

**Collective Bargaining Agreement**

**between**

**HSI – Crisis Connection, LLC**

**and**

**AFSCME Council 5, Local 3481**

**8/19/14 through 8/30/16**

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between  
HSI – Crisis Connection, LLC  
and  
AFSCME Council 5, Local 3481**

**Preamble**

HSI – Crisis Connection, LLC, hereinafter referred to as the “Employer,” through its duly authorized representatives, and The American Federation of State, County and Municipal Employees Council 5, Local 3481, hereinafter referred to as the “Union,” representing the employees covered by this agreement, hereby enter into this Agreement.

**Article 1: Recognition**

All full-time and regular part-time Crisis Line Counselors and Crisis Line Counselors / Volunteer Supervisors employed by HSI-Crisis Connection, LLC, at the Employer’s facility located at 1550 East 78th Street, Richfield, MN; excluding Texting Coordinator / Crisis Line Counselors, Crisis Line Clinician / Volunteer Supervisors, Clinical and Volunteer / Community Training Coordinator, the Canvas Health Chemical Use Assessor / Gambling Specialist, Administrative Specialists, office clerical employees, maintenance employees, non-professional employees, volunteer telephone counselors, employees of New Generations, LLC, employees of other Canvas Health programs, confidential employees, managerial employees, guards, and supervisors, as defined by the Act, and all other employees.

**Article 2: New Job Classification**

- (A) In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job classification not specified in Article 1 above, the issue shall be submitted to the National Labor Relations Board for determination.

**Article 3: Transaction Affecting Ownership**

- (A) In the event that the Employer enters into negotiations with another organization regarding a possible transaction that would change the “ownership” of the Employer, the Employer will provide the other organization with a copy of this Agreement. In the event that such a transaction occurs, the Employer will provide the Union with notice and opportunity to bargain over the effects of the transaction on the members of the bargaining unit.

**Article 4: Union Security**

- (A) **Union Membership.** It shall be a condition of employment that all employees of the Employer covered by this Agreement shall either become and remain members of the Union or pay to the Union each month a service charge to be determined by the Union as a contribution toward the administration of this Agreement. The Employer will honor the

signed authorization of probationary employees with thirty or more days of probationary employment.

- (B) **Check-off.** The Employer shall, upon written authorization of a member of the bargaining unit, deduct the duly authorized union dues or fees as certified by the Union from employees' pay and remit the deducted amounts to the Union.
- (C) **Remittance.** Payroll deductions shall be made monthly, twice per month, or every pay period from the salary of the employees and said Union dues shall be remitted to the Union within fifteen (15) days.
- (D) **Information to the Union.** The Employer shall provide the Union with the name, address, telephone number, job classification, wage, schedule and hiring date of any new employee hired and, further, the Employer shall provide the Union with the name of any employee covered by this Agreement who terminates employment. The Union shall further provide the information listed above to the Union upon request.
- (E) **Indemnification and Hold Harmless.** The Union shall indemnify and hold the Employer harmless against any and all suits, claims, demands and/or liabilities – including all legal fees – that may arise out of or by reason of any action taken by the Employer for purposes of complying with this Article.

#### **Article 5: Union Interests**

- (A) An employee is entitled to have a union steward present during an investigatory interview that the employee reasonably believes may result in disciplinary action, if the employee makes the request.
- (B) **Union Stewards.** Upon the execution of this Agreement, and immediately upon any change, the field representative for the Union shall provide the Employer with written notice as to the identity of the union stewards. Union stewards are not permitted to perform union business during working time except as follows. A union steward who is on-duty shall not be required to subtract from their compensated hours time spent serving as a Weingarten representative or attending a Step 2 grievance meeting scheduled with and jointly attended by management. It is the responsibility of the union steward to communicate and cooperate with the supervisor/manager in these instances.
- (C) **Union Representative Access.** The non-employee representative for the Union shall have access to an area designated by the Employer to investigate a pending written grievance (provided that arrangements are made in advance), to attend a grievance meeting with management, or to attend other meetings or events with the advance approval of management. The representative for the Union and its members shall not engage in any activity that may be disruptive, or that may otherwise be inconsistent with proper decorum in light of the activities undertaken by the Employer at its premises.
- (D) **Bulletin Board.** A bulletin board will be made available to the Union for the purpose of posting official notices of upcoming union meetings, and to provide the contact information for the Union. The Union shall not include as part of these only-permissible notices any

message or material that is derogatory of the Employer. The Employer has the right to remove posted materials that are impermissible under this section.

