
ST. JOSEPH'S HOME FOR CHILDREN / HOPE STREET

And

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 5, LOCAL NO. 3481
FEDERATION OF SOCIAL JUSTICE ADVOCATES
AFL-CIO**

COLLECTIVE BARGAINING AGREEMENT

November 3, 2016 through October 31, 2018

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ARTICLE 1
RECOGNITION

St. Joseph's Home for Children and Hope Street (hereinafter the Employer) recognizes the American Federation of State, County and Municipal Employees (AFSCME), Minnesota Council 5, Local 3481, Federation of Social Justice Advocates (FSJA) (hereinafter the Union) as the exclusive bargaining representative of the employees in the following bargaining unit:

All full-time, and regular part-time, temporary or On-Call employees for an assigned period of time of at least 32 hours in a pay period, employed by the Employer at its Minneapolis and Hope Street facilities, including Youth Counselor's I, II, III, and IV, Intake Worker's I, II, III, and IV, and Mental Health Practitioner's I, II, III, and IV. Excluding; professional employees, maintenance employees, confidential employees, Developmental Specialists, Family Outreach workers, Lead Family Outreach Workers, Groundskeeper, Business Office Employees, Medical Secretaries, Medical Assistants, Guards, and Supervisors as defined in the National Labor Relations Act.

ARTICLE 2
EQUAL OPPORTUNITY

The Employer and the Union are committed to ensure equal employment opportunities in all program units without regard for race, color or creed, religion, marital status, sex, age, ancestry, national origin, disability, affectional or sexual orientation, or status with regard to public assistance.

ARTICLE 3
UNION BUSINESS

Section 1. Union Membership

It shall be a condition of employment that all employees covered by this Agreement shall, within 30 days of employment, become and remain members of the Union or pay each month, to the Union, a service fee that is determined by the Union as a contribution toward the administration of this Agreement.

Section 2. Check-Off

The Employer shall, upon written authorization of a member of the bargaining unit, deduct the authorized union dues or fees as certified by the Union from employees' pay and remit the deducted amounts to the Union.

Section 3. Remittance

Payroll deductions shall be made monthly, twice per month, or every pay period from the salary of the employees and shall be remitted to the Union within fifteen (15) days.

Section 4. Information to the Union

The Employer shall provide to the Union monthly the name, address, telephone number, job classification, wage, and hiring date of any new employee hired into the bargaining unit. Additionally, the Employer shall provide the names of any employees who have left the bargaining unit due to termination, promotion, or otherwise. The Employer, shall upon request by the Union, provide a list of bargaining unit members and the information contained in this section.

Section 5. Dispute of Union Dues

If a dispute occurs between the Union and any employee for the deductions, which are made under Section 1 or 2 of this Article 19, the Union will hold the Employer harmless for the payment made and will handle the dispute without cost to the Employer.

Section 6. Use of Facilities

The Union shall be provided bulletin board space for announcements in the break room on the ground floor of the main building. In addition, the Employer will make available to the Union one post office box for Union information.

Section 7. Employee Orientations

A Union representative shall be provided time, not to exceed fifteen (15) minutes, during the personnel orientation for all new employees covered by this agreement to orient these employees to the Union contract and Union-related matters.

Section 8. Union Leave

Union Leave will be granted, without pay or with use of accrued PTO by the Employer for Union business when requested sixty (60) days in advance, provided that the requests for one (1) to three (3) days will be honored if the request is made fourteen (14) days in advance. However, requests made for one (1) to three (3) days with less than fourteen (14) days advance notice may be granted at the discretion of the supervisor.

ARTICLE 4
MANAGEMENT RIGHTS

The management of the programs and the direction of the working force shall be vested solely and exclusively in the Employer, except as specifically limited by the expressed written provisions of this agreement. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed; to determine the number of employees to be employed; to assign and delegate work; to require observance of Employer rules, regulations, and other policies; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the types of service to be provided; and to enter into contracts for the furnishing and purchasing of supplies and services

ARTICLE 5
EMPLOYMENT/DEFINITIONS

Section 1. Types of Employment and Assignment of Benefits

- Regular Full Time Employees who have a regular schedule to work forty (40) hours per week.
- These employees are eligible for full benefits, including PTO, paid holidays, paid Sick Bank, group health insurance, and other benefits included in the Employee Handbook.
- Regular Part Time Employees who have a regular schedule to work 20 or more hours per work week. These employees are eligible for prorated benefits based on their hours of service.
- Temporary Employees in this category shall only be eligible for the following benefits: Holiday premium pay when they work on a holiday in accordance with the hours set forth in Article 10 and shift and weekend differential as set forth in Article 8.
- On-Call Employees in this category shall only be eligible for the following benefits: Holiday premium pay when they work on a holiday in accordance with the hours set forth in Article 10 and shift and week-end differential as set forth in Article 8.

Section 2. Calculating Benefits for Part Time Employee

1. Regular Part-time employees who work 1040 or more hours.
 - a. PTO is accrued based on actual hours worked.
 - b. Holidays, parental leave, and health insurance premium are pro-rated using the employee's hours of service.
 - c. The Employer shall perform quarterly review of actual hours worked by the employees in this category and adjust the FTE for any employees when there is a discrepancy between the current FTE and the FTE based on actual worked hours. Employees shall accrue benefits based on the new FTE assigned for the following quarter.

