

AGREEMENT

By and Between

**GOODWILL INDUSTRIES
VOCATIONAL ENTERPRISES, INC.
Maintenance Mechanics**

and

**TEAMSTERS GENERAL LOCAL UNION NO. 346
Duluth, Minnesota**

**February 1, 2018
through
January 31, 2020**

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AGREEMENT

GOODWILL INDUSTRIES VOCATIONAL ENTERPRISES, INC., hereinafter referred to as the "Employer", and the **TEAMSTERS GENERAL LOCAL UNION NO. 346** of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," agree to the following terms and conditions of this contract.

ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time maintenance mechanics employed by the Employer at its Duluth, Minnesota facility located at 700 Garfield Avenue in Duluth, Minnesota; excluding all program participants, casual employees, temporary employees, managers, confidential employees, guards and supervisors, as defined in the National Labor Relations Act, and all other employees of Goodwill Industries Vocational Enterprises, Inc. (hereafter referred to as "Employees").

ARTICLE 2 MANAGEMENT RIGHTS

2.1 The Employer retains the exclusive right to manage the business and to direct the working force. All management functions and responsibilities, whether or not exercised by the Employer prior to the execution of this Agreement, are reserved exclusively to the Employer, except to the extent the same are expressly restricted by a specific provision of this Agreement. By way of illustration, Employer's management rights shall include, but not be limited to, the right to hire, discharge, suspend, discipline, lay off, transfer, promote and demote Employees; to assign duties to and direct the performance of Employees; to determine the starting times, quitting times, number of hours worked, and working days during the work week; to require overtime and make temporary work assignments; to reorganize, enlarge, reduce or discontinue an Employer function, position, program or department; to assign duties, classifications and work; to determine employment qualifications and job requirements; to introduce new or improved methods of operation or facilities; to establish new jobs or change job contents; to determine the manner, means and methods by which all operations of the Employer

shall be carried out; to subcontract work and to take such other actions as it deems necessary to maintain the goals and efficiency of the Employer's operation; to determine the means of serving its clients, to assign its clients to bargaining unit jobs and positions, and to utilize volunteers. The Employer's failure to exercise any right, prerogative or function does not preclude the Employer from starting to exercise any right, prerogative or function at any time during the term of this Agreement. The exercise by the Employer of any right, prerogative or function in a particular way does not preclude the Employer from changing the manner in which it exercises any right, prerogative or function or practice at any time during the term of this Agreement.

2.2 Employer maintains a Staff Personnel Manual ("Manual"). All noneconomic terms of the Manual shall be applicable to Employees except to the extent such terms are in conflict with this Agreement, in which case this Agreement shall control. Economic terms of the Manual, including but not limited to wages, benefits, bonuses, etc., shall not be applicable to the Employees. Economic terms shall be controlled exclusively by this Agreement. Employer retains the right to enforce the rules and procedures in the Manual, and to amend or revise the Manual. Any new rule or new policy that exposes Employees to discipline shall be copied to the Union and shall be applicable to and enforceable against the Employees unless within fourteen (14) calendar days of the Union's receipt of the new rule or new policy the Union objects in writing and requests negotiation concerning same.

2.3 Exhibit A hereto is Employer's Maintenance Mechanic I & II job description setting forth a general summary, qualifications and essential job functions. Employer to provide Exhibit A. Prior to making any material change to the job description for current maintenance mechanic, Employer shall provide the Union with fourteen (14) calendar days notice of the proposed change. If the Union provides a written objection to the proposed change within the notice period, Employer shall negotiate the effects of any such change with the union. Nothing herein restricts Employer's rights to create or post a new position or, in Employer's sole discretion, set the qualifications and duties of a new position. Employer reserves the right to perform the job functions of Maintenance Mechanic I and Maintenance Mechanic II with non-unit employees and supervisors during times when unit employees are not available including but not limited to vacations, leaves and periods of vacancies.

ARTICLE 3
UNION SECURITY & CHECK-OFF

3.1 All present Employees who are members of the Local Union on the effective date or on the date of execution of this Agreement, whichever is later, shall remain members of the Local Union in good standing as a condition of employment. All present Employees who are not members of the Local Union and all Employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this contract, whichever is the later.

3.2 Failure on the part of the Employee to pay his initiation fee or regular monthly dues shall require the Union to notify Employer in writing by Certified Mail. After notice from the Union of failure on the part of any individual to complete membership in the Union as above required or of failure to continue payment of dues to the Union, the Employer shall within seven (7) days of such notice, discharge said Employee.

3.3 Employer agrees to deduct Union membership dues levied by the Union in accordance with the Constitution and/or by-laws of the Union, from the pay of each Employee who executes or has executed an "Authorization for Check-off of Dues" form. Employer will deduct from each paycheck of such Employee during the effective period of such authorization 1/24 of the annual union dues, and the Employer will promptly remit any and all amounts so deducted to the Union. The Union shall provide the Employer with a copy of the Check-off form signed by each new Employee.

3.4 The Union shall indemnify and hold the Employer harmless against any form of liability that shall arise out of action taken by the Employer in reliance upon Authorization for Check-off Dues forms submitted to the Employer by the Union.

ARTICLE 4
INDIVIDUAL AGREEMENT

4.1 The Employer agrees not to enter into any contract or agreement with its Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 5
CLASSIFICATION OF EMPLOYEES

5.1 Full-time maintenance mechanics are maintenance mechanics hired by Employer with the expectation that they will be regularly scheduled to work more than 32 hours per week for an open and extended period of time and who have been asked by Employer to sign and have signed and delivered to Human Resources a Letter of Hire in a form prepared by Employer confirming in writing their full-time status.