- (E) **Union Leave.** An employee may request a union leave to attend Union conferences, conventions, meetings, training or work with the Union. Any request for union leave shall be presented to the Employer in the same manner as a request for Paid Time Off, unless otherwise approved by the Employer. Such requests for union leave shall be granted at the sole discretion of the Employer. The Employer shall not be responsible for any employee's wages during union leave.

#### **Article 6: No Discrimination**

- (A) There shall be no discrimination on the part of the Employer or the Union in favor or against any employee because of that employee's membership or non-membership in the Union, or because the employee serves as an officer, union steward, or in another capacity on behalf of the Union or the Employer. Neither the Union nor the Employer will discriminate against any member of the bargaining unit on the basis of race, color, creed, sex, national origin, age, religion, marital status, or other legally-protected status.

#### **Article 7: Strikes and Work Stoppages**

There shall be no strikes, sympathy strikes, slow downs, picketing, or bannering during the term of this Agreement. There shall be no lockout during the term of this Agreement. The prohibition against all of these activities shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance provisions of Article 28 of this Agreement.

#### **Article 8: Management Rights**

The management of the Employer and the direction of the working forces shall be vested solely and exclusively with the Employer, except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed; to determine the number of employees to be employed and the work which they are to perform; to maintain and improve efficiency; to discipline or discharge employees; to assign or transfer employees to other locations; to assign and delegate work; to require observance of Employer rules, regulations, retirement and other policies; to schedule when work will be performed and to determine the number of hours to be worked; to enter into contracts for the furnishing and purchasing of supplies and services; to determine the methods by which services are to be performed and the equipment to be utilized in furnishing such service and to change, modify or discontinue existing methods of furnishing service and use of equipment. The Employer shall be the sole judge of all matters pertaining to the conduct of its business, and in this connection, shall have the absolute right to subcontract or outsource, either temporarily or permanently, any work normally performed by bargaining unit employees or to discontinue, either temporarily or permanently, some or all of the Employer's operations, to transfer operations, and to establish or change the method of providing services to the Employer's clients/customers.

#### **Article 9: Probationary Period**

- (A) **Probationary Period.** Newly hired or rehired employees shall be subject to a one hundred eighty (180) days probationary period. Any absences of longer than two consecutive weeks

in duration are not counted as part of the probationary period, meaning that the probationary period shall automatically be extended by the length of any such absence. During the probationary period, the Employer may terminate the employment of such employee for any reason, and such action shall not be subject to the grievance procedure. A thirty (30) day extension shall be granted upon written notice from the Employer to the Union before the expiration of the probationary period.

#### **Article 10: Staff Development**

- (A) Employees may participate in the Employer's staff development program as it may exist from time to time on the same basis as the Employer's non-contract employees.

#### **Article 11: Scheduling**

- (A) The Employer shall determine and post the schedules for the employees covered by this Agreement.

- (B) The Employer shall have the right to require that float staff work overnight shifts with a minimum required frequency and/or pattern as a condition of employment. In the event that a float staff member does not meet the specified requirement(s), the Employer may terminate the employee from employment. Provided that the Employer had advised the float staff of the specified requirement(s), it shall have the right to terminate the employee for failing to meet the requirement(s); no additional factors or steps are required; and such termination shall not constitute a breach of this Agreement. Before terminating an employee who had a history, up to that point, of meeting the specified requirement(s), the Employer will take into account any mitigating circumstances that are presented.