ARTICLE 6
PROBATIONARY PERIOD

The first six (6) months of employment shall be a probationary period, during which time an employee may be discharged without regard to the provisions of Article 16.

ARTICLE 7
WORK WEEK AND OVERTIME

Section 1. Work Week

The work- week will begin at 12:01 A.M. on Thursday and will end at 12:00 midnight on the following Wednesday. The work-day will commence at 12:01 a.m. and end at midnight. The Employer may amend this section as needed to conform to any changes in definition of the workweek for non-bargaining unit employees.

Section 2. Overtime

Work performed in excess of forty - (40) hours per week shall be paid at the overtime rate of one and one-half (1-1/2) times the regular rate of pay. All overtime must be preapproved by a manager or supervisor except in emergency or urgent situations involving the care of the clients. In this situation, the use of Overtime will be reported to the supervisor on duty prior to leaving the campus.

Section 3. Meals and Breaks

A certain ratio of employees may be required to eat with the children and may not leave the premises. In this case, the employee will be paid for the time and will receive a free meal. In emergency situations employees may leave the premises during the unpaid meal break, with supervisory approval. Employees who request to leave the premises at any time during their work day will do so without pay. Each request shall be given consideration and permission will only be withheld with good reason.

- a. Employees who work an eight and one-half (8-1/2) hour shift will normally be entitled to an unpaid meal break of thirty (30) minutes, except in cases of emergency. In cases of emergencies and it is necessary for an employee to work through the unpaid meal break the Employer will provide a meal to the Employee.
- b. Except in emergency circumstances, employees working 8 or more hours will be entitled to two (2) fifteen (15) minute paid breaks.

Section 4. Time Off Between Shifts

It is desirable to maximize the amount of time off that employees have between shifts. Therefore, no employee will be scheduled without at least eight (8) hours between shifts, unless specifically requested by the employee. When an employee is required to work a back-to-back shift, the Employer will make efforts to maximize time off between shifts by allowing employees to leave early, when possible, without loss of pay. The employee may be required to make up that time within the scheduled work- week. The Employer will attempt, when possible, to schedule employees using varying length shifts, to schedule a day shift prior to an evening shift, to make use of part-time employees, interns, volunteers, and other methods available to allow the employee maximum time off between shifts. Employees who agree to work back-to-back shifts will be granted a twenty (20) minute break between shifts. Any Supervisor may approve an employee to be scheduled to work without 8 hours between shifts.

Section 5. Participation in Team Meetings

Employee whose scheduled day off is adjacent to a pre-approved PTO day will not be required to report to work for a team meeting or training. An employee may choose to participate in a team meeting or training on a scheduled day off adjacent to a pre-approved PTO day if they desire to do so. Employees recognize that if not attending any meeting or training on their day off causes them to be out of compliance with training/work requirements, they will be unable to work until such time as they complete the necessary steps to be in full compliance with all job requirements. The Employer will not be required to schedule special training sessions in these circumstances.

ARTICLE 8
WAGES

Section 1. Call Back and Special Pay

- a. Call Back Pay: Employees called in to work on a unit will be paid a minimum of 3 hours. Employees may be scheduled for shifts of less than four (4) hours with prior notice by a supervisor.
- b. Longevity Pay: All currently employed Full-time and Part-time employees who have worked during the past year shall receive a payment of \$250.00 each year on the first paycheck in December.
- c. Over Night Retention Payment: An Overnight Retention Payment (ORP) of two hundred dollars (\$200) shall be paid to full time designated overnight positions, upon completion of working a continual three (3) months of overnight service. Regular Part-time employees working a continual three (3) months of overnight service, will receive an Overnight Retention Payment pro-rated based on their hours of service. This Retention Payment will no longer be paid to newly hired employees or employees who transfer to the overnight schedule effective November 1, 2016.
- d. On Ground Supervisor Differential: Senior or Principal Youth Counselors who are asked to perform as substitute "On Grounds Supervisors (OGS)" will be paid an additional wage rate of \$5.00 per hour.
- e. Shift and Weekend Differential: Effective upon the ratification of the 2016 contract, employees who work afternoons, 6:00 P.M. – 11:00 P.M, and weekend shifts (excluding overnight shifts) 6:00 A.M. Saturday – 11:00 P.M. Sunday, shall receive a \$.25 per hour shift differential in addition to their regular pay. Employees who work overnight shifts, 11:00 P.M. – 6:00 A.M., shall receive a \$.50 differential in addition to their regular rate of pay.

Section 2. Transfer

- a. An employee who transfers at his/her request to a position of the same or lower level will be subject to the salary rates of the new position. Credit for previous experience and length of service will be considered by the Employer on an individual, case by case basis, in accordance with Section 5 of this article. Benefit accrual will not be affected by such transfers.

- b. The above paragraph will not apply when a Youth Counselor is transferred to Intake as an Intake Worker. Any Youth Counselor who transfers to Intake, as an Intake Worker, will retain their Youth Counselor wage rate prior to transfer as their starting wage in Intake.

