC

  
Curt Davis, VP of Operations, SSL

Representing  
Employees

  
Stephanie Markus, President, Local 1681

  
Chad McKenna, Field Representative, Council 5

  
Chelsea Nelson-Preble, Field Director, Council 5

## ATTACHMENT A - LABOR CONTRACT WORK SCHEDULES

<b>D Schedule</b>	<b>Full Time: Monday through Friday</b>						
	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Week 1	8am – 4:30pm	8am – 4:30pm	8am – 4:30pm	8am – 4:30pm	8am – 4:30pm	OFF	OFF
Week 2	8am – 4:30pm	8am – 4:30pm	8am – 4:30pm	8am – 4:30pm	8am – 4:30pm	OFF	OFF
<b>B Schedule</b>	<b>Full Time</b>						
<b>B1</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Week 1	9am - 9pm	9am - 9pm	OFF	OFF	9am - 9pm	9am - 9pm	9am - 9pm
Week 2	OFF	OFF	9am - 9pm	9am - 9pm	OFF	OFF	OFF
<b>B Schedule</b>	<b>Full Time</b>						
<b>B2</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Week 1	OFF	OFF	9 am - 9 pm	9am - 9pm	OFF	OFF	OFF
Week 2	9am - 9pm	9am - 9pm	OFF	OFF	9am - 9pm	9am - 9pm	9am - 9pm
<b>C Schedule</b>	<b>Full Time: Overnight</b>						
<b>C1</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Week 1	9pm – 9am	9pm – 9am	9pm – 9am	9pm – 9am	9pm – 9am	9pm – 9am	9pm – 9am
Week 2	OFF	OFF	OFF	OFF	OFF	OFF	OFF
<b>C Schedule</b>	<b>Full Time: Overnight</b>						
<b>C2</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Week 1	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 2	9pm – 9am	9pm – 9am	9pm – 9am	9pm – 9am	9pm – 9am	9pm – 9am	9pm – 9am
<b>E Schedule</b>	<b>Part Time: 3 Person Rotation</b>						
	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Week 1	OFF	OFF	OFF	OFF	4pm – 10:30pm	8am – 4pm	4pm – 10:30pm
Week 2	OFF	4pm – 10:30pm	4pm – 10:30pm	4pm – 10:30pm	OFF	OFF	OFF
Week 1	4pm – 10:30pm	OFF	OFF	OFF	OFF	4pm – 10:30pm	8am – 4pm
Week 2	OFF	OFF	OFF	OFF	4pm – 10:30pm	8am – 4pm	4pm – 10:30pm
Week 1	OFF	4pm – 10:30pm	4pm – 10:30pm	4pm – 10:30pm	OFF	OFF	OFF
Week 2	4pm – 10:30pm	OFF	OFF	OFF	OFF	4pm – 10:30pm	8am – 4pm
<b>E1 Schedule</b>	<b>Part Time: 7 on and 7 off</b>						
Week 1	4pm – 10:30pm	4pm – 10:30pm	4pm – 10:30pm	4pm – 10:30pm	4pm – 10:30pm	8am – 10:30pm	8am – 10:30pm
Week 2	OFF	OFF	OFF	OFF	OFF	OFF	OFF
<b>E2 Schedule</b>	<b>Part Time: 7 on and 7 off</b>						
Week 1	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 2	4pm – 10:30pm	4pm – 10:30pm	4pm – 10:30pm	4pm – 10:30pm	4pm – 10:30pm	8am – 10:30pm	8am – 10:30pm
<b>F Schedule</b>	<b>Full Time: 7 on and 7 off</b>						
<b>F1</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Week 1	8am – 8pm	8am – 8pm	8am – 8pm	8am – 8pm	8am – 8pm	8am – 8pm	8am – 8pm
Week 2	OFF	OFF	OFF	OFF	OFF	OFF	OFF
<b>F Schedule</b>	<b>Full Time: 7 on and 7 off</b>						
<b>F2</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Week 1	OFF	OFF	OFF	OFF	OFF	OFF	OFF
Week 2	8am – 8pm	8am – 8pm	8am – 8pm	8am – 8pm	8am – 8pm	8am – 8pm	8am – 8pm

## ATTACHMENT B – STEPPING STONES WAGE MATRIX

<b>Pay Grade</b>	<b>Job Titles</b>	<b>New Base (3% Increase)</b>
1	Overnight Sleep	Current Minimum Wage
2	DCS and Day Floats, Overnight Awakes	11.00
3	DCS II and Day Floats II, Overnight Awakes	11.75
4	Crisis C/E and non-lead F	12.00
5	Maintenance	12.50
6	Training II	12.51
7	Training I	12.72
8	Crisis F Lead and ILS	12.98
9	Training CSS	14.57

### Job Transfer Guidelines:

- An employee, who transfers to a higher pay grade position, shall receive the wage adjustment necessary to bring his or her wage to the rate of the new higher pay grade position that would incur no reduction in the employee's current wage rate.
- An employee, who voluntarily transfers or is demoted as a result of disciplinary action, shall receive an adjustment necessary to bring his or her wage to the rate of the new lower pay grade position.