- (C) **On-Call.**

1. The Employer may schedule or assign staff to be on-call (Emergency on Call (EOC)).
2. The Employer may require the EOC to fill or find coverage for open shifts during that individual's EOC period.
3. Non-exempt employees who are scheduled or assigned to be on-call shall be paid at \$2.50 per hour for the on-call hours. Full-time exempt employees will receive four (4) hours of administrative time credit for each 24-hours of serving on-call.
4. The Employer will in good faith attempt to schedule a given full-time employee (for whom serving as EOC is required as part of their position or schedule) to be EOC the same day each week. Absent extenuating circumstances, the Employer will not change an individual date for which that full-time employee is scheduled or assigned to be EOC, or that full-time employee's recurring EOC day of the week, with less than 14 days' notice.
5. Nothing in this Article shall be interpreted to preclude the Employer from scheduling or assigning a full-time employee (for whom serving as EOC is required as part of their position or schedule) to be EOC on more than one day in a week. However,

prior to mandating this for particular, additional days (on top of their normally-scheduled EOC day), the Employer will first seek qualified volunteers.

6. Section 13(c)-4 and Section 13(c)-5 only apply to full-time employees for whom serving as EOC staff is a required part of their position or schedule. Nothing in this Article shall be interpreted to limit the Employer's ability with regard to scheduling and/or assigning non-full-time employees to be EOC. Nothing in this Article shall be interpreted to mean that a given full-time employee must be required to serve as EOC on a regular basis as part of their position or schedule. However, nothing in this Article shall be interpreted to prohibit the Employer from scheduling and/or assigning such full-time employees (*i.e.*, those for whom serving as EOC is *not* required as part of their position or schedule) to be EOC on a mandatory basis on a fill-in or ad hoc basis to provide coverage.
- (D) Absent extenuating circumstances, the Employer will not change an employee's scheduled days of work with less than 14 days' notice. This does not apply to a situation in which an employee is held-over past the conclusion of the employee's shift, or where the employee is required to come-in earlier than their scheduled start time.
  - (E) **Break periods.** Each non-exempt employee scheduled to work a shift of six (6) continuous hours or more will receive a one-half hour unpaid meal break.

#### **Article 12: Seniority, Layoff and Recall**

- (A) **Definitions.** "Seniority" for purposes of this Article is defined as the employee's number of compensated hours with the Employer after the employee's most recent date of hire with the Employer. In the event that two employees have precisely the same number of compensated hours, the relative seniority amongst those employees shall be in order of their length of service with the independent, former Crisis Connection leading up to the corporate transition.
- (B) There shall be one seniority list for each classification identified in Article 1 of this Agreement.
- (C) Employees who move to a position on a different seniority list will accrue compensated hours from the date of transfer to their new job classification.
- (D) For full-time employees, compensated hours shall be calculated on a pro rata basis, with one year equaling 2080 compensated hours.
- (E) **Seniority Lists.** Within thirty (30) calendar days following the execution of this Agreement, the Employer shall prepare and post the seniority lists. The seniority lists shall thereafter be updated semi-annually on or about January 1 and July 1, or upon request from the Union. Any dispute concerning the proper placement of an individual on the seniority list shall be resolved by the grievance procedure. Such disputes must be raised within seven (7) calendar days of the posting of the seniority list.
- (F) **Layoff and Recall.** A layoff shall be defined as the elimination of an employee's position. In conducting a layoff, the Employer will determine the number of positions within each seniority list to be eliminated.

Layoffs will occur using the applicable seniority list. The junior employee identified on the applicable seniority list shall be laid-off first, and this process will continue up the applicable seniority list until the decided-upon layoffs have occurred.

An employee shall only be eligible for recall to a position on the same seniority list from which the employee was laid-off. Recall shall be in the order of seniority on the seniority list from which the employee was laid-off.

Laid-off employees shall have recall rights (to the extent set forth above) for positions on the applicable seniority list for a period of six (6) months.