5.2 Part-time maintenance mechanics are maintenance mechanics hired by Employer with the expectation that they will be regularly scheduled to work less than 32 hours per week for an open and extended period of time and who have been asked by Employer to sign and have signed and delivered to Human Resources a Letter of Hire in a form prepared by Employer confirming in writing their status as part-time less than 32 hours per week employees. Part-time maintenance mechanics do not accrue seniority.

ARTICLE 6
SEPARABILITY AND SAVINGS

6.1 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or Employer, for the purpose of arriving at a mutually satisfactory replacement pertaining to the same subject matter for such Article or Section during the negotiations, and either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this contract to the contrary.

ARTICLE 7
STRIKES AND LOCKOUTS

7.1 Employer and Union agree that during the term of this Agreement the Union will not authorize, assist, or support and the Employees agree that they will not individually or concertedly engage in, assist or support any strike against the Employer, sit downs, sympathy strikes, slow down, stoppage of work or any other form of interference with production. Participation in any such activity brought about by either action by the Union or by action

of individuals or groups without Union authority shall be cause for dismissal or discipline by the Employer.

7.2 It shall not be a violation of this Agreement for persons covered hereunder to refuse to cross a picket line of a Union on strike against persons who are not parties to this Agreement at locations other than those owned and/or operated by Employer. Employees will not be required to cross a picket line of another Union at Employer's locations if to do so would obviously endanger the physical safety of the Employees.

7.3 Employer agrees that there will be no lockouts during the term of this Agreement.

ARTICLE 8 JOB STEWARD

8.1 The Employer recognizes the right of the Union to designate a Job Steward to handle such Union business as may from time to time be delegated to the Job Steward by the Union Executive Board, however, on work time the Job Steward will only engage in grievance related activities and use only a reasonable amount of time when performing those responsibilities.

8.2 Employer shall allow Union representatives to visit the Employer's premises for the purpose of discussing grievances. Such discussions shall take place at such times and places as are mutually agreed upon by the Employer and Union, each time in advance. Further, such discussions shall not disturb consumers of the Employer or interrupt the work of other employees.

ARTICLE 9 SENIORITY

9.1 The Employer recognizes, and in accordance with the provisions of this Article, will give due regard to the principle of seniority for full-time Employees, taking into consideration the skill and ability necessary to perform the required work. The Employer shall be the sole judge of Employee qualifications.

9.2 Seniority rights shall prevail where specifically provided in this Agreement. A list of full-time Employees arranged in the order of their seniority shall be posted in the plant and a copy of same forwarded to the Union every twelve (12) months. In

reducing personnel because of lack of work, the last full-time Employee hired shall be the first laid off (provided the remaining full-time Employees are qualified to perform the work available), and in calling full-time Employees back to work, the last Employee laid off shall be the first returned to work (provided he/she is qualified to perform the work available) and is further defined as the principle that in cases of filling vacancies for new jobs, seniority shall prevail herein (provided the senior full-time Employee is qualified to perform the work available).

9.3 Newly hired full-time employees and part-time employees moving to full-time shall attain seniority when they have been employed 90 calendar days. During this period, full-time Employees shall acquire no seniority or re-employment rights and may be laid off or discharged at the Employer's discretion and are not entitled to holiday pay for the holidays falling within the probationary period. After said period of employment, a full-time Employee shall be placed on the seniority list after completion of the probationary period. The full-time Employee's most recent hire date is their seniority date.

9.4 Seniority shall terminate for the following reasons:

- a. Voluntary termination;
- b. If an Employee is discharged for just cause;
- c. If an Employee is laid off for more than twelve(12) months;
- d. If an Employee fails to return to work at the end of a leave of absence;
- e. If an Employee fails to report for work within five (5) working days after having been called back from a lay-off by certified mail at the last known address;
- f. Retirement

9.5 Nothing herein shall require the Employer to retain or rehire any Employee who is not qualified or is unable to perform the work available.

9.6 Lay-off.

The Employer, without regard to seniority, shall determine the need for and the timing of any layoffs, the number of Employees to be laid off, the programs affected and whether to lay off the employee in the position of Maintenance Mechanic I or Maintenance

Mechanic II. Reduction in the number of Employees shall be accomplished on the basis of seniority, provided that, in the judgment of the Employer, the retained Employees possess the necessary skill, ability and experience to perform the required work and provided that with the retained Employees employer is able to adequately staff scheduled business hours. Employees laid off shall be placed in Lay-off status subject to the recall provisions of this Article.

9.7 Recall After Lay-off.

When Employees are recalled to work after lay-off, it shall be by seniority, subject to the Employer's determination that the Employee is qualified to satisfactorily perform the required work. Employees shall retain a right to be recalled for a period of twelve (12) months following layoff.

An offer of re-employment mailed via certified mail, return receipt requested, to an Employee's last known address shall terminate any obligation of the Employer under this Agreement with respect to such laid-off Employee if he/she fails to report within five (5) days following receipt by the laid-off employee of such notice, or within five (5) days following receipt by the Employer of notice of non-delivery of said notice of recall. Such five (5) day notice may be extended, at the discretion of the Employer, where delay in reporting is due to unusual and compelling circumstances.

ARTICLE 10 SAFETY EQUIPMENT & EXPENSES

10.1 Reasonable expenses for accommodations, food, parking, and similar items will be paid by the Employer when such expenditures directly support the Employee's work.

10.2 Employer shall provide appropriate and safe equipment for employees to perform their job functions.

ARTICLE 11 HEALTH AND SANITATION

11.1 Clean, sanitary rest rooms shall be maintained at all times by the Employer. During the winter months, the temperature in the

garage shall be maintained at a level appropriate for the work performed.

ARTICLE 12 LOSS OR DAMAGE

12.1 Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging Employees for equipment.

ARTICLE 13 PHYSICAL EXAMINATION

13.1 Physical, mental or other examinations required both by a government body and by the Employer, as well as such examinations required solely by the Employer, shall be promptly complied with by all Employees, provided, however, the Employer shall pay for all such examinations. Examinations are to be taken in Duluth or Superior. Employees will be required to take examinations during their working hours, and receive compensation for all hours spent during such examination.