\*Upon contract ratification, employees' pay for future services after ratification will be reconciled to this pay grid with no loss of pay unless the employee voluntarily transfers or is demoted as a result of disciplinary action to a lower pay grade position.

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## ATTACHMENT C

### SAFETY COMMITTEE POLICY STATEMENT

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#### **PURPOSE**

The purpose of this safety committee is to involve labor and management in a non-adversarial, cooperative effort to promote safety and health in the workplace. The safety committee will assist management and make recommendations for change.

#### **Organization**

There shall be two (2) employee and two (2) Employer representatives. Employee representatives shall be volunteers or elected by their peers. Employer representatives will be appointed by management. Safety committee members will serve terms of at least one year. Committee membership terms will be staggered so at least one experienced member is always serving on the committee. The committee shall meet at least quarterly. Additional meetings may be called by either the Union or the Employer as the need may arise. All Safety Committee meetings shall be held during day shift working hours on the Employer's premises and without loss of pay.

#### **Role of Employees**

Bargaining Unit employees who are injured or who are involved in an accident while on duty, shall file an incident report, on forms furnished by the Employer. A summary of the incident report along with a de-identified copy of each Workers Compensation FROI shall be furnished to the Safety Committee. Alleged violations of OSHA standards are not subject to the grievance procedure.

#### **Extent of Authority**

The safety committee advises management about safety and health issues in the workplace. All written recommendations from the safety committee will be submitted to the Employer. The Employer will consider the recommendations and respond in writing to the safety committee within a reasonable time.

#### **Functions**

Objectives and duties  
Management commitment to workplace safety  
Committee meetings and employee involvement  
Hazard assessment and control  
Safety and health planning  
Accountability  
Accident and incident investigations  
Safety and Health Training  
Others as determined by the committee

#### **Recommendations**

All written recommendations submitted to the Employer shall:

- Be clear and concise
- Provide reasons for implementation

- Include implementation costs and recommended completion dates
- List benefits

## **Procedures**

The safety committee's procedures for fulfilling its role should include:

- Setting the meeting date, time, and location
- Electing the co-chairpersons
- Setting the agenda
- Recordkeeping

Duties of each safety committee member must include:

- Reporting unsafe conditions and practices
- Attending all safety and health meetings
- Reviewing all accidents and near-misses
- Recommending ideas for improving safety and health
- Working in a safe and healthful manner
- Observing how safety and health is enforced in the workplace
- Completing assignments given to them by the chairperson
- Acting as a work-area representative in matters pertaining to health and safety

## **Summary**

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

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## ATTACHMENT D

### SOCIAL MEDIA POLICY & LOU

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Effective Date: September 1, 2015

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

This policy applies to all employees who work for the Company

#### **GUIDELINES**

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

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

#### **1. KNOW AND FOLLOW THE RULES**

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

#### **2. BE RESPECTFUL**

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

### **3. BE HONEST AND ACCURATE**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered.

Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow employees, members, customers, suppliers, people working on behalf of the Company or competitors.

#### **Post only appropriate and respectful content**

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

#### **Using social media at work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company's Electronic Device Policy.

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

#### **Retaliation is prohibited**

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

#### **Media contacts**

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

#### **For more information**

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

LETTER OF UNDERSTANDING  
REGARDING: SOCIAL MEDIA POLICY

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TO: Amanda Prince, AFSCME Council 5 Chief Negotiator

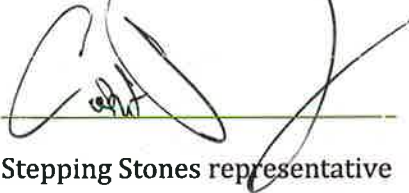
FROM: Donald C. Erickson, Stepping Stones for Living – Chief Negotiator

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RE: Social Media Policy

DATE: 15 July 2015

During negotiations for an initial collective bargaining agreement, the employer has presented, and the Union has agreed to allow the employer to implement its proposed Social Media Policy upon ratification of the initial CBA.



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Stepping Stones representative



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Union representative



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ATTACHMENT E  
SSL DRUG FREE WORK PLACE POLICY & LOU

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**DRUG AND ALCOHOL USE and TESTING POLICY FOR SSL EMPLOYEES**

(Amended June 10, 2015 to remove random testing and to comply with MN Medical Marijuana Law)

Date Effective: September 1, 2015

**I. PURPOSE**

SSL and AFSCME have negotiated this Drug and Alcohol Use and Testing Policy.

All employees will receive a copy of this Policy. All employees will be required to sign a ***Receipt and Acknowledgment Form*** in the form attached as Exhibit A to acknowledge they have received a copy of the Policy, have read it and understand it.

**II. SCOPE**

This policy applies to ***ALL bargaining unit employees.***

**III. POLICY**

An employee who violates the Rules of Conduct in this policy, will be subject to referral to a Substance Abuse Professional or other action, discipline, or termination from employment in accordance with this policy. The use, possession, or impairment (being "under the influence") of medical cannabis on the premises of SSL or during the hours of employment at SSL is a violation of this Policy and the Rules of Conduct.

**IV. RULES OF CONDUCT**

**A. An employee shall not use, sell, purchase, manufacture, possess, or transfer alcohol and/or illegal drugs or drug paraphernalia:**

- while on business related to SSL employment,
- during all work time, including meals and breaks,
- while on all premises owned or operated by SSL,
- while operating or in any company vehicle, machinery, or equipment, and
- while at or between job sites.