(G) **Termination of Seniority.** An employee's seniority, and all rights incidental to seniority, shall terminate if the employee:

1. Quit or resigned;
2. Has been discharged for just cause, or has separated from employment in conformity with this Agreement;
3. Retired;
4. Has failed to report to work as scheduled, following a leave of absence or an approved absence from work;
5. Has failed to immediately report for work upon being recalled from layoff; or
6. Has been on layoff for a period of six (6) months;
7. Has been unable to perform any work due to a medical condition or work related injury for a period of one year.

(H) **No Seniority Rights During Probation.** Employees shall have no seniority rights during their initial probationary period. Upon successful completion of the probationary period, employees will be credited with compensated hours from their date of hire.

(I) An employee who is about to be affected by a layoff, or an employee currently on layoff (for less than six months), may apply for an open position in another job classification covered by this Agreement, in which case the terms of Article 13(B) of this Agreement shall apply.

### **Article 13: Filling Permanent Positions**

(A) **Posting Permanent Positions.** When the Employer determines to permanently fill a position, it shall post a notice of the opening for a minimum of seven (7) calendar days. It is understood that the union steward may forward a copy of the job posting to the union office.

(B) **Filling Permanent Positions.** If the Employer determines to fill a permanent position that has been posted, it shall fill the position in accordance with the terms of this section.



1. If there are one or more applicants who already occupy a position on the seniority list for the posted position, the position will be offered to the most senior applicant amongst those applicants currently holding positions on that seniority list.
  2. If there is no applicant who already occupies a position on the seniority list for the posted position, the Employer shall have the sole discretion to select the candidate to fill the position, and this may be an external applicant.
- (C) No employee shall be eligible to bid on a posted position until the employee has worked in the employee's existing position for a minimum of six (6) months. The limitation described in the preceding sentence shall not apply if the Employer waives the employee's non-eligibility.
- (D) The posting and selection procedure set forth in this Article shall only apply to the initial permanent position that the Employer is filling, and up to two sequential, resultant permanent openings that the Employer chooses to fill.

#### **Article 14: Safety**

- (A) The Employer may select and will provide employees with the opportunity to use the services of an Employee Assistance Program (EAP), as may be amended from time-to-time by the Employer.
- (B) The Canvas Health Safety Committee will contain one slot for an employee of Crisis Connection. If the Crisis Connection employee on the Safety Committee is not a member of the bargaining unit, the Employer will offer a means for members of the bargaining unit to provide that individual with feedback and input with regard to safety-related issues.

#### **Article 15: Compensation**

- (A) Crisis Line Counselors / Volunteer Supervisors shall be considered exempt employees who are exempt from the payment of overtime. Such employees shall be paid on a salary basis. Any extra pay that is paid to Crisis Line Counselors / Volunteer Supervisors pursuant to this Agreement shall be considered additional compensation authorized by 29 CFR §541.604, and is above their base salary.
- (B) Crisis Line Counselors shall be paid one and one-half (1½) times their straight time hourly wage rate for all hours worked in excess of forty (40) hours in the workweek. Only hours actually worked shall be counted towards hours worked for purposes of calculating overtime pay. PTO hours used, floating holiday hours used, and/or any and all other forms of paid leave shall not count as hours worked for purposes of calculating overtime.
- (C) **Minimum Pay.** The Employer will pay bargaining unit employees consistent with the following:
- 1) The minimum wage rate for employees in the classification Crisis Line Counselor shall be \$15.00 per hour.

- 2) The minimum base salary for full-time employees in the classification Crisis Line Counselor / Volunteer Supervisor shall be \$655.88 per week (or \$34,106 per annum). The minimum base salary for exempt Crisis Line Counselors / Volunteer Supervisors who are less than full-time shall be calculated by multiplying the established percentage of their authorized full-time equivalency times the minimum base salary set forth in the previous sentence for a full-time Crisis Line Counselor / Volunteer Supervisor. (For example, a 0.7 FTE Crisis Line Counselor / Volunteer Supervisor will be paid a minimum salary of 70% of the full-time minimum salary identified immediately above.)