13.2 The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an Employee, have said Employee reexamined at the Union's expense.

13.3 Employees shall be paid their applicable rate of pay for all random drug testing (DOT), not to exceed one (1) hour.

ARTICLE 14 REST PERIOD

14.1 There shall be a fifteen (15) minute paid rest period for every four (4) hours worked.

14.2 There shall be a one-half ($\frac{1}{2}$) hour unpaid lunch break for all Employees that work six (6) hours or more. Scheduling will be as close to the middle of an Employee's shift as possible.

ARTICLE 15 PAY PERIOD

15.1 All Employees shall be paid in full every two (2) weeks (pay for the two-week period ending the Sunday of the payday week).

Each Employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 16 PROBATION

16.1 All new Employees shall be considered probationary for a period of ninety (90) calendar days from date of hire. Such probationary period shall constitute an evaluation period during which the Employer shall determine whether or not the Employer desires to retain the probationary employee. During the probationary period, the Employer may discipline, including discharge, the Employee without the necessity of showing cause, and such action shall not be subject to the grievance procedure.

ARTICLE 17 HOURS AND PAY

17.1 Employer retains all rights and authority not expressly limited by this Agreement to determine days of work, hours of work and to schedule work.

17.2 Wages.

(a) Classification:

Base Wage

Maintenance \$16.00/hr.
Mechanic I

Maintenance \$16.00/hr.
Mechanic II

(b) Each year, the Employer Board of Directors will determine the amount, if any, of a discretionary cash bonus to eligible staff. The base for calculating each employee's cash bonus will be wages paid to the employee during the fiscal year under consideration (July through June). The employee must be employed on the bonus distribution date in November, following the year under consideration, to receive the bonus. The amount of the cash bonus, if any, will be determined on the agency's

financial outcome for the fiscal year, and the amount for Employees covered by this Agreement, if any, shall be determined in the same manner computed for all eligible staff.

17.3 Overtime. For purposes of calculating overtime pay the pay period shall consist of seven (7) consecutive twenty-four (24) hour periods currently commencing at Monday, 12:01 a.m. and continuing to Sunday, 12:00 midnight. Employer reserves the right to change the pay period. All time worked in excess of forty (40) hours in a work week shall be paid at the rate of time and one-half (1½) the Employee's regular hourly wage. Only hours actually worked shall be included in calculating entitlement to overtime pay. Overtime must be authorized in advance by the Employer before it is worked.

In determining eligibility for overtime pay when the work week includes snowplowing work hours on Saturday, Sunday or an agency holiday, all hours paid will be included in the calculation of hours in excess of forty (40) hours, except sick leave and unscheduled vacation leave hours.

If an employee is required to report to work before his/her regularly scheduled work shift due to snowplowing, the employee will have the option to leave after eight (8) hours of work, if management agrees that other qualified staff are available to complete any required duties for the day.

17.4 No pyramiding. An Employee entitled to premium pay or to overtime pay under two or more clauses of this Agreement or applicable law shall receive the highest applicable rate of pay for such hours worked, but premium pay or overtime pay, or any combination of the two, shall not be compounded or paid twice for the same hours worked.

ARTICLE 18 SCHEDULING

18.1 There shall be no split shifts or split work weeks.

18.2 If called into work on Saturday, Sunday, holiday, or outside their regularly scheduled shift, an Employee shall be guaranteed a minimum of two (2) hours pay at the applicable wage rate.

ARTICLE 19
GRANTING TIME OFF

19.1 **Absence:** The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any Employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided two (2) weeks' written notice is given to the Employer by the Union, specifying length of time off, which shall not exceed more than two (2) consecutive days off with a limit of three (3) days off annually per employee. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of Employees affected in order that there shall be no disruption of the Employer's operations due to lack of available Employees. The Union agrees that, in making its request for time off for union activities, the Employer will have sole discretion in whether to grant such request.

19.2 Employees may, because of special circumstances, need to request time away from work for personal purposes. Such requests must be directed to the individual's immediate supervisor and/or department manager. Leave will be unpaid, and will only be granted if the leave, in the judgment of the supervisor and/or department manager, will not result in a business hardship for Employer.

19.3 The Employer will comply with all applicable federal and state laws relating to Military Leave and the Family Medical Leave Act.

19.4 Sick leave with pay, for full-time maintenance mechanics, will be prorated based on actual hours worked, on a 40-hour work week accrual of three quarters of one day per month up to 9 working days per year. Sick leave is not available to any Employees other than full-time maintenance mechanics. Sick leave not taken may be accumulated up to a maximum of ninety (90) days - 720 hours. Sick leave in excess of 720 hours will be deleted each year on the Employee's anniversary hire date.

Sick leave is intended to protect the individual's income during illness or disability which prevents him or her from working. Sick leave can also be used for doctor and dentist appointments. Such appointments, however, should be scheduled at times least disruptive to work schedules. It should not be considered

something to which the individual is entitled for any other reason.

Serious health conditions requiring extended absence may fall under the FMLA.

Sick leave privileges shall not be abused. Any use of the privilege except for reasons specified in these policies will jeopardize employment status. No sick leave will be allowed in excess of hours actually earned. Except in the case of extended verifiable illness, vacation time shall be used for those days a full-time maintenance mechanic is absent due to illness and has no available sick leave.

Excessive sick leave may affect an individual's overall performance review. Abuse of sick leave is defined by the Employer.

Full time maintenance mechanics on sick leave are expected to keep the Employer advised regularly. In certain instances, according to the nature and severity of the illness or injury, the full-time maintenance mechanic may be required to submit a written doctor's statement verifying the illness or approving their capacity to return to work in their regular job duties.