1. **"Alcohol use"** includes the use of medications that contain alcohol.

2. **"Illegal drugs"** means controlled substances, and includes prescription medications which contain a controlled substance and which are used for a purpose or by a person for whom they were not prescribed or intended. "Illegal drugs"

include, but is not limited to, the use, possession, or impairment (being "under the influence") of medical cannabis on the premises of SSL or during the hours of employment at SSL.

- B. **An employee shall not report for work, or remain at work** anywhere on behalf of SSL under the influence of alcohol, controlled substances, and/or illegal drugs, except when the use is pursuant to the instructions of a licensed medical practitioner who has previously advised the employee in writing that the substance will not adversely affect the employee's ability to safely perform the duties of his or her job. The employee shall provide SSL with a copy of the physician statement when it is obtained.
- C. This policy does NOT prohibit:
1. the moderate consumption of alcoholic beverages at company-sponsored events, if any, where SSL has authorized alcoholic beverages to be served, and
  2. the possession of sealed bottles or cans of alcoholic beverages in an employee's vehicle on company premises so long as this possession would be in compliance with state law if the vehicle were on a public street.
- D. A refusal to submit to the pre-employment, post accident, reasonable suspicion, return to work, or follow-up drug or alcohol tests required by this policy will be treated the same as a positive test result on a confirmatory test. The second or a subsequent refusal to submit to testing, if within three years of the first or a previous refusal, will be grounds for discharge of the employee.
- E. **Self-Identification.** Employees are encouraged to voluntarily disclose the excessive use of alcohol and/or illegal drugs **before** being confronted, tested or otherwise involved in drug and/or alcohol related discipline or proceedings. An individual who does so may be granted time off for treatment, rehabilitation, or counseling. Employees who voluntarily disclose the excessive use of alcohol and/or illegal drugs **before** being confronted, tested or otherwise involved in drug and/or alcohol related discipline or proceedings will not be discriminated against because of this disclosure nor will the information which is disclosed be used as the sole basis for discipline.

V. **TESTING FOR CONTROLLED SUBSTANCES AND ALCOHOL.**

Testing will be requested or required only under the circumstances described below. No test will be sought for the purpose of harassing an employee. All drug tests are conducted by a laboratory licensed by the State of Minnesota and certified by the National Institute on Drug Abuse or accredited by the College of American Pathologists under the forensic urine drug testing program. Alcohol testing will be done by a similarly laboratory accredited laboratory or a laboratory accredited by the College of American Pathologists in the laboratory accreditation program. No test will be conducted by a testing laboratory owned or operated by SSL. The laboratory will only notify SSL of the presence or absence of controlled substances and their metabolites and/or alcohol in the sample tested.

1. **Reasonable Suspicion Testing.** An employee may be requested or required to undergo a drug and/or alcohol test if there is a reasonable suspicion that the employee:

- (a) is under the influence of alcohol and/or illegal drugs,
- (b) has violated the rules of conduct in the policy statement above,
- (c) has caused himself/herself or another employee to sustain a personal injury;
- (d) has caused a work-related accident, or
- (e) has operated or helped operate machinery, equipment, or vehicles involved in a work-related accident.

**Reasonable suspicion testing** will be based on specific, contemporaneous, articulated observations of performance and behavior, and documented by a supervisor making the observations on a ***Reasonable Suspicion Incident Checklist*** in substantially the form attached as Exhibit B.

The employee will immediately be escorted to the Medical Facility or a qualified medical person will come to SSL for purposes of administering the test. At the time the employee is escorted to the Medical Facility, a supervisor or a supervisor's designee will explain the employee's rights to refuse testing, the consequences of a refusal to take a test and the consequences of a confirmatory positive test. The Supervisor or designee will document that the employee has received the explanation by completing and signing a ***Statement of Rights Form*** in substantially the form attached as Exhibit C.

The employee may be placed on suspension beginning the moment SSL informs the employee of the reasonable suspicion. After producing the sample or declining to consent to the test, a supervisor or a supervisor's designee will escort the employee home or make arrangements to have the employee escorted home safely.

An employee who is placed on suspension will remain on suspended status until the test results are received from the Medical Review Officer. If the test results are negative or there is a valid medical reason for a positive result, the employee will be paid for the lost time. If the confirmatory tests are reported as positive and there is no valid medical reason for the positive result, disciplinary action may be taken retroactive to the time the employee was first placed on suspension. For an employee who has a prescription for medical marijuana, a positive test result when accompanied by impairment (being "under the influence") of medical cannabis on the premises of SSI or during the hours of employment does not constitute a valid medical reason under the Minnesota Medical Marijuana law.

3. **Return to Work and Follow Up Testing** - A supervisor or a supervisor's designee will explain to an employee who is selected for Return to Work or Follow Up Testing as set forth above the employee's rights to refuse testing, the consequences of a refusal to take a test and the consequences of a confirmatory positive test. The supervisor or designee will document that the employee has received the explanation by completing and signing a ***Statement of Rights Form*** in substantially the form

attached as Exhibit C. The Employee will be given ***Pre-testing Acknowledgement Form***, Exhibit H, for signature and return to the Employer.