Nothing in this Agreement shall be construed to mean that the Employer must run payroll and pay employees on a weekly basis.

The Employer may if it so desires pay a higher wage rate or salary than the minimums set forth in this Section.

(D) *Compensation increases.*

- 1) This subsection shall only apply to employees whose most recent date of hire with the Employer was on or before December 31, 2013. Each such employee who is covered by the collective bargaining agreement shall receive a 1.00% (one percent) increase in the employee's straight time hourly wage rate, or in their base salary in the case of exempt employees, effective on the first day of the first full pay period on or after the date that this collective bargaining agreement is ratified.
- 2) This subsection shall only apply to employees whose most recent date of hire with the Employer was on or after January 1, 2014. Each such employee who is covered by the collective bargaining agreement shall receive a 1.00% (one percent) increase in the employee's straight time hourly wage rate, or in their base salary in the case of exempt employees, effective on the first day of the first full pay period on or after January 1, 2015.

- (E) This subsection shall apply only to employees whose most recent date of hire with the Employer was prior to January 1, 2014. Such an employee shall receive a lump-sum payment in accordance with the following table and subject to the conditions described below the table.

<i>Column #1 FTE Status as of Date of Ratification</i>	<i>Column #2 Lump-Sum Payment Amount</i>
0.51 FTE or above	\$150
0.50 FTE or below	\$75

Provided that such an employee with the FTE status as set forth in Column #1 is actually employed by the Employer on the ratification date, such employee shall receive the applicable Lump-Sum Payment Amount set forth in Column #2, less applicable withholding for federal, state, and FICA tax purposes, and less other applicable withholding required by federal, state, or local law and/or by court order.

- (F) There shall be no duplication or pyramiding of rates of pay in any situation, whether it involves overtime, any other form of premium pay, or any combination of overtime and any other form of premium pay.
- (G) **Shift Differential.** The Employer shall pay a shift differential of fifty cents (\$0.50) per hour for all hours worked by a bargaining unit employee from 9:00 p.m. through 4:59 a.m.
- (H) **Payroll Errors.** A payroll error will be corrected promptly, if the Employer has made the error.

#### **Article 16: Holidays**

- (A) Full-time active employees will accrue 8.0 floating holiday hours on the first day of each month, January 1 through October 1 (up to a maximum of 80 floating holiday hours for the year). In order to accrue the floating holiday hours, the employee must be employed and active on the first calendar day of the respective month.
- (B) Reduced-time active employees who are classified at 0.6 FTE or above will accrue floating holiday hours based on the established percentage of their authorized FTE status on the first day of each month, January 1 through October 1. In order to accrue the floating holiday hours, the employee must be employed and active on the first calendar day of the respective month.
- (C) No employee will accrue floating holiday hours on November 1 or December 1.
- (D) An active employee who was hired, or who changed FTE status, during the year will accrue (or not accrue) floating holiday hours on the first day of a particular month depending upon the date and employee's FTE status as of that date.
- (E) An employee who desires to use accrued floating holiday hours shall complete and submit their request using a designated request form. Such requests will be reviewed and considered on the same basis and under the same procedure along with PTO requests.
- (F) Any accrued floating holiday hours not used by December 31 will not be carried-over into the next calendar year. An employee who separates from employment will not be paid for any accrued but unused floating holiday hours.

#### **Article 17: Paid Time Off**

- (A) Eligible employees will receive paid time off (PTO) benefits under the same terms and conditions as the Employer's non-contract employees.
- (B) Floating holidays and planned PTO will be requested and granted in the following manner:
  - 1. Employees will submit their request by completing and submitting a designated PTO / floating holiday request form.