Full time maintenance mechanics will accrue sick leave while on paid leave. Accrual of sick leave benefits ceases at midnight of the last day the individual works. Full time maintenance mechanics do not receive pay for unused sick leave at the time of resignation, termination or dismissal.

ARTICLE 20 HOLIDAYS

20.1 Eligible Employees, as described in Sections 20.2 and 20.3, will receive holiday pay for the following holidays:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- When Christmas falls on a Wednesday or Friday, a half-day holiday will also be observed on Christmas Eve day (afternoon).
- When Christmas falls on a Tuesday or a Thursday, the preceding Monday or following Friday respectively will also be observed as a holiday.

20.2 Full time and part-time maintenance mechanics will receive regular straight time pay for each holiday, prorated based on hours paid to the Employee in the previous two pay periods, except that there shall be no holiday pay for Employees during their probationary period.

20.3 Full-time and part-time maintenance mechanics who work on holidays shall, in addition to the pay described in paragraph 20.2, be paid at one and one half (1½) times the straight time pay rates for the hours worked on the holiday.

ARTICLE 21 VACATIONS

21.1 Full-time maintenance mechanics accrue paid vacation as follows:

| <u>Length of Service</u> | <u>Accrual Rate</u> |
|---|---|
| 1 st through 3 rd year | (1 hour of vacation accrued per 21.7 hrs. paid) |
| 4 th through 6 th year | (1 hour of vacation accrued per 17.3 hrs. paid) |
| 7 th through 12 th year | (1 hour of vacation accrued per 13.0 hrs. paid) |
| 13 th year and after | (1 hour of vacation accrued per 10.4 hrs. paid) |

Accrual of vacation leave will be calculated on a maximum of 40 hours paid time per week.

21.2 Part-time maintenance mechanics accrue paid vacation as follows:

| <u>Length of Service</u> | <u>Accrual Rate</u> |
|---|--|
| 1 st through 3 rd year | (.5 hour of vacation accrued per 21.7 hrs. paid) |
| 4 th through 6 th year | (.5 hour of vacation accrued per 17.3 hrs. paid) |
| 7 th through 12 th year | (.5 hour of vacation accrued per 13.0 hrs. paid) |
| 13 th year and after | (.5 hour of vacation accrued per 10.4 hrs. paid) |

Accrual of vacation leave will be calculated on a maximum of 40 hours paid time per week.

21.3 Paid vacation accrual commences on each eligible Employee's employment anniversary date. Paid vacation may be accumulated to a maximum of one and one-half (1½) times the number of hours the Employee can accrue in one year. Vacation accruals in excess of the maximum will be lost. Loss of excess vacation will occur annually on the Employee's employment anniversary date.

21.4 Paid vacation requests must be submitted to the immediate supervisor in writing, signed by the staff member, as far in advance as possible. All requests require approval of the immediate supervisor and/or the department manager. In case of conflicts, first in time shall control and for requests made at the same time, seniority shall control. Specific requests may be refused or deferred if the Employee's absence would be to the detriment of programs or services. No paid vacation in excess of vacation hours accrued will be allowed.

21.5 Upon termination of employment, accumulated vacation will be paid at the Employee's current pay rate. Accrual of vacation benefits ceases at midnight on the last day the Employee works.

21.6 Paid vacation will be paid at regular straight time pay rates.

ARTICLE 22 FUNERAL LEAVE

22.1 Full-time maintenance mechanics will be granted paid time off, from accumulated sick leave, up to and not to exceed three

(3) days, to attend funerals of members of their immediate family. The amount of time granted shall be dependent on distance to be traveled, relationship to deceased and service arrangements. Immediate family includes the Employee's spouse, children, parents, spouse's parents, siblings, grandparents and grandchildren. Bereavement leave must be approved by the Employee's department manager and the Executive Director.

22.2 Part-time maintenance mechanics will be eligible for bereavement leave of up to three (3) scheduled work days per occurrence, with a maximum of five (5) days of paid bereavement leave per calendar year. The leave will be paid as bereavement leave, and will follow the conditions applicable to full time maintenance mechanics.

22.3 Additional time may be granted from accrued vacation or without pay, at the request of the Employee and in the discretion of the immediate supervisor and/or department manager and the Executive Director.

ARTICLE 23 JURY DUTY PAY

23.1 A full-time maintenance mechanic or part-time maintenance mechanic who is selected for jury duty will be paid their regular wages during the time they are serving on a jury or a jury panel. However, the amount of any jury fees received for jury duty (less mileage and expenses) during the regular hours of employment will be remitted to the Employer. Employees released from jury responsibility during the work day are expected to report to work promptly after their release.

ARTICLE 24 HEALTH INSURANCE

24.1 Employer will make available group health insurance coverage for eligible Employees and their dependents who timely pay their share of premiums. Eligible Employees shall include only those Employees who meet the eligibility requirements of the group health insurance plan and who are either: (1) full-time maintenance mechanics or (2) part-time maintenance mechanics who, at Employer's request, have worked for a continuous period of 60 days at or above 32 hours each week and who continue to work at or above 32 hours each week.

24.2 If elected, coverage for eligible full-time maintenance mechanics and their dependents will be effective on the first day of the month following sixty (60) days of continuous employment. If elected, coverage for part-time maintenance mechanics and their dependents who had regularly worked less than 32 hours per week will be effective the first day of the month following 60 calendar days of continuous employment at or above 32 hours per week, and conversely coverage will cease the last day of the month following any week in which the employee fails to work at or above 32 hours per week.

24.3 The amount of Employer's contribution to the premium for group health insurance, if any, will be determined annually by the Goodwill Board of Directors.

24.4 Employer retains the sole right and discretion to select and change the insurer(s) providing benefits and to select and change policies and terms of policies.