Section 3 Promotion

If an employee is promoted to a different job at a higher level, the employee shall receive an increase of 5%, or shall be paid at the minimum rate of the new position whichever, is greater. Employees will not be assigned a new anniversary date at the time of promotion. Employees must be in good standing order to be eligible for a promotion. Good standing is defined as an employee who has not received a written disciplinary action for a period of one year, and be current on all trainings and requirements.

Section 4. New Hire Rate

No applicant shall be hired at a higher rate than a current employee with comparable experience in the same job. Thus, an applicant may be hired at a rate higher than the starting rate if they have closely related job experience. For the purpose of this section, experience is defined as paid or unpaid work experience and include internships.

For each year of closely related experience an applicant may be paid up to four percent (4%) above the starting wage to a maximum of twenty percent (20%) for five or more years of closely related experience, as exemplified below.

4-YEAR DEGREE IN Human Services Related Field	4-YEAR DEGREE IN NON-Human Services	High School or AA degree	
< 1 year experience	1 year paid experience	2 years paid experience	\$12.97
1 year experience	2 year's paid experience	3 year's paid experience	\$13.49
2 years' experience	3 year's paid experience	4 year's paid experience	\$14.03
3 years' experience	4 year's paid experience	5 year's paid experience	\$14.59
4 years' experience	5 year's paid experience	6 year's paid experience	\$15.17
5 years' experience	6 year's paid experience	7 year's paid experience	\$15.78
6 years' experience	7 year's paid experience	8 year's paid experience	\$16.41

Section 5. Pay for Performance

- a. The principle that guides the Pay for Performance system is that all employees receive on-going and timely feedback regarding their attainment of key competencies and high levels of work performance. To reward and motivate on-going successful achievement of core and job competencies and work performance outcomes, employees will be eligible to receive an annual "pay for performance" hourly wage increase. The amount of increase is based on the performance scoring for each employee. Generally, this increase is available annually according to a fiscal year schedule (1st pay period in July to last period in June), subject to negotiations during the scheduled wage reopener (see Article 24 of this contract for wage re-opener schedule).
- b. Performance expectations and goals shall be communicated to all employees through the annual performance review process. This shall include the minimum requirements of the

positions, any required and developmental training, and goals to achieve a higher performance rating in the future.

- c. Employees who disagree with the outcome of the annual performance review rating shall be allowed to appeal using the grievance process outlined in Article 18.
- d. Performance increases shall not be withheld due to the formal appeal of an employee's rating if the rating the employee has already received has resulted in an increase.
- e. Employees shall be eligible for an increase effective upon completion of their Performance Improvement Plan.

Section 6. General Increase

Effective the first pay-period in November 2016, all ranges shall be increased 4% and all employees shall receive a 4% general increase. There shall be a wage reopener for fiscal year 2017 that will include discussion regarding Pay for Performance increases.

See Appendix A for wage grid.

ARTICLE 9
SICK LEAVE BANK

Section 1. Use of Sick Leave Bank

Employees who have accrued hours in a sick leave bank prior to November 2016, shall have this bank frozen and shall be allowed to use these hours in the following manner:

- a. An employee who has qualified to use their accrued sick bank and then returns to work but must go off work for the same illness or injury, may still be eligible to continue to use sick bank without having to again fulfill the 24work hours waiting period.
- b. In situations where an employee has been medically cleared to return to work but with certain restrictions that prevents the employee from working his/her regular full shift, the employee may continue to draw upon his/her sick bank to make up the difference.
- c. Resignation or termination of employment: When an employee leaves employment, all unused sick leave bank time will be canceled on the last day worked.
- d. Employees may use accrued sick leave bank time for absences related to illness or injury of an adult or minor child, spouse, sibling, parent, grandparent, or stepparent. The definition of "child" to specifically include stepchildren and foster children as well as biological and adopted children. Prior approval and medical documentation is required. In cases of primary responsibility, proof of such responsibility may be required. Note: During Emergency Conditions, e.g., flu outbreak, staffing assignments could be flexible. Questions concerning the applicability of Sick Bank should be directed to Human Resources.

Section 2. Resignation or Termination of Employment

When an employee leaves employment, all unused sick leave bank time will be canceled on the last day worked.

ARTICLE 10
HOLIDAYS

Section 1. Holidays Recognized

Employer recognizes the following fixed holidays:

New Year's Day	Friday after Thanksgiving
Martin Luther King Jr. Day	Labor Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Thanksgiving Day	

Along with their normal holiday pay, benefits eligible employees who work on a fixed holiday will receive, in addition to their regular pay, one-half (1/2) hour of straight time pay (premium pay) for each hour worked. PT employees working 20 hours or more per week on a regular schedule will be paid prorated holiday benefits.

Temporary and On-Call employees shall not be eligible for holiday pay. Employees who work on a fixed holiday will be eligible to receive, in addition to their regular pay, one half hour of straight time pay (premium pay) for each hour worked. In instances where the actual holidays falls on a weekend and the agency designates another day as the day the agency will celebrate the holiday, only those hours, if any, worked on the actual holiday will be eligible for premium pay. Benefits eligible employees may schedule time off in lieu of holiday pay provided the time off is taken within thirty (30) calendar days of the actual holiday. Failure to take the time off within thirty (30) calendar days will result in forfeiture.