4. **Treatment Program and Follow Up Testing.** An employee may be requested or required to undergo drug and/or alcohol testing if the employee has been referred by SSL for chemical dependency treatment or evaluation. The employee may be requested or required to undergo drug and/or alcohol testing at any time without prior notice **during the evaluation or treatment period and for a period of up to two years** following the referral for chemical dependency treatment or evaluation.

## **VI. NOTIFICATION**

Before requesting or requiring an employee to undergo drug and/or alcohol testing, SSL will provide the employee with a copy of this Employee Drug and Alcohol Testing Policy and provide the employee with an opportunity to read the policy. The Employee will be given the ***Pre-testing acknowledgement Form, Exhibit H.***

## **VII. RIGHT TO REFUSE TO UNDERGO DRUG AND ALCOHOL TESTING AND THE EFFECT THEREOF**

Upon being requested to take a drug and alcohol test, SSL will inform the employee of his right not to take the test.

Any employee has the right to refuse to undergo drug and/or alcohol testing.

An employee who refuses to be tested or whose behavior prevents meaningful completion of drug and/or alcohol testing will be subject to discharge or other disciplinary action in accordance with this policy. If an employee refuses to undergo drug and/or alcohol testing, no test will be administered; however, the employee will be referred to a substance abuse professional.

Upon an employee's second refusal within a three (3) year period to submit to drug testing, the employee will be discharged.

## **VIII. Behaviors that Constitutes a Refusal to Submit to a Test**

The following behaviors constitute a refusal to submit to a test:

1. The refusal to take the test;
2. The inability to provide sufficient quantities of test samples without a valid medical explanation;
3. Tampering with or attempting to adulterate the specimen;
4. Interfering with the collection procedure;
5. Not immediately reporting to the collection site;
6. Failing to remain at the collection site until; the collection process is complete;
7. Having a test result reported by a Medical Review Officer as adulterated or substitutes.

## **IX. Testing Procedures**

1. **Initial testing.** If the initial result on the alcohol and/or illegal drug test is positive, the sample which was tested will be subject to a second, confirmatory test. SSL shall give the Employee written notice of the results within three working days after receipt of the test results by completing a **Disclosure Form** in substantially the form attached as Exhibit D (for positive alcohol blood test) or Exhibit E (for positive drug test). The **Disclosure Form** shall inform the employee in writing that he or she has the right to (1) to request a copy of the test result report; and (b) to explain the positive result on the **Disclosure Form**. Further, SSL shall request the Employee indicate on the disclosure form any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result. No employee will be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation solely on the basis of an initial test result which is positive.
2. **Confirmatory testing.** After giving the individual a reasonable time to explain the positive results, SSL shall arrange for verification by a confirmatory test. SSL shall give the individual written notice of the results within three working days after receipt of the confirmatory test results by completing another **Disclosure Form**. If the confirmatory test verified the positive result and there is no valid medical reason for the positive result, the **Disclosure Form** shall inform the individual, in writing, (a) that the individual has the right to request and receive a copy of the test result report; and (b) of the person's rights under the following paragraph. Further, if the confirmatory positive test is the first for an employee, SSL shall also notify the employee, in writing, of the employee's rights to participate in an evaluation and counseling or rehabilitation program under the provisions of this Policy entitled "Consequences of a Confirmatory Positive Test" by providing the employee with a copy of the form attached as Exhibit F.

If the confirmatory test verifies the positive result and there is no valid medical reason for the positive result, the employee shall be given five working days to submit information to SSL on the **Disclosure Form**, in addition to any information already submitted, to explain the result and/or may request a confirmatory retest of the original sample at the employee's own expense.

If the employee does not request a confirmatory retest, SSL shall take appropriate action based on the confirmatory positive test. If the employee does request a confirmatory retest, SSL shall follow the procedures set forth in Minnesota Statutes, Section 181.953, Subdivision 9. If the confirmatory retest confirms the positive test results, SSL shall take appropriate action based on the confirmatory positive test.

## **X. Collection, Laboratory Analysis and Reporting Results**

The Medical Facility and the testing laboratory must comply with Minnesota Statutes, Section 181.953 Subdivisions 1, 3, and 5, regarding identifying, handling and documenting the chain of custody of the test samples.

Split sample collection must be made so if the confirmatory test is positive, the employee, if he or she requests, can have a confirmatory retest at another licensed laboratory at his or her cost.

To assure the accuracy and the fairness of the testing program, the laboratory to which the sample is sent for analysis will be selected by the Medical Facility in accordance with Minnesota Statutes, Section 181.953, subdivision 1.

The substances that will be tested are a controlled substance as defined in Minnesota Statutes, Section 152.01, subdivision 4, which incorporates by reference Schedule I through V of Minnesota Statutes, § 152.02 and Alcohol.

Testing for the metabolites of the drugs will be done by the analysis of urine. Testing for the presence of alcohol will be done by blood test. Urine and blood tests will be done to comply with Minnesota Statutes, Section 181.951, subdivision 3, which requires the positive sample to be retained and properly stored for a period of 6 months.

An employee has a right to request and receive from SSL a copy of the test results report on any drug or alcohol test.