24.5 The parties agree that the Employer's only obligation is to pay such amounts as agreed to herein and that no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance provider.

24.6 Eligible employees can use pre-tax dollars to pay their share of health insurance premiums.

ARTICLE 25

401(k) PLAN

25.1 Employer will maintain a 401(k) Retirement Program through a designated retirement plan provider. Employer's contribution, if any, will be determined annually by the Goodwill Board of Directors and shall be consistent with the contributions for other staff.

25.2 Eligibility and benefits shall be defined by the terms of the plan documents.

25.3 Employer retains sole right and discretion to discontinue or change the terms of the program, Employer's contribution, and the firm(s) and or persons administering the program. Currently, the plan provides for payment of 4.0% of an eligible employee's bi-weekly gross pay with eligible employees defined as employees having worked a minimum of one year and a minimum of 1,000 hours

during that year or any subsequent year starting and ending on the employee's anniversary date, with contributions to commence on the first day of the month following eligibility. These current benefits and eligibility requirements are subject to change during the term of this Agreement at the Employer's discretion.

25.4 The parties agree that Employer's only obligation is to pay such amounts as agreed to herein and that no claim shall be made against the Employer as a result of a denial of benefits by an administrator or otherwise.

ARTICLE 26

GROUP LIFE INSURANCE

26.1 Employer will make available at its sole cost group life insurance coverage for eligible employees. Eligible employees shall include only those employees who meet the eligibility requirements of the group life insurance plan and who work an average of at least 20 hours per week.

26.2 If elected, coverage for eligible employees will be effective on the first day of the month following the date employment commences.

26.3 Limits of benefits shall be determined annually by the Goodwill Board of Directors. Currently, the limit of benefit is \$15,000, with that limit subject to change during the term of this Agreement at Employer's discretion. Employer retains sole right and discretion to select and change the insurer(s) providing benefits and to select and change policies and terms of policies. Employer will notify Union of any such change.

26.4 The parties agree that the Employer's only obligation is to pay such amounts as agreed to herein and that no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance provider.

ARTICLE 27
GROUP DISABILITY INCOME

27.1 Employer will make available at its sole cost group disability income coverage for eligible employees. Eligible employees shall include only those employees who meet the eligibility requirements of the group disability income plan and who are either: (1) full-time maintenance mechanics or (2) part-time maintenance mechanics who, at Employer's request, have worked for a continuous period of 60 days at or above 32 hours each week and who continue to work at or above 32 hours each week.

27.2 If elected, coverage for eligible regular full-time maintenance mechanics will be effective on the first day of the month following the date employment commences. If elected, coverage for part-time maintenance mechanics will be effective the first day of the month following 60 calendar days of continuous employment at or above 32 hours per week, and conversely coverage will cease the last day of the month following any week in which the employee fails to work at or above 32 hours per week.

27.3 Limits of benefits shall be determined annually by the Goodwill Board of Directors. Employer retains sole right and discretion to select and change the insurer(s) providing benefits and to select and change policies and terms of policies.

27.4 The parties agree that the Employer's only obligation is to pay such amounts as agreed to herein and that no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance provider.

ARTICLE 28
DISCIPLINE AND DISCHARGE

28.1 During the probationary period for a new Employee, Employer may discipline or discharge the Employee for any reason without regard to whether just cause exists and the Employee shall not have recourse to the grievance procedure contained in this Agreement.

28.2 No Employee who has completed the probationary period shall be disciplined or discharged without just cause.

28.3 Employer will generally abide by principles of progressive discipline with the appropriate level of discipline to be

determined by the Employer. Employer may impose discipline in forms including, but not limited to, an oral warning, a written warning, suspension or termination, although Employer is not required to utilize all or any of them, or to utilize them in any required order, except that for instances other than serious misconduct, Employer shall provide one warning prior to discharge. All discipline shall be in writing, stating the reason for discipline, suspension or discharge with a copy to the Union.

28.4 In cases of serious misconduct, Employer may bypass one or more steps of progressive discipline and shall not be required to provide a warning prior to discipline, including discharge. Serious misconduct shall include, but not be limited to:

- a. Job related dishonesty.
- b. Falsifying job applications.
- c. Harassment of a member of a protected class including, but not limited to racial intolerance and sexual harassment.
- d. Use, possession or sale of illegal drugs, (including, but not limited to, non-prescribed prescription drugs) or alcohol on the premises.
- e. Falsification of records.
- f. Theft.
- g. Violence.
- h. Gross insubordination.
- i. Use or possession of a weapon on the premises.

ARTICLE 29 GRIEVANCE AND ARBITRATION

29.1 Any grievance or dispute which may arise between the parties concerning the application or interpretation of this Agreement shall be settled in accordance with the four-step procedure set forth below. However, a supervisor may meet individually with any Employee in order to discuss matters pertaining to that Employee's performance of duties. Such discussions shall not be considered a Step One grievance meeting.

Step One: The affected Employee, either individually or with a Union representative, shall discuss the matter with the Employee's immediate supervisor. The supervisor shall decide the matter within three working days.

Step Two: If the grievance is not resolved at Step One, the grievance shall be reduced to writing by the grievant or the Union on an official grievance form and filed with the Human Resources Director or his or her authorized representative. Within twenty (20) days of receipt of the grievance, a meeting to consider the grievance shall be held among the Human Resources Director or his or her authorized representative, the Union, and the grievant. Within seven (7) days after the meeting, the Employer shall give a written reply to the Union and the grievant.

Step Three: If Steps One and Two fail to settle the grievance, the parties shall participate in mediation utilizing the services of the Federal Mediation and Conciliation Services, with the Union to be represented at the mediation by either its Business Representative or its International Business Representative.