2. If two or more employees submit a request on the same date for the same time off, the employee with greater seniority will be given preference.
3. Employees may not submit requests for planned time off or to use a floating holiday more than 12 months in advance of the beginning of the requested time away from work.
4. Employees are expected to submit PTO and floating holiday requests as far in advance as possible, but no less than thirty (30) days prior to the requested time off, in order to increase the chances for approval. Nothing in the previous sentence shall be interpreted to preclude the Employer from granting a request received less than thirty (30) days prior to the requested time off.
5. The Employer will respond to all PTO and floating holiday requests within two (2) weeks.
6. All floating holiday and planned PTO requests are subject to supervisory approval.

#### **Article 18: Insurance**

- (A) **Health Insurance.** Eligible employees may elect to be covered by the Employer's non-contract health insurance program as it may be amended from time-to-time. Employees who are eligible and elect coverage shall pay the same amount towards the monthly premiums as the Employer's non-contract employees. Coverage for eligible employees who elect health insurance will commence on the applicable date as provided by the terms of the plan.
- (B) **Dental Insurance.** Eligible employees will be offered the opportunity to purchase dental insurance at their own expense. Notwithstanding the previous sentence, the Employer may if it so chooses contribute toward the costs of the monthly premiums. Coverage for eligible employees who elect dental insurance will commence on the applicable date as provided by the terms of the plan.
- (C) **Life Insurance.** The Employer will provide eligible employees with a life insurance benefit under the same terms and conditions as the Employer's non-contract employees. Coverage for eligible employees shall be effective on the applicable date as provided by the terms of the plan.
- (D) **Professional Liability Insurance.** The Employer shall continue to cover employees under a professional liability insurance plan, as may be amended from time-to-time by the Employer.
- (E) **Long Term Disability.** The Employer will provide eligible employees with a long term disability (LTD) benefit under the same terms and conditions as the Employer's non-contract employees. Coverage for eligible employees shall be effective on the applicable date as provided by the terms of the plan.
- (F) **Employee-Paid Voluntary Insurance.** The Employer will provide eligible employees the opportunity to enroll for employee-paid voluntary insurance under the same terms and conditions as the Employer's non-contract employees.

## Article 19: Leaves of Absence

(A) **Family and Medical Leave.** Employees who have been employed with the Employer for twelve (12) months and who have worked twelve hundred fifty (1,250) hours during the previous twelve (12) month period immediately prior to the requested leave of absence may be eligible to take up to a total of twelve (12) weeks of unpaid leave during a rolling twelve (12) month period which rolling period will commence with the onset of the employee's approved leave of absence. Events which may qualify for a leave are as follows:

1. Birth of the employee's child or placement of a child with the employee for adoption or foster care;
2. When an employee is unable to perform the functions of his or her position because of a serious health condition; or
3. When the employee is needed to care for the spouse, son or daughter or parent of the employee, if such person has a serious health condition.

The Employer reserves the right to require certification from a physician attesting to the serious health condition described in paragraphs 2 and 3 above, and the Employer may also require periodic updates regarding the condition of the employee or such person as provided for in paragraphs 2 and 3 above. The Employer may require or allow employees to elect to use any accrued paid time off (PTO) during this leave. If an employee knows in advance that he/she will be taking a leave of absence as described in this paragraph, the employee must notify his/her supervisor at least thirty (30) days in advance of the beginning date of the requested leave. If circumstances require that the leave begin in less than thirty (30) days, the employee must notify his/her supervisor as soon as practicable. If an employee returns to work in the period of the leave as set forth above, that employee will be returned to his/her former position or an equivalent position. Except as required by law, fringe benefits shall not accrue or apply during a leave of absence authorized under this Section 19(A).

- (B) **Personal leave.** Eligible employees covered by this Agreement shall be eligible for an unpaid personal leave of absence on the same basis as the Employer's non-contract employees as such program may be amended from time-to-time by the Employer.
- (C) **Military Leave.** Employees will be granted military leave of absence without pay in accordance with applicable law.
- (D) **Bereavement Leave.** Employees may submit a request to use paid time off (PTO) (see Article 17) for bereavement purposes. If the employee needs additional time, the Employee may request a personal leave in accordance with Section 19(B) above.
- (E) **Jury Duty.** Eligible employees covered by this Agreement shall be eligible for jury duty leave on the same basis as the Employer's non-contract employees as such program may be amended from time-to-time by the Employer.