An employee will be subject to the same consequences of a positive test if he/she refuses a test, adulterates or dilutes a sample, substitutes the sample with that of another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

If the employee is unable to provide a sufficient amount of urine to be drug tested, which is sometimes called "shy bladder," the collection site should follow the same procedure as set forth in Federal Department of Transportation regulation in 49 Code of Federal Regulations Section 40.193.

**XI. Disciplinary Consequences on Positive Confirmatory Testing.** If the confirmatory test result is also positive, the employee may be subject to disciplinary action, up to and including discharge, in accordance with the following:

1. Alcohol concentrations less than 0.02%. No disciplinary action will be taken based on a test result showing an alcohol concentration of less than 0.02%; however, on the third such test result, the employee will be referred to a substance abuse professional or for chemical use evaluation.
2. Alcohol concentrations of 0.02% or greater but less than 0.04%. An employee who has an alcohol concentration of 0.02% or greater but less than 0.04%, shall be removed from duty for 24 hours following the administration of the test;
3. First Positive Test Result on Confirmatory Test – An employee will not be discharged based on a first time positive result on a confirmatory test for alcohol concentrations of 0.04% or greater and/or illegal drugs requested or required by SSL unless he or she has been given the opportunity to participate in a drug or alcohol counseling or rehabilitation program and has refused to participate or has failed to successfully complete the counseling program.

4. Subsequent Positive Result on Confirmatory Test – An employee who receives a positive result on a confirmatory test for alcohol and who has an alcohol concentration of 0.04% or greater and/or illegal drugs requested or required by SSL and who has previously received a positive result on a confirmatory test for alcohol and who has an alcohol concentration of 0.04% or greater and/or illegal drugs requested or required by SSL, may be discharged, so long as such previous positive result occurred within the three (3) preceding years. If the result of the confirmatory test is positive, an employee has the right to explain the reasons for the positive test and to request a confirmatory retest of the sample, to be conducted at the employee's expense. Any employee wishing to exercise these rights must do so within five (5) working days. If the initial result of the drug and/or alcohol test is negative or the confirmatory test result is negative, the employee is considered to have satisfactorily completed the drug and/or alcohol test.

## **XII. Additional Rights of Employees**

- A. An employee who is requested or required to undergo drug testing will be provided with a copy of the test results upon request.
- B. An employee who is suspended without pay will be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

## **XIII. Chemical Use Evaluation**

The chemical use evaluation will be done by an agency contracted with by SSL. The initial assessment and return to work assessment will be covered by the Employer under the Employee Assistance Plan (EAP) policy. In addition, the Employer will pay, or reimburse the employee up to \$500.00 toward any EAP recommended drug and alcohol rehabilitation or treatment, including co-pays and deductibles that may be incurred under any health care insurance policy that covers an employee undergoing recommended rehabilitation or treatment.

## **XIV. Return to Work Agreements**

All employees who have a confirmatory positive test and participate in a counseling or rehabilitation program must enter into a ***Return to Work Agreement*** in substantially the form attached as **Exhibit G** before returning to work. Further, the employee must comply with the following conditions or be subject to disciplinary action, up to and including discharge:

1. provide a compliance letter from the person who performed the chemical use evaluation and from the persons who provide any counseling or rehabilitation;
2. have an acceptable Return to Work test;
3. submit to periodic unannounced follow up testing during and for a period of up to two years following the successful completion of a counseling or rehabilitation program;

4. follow any and all aftercare recommendations of the persons who provide counseling or rehabilitation.

## **XV. Confidentiality**

The fact that an employee has been requested or required to take a drug and/or alcohol test, the result of the test, and information acquired in the alcohol and/or illegal drug testing process shall be treated in a manner consistent with SSL's treatment of other private and confidential information concerning employees.

*Private and confidential.* Test result reports or other information acquired in the drug and alcohol testing process is private and confidential information and will not be disclosed by SSL, or the laboratory to another employer, or any other individual, government agency or organization without the written consent of the employee involved.

*Lawful uses of positive test results.* Evidence of a positive test result may be: (1) used in an administrative hearing under Minn. Stat. Ch. 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for purposes of evaluation or treatment of the employee.

*Use in a criminal proceeding.* Positive test results may NOT be used as evidence in a criminal action against the employee tested.

Voluntary disclosure by an employee of the excessive use of alcohol and/or illegal drugs before being confronted, tested or otherwise involved in drug and/or alcohol-related discipline or proceedings will also be treated in a manner consistent with SSL's treatment of other private and confidential information concerning employees. This information will not be communicated by SSL to individuals inside or outside of SSL without the employee's consent except to those who need to know this information to perform their job functions, and as permitted or required by law or regulation.

## **XVI. Definitions**

The following is a list of definitions of certain terms that are used in this Policy, whether or not such terms are capitalized in the Policy. Many of these definitions are the same as set forth in Minnesota Statutes, Section 181.950. Minnesota Statutes, Sections 181.950 through 181.957, contain provisions that permit an employer to require an employee to undergo drug or alcohol testing. To the extent the definitions below conflict with the definitions in this law, the definitions in the law shall supersede and control.