Step Four: If Steps One, Two and Three fail to settle the grievance, the parties shall submit the grievance to an arbitrator for resolution. Any demand for arbitration shall be in writing and submitted to the other party within twenty (20) days following completion of Step Three mediation. The parties shall request from the Federal Mediation and Conciliation Service a list of the names of seven (7) potential arbitrators. The arbitrator shall be selected by the Employer and the Union alternately striking names from the list until only one (1) name remains. A coin toss shall determine who strikes first. The arbitrator's fees and expenses and the cost of any hearing room jointly selected shall be shared equally by the parties. The arbitrator's decision shall be rendered within forty-five (45) days after the hearing of the dispute, unless extended by mutual agreement. The award of the arbitrator shall be final and binding upon the Employer, the Union, the grievant and all other Employees. The arbitrator shall 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 in accordance with the language of this Agreement and any written interpretations of this Agreement signed by the parties. The arbitrator shall have no power to add to, subtract from, or modify in any way of the provisions of this Agreement.

29.2 No grievance, other than wage claims, shall be filed or processed if based on an event occurring more than twenty (20) days before the written Step Two grievance was filed. A written Step Two grievance based on a wage claim shall be filed within twenty (20) days of the receipt of the pay check reflecting the

complaint. A grievance shall be considered resolved on the basis of the last answer of the Employer if not timely appealed to the next step. Failure by the Employer to issue a decision within the time periods provided herein, shall constitute a denial of the grievance and the Employee may appeal it to the next level within the time periods applicable to such an appeal using the date of the Employer's decision was due as the decision date. Saturdays, Sundays and holidays shall be excluded from the computation of time limitations under this article. Deadlines in this article may be extended by written agreement of the parties.

29.3 The International Representative and/or Business Representative of the Union or his duly authorized representative may participate in Step Two and above of the grievance procedure.

29.4 The Union may identify one Steward and shall supply the Employer in writing with the name of the Steward and any replacement of the original steward.

ARTICLE 30 DRUG AND ALCOHOL POLICY AND TESTING

30.1 No Employee shall use, sell, solicit, possess, or transfer 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 drugs or alcohol, wherever such work is being performed, including off Employer property. No Employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer's business, while using or under the influence of drugs or alcohol. The Employer may conduct drug and alcohol testing of employees.

ARTICLE 31 HANDGUNS AND FIREARMS

31.1 No Employee shall use or possess a handgun or firearm while on duty, while on Employer property, while in an Employer vehicle, or while in a personal vehicle while used in furtherance of the Employer's business.

ARTICLE 32 RESIGNATIONS

32.1 An Employee voluntarily terminating employment shall give the Employer at least two (2) weeks' advance written notice of

such termination. The Employer shall have the discretion to permit or deny the use of scheduled vacation during the notice period.

ARTICLE 33 JOB POSTINGS

33.1 All full time maintenance mechanic job openings will be posted for a minimum of five (5) calendar days.

ARTICLE 34 REIMBURSEMENTS

34.1 Safety Shoes. As the use of safety shoes by maintenance mechanics is required, Employer will provide a safety shoe allowance to offset the cost of these shoes for full-time and part-time maintenance mechanics. This safety shoe allowance is available for purchasing safety shoes at time of hire or for replacing safety shoes once every 24 months. All safety footwear must meet safety standard ANSI Z41 PT99. Safety footwear meeting this standard will be mandatory for full-time and part-time maintenance mechanics AT ALL TIMES. Maintenance mechanics not properly outfitted will not be permitted to work. Maintenance mechanics wanting to purchase safety shoes must complete the Safety Footwear Authorization form available from the Financial Manager. Maintenance mechanics may purchase safety shoes and receive reimbursement of up to \$150 for qualifying shoes, or may use the agency's established vendor, with pre-approval, and charge their safety shoe purchase of up to \$150 to Employer. If the maintenance mechanic selects footwear costing more than \$150, he/she will be responsible for the excess.

34.2 Cell Phone Reimbursement. Maintenance mechanics who regularly use their personal cell phones for required work-related communication, will receive partial reimbursement of the cost of cell phone service. Maintenance mechanics should request partial reimbursement through the Maintenance/Transportation Manager. The reimbursement will be included on the first paycheck received each month. The amount of reimbursement will be consistent with reimbursement available to other Employer staff.

34.3 Work-related Mileage Reimbursement. Maintenance mechanics will receive mileage reimbursement for authorized work-related travel using their personal vehicles. This does not include travel to and from work for regularly scheduled work hours. Requests for reimbursement must be listed on the agency's Expense

Form, and submitted to the Maintenance/Transportation Manager. The amount of reimbursement will be consistent with reimbursement available to other Employer staff.

34.4 401(K) Discretionary Bonus. Each year, the Employer Board of Directors will determine the amount, if any, of an additional discretionary contribution to the 401(K) plans of eligible staff employed on the last day of the plan year, June 30. The base for calculating each employee's discretionary contribution will be 401(K)-eligible wages paid to the employee during the plan year. The amount of the discretionary contribution, if any, will be determined on Employer's financial outcome for the plan year.

ARTICLE 35 ENTIRE AGREEMENT

35.1 This Agreement is in full and final settlement of all issues or collective bargaining and constitutes the sole and entire agreement between the parties. The terms of this Agreement may be supplemented, amended or waived only by the mutual agreement in writing executed by the parties hereto.

35.2 The parties hereto agree that this Collective Bargaining Agreement concludes and precludes bargaining for the term thereof on any and all issues or matters subject to bargaining except as otherwise specifically provided herein.

ARTICLE 36 TERM

36.1 This Agreement shall be in full force and effect from February 1, 2018 through January 31, 2020 and shall continue in full force and effect from year to year thereafter unless written notice to change, modify or terminate this Agreement is served by either party upon the other by certified mail at least sixty (60) days prior to the date of expiration. Either party has the option to request bargaining begin prior to such time.