Benefit eligible employees shall in addition to the above fixed holidays, receive one (1) floater holiday to be used by December 31st each year.

ARTICLE 11
INSURANCE

Section 1. Health Insurance

Bargaining unit employees shall be eligible for and covered under the Employer's health insurance plan, as it may be amended from time to time, on the same basis and under the same conditions as all other employees. Bargaining unit employees shall be entitled to any health and dental benefit improvements, which are made available to other non-bargaining unit employees. Bargaining unit employees will assume any additional costs associated with alternative health and dental plans.

Section 2. Short Term Disability Insurance

Bargaining unit employees shall be eligible for and covered under the Employer's short-term disability plan, as it may be amended from time to time, on the same basis and under the same conditions as all other employees.

Section 3. Life Insurance

Bargaining unit employees shall be eligible for and covered under the Employer's life insurance plan, as it may be amended from time to time, on the same basis and under the same conditions as all other employees.

Section 4. Cash Reimbursement / Flex Benefits Account (Section 125)

Bargaining unit employees shall be eligible for and covered under the Employer's cash reimbursement / flex benefits account, as it may be amended from time to time, on the same basis and under the same conditions as all other employees.

ARTICLE 12
RETIREMENT PLAN

Bargaining unit employees shall be eligible for and covered under the Employer's retirement program, as it may be amended from time to time, on the same basis and under the same conditions as all other employees.

ARTICLE 13
PAID TIME OFF (PTO)

Section 1. Purpose

PTO is the combination vacation and sick leave programs into one program. An employee is able to use his/her PTO for any reason.

Section 2. Eligibility

- Regular Full-time employees
- Regular Part Time employees with a regular schedule to work 20 or more hours in a workweek.

Section 3. Accrual

Eligible employees will be credited with PTO at the end of each pay period. Employees will accrue PTO according to the published schedule. PTO, paid holidays and Sick Bank time are included when the number of PTO hours earned are calculated. Overtime is excluded from PTO calculations.

Section 4. Usage

Employees may use accrued PTO for any reason. Employees are not permitted to incur a negative PTO balance. Generally, employees must use PTO prior to taking non-paid time. The granting of all PTO requests is subject to staffing needs and PTO will be granted on a first come, first served basis if there is more than one request for the same period.

Except in cases of sudden illness and emergencies, employees must submit a written request for PTO to his/her supervisor as far in advance of the requested time off as possible. The supervisor must approve the written request before the PTO can be taken. Supervisors shall be responsible for making coverage arrangements for all approved PTO requests. Employer responses to written requests for PTO will be as follows:

1. When PTO requests are submitted fourteen (14) days in advance of use, the Employer must provide a written response within seven (7) calendar days of request.
2. When PTO requests are submitted thirteen (13) days or less in advance of use, the Employer must provide a written response within five (5) calendar days of request.

Employees using leave under this Article may be required to furnish a statement from a medical practitioner upon the request of the Employer when the Employer has reasonable cause to believe that an employee has abused or is abusing the use of PTO.

Section 5. Carry Over

Employee may carry over from one calendar year to the next the same number of hours of PTO as they earned during the previous calendar year. Any PTO accrual that exceeds the maximum allowed will be deleted at the end of each calendar year.

Section 6. Donations

The purpose of PTO Hardship Donations is to allow one employee to donate PTO to another employee who is in a serious personal situation, which requires them to be absent from work, and is without sufficient PTO to cover the period of absence. Donations are only meant to cover short periods of time such as the qualifying period for short-term disability payments. Employees should contact their supervisor for additional information on donations.

With prior approval of the Director or designee and Human Resources, an employee may donate PTO to an employee who has exhausted his/her PTO. The donated time will be converted to a dollar amount based on the rate of pay of the donating employee. The resulting dollar amount will be reconverted to PTO based on the rate of pay of the recipient of the donation.

Section 7. Termination

Employees with unused PTO at the time of termination will be paid for all unused PTO on their last paycheck.

All company property, including but not limited to, keys, and shall be returned prior to the payout of unused PTO.

Section 8. PTO Schedule

Paid Time Off (PTO) Schedule

<u>Year</u>	<u>Time accrued per hour paid</u>	<u>Maximum hours per year</u>	<u>Maximum days per year</u>
First year	0.07692	160	20
After 1 year	0.08077	168	21
After 2 years	0.08462	176	22
After 3 years	0.08846	184	23
After 4 years	0.09615	200	25
After 10 years	0.10000	208	26
After 11 years	0.10385	216	27
After 12 years	0.10769	224	28
After 13 years	0.11154	232	29
After 15 years	0.11538	240	30

ARTICLE 14
LEAVES OF ABSENCE

Section 1. Leave of Absence with Pay

A. Bereavement Leave

Up to three (3) paid days of bereavement leave may be granted to benefits eligible employees to attend the funeral of an immediate family member that is being held within 250 miles of the twin cities, up to five (5) paid days of bereavement leave may be granted to benefits eligible employees to attend the funeral of an immediate family member that is being held over 250 miles from the twin cities.

The leave must correspond with the death of the family member. The Director or their designee/ must approve all leaves. Unpaid time or the use of PTO time may be permitted at the sole discretion of the Employer if more time is needed or to attend the funeral of persons not in your immediate family. Proof of the death and the relationship of the deceased may be required.