## Article 20: Retirement Plan

- (A) The Employer will provide to eligible employees the opportunity to participate in its retirement plan under the same terms and conditions as made available to the Employer's non-contract employees.

## Article 21: Discipline

- (A) The Employer will not suspend or terminate an employee, or issue a written warning to an employee, except for just cause.
- (B) Disciplinary action taken by the Employer shall be done in a manner that will not intentionally embarrass the employee in front of other employees or the public.
- (C) A copy of any written warning, suspension, or termination notice shall be provided to the employee.
- (D) **Probationary Employees.** A probationary employee may be discharged without recourse to the grievance procedure.
- (E) **Disciplinary Records.** Oral warnings, written warnings, notices of suspension, and notices of discharge shall become part of the employee's official personnel file.

## Article 22: Grievance Procedure

- (A) **Definition of a Grievance.** Any dispute relating to the interpretation of or adherence to the written terms of this Agreement shall be defined as a grievance and handled as follows.
- (B) **Steps in Procedure.**

Step 1. The employee and/or steward will informally discuss the grievance with the applicable supervisor, manager, or director.

Step 2. If the grievance is not resolved in Step 1, it shall be reduced to writing, shall specify in detail the alleged violation of this Agreement and the remedy sought, and shall be submitted to the manager or his/her designee within fourteen (14) calendar days after the date the employee had, or through the use of reasonable diligence should have had, knowledge of the first event giving rise to the grievance.

Within fourteen (14) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement. Within fourteen (14) calendar days following the Step 2 meeting, the Employer shall send the Union a written response to such meeting.

Step 3. If the grievance is not resolved in Step 2, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within twenty-eight (28) calendar days following the Union's receipt of the Employer's Step 2 answer.

- (C) **Arbitrator Selection.** Unless the parties mutually agree on an arbitrator, the arbitrator shall be selected from a “Metropolitan” list of nine (9) neutral arbitrators to be furnished by the Federal Mediation and Conciliation Service. The parties shall flip a coin to determine which party strikes first. The parties shall then alternately strike one name until eight names have been eliminated, and the one person whose name remains shall be the selected arbitrator.
- (D) **Arbitration.** The authority of the arbitrator shall be confined exclusively to the interpretation of the explicit written provisions of this Agreement. The arbitrator shall have no authority to add to, subtract from, ignore, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues. The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union. The award of the arbitrator shall be final and binding upon the Union, the Employer, and the individual employees filing the grievance.
- (E) **Time Limits.** The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

#### **Article 23: Savings Clause**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon seek a substitute provision which is in conformity with the applicable law.

#### **Article 24: Entire Agreement**

This Agreement represents the full agreement by the parties with respect to the wages, hours, and other terms and conditions of employment which shall prevail during the term of this Agreement. This Agreement replaces and supersedes any and all practices that are inconsistent with this Agreement, or that are not specifically set forth in this Agreement. This Agreement is subject to amendment only by a subsequent written agreement between, and executed by, the Employer and the Union.

**Article 25: Duration**

This Agreement shall be in full force and effect from August 19, 2014 through and including August 30, 2016. This Agreement shall remain in full force and effect from year to year thereafter unless either party shall notify the other party in writing at least ninety (90) days prior to August 30, 2016, or August 30 of any year thereafter, of its intention to change, modify or terminate this Agreement.

This Agreement shall be reopened effective August 1, 2015, for the purpose of negotiating wages only. Upon the reopening, all other provisions of this Agreement shall remain in full force and effect.

HSI – CRISIS CONNECTION, LLC

AFSCME COUNCIL 5, LOCAL 3481

Mark S. Kopp  
Date: 9/15/14

Margaret Dorer  
Date: 9/4/14

Steve Hunt  
Date: 9/15/14

Kurt Erickson  
Date: 9-5-14

Jeffrey S. Foles  
AFSCME  
9/5/14