**"Chemical use evaluation"** means a formal assessment by an experienced, licensed and certified chemical use counselor, social worker, psychologist, physician or other professional trained in the diagnosis and treatment of chemical dependency.



**"Confirmatory test"** and **"confirmatory retest"** mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, Section 181.953, subdivision 1.

**"Drug"** means a controlled substance as defined in Minnesota Statutes, Section 152.01, subdivision 4, which incorporates by reference Schedule I through V of Minnesota Statutes, Section 152.02.

**"Drug or alcohol testing,"** and **"drug or alcohol test"** mean analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, Section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

**"Employee"** means a person who performs services for compensation, in whatever form, for SSL.

**"Employer"** means SSL.

**"Initial screening test"** means a drug or alcohol test which uses a method of analysis under one of the programs listed in Minnesota Statutes, Section 181.953, subdivision 1.

**"The Medical Facility"** means a health care facility selected by SSL to collect body component samples pursuant to this policy.

**"Medical Review Officer"** is a licensed MD or OD with clinical experience in substance abuse disorders and has knowledge about alternative medical explanations for drug and alcohol tests such as adulterated or substituted specimens or medical reasons for a positive drug or alcohol test.

**"Positive test result"** means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, Section 181.953, subdivision 1. The presence of alcohol or drugs or their metabolites in a test sample generally will be reported in one of the following measures:

"GM" means a gram(s)

"L" means a liter(s)

"ML" means a milliliter(s)

"Ng/ML" means nanograms per milliliter.

**"Reasonable suspicion"** means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

**"Shy Bladder"** means when an employee being tested cannot provide a sufficient amount of urine to be able to do a drug test.

**"Under the Influence"** means having the presence of a drug or alcohol at or above the level of a positive test.

**“Valid medical reason”** for the presence of drugs in an employee’s system means

1. the drug identified in a drug test corresponds to a written prescription or oral prescription reduced to writing which satisfies the requisites of Minnesota Statutes, Section 152.11 naming the employee as the person for whose use it is intended and the drug was prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor;
2. the drug was used in the accordance with the terms of the prescription; and
3. the employee has notified SSL of his/her use of the prescription medication prior to a confirmatory test or confirmatory retest.

Provided such use is in accordance with the terms of the product’s directions, such use constitutes a valid medical reason.

If the employee has a prescription for medical marijuana, being impaired (under the influence of) marijuana at work or on the premises of SSL is not a valid medical reason.

## **XVII. Constructions**

The provisions of this Policy are severable and to the extent that any particular provisions are held to be unenforceable or invalid, this Policy shall be interpreted as if such invalid provisions were not contained herein. This Policy shall be governed by the laws of the State of Minnesota.

Date Established: \_\_ / \_\_/ 2015

Review Date: \_\_ / \_\_/ 2015

## **Contracted Service Agents**

### **I. Collection Facility**

To Be Determined

### **II. Accredited Testing Laboratory:**

To Be Determined

### **III. Medical Review Officer Services:**

To Be Determined

## **Exhibit A**

### **Drug Free Workplace and Drug and Alcohol Testing Policy**

#### **RECEIPT AND ACKNOWLEDGEMENT FORM**

I have been provided with a copy of SSL's Drug Free Workplace and Drug and Alcohol Testing Policy (the "Policy").

I have read the entire contents of the Policy and I am aware and fully understand:

- a. The Policy and its contents;
- b. The Rules of Conduct; and
- c. The Consequences of the Use of Controlled Substances, Illegal Drugs, and the Misuse of Alcohol, in violation of the Rules of Conduct.
- c. My rights under the Policy and the consequences if I exercise those rights;
- d. That certain events as described in the Policy may result in an adverse personnel action, including my termination from employment with SSL

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Employee Signature

Dated: \_\_\_\_\_

## REASONABLE SUSPICION INCIDENT CHECKLIST

Location \_\_\_\_\_

(Mandatory, detailed write-up of observations)

observations)

### OBSERVATION CHECKLIST

UNUSUAL:	Belching Laughing	Crying Vomiting	Hic-coughing	Fighting Action
----------	----------------------	--------------------	--------------	-----------------



Witness: (Print Name/Title)\_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

---

**Exhibit C**

**Drug Free Workplace and Drug and Alcohol Testing Policy**

**STATEMENT OF RIGHTS FORM**

Name of employee: \_\_\_\_\_

Location: \_\_\_\_\_

Reason for testing:                      Reasonable Suspicion  
    Return to Work      Follow Up

If Reasonable Suspicion testing, I have completed a ***Reasonable Suspicion Observation Write-up and Incident Checklist***

I informed the employee to take a drug and alcohol test and that the employee could refuse to take the tests; I explained to the employee that if he/she refused to take a test, he/she would be subject to the same consequences as if he/she had a positive tests result. I explained to the employee that a positive confirmatory test would result in disciplinary action, up to and including discharge, as indicated by SSL's policy.

I provided the employee with a copy of the PRE-TESTING ACKNOWLEDGEMENT form, Exhibit H

The employee indicated that he/she      refused to take a test      would consent to a test

The employee was told to report to a Medical Facility for the test, or      the employee was escorted to a Medical Facility for the test.

I placed the employee on suspension pending the results of the test.