Immediate family is defined as spouse, parents, parents-in-law, step-parents, siblings, children, step-children, grandchildren, grandparents, domestic partners, any person permanently living in the employee's home, any individual who was the primary caretaker in raising the employee as a child and any person for whom the employee was a primary caretaker. Proof of the relationship may be required.

B. Civil Leave (Jury Duty)

All Employees will be granted a leave of absence for jury duty. An employee called for jury duty must show the jury summons to his/her supervisor immediately upon receiving it and send a copy to Human Resources

During the first ten days of jury duty, employees will receive their regular pay for missed hours of work upon submitting a juror service certificate. Under certain circumstances, a Director or their designee may extend the payment for missed hours of work beyond the first ten days of jury duty. In instances where an employee is released early or altogether from jury duty, the employee must report immediately to his/her supervisor. The employee may be required to complete his/her shift.

C. Election Judge

Employees will be granted time off with pay to serve as an election judge. A 20-day notice requesting to be absent from work for this purpose must be submitted.

D. Court Appearances

Employees will be granted time off with pay for a subpoena by a court or legislative body pertaining to matters of importance to the division or program unit. Time spent at court appearances required by the Employer shall be paid as work time.

E. Voting Leave

When it is not possible for an employee to vote outside of his/her regular working hours, reasonable time off will be granted to vote during government elections in accordance with MN Statute 204C.04, *EMPLOYEES; TIME OFF TO VOTE*. The supervisor should be notified a day in advance.

F. Bone Marrow Donor Leave

Employees will be granted time off with pay to undergo procedures to donate bone marrow. The leave may not exceed forty (40) hours of work, unless approved by the Employer. Employer may require verification from a physician requesting the purpose and length of the leave.

Section 2. Parenting Leave (Paid and Unpaid)

A. Granting of Parenting Leave

The Employer grants Parenting Leave in accordance with applicable law.

In accordance with Minnesota law, the Employer will grant up to six (6) weeks leave in conjunction with the birth or adoption of a child. This leave will be granted to an employee who has worked for Employer an average of half time or more during the preceding twelve (12) months and who becomes a biological or adoptive parent. The leave begins at the time requested by the employee, but not more than six weeks after the birth or adoption, or if the child must remain in the hospital longer than the mother, not more than six weeks after the child leaves the hospital. Generally, the employee must make a request for leave at least thirty (30) days in advance, unless an unforeseeable event occurs. Then the notice must be given as soon as practicable. Parenting Leave will be applied equally to male and female employees.

In accordance with the federal Family and Medical Leave Act, the Employer will grant up to twelve (12) weeks leave in conjunction with the birth, adoption, or foster placement of a

child. This leave will be granted in accordance with the Employer's FMLA policy as explained in Article 13, Section 3), Paragraph (e) below. Generally, this leave will be granted to any employee who becomes a biological, adoptive or foster parent and who has worked for Employer at least twelve (12) months and at least 1250 hours during the previous twelve (12) month period. Under certain circumstances specified by the FMLA, this leave can begin before the actual birth of the child. Generally, the employee must make a request for leave at least thirty (30) days in advance, unless an unforeseeable event occurs. Then, the notice must be given as soon as practicable. Employees should review the FMLA Policy for additional information and requirements. FMLA leave will be applied equally to male and female employees.

If an employee is eligible for leave under both laws, both leaves will run concurrently (at the same time). Therefore, an employee who is eligible for leave under both laws will be eligible for a total of up to twelve (12) weeks leave.

B. Requirements

The following requirements apply when an employee takes Parenting Leave:

1. During unpaid leave the Employer will continue to make health insurance coverage available. The employee will be responsible for the entire cost of the premium. NOTE: If the employee is also eligible for FMLA leave, the Employer will pay its share of the insurance premium during the FMLA leave, in accordance with the Employer's FMLA Policy.
2. Upon returning to work, the employee will be entitled to return to the former position or one of comparable duties, number of hours, and pay. If the employee is also eligible for FMLA leave, the employee will be returned to work in accordance with Employer's FMLA Policy.
3. Upon return to work, the employee shall receive any automatic adjustments in pay that would have occurred during the leave.
4. The employee will retain length of service time for the purpose of benefits calculation. That is, the length of service accrued before the unpaid leave is maintained during the unpaid leave. Upon return to work, length of service calculations are resumed in the same manner and at the same level as when unpaid leave began. Employees are not entitled to accrue any time off benefits during unpaid leave.

C. Payment During Leave

The Employer views disability due to pregnancy or childbirth the same way as any disability caused by injury or illness. The policy and procedures on extended illness or disability will therefore apply when employees are unable to return to work due to the effects of pregnancy or childbirth. Employees should contact the Human Resource Department to determine whether they are eligible for benefits under these plans.

PTO, sick, and disability leave may be used concurrently (at the same time).

Section 3. Leaves of Absence without Pay

A. Less Than 45 Days

If a leave of absence without pay does not exceed forty-five (45) calendar days, the employee shall return to his/her position or one that is similar in pay, work hours, and duties.