IN WITNESS WHEREOF we have set our hands and seals this 2nd day
of APRIL, 2018.

GOODWILL INDUSTRIES
VOCATIONAL ENTERPRISES, INC.

By: Marcus R. Vogt

Its: President and CEO

TEAMSTERS GENERAL LOCAL UNION NO.
346

By: Roderick Alstead
Roderick Alstead
Secretary-Treasurer

By: Zak Radzak
Zak Radzak
President

LETTER OF UNDERSTANDING

Goodwill Industries Vocational Enterprises, Inc. ("Employer") and Teamster General Local Union No. 346 ("Union") agree as follows:

The base wage for Maintenance Mechanic I, Steve Putnam, is currently \$17.19 per hour, and shall increase to \$17.62 as of 2/1/18; increase to \$18.06 as of 2/1/19.

The base wage for Maintenance Mechanic II, Sam Scott, is currently \$17.19 per hour, and shall increase to \$17.62 as of 2/1/18; increase to \$18.06 as of 2/1/19.

Dated: 4/9, 2018.

**GOODWILL INDUSTRIES VOCATIONAL
ENTERPRISES, INC.**


By: _____ Executive Director

Dated: 04-02, 2018

**TEAMSTERS GENERAL LOCAL
UNION NO. 346**


By: _____

LETTER OF UNDERSTANDING

Goodwill Industries Vocational Enterprises, Inc. ("Employer") and Teamsters General Local Union No. 346 ("Union"), effective February 1, 2018, agree:

1. In addition to the health insurance coverage requirements contained in Article 24 of their Agreement for the period of February 1, 2018 through January 31, 2020, Employer may extend or continue eligibility for group health coverage to any employees (and for any period) necessary to maintain ongoing compliance with any coverage requirements of the ACA that may now or in the future exist.
2. Employer may revise its group disability income eligibility requirements for part-time maintenance mechanics as set forth in Article 27 of the Agreement by increasing all references to "32 hours" in Sections 27.1 and 27.2 up to but not more than "35 hours."

Dated: 02/09/2018

Goodwill Industries Vocational Enterprises, Inc.

By: Marlene R. Vogt

Its: President and CEO

Dated: APRIL 2, 2018

Teamsters General Local Union No. 346

By: Rubén Arce

Its: SECRETARY - TREASURER

**Snow Removal Standards for
Goodwill Industries Vocational Enterprises, Inc.
700 Garfield Avenue Duluth, MN 55802**

Scope of Work

The employee shall perform the following services at the Goodwill facility by request, and as – needed:

- Plow the retail lot, trailer yard, loading docks and fifteen (15) foot strip next to loading dock and the DTA bus stop on Garfield Avenue.
- At this time all salting is done outside of snowplowing duties.

Provisions of Snow Removal

1. Employee will provide services on an as-needed basis.
2. Snow plowing will take place if the accumulation of snow is at least two (2) inches.
3. Employee agrees to target completion of onsite snow plowing thirty (30) minutes prior to workers using Goodwill Industries Vocational Enterprises, Inc. parking lot.
 - Prior to 7:00 a.m. Monday through Friday
 - Prior to 8:30am Saturday and Sunday
4. Time to complete snowplowing is condition dependent but as a general guideline between two and eight inches equals 4 hours of plow time and snow exceeding eight inches equals 6 hours of plow time. In the event the removal in the p.m. may run longer than the standard, the employee shall call his supervisor and obtain authorization before performing snow plowing services longer than the standard.
5. Employee shall notify their manager when snow plowing is occurring outside of normal scheduled working hours. If plowing occurs outside of normal scheduled working hours the employee's manager reserves the right to adjust the employee's hours at the end of the week to minimize or avoid overtime.
6. For safety reasons, snow plows will not approach any closer than two (2) feet from buildings, vehicles or garage doors. If vehicles or other obstacles impede snow removal operations, the employee will remove the snow around them to the best of their ability.
7. All work will be performed diligently and in a safe and timely manner.
8. If there should be a time when no mechanics are available for snow plowing, Goodwill reserves the right to use an outside vendor or another employee of Goodwill to accomplish the snow removal.



GOODWILL INDUSTRIES

Vocational Enterprises, Inc.

700 Garfield Avenue - Duluth, MN 55802 Email:

powerofwork@goodwillduluth.org

Phone (218) 722-6351 FAX (218) 722-8108

Maintenance Mechanic I

KIND OF WORK:

The Maintenance Mechanic is primarily responsible for the day-to-day maintenance and repair of the agency's HVAC, electrical, security and general building systems at all owned locations, and as requested, at leased locations. He/she will work with the Maintenance Mechanic II on routine equipment issues (see #1 & 2 Joint Job Functions) and on the maintenance and repair of agency vehicles, semi-trailers and lawn care equipment, as needed.

DISTINGUISHING FEATURES OF WORK:

1. Conducting weekly physical inspections of major equipment and building systems. Initiating any corrective action required; maintaining appropriate records. Conducting quarterly and annual inspections on specific equipment/systems as required.
2. Maintaining heating and air conditioning units in accordance with diagram sketches, operation manuals and manufacturer's specifications.
3. Perform routine electrical work in agency buildings.
4. Maintaining the facility's security system, including monitoring security system logs. Informing supervisor of any concerns.
5. Perform daily lock-up of Garfield facility; safety check forklifts, compactor, washer, dryer, etc.; turn off required lights; ensure exterior doors are secured; set alarm.
6. Implementing routine changes or repairs to facility walls, doors, windows, floors and other structural components, as well as small construction needs for outlying stores.
7. Maintaining lighting at all owned locations to meet the needs of personnel and provide for a safe working environment, while controlling costs.
8. Maintaining an ongoing review of utility usage at all locations, reviewing related operational policies and making recommendations for procedural or equipment changes.