Additional Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor (Print Name/Title): \_\_\_\_\_ Time: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit D [for use with positive alcohol blood test]**

**Drug Free Workplace and Drug and Alcohol Testing Policy**

**DISCLOSURE FORM**

**Notice to Employee of a Positive Alcohol Blood Test**

**To:** \_\_\_\_\_  
**Name of employee**

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

We regret to inform you that your [initial screening test] [confirmatory test] results taken on \_\_\_\_/\_\_\_\_/\_\_\_\_ were positive for alcohol.

Our Medical Review Officer at has determined that there exists no valid medical reason for the positive results.

Our Drug Free Workplace and Drug and Alcohol Testing Policy states that you are subject to disciplinary action if your confirmatory test is positive and the Blood Alcohol concentration is 0.04% or greater.

You have the right to explain the positive test results, including information of any over-the-counter or prescription medication that you may be taking or may have recently taken, or any other information you feel is relevant to the reliability of, or explanation for, a positive test result. Please use the next pages of this notice to provide any such information and send it back to your supervisor within five (5) working days.

You have the right to request in writing within five (5) working days to receive a copy of the test results report.

If this notice pertains to an initial screening, SSL will arrange for a confirmatory test after you have had an opportunity to provide SSL with any information you feel is relevant to the reliability of, or explanation for, a positive test result. If this notice pertains to a confirmatory test, you have the right to request in writing within five (5) working days a confirmatory retest of the original sample at another licensed testing laboratory and you must pay for a confirmatory retest.

By \_\_\_\_\_  
**Name and title**

\_\_\_\_ Please send me a copy of SSL Drug Free Workplace and Drug and Alcohol Testing Policy.

\_\_\_\_ Please send me a copy of my testing results.

\_\_\_\_ Please send my original test sample to another testing laboratory for a confirmatory re-test and I understand that **I will have to pay** for the confirmatory retest.

\_\_\_\_ I **do not** wish to have or pay for a confirmatory retest.



\_\_\_\_ I have provided information on the next page of this form indicating any over the counter or prescription medication that I am currently taking or that I have recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

\_\_\_\_ I have no information to provide as to the reliability of, or explanation for, a positive test result.

\_\_\_\_\_  
Employee Signature                      \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**If this form is not returned to SSL within five (5) days, you will lose your rights described above.**

**CONSENT:**

I voluntarily consent to provide the following information which may be relevant to the reliability of, or provides a explanation for, the positive test results. I am currently taking or have been taking the over-the-counter and/or prescription medications listed below.

\_\_\_\_\_  
Employee Signature                      \_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

NAME OF MEDICATIONS                      WHEN TAKEN (date & time)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

OTHER EXPLANATION FOR POSITIVE TEST (please write below)

**Exhibit E [for use with positive drug test]**

**Drug Free Workplace and Drug and Alcohol Testing Policy**

**DISCLOSURE FORM**

**Notice to employee of a Positive Drug Test**

**To:** \_\_\_\_\_  
**Name of Employee**

**Date:** \_\_/\_\_/\_\_\_\_

We regret to inform you that your [initial screening test] [confirmatory test] results taken on \_\_/\_\_/\_\_ were positive for drugs.

Our Medical Review Officer at has determined that there exists no valid medical reason for the positive results.

Our Drug Free Workplace and Drug and Alcohol Testing Policy states that you are subject to disciplinary action if your confirmatory test is positive.

You have the right to explain the positive test results, including information of any over-the-counter or prescription medication that you may be taking or may have recently taken, or any other information you feel is relevant to the reliability of, or explanation for, a positive test result. Please use the next pages of this notice to provide any such information and send it back to your supervisor within five (5) working days.

You have the right to request in writing within five (5) working days to receive a copy of the test results report.

If this notice pertains to an initial screening, SSL will arrange for a confirmatory test after you have had an opportunity to provide SSL with any information you feel is relevant to the reliability of, or explanation for, a positive test result. If this notice pertains to a confirmatory test, you have the right to request in writing within five (5) working days a confirmatory retest of the original sample at another licensed testing laboratory and you must pay for a confirmatory retest.

Employer.

By \_\_\_\_\_  
Name and Title

\_\_\_\_ Please send me a copy of SSL Drug Free Workplace and Drug and Alcohol Testing Policy.

\_\_\_\_ Please send me a copy of my testing results.

\_\_\_\_ Please send my original test sample to another testing laboratory for a confirmatory retest and I understand that **I will have to pay** for the confirmatory retest.

\_\_\_\_ **I do not** wish to have and pay for a confirmatory re-test.

\_\_\_\_ I have provided information on the next page of this form indicating any over the counter or prescription medication that I am currently taking or that I have recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

I have no information to provide as to the reliability of, or explanation for, a positive test result.

\_\_\_\_\_  
Employee Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**If this form is not returned to SSL within five (5) days, you will lose your rights described above.**

**CONSENT:**

I voluntarily consent to provide the following information which may be relevant to the reliability of, or provides a explanation for, the positive test results. I am currently taking or have been taking the over-the-counter and/or prescription medications listed below.