B. Military Leave

Employer will grant unpaid leaves of absence in accordance with state and federal law to employees who are members of, or apply to perform in, or have an obligation to service in a "uniform service." Uniformed services of the United States include the Armed Forces, National Guard, the Air National Guard or other reserve unit), the commissioned Corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency. Leave will be granted to participate on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, and initial active duty for training, inactive duty training, full-time National Guard duty, and absences from employment for purposes of an examination to determine the employee's fitness to perform such duty. Any employee who wishes to participate in such activities should request a leave of absence from their supervisor within a reasonable time before the leave is to begin, if possible. The agency may require proof of military service.

Military leave is unpaid. However, employees may elect to use accrued leave benefits (for example, PTO pay).

If the employee's military service is less than 31 days, Employer will continue to pay its share of health insurance premiums. The employee will be responsible for paying the employee's portion of the premium. An employee who takes a military leave of absence beyond the 31 days is entitled to continue his/her health plan coverage for up to 24 months at the employee's own expense, as provided under COBRA.

The Employer will reinstate the employee as provided by applicable law. The employee will be entitled to return to the former position or one of comparable duties, number of hours, and pay. For the purposes of benefits calculation, employees will be reinstated with length of service time they would have had but for the military service. Upon return to work, the employee will receive any benefits based on length of service (for example, automatic adjustments) that would have occurred during the leave.

Upon reemployment, the Employer will provide job protection as provided by applicable law.

C. School Conferences and Activities Leave

With reasonable notice, up to sixteen (16) hours in a calendar year may be granted to an employee to attend school conferences, classroom and other school activities, child care services, and pre-kindergarten program activities related to the employee's child, provided they cannot be scheduled during non-work hours. An employee may elect to use accrued PTO pay or may take unpaid time away from the job.

D. Disability Due to Pregnancy or Childbirth

Disability due to pregnancy or childbirth or related medical conditions will be treated as would any disability that is caused by injury or illness. The employee who is disabled as described above will be eligible for unpaid leave after using accrued Sick Bank.

E. Family and Medical Leave Act (FMLA)

The Employer will grant family and medical leave in accordance with the FMLA.

A family or medical leave of absence is a leave of absence available to eligible employees for up to 12 work weeks of unpaid leave during the applicable 12-month period measured forward from the date the employee's first family or medical leave begins.

1. To be covered by the FMLA, employee's must:
 - a. have been employed by Employer at least 52 weeks (the weeks do not need to be consecutive weeks and do not need to be full weeks); and
 - b. have worked at least 1,250 hours during the previous 12 months.
2. Covered Employees are entitled to a leave of absence for one or more of the following reasons:
 - a. For the birth of a son or daughter, and to care for the newborn child;
 - b. For placement with the employee of a child for adoption or foster care;
 - c. To care for the employee's spouse/partner, son or daughter under the age of 18, or parent with a serious health condition.
 - d. Because of the employee's own serious health condition (as defined by the FMLA) that makes the employee unable to perform the functions of the employee's job.
3. Employees who are not eligible for FMLA leave may be eligible for other types of leave under Employer leave policies including Sick Bank, PTO, parental leave, leave of absence, or drug free workplace.
4. The employee will be required to provide advance leave notice and medical certification. Taking leave may be denied if requirements are not met.
5. The Employee must ordinarily provide 30 days advance notice when the leave is "foreseeable."
6. The Employer will require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Employer's expense) and will require a fitness for duty report prior to the employee's return to work.

Contact your Human Resources Representative, or refer to the Catholic Charities Employee Handbook, for further information regarding FMLA or for the forms needed to Apply for FMLA.

F. Medical Leave (non-FMLA)

If an employee who does not qualify for a FMLA leave is faced with extended illness or injury, s/he may request non-FMLA medical leave as set forth below, in accordance with applicable law:

1. Except in a pregnancy disability situation, which qualifies under the Minnesota Parental Leave Act, the employee must use all accumulated Sick Bank and may choose to use any PTO accrued to date.
2. Should the illness or injury extend beyond the accrued Sick Bank (and PTO, if employee chooses to use) the employee may apply for a medical leave. A medical leave will be granted based on a physician's statement that the employee cannot return to work.
3. The agency reserves the right to require an employee to be examined by a second physician, selected and paid by SJHC, in those instances where the employee's return to work is in question.
4. If a medical leave does not exceed forty-five (45) calendar days, the employee will be returned to his/her position or one that is similar in pay, number of scheduled work hours, and duties.

Employees who think they qualify should apply for benefits under the Employee Short Term Disability (STD) Plan or Employee Disability Insurance Policy. For additional information, consult the Summary Plan Description (SPD).

5. In addition to the continuation of benefits as required by law, Catholic Charities will pay the agency's portion of the premium for the employee's health insurance benefits for up to 90 days from the date of the disability, at which time the employee may be eligible for Long Term Disability (LTD).

ARTICLE 15
WORK-RELATED EXPENSES

Section 1. Authorized Expenses

Employees will be reimbursed for authorized expenses that are incurred in the performance of their assigned responsibilities.

Section 2. Transportation Allowances

All employees shall be reimbursed for mileage for all pre-approved use of personal vehicles for business purposes at the IRS rate, for authorized use of their personal vehicles for business purposes.