ILLUSTRATIVE EXAMPLES OF WORK:

1. Participate in staff, departmental, in-service or other meetings as may be requested.
2. Accept other duties and responsibilities that may from time-to-time be assigned.
3. Follow and enforce procedures and policies established for safety, quality control, material and equipment management, housekeeping, etc. Maintains the overall cleanliness, orderliness and safety of the maintenance office and tool storage area.
4. Participates in in-service training, seminars, committee assignments and in other meetings as may be desirable for personal, departmental or agency growth.

REQUIREMENTS OF WORK:

1. Repairing and maintaining machinery and mechanical equipment such as engines, motors, conveyor systems and production equipment using hand tools, power tools, measuring aids, welding equipment and testing instruments.
2. Installing, repairing and maintaining plumbing fixtures, such as sinks, commodes, and water heaters. Replace washers in leaky faucets, mend broken pipes and open clogged drains.
3. Securing, after approval, an adequate inventory of necessary maintenance tools and supplies. Control the distribution of such tools and supplies to assure their proper utilization.
4. Maintaining a system of chronologically ordered maintenance requests and action taken.
5. Assist in timely removal of snow at Garfield locations.

MINIMUM QUALIFICATIONS FOR WORK:

- A. High school diploma or equivalent.
- B. Two years' job related training, or four years' combined related work experience in electrical, plumbing, carpentry, or heating/air conditioning maintenance.
- A. Knowledge of industrial safety/OSHA requirements as provided by Employer.
- B. Knowledge of tools and equipment and proper use of each.
- C. Capable of "heavy work".
- D. Valid driver's license and acceptable driving record.
- E. Basic computer knowledge.

WORK ENVIRONMENT:

These work environment factors are general in nature and may vary depending on the specific position being filled. CONSTANT: Sit and near vision. FREQUENT: Bend neck; talk/speak; sit and visual accommodation. OCCASIONAL: Life and carry up to 10 pounds; rotate neck, static neck position; walk; hear within 5 feet and midrange vision.

REV: 10/16

NON-EXEMPT



GOODWILL INDUSTRIES

Vocational Enterprises, Inc.

700 Garfield Avenue - Duluth, MN 55802 Email:

powerofwork@goodwillduluth.org

Phone (218) 722-6351 FAX (218) 722-8108

Maintenance Mechanic II

KIND OF WORK:

The Maintenance Mechanic II is primarily responsible for the day-to-day maintenance and repair of all agency vehicles, semi-trailers and lawn care equipment. He/she will work with the Maintenance Mechanic I on routine equipment issues (see #1 & 2 Joint Job Functions) and on the maintenance and repair of electrical, plumbing, heating/air conditioning, and other building systems, as requested.

DISTINGUISHING FEATURES OF WORK:

1. Developing and maintaining a systematic maintenance schedule for all vehicles, semi-trailers and lawn care equipment. Obtain prior written approval for any costs incurred.
2. Maintaining ongoing contact with the Transportation Manager regarding vehicle maintenance needs. Coordinate scheduling of vehicle maintenance with the Transportation Manager to minimize disruption to transportation operations.
3. Inspecting and maintaining above assets according to the established maintenance schedule, using outside service as authorized.
4. Maintaining records of maintenance performed on all above equipment in compliance with regulatory standards.
5. Continue to remain knowledgeable of the requirements for, and ensure that, the vehicle maintenance program is in full compliance with all federal and state DOT regulations for maintenance and participate in recordkeeping and with CARF standards.
6. Scheduling and securing timely vehicle and trailer inspections as required by DOT. Ensuring timely installation of all vehicle license plates.

ILLUSTRATIVE EXAMPLES OF WORK:

1. Participate in staff, departmental, in-service or other meetings as may be requested.
2. Accept other duties and responsibilities that may from time-to-time be assigned.
3. Follows and enforces procedures and policies established for safety, quality control, material and equipment management, housekeeping, etc. Maintains the overall cleanliness, orderliness and safety of the garage and adjacent outside areas in accordance with OSHA standards/guidelines as provided by Employer.

4. Participates in in-service training, seminars, committee assignments and in other meetings as may be desirable for personal, departmental or agency growth.
5. Drive a Goodwill driver's route only when mutually agreed upon by the mechanic and Goodwill management.

REQUIREMENTS OF WORK:

1. Repair and maintain machinery and mechanical equipment such as engines, motors, conveyor systems and production equipment using hand tools, power tools, measuring aids, welding equipment and testing instruments.
2. Install, repair and maintain plumbing fixtures, such as sinks, commodes, and water heaters. Replace washers in leaky faucets, mend broken pipes and open clogged drains.
3. Secure, after approval, an adequate inventory of necessary maintenance tools and supplies. Control the distribution of such tools and supplies to assure their proper utilization.
4. Maintain a system of chronologically ordered maintenance requests and action taken.
5. Assists with timely removal of snow at Garfield locations, as requested.

MINIMUM QUALIFICATIONS FOR WORK:

- A. High school diploma or equivalent.
- B. Two years' training or four years' directly related experience in maintenance of medium duty diesel trucks and non-commercial vehicles.
- C. Training or experience in welding and hydraulics beneficial.
- D. Training or experience in mechanical maintenance beneficial.
- E. Must have or be able to obtain a Class A CDL.
- F. Knowledge of industrial safety/OSHA requirements as provided by Employer.
- G. Knowledge of tools and equipment and proper use of each.
- H. Capable of "heavy work".
- I. Valid driver's license and acceptable driving record.
- E. Basic computer knowledge.

WORK ENVIRONMENT:

These work environment factors are general in nature and may vary depending on the specific position being filled. CONSTANT: Sit and near vision. FREQUENT: Bend neck; talk/speak; sit and visual accommodation. OCCASIONAL: Life and carry up to 10 pounds; rotate neck, static neck position; walk; hear within 5 feet and midrange vision.