\_\_\_\_\_/\_\_\_\_/\_\_\_\_  
Employee signature                      DATE

<u>NAME OF MEDICATIONS</u>	<u>WHEN TAKEN (date &amp; time)</u>
----------------------------	-------------------------------------

- |    |  |
|----|--|
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| 6. |  |

OTHER EXPLANATION FOR POSITIVE TEST (please write below)

## **Exhibit F**

### **Employee's Responsibility to Seek Assistance**

SSL offers an employee who has a confirmatory positive test for the first time, an opportunity to participate in a chemical use evaluation and a counseling and rehabilitation program. Through the Employer provided EAP program, the chemical use evaluation and the return to work evaluation will be done at no expense to the employee. The Employer will pay, or reimburse the employee up to \$500.00 toward any EAP recommended drug and alcohol rehabilitation or treatment, including co-pays and deductibles that may be incurred under any health care insurance policy that covers an employee undergoing recommended rehabilitation or treatment.

An Employee who complies with the recommendations of the chemical use evaluation and successfully participates in and completes a counseling or rehabilitation program will not be terminated.

You must sign a formal ***release of confidential information*** allowing SSL to consult with the person who performs the chemical use evaluation (a chemical use counselor) and all persons who provide counseling or rehabilitation.

If you are suspended, you must also sign a **Return to Work Agreement** before returning to work. An Employee who refuses assistance by not having the chemical use evaluation, does not sign a release of confidential information or does not successfully complete the recommendations will be subject to disciplinary action, up to and including discharge.

You have five (5) days to follow through with the contact below or be out of compliance and subject to such disciplinary action.

To arrange for the chemical use evaluation, contact:

**TO BE DETERMINED - Will be the Employer provided EAP Program.**

## Exhibit G

### Return to Work Agreement

Effective \_\_/\_\_/\_\_\_\_, by agreement of all the parties, discipline of (Employee Name) \_\_\_\_\_ for violation of (the "Company") Drug Free Workplace and Drug and Alcohol Testing Policy will be [suspension without pay] [continuation of employment], provided all the conditions of this return to work agreement are followed.

The purpose of this agreement is to prevent a misunderstanding as to its terms, conditions, and times specified. This agreement is specially designed for (Employee Name) \_\_\_\_\_ and shall not be precedent setting.

The employee agrees to the following:

1. I will contact a chemical use counselor within the next five (5) days and set up an appointment for an evaluation.
2. I agree to sign a release of confidential information allowing SSL to consult with the chemical use counselor and all persons who provide counseling or rehabilitation.
3. I will comply with the chemical use counselor's recommendations and successfully complete any counseling or rehabilitation that is recommended. I understand that I am responsible for any additional cost of any counseling or rehabilitation program over the \$500.00 provided by SSL towards these programs.
4. I agree to random follow up testing for a period of two (2) years.
5. I agree to follow any aftercare recommendations that are made by the treatment or rehabilitation program and/or the chemical use counselor.
6. If I am on suspension without pay, I understand that I will not be allowed to return to work until SSL has been provided with a compliance letter from the person who performed the chemical use evaluation and from the persons who provide any counseling or rehabilitations AND I have an acceptable return to work test as deemed by the person who performed the chemical use evaluation.
7. I understand that failure to comply with any of the provisions of this agreement will be grounds for discipline, up to and including discharge.

**THIS AGREEMENT DOES NOT CONSTITUTE A CONTRACT OF EMPLOYMENT. THIS AGREEMENT IS MERELY A GUIDE FOR PERMITTING AN EMPLOYEE TO RETURN TO WORK AND FOR PUTTING THE EMPLOYEE ON NOTICE OF CERTAIN EXPECTATIONS. THIS AGREEMENT DOES NOT REPLACE OR SUPERSEDE ANY EMPLOYMENT CONTRACT, WRITTEN OR ORAL, OR THE COLLECTIVE BARGAINING AGREEMENT BETWEEN SSL AND THE EMPLOYEE.**

By the signatures below, both parties have read, understand and agree to the terms of this agreement.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

Employer.

By \_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

## **Exhibit H**

### **PRE-TESTING ACKNOWLEDGMENT**

In accordance with the requirements of SSL and in anticipation of the drug and alcohol test to which I am about to submit, I hereby acknowledge that I have read and understand the Drug and Alcohol Testing Policy of the Employer, and am aware that it applies to any employee, including myself.

Other information which I consider relevant to the reliability of my drug test, or which could explain a positive result, is the following:

---

Employee

---

Date



LETTER OF UNDERSTANDING  
REGARDING: SSL DRUG FREE WORK PLACE POLICY

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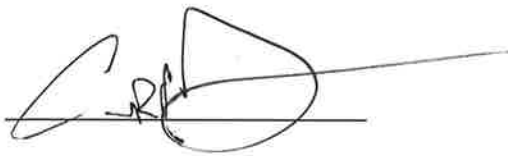
TO: Amanda Prince, AFSCME Council 5 Chief Negotiator

FROM: Donald C. Erickson, Stepping Stones for Living – Chief Negotiator

RE: Drug Free Work Place Policy

DATE: 15 July 2015

During negotiations for an initial collective bargaining agreement, the employer has presented, and the Union has agreed to allow the employer to implement its proposed Drug Free Work Place Policy upon ratification of the initial CBA.



Curt Davis



Chad McKenna