Section 3. Reimbursement of Damaged Personal Belongings

Employees incurring on the job related damage to personal property such as eyeglasses or phones, shall be reimbursed up to \$200.00 once per calendar year. Employees will be required

to fill out a report of damage, on a form furnished by the Employer, and signed by a Supervisor or designee prior to the end of the shift the incident occurred on

ARTICLE 16
PERSONNEL RECORDS

Employees shall have the right to review their personnel records within five (5) days of receipt of written request.

ARTICLE 17
DISCIPLINE AND TERMINATION

Section 1. Resignation

In order to receive pay for unused PTO days and/or holidays, employees must submit a written intent to resign at least two (2) weeks before the last day of work. PTO payment without a two (2) week notice will only be accepted in cases of emergencies. The employee's termination date will be the actual last day worked.

Section 2. Discipline and Discharge

The Employer shall discipline employee(s) only for just cause.

- If an employee violates policies or procedures or engages in inappropriate conduct, as set forth in the Employer's written procedures, the supervisor should attempt to correct the situation through communication or supervisory coaching.
- Discipline, including suspension or termination, may also be appropriate.
- Employees may be discharged if the Employer determines that the employee has violated policies or procedures, engaged in inappropriate conduct, or failed to meet the Employer's performance standards.
- The employee shall receive a written statement describing the basis of or reasons for the discharge.
- Employees may appeal a termination or unpaid suspension under the grievance procedure set forth in this agreement.
- The Employer's Disciplinary Form will include at the top of the form a statement regarding the Employee's right to union representation prior to meeting with the Employer if there is the possibility of disciplinary action against the Employee.

Section 3. Records of Disciplinary Action

Notices of disciplinary actions in an employee's personnel files shall be reduced by one degree every six (6) months.

ARTICLE 18
SENIORITY

Section 1. Job Families

For purposes of seniority, the following are recognized as Job Families within SJHC and HS as covered by this contract.

- a. Intake Worker's I, II, III, and IV
- b. Youth Counselor's I, II, III, and IV
- c. Mental Health Practitioner's I, II, III, and IV

Section 2. Seniority Date

The anniversary date for employees is their original date of hire. An employee's seniority date shall be the date of hire within the Job Family. Employees shall hold seniority in all Job Families in which they have worked based on the length of time in the Job Family. However, no seniority shall accrue in a Job Family while an employee is not working in that Job Family.

Section 3. Transfers

An employee who transfers to the same or a lower level position will take a new seniority date based on date of transfer, unless the employee previously worked in the new Job Family, in which case seniority will be based on the total amount of time previously worked in the new Job Family.

Section 4. Promotions

An employee who is promoted into a bargaining unit position will take a new seniority date based on date of promotion unless the employee has previously worked in the new Job Family, in which case seniority will be based on the total amount of time previously worked in the new Job Family.

Section 5 Layoff

Where qualifications to perform the available work are equal, layoff or reduction in hours shall be done by seniority within the Job Family.

Section 6. Recall

Where qualifications to perform the work are equal, employees shall be recalled from layoff or have their hours increased by seniority within the Job Family.

Section 7. Bumping

An employee who is laid off and who retains seniority in a previously held Job Family may bump the least senior employee in that Job Family with less seniority, where qualifications are equal.

Section 8. Job Vacancies

When a job in any Job Family of work covered by this contract becomes open for any reason, the Employer shall post it for a minimum of five (5) calendar days.

Employees who meet the minimum qualifications of the posted job may apply and shall be given consideration for the job, including an interview, if they meet the minimum qualifications listed in the posting and are in good standing.

ARTICLE 19
GRIEVANCE PROCEDURE

Section 1. Grievance Defined

A grievance is defined as a dispute involving the interpretation or application of this contract.

Section 2. Union Leave Related to Grievance Process

When it is absolutely necessary to schedule a meeting during working hours for investigating and presenting grievances, the Steward and/or Grievant will not lose pay when the supervisor is given advance notice and the leave is not detrimental to the Employer's operations.

Section 3. Grievance Resolution Process

Should a grievance arise during the term of this contract, such grievance shall be resolved in the following manner:

Informal Resolution meeting (optional)

1. Within five (5) calendar days of the occurrence, an employee claiming a violation concerning the interpretation or application of the express provisions of this Agreement may ask for a meeting with his or her supervisor to try to resolve the issue and not file a formal grievance. In this case, the employee can choose whether or not they want to be accompanied by a Union Representative.

Step 1 - Formal

If the dispute is not settled in the informal setting, the employee with the union may proceed to file a formal grievance:

- a. A written statement of the grievance must be presented to the Employer within 14 calendar days of the Informal Resolution Meeting.
- b. A Grievance meeting shall be scheduled within 14 days of receipt of the written grievance and will include grievant, Union Representative, and Employer.
- c. The employer shall provide a written response to the Step 1 grievance meeting within fourteen (14) calendar days of the Step 1 meeting.
- d. If not resolved, proceed to step 2.

Step2 - Formal

If the grievance is not settled at Step 1,

- a. The Union may appeal the grievance to Step 2 within fourteen (14) calendar days after receipt of the Employers Step 1 response.
- b. The Director or designee will attempt to schedule a date to meet, within fourteen (14) calendar days of receipt of appeal, with the Union, in an effort to resolve the dispute.
- c. Within fourteen (14) calendar days after the Step 2 meeting, the Director or designee will give written response to the grievance.

Step 3 - Mediation

If the grievance is not settled at Step 2,

- a. It may be appealed to Mediation within fourteen (14) days, after receipt of the Step 2 written response in an effort to resolve the dispute.
- b. Mediation Request will be made to the Federal Mediation and Conciliation Service.

*Note – If the grievance concerns an appeal to a Performance Evaluation Rating, mediation is the final step and no arbitration is involved. If the matter is decided in favor of the employee, “back pay” will be provided. If the matter is decided in favor of the Employer, “back pay” is not provided.

Step 5 – Arbitration

If the parties are unable to resolve the grievance in Step 3,

- a. Either party may submit it to arbitration within fourteen (14) calendar days from the date the mediation is concluded.
- b. The request for arbitration shall be in writing by US Postal Service or by Electronic mail and shall be received by the other party within fourteen (14) calendar days after grievance mediation is concluded.

In the event arbitration has been requested, the Employer and the Union will attempt to agree on a neutral arbitrator to hear and determine the dispute. If no agreement is reached, either party may request the Federal Mediation and Conciliation Services to furnish a panel of seven (7) arbitrators from which the neutral arbitrator shall be selected. The parties shall flip a coin and alternately delete names from the list.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this agreement and the arbitrator shall have no authority to add to, subtract from, 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 neutral 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 employee(s) filing the grievance.

Section 4. Mandatory Time Limitations

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 between the parties.

ARTICLE 21
NO STRIKES OR LOCKOUTS

There shall be no strikes or lockouts of any kind whatsoever during the term of this agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance and arbitration provisions of this Agreement.

ARTICLE 22
SCOPE OF AGREEMENT

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

ARTICLE 23
LABOR MANAGEMENT COMMITTEE
AND INTEREST BASED BARGAINING

Section 1. Labor Management Committee

A Labor Management Committee shall be established consisting of four (4) representatives designated by the Employer and four (4) elected representatives of the bargaining union. Additional representatives may be added or invited to attend, as necessary, by mutual agreement of the parties. Summary minutes will be posted for all bargaining unit employees to view.

Section 2. Purpose of Committee

The purpose of the Committee shall be to develop a better understanding between Management and members of the bargaining unit, to assist in working out mutual problems, and to facilitate communication between the parties.

Section 3. Pay for Committee Members

Representatives selected to serve on this Committee will be kept whole from loss of pay for regularly scheduled work hours lost because of serving on the Committee.

Section 4. Meeting Times

The Committee shall meet as mutually agreed upon and no less than quarterly, and minutes will be kept and made available to representatives and management.

Section 5. Federal Mediation and Conciliation Service

Federal Mediation and Conciliation Service will provide counsel and assistance as necessary to establish the above outlined process.

Section 6. Interest Based Bargaining

The Employer and representatives of the bargaining group will attend interest-based bargaining training through the Federal Mediation and Conciliation Service. The Federal Mediation and Conciliation Service will provide counsel and assistance as necessary to establish an interest based bargaining process for future negotiations.

ARTICLE 24
CATHOLIC CHARITIES EMPLOYEE HANDBOOK

Certain Catholic Charities Personnel Policies apply to all employees. Where benefits and other specific matters are addressed in this collective bargaining agreement, they are governed by this contract to the extent that it applies. In all other situations, the provisions of the Catholic Charities Employee Handbook supersede and replace any and all previously or contemporaneously stated policies and practices, oral and written representations, or statements of Catholic Charities, including but not limited to, those contained in any manuals, handbooks, correspondence, memoranda or oral discussions, which whereby are expressly revoked. All handbook policy changes must be provided to employees in writing within 60 days of the changes, whenever feasible.

ARTICLE 25
DURATION

This contract is effective on November 3, 2016 and expires on October 31, 2018. Wage re-openers will occur annually.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be fully executed this _____ Day of _____ 2016

**FOR ST. JOSEPHS HOME FOR CHILDREN /
HOPE STREET**

**FOR AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 5, LOCAL 3481
FEDERATION OF SOCIAL JUSTICE ADVOCATES**

Tim Marx, CEO

Date

Cynthia Nelson,
Field Representative

Date

Peter Spink,
Sr. Director of Human Resources

Date

APPENDIX A
Catholic Charities
Job Grades and Ranges

Grade	Minimum	Midpoint	Maximum
4	\$12.97	\$15.71	\$18.46
5	\$14.45	\$17.63	\$20.82
6	\$16.21	\$19.96	\$23.70
7	\$18.09	\$22.26	\$26.43

APPENDIX B:

Catholic Charities

Pay for Performance Scoring Chart

Pay for Performance Scoring Chart	
0-199	Below Expectations
200-349	Needs Development
350-524	Fully Meets Expectations
525-649	Consistently Exceeds Expectations
650-800	Outstanding

There will be a wage reopener for 2017 Performance increases

PERFORMANCE LEVEL

BE ND FME CEE O

Items for Labor management:

1. Maher did not get annual reviews?
2. Safety Committee? Who are the AFSCME representatives?
3. Light Duty?
4. Employees not getting their breaks.
5. Worker to client ratio reduced from 4:1 to 3:1.
6. Three strikes for discipline. Does not meet Just Cause Standard