

***Collective
Bargaining
Agreement***

Between

***Community Action
Partnership of Ramsey
& Washington Counties***

And

***American Federation
of State, County and
Municipal Employees
(AFSCME)
Council 5, Local 3318***

April 1, 2023

To

March 31, 2025

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ARTICLE I - RECOGNITION

- 1.1 The EMPLOYER hereby recognizes the UNION as the duly authorized Bargaining Unit for EMPLOYEES , who are regularly scheduled to work for twenty (20) hours or more per week, excluding employees classified as exempt per the Fair Labor Standards Act, managerial and/or supervisory employees and employees of a temporary nature.

- 1.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE II - DEFINITIONS

- 2.1 **FULL-TIME EMPLOYEE:** An employee who is normally scheduled to work 30 or more hours per week.
- 2.2 **PART-TIME EMPLOYEE:** An employee who is normally scheduled to work less than 30 hours per week.
- 2.3 **TEMPORARY EMPLOYEE:** An employee who is appointed with a definite ending date. A temporary employee's term of employment may not exceed a total of 1,040 hours in any 24-month period with the EMPLOYER.
- 2.4 **RELIEF EMPLOYEES:** An employee who replaces a full time, part time, or temporary employee and who works an irregular and uncertain schedule which alternately begins, ceases, and begins again as the needs of the EMPLOYER requires.
- 2.5 **REGULAR POSITIONS:** A position appointed for a program year.
- 2.6 **TEMPORARY POSITIONS:** A position appointed with a definite ending date and can last from one to seven months. Staff in temporary positions are not eligible for UNION membership.
- 2.6.1 Short-term grant employee or pre-credential employee positions may exceed 7 months when the position is related to a special project or short-term grant with a definite end date. An example includes positions that support employees enrolled in programs such as the Child Development Associate Credential program, so they may have time to complete the program requirements.
- 2.7 **IMMEDIATE FAMILY:** Immediate family shall include employee's spouse or domestic partner, children, parents, brothers, sisters, grandparents, grandchildren; any guardian or foster parents of the EMPLOYEE; mother-in-law, father-in-law, brother-in-law or sister-in-law.
- 2.7.1 **EXTENDED FAMILY:** Extended family shall include the aunt, uncle, first cousins (a child of one's aunt or uncle), nieces, and nephews of the EMPLOYEE
- 2.8 **EMPLOYER/AGENCY:** Community Action Partnership of Ramsey & Washington Counties.
- 2.9 **UNION:** American Federation of State, County and Municipal Employees Council 5, Local 3318.
- 2.10 **FUNDING SOURCE:** Those governmental and private agencies that provide funds to the EMPLOYER either through contracts or grants.
- 2.11 **DEPARTMENT:** A major department unit such as general administration, Head Start, Energy Conservation, Assistance Programs, Neighborhood Investments, and Financial Opportunity Programs.
- 2.12 **WORKING WEEK:** The EMPLOYEE'S normally scheduled work days, Sunday 12:00 a.m.

through 11:59 p.m. Saturday.

- 2.13 **LAY-OFF:** Separation from employment due to reasons other than termination for just cause or voluntary resignation, such as reduction in funding, elimination of position, end of employment period.
- 2.14 **AGENCY SENIORITY:** The length of continuous service with Community Action Partnership of Ramsey & Washington Counties.
- 2.15 **CLASSIFICATION SENIORITY:** The length of service within a particular job classification.
- 2.16 **STEWARD:** A UNION representative of AFSCME designated by the local union and employed by CAPRW
- 2.17 **ALTERNATE:** A CAPRW EMPLOYEE who will replace a steward if the steward is not able to be present.
- 2.18 **REPRESENTATIVE:** CAPRW EMPLOYEE, AFCSME Officer, or Field Representative that are designated by the UNION to represent CAPRW AFSCME members.
- 2.19 **OFFICER:** A CAPRW employee elected by the local AFSME UNION body to represent AFSME members.
- 2.20 **FIELD REPRESENTATIVE:** Employee of AFSCME Council 5 to represent all AFSCME members at CAPRW.

ARTICLE III - UNION SECURITY

- 3.1 The UNION may designate EMPLOYEES in the Bargaining Unit to act as stewards and/or alternates and shall inform the Human Resources Department, in writing, of such choices and changes in the positions of stewards and/or alternates. There will be at least one (1) steward and at least one (1) alternate for each department.
- 3.2 Steward or alternate shall be permitted reasonable time to perform and discharge duties which are properly assigned to them under the terms of this AGREEMENT, including investigations pertaining to any disciplinary actions. If an Employee requests union representation during an investigation that might lead to disciplinary action (Weingarten Rights) the Employer agrees that a 24-hour notification for stewards to attend is reasonable. The requesting Employee is responsible for contacting the steward to make these arrangements.
- 3.2.1 Non-employee representatives of the UNION shall be permitted to come on the premises of the EMPLOYER for the purpose of investigating and discussing grievances if they first notify the EMPLOYER'S Executive Director, and provided the UNION representative does not interfere with the work of employees. The UNION shall not use the EMPLOYER'S premises or facilities for UNION business without prior approval of the Executive Director.
- 3.3 The names and officer titles of local UNION officers, committee members and stewards shall be given to the Human Resources Department in writing. Duly structured UNION functions shall be carried on by duly elected UNION officers for a reasonable amount of time, within the discretion of the Executive Director and not to the detriment of the program. All changes shall be submitted to the Human Resources Department in writing as they occur.
- 3.4 The UNION, at its expense, shall be permitted the use of the designated EMPLOYEE bulletin boards located on the premises of the AGENCY for the posting of matters of interest to its members. Local 3318 reserves the right to use employer technology services for mutual agency/union business such as communication to UNION members, ratification, grievances, and investigations. It is generally understood that the use of employer technology and services would be reserved for the operation of the agency.
- 3.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders and judgments brought or issued against the EMPLOYER as a result of the action taken or not taken by the EMPLOYER under the provisions of this Article.
- 3.6 The EMPLOYER shall deduct from the wages of EMPLOYEES who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted monthly to the UNION.
- 3.7 All EMPLOYEES subject to the terms of this Agreement shall, as a condition of continued employment, become and remain members in the UNION. Upon hire, employees are covered by all contract articles EXCEPT Article XII (Disciplinary Procedure and discharge), which is the Employer's right during the applicable probationary period. The employer shall remit full share

fees or fair share fees to the union within 31-40 days upon receipt of payroll deduction forms from union members. In the event that an employee objects to paying for the UNION activities not related to the UNION's duties of collective bargaining, a non-membership fair share fee corresponding to the proportion of the UNION's total expenditures that support representational activities shall be assessed. All EMPLOYEES by this Agreement must tender their membership due to the UNION by voluntarily signing the Authorization for Payroll Deduction of UNION Dues Form Provided by the UNION.

EMPLOYEES who fail to comply with this requirement shall be discharged by the EMPLOYER within thirty (30) days after receipt of written notice to the EMPLOYER from the UNION.

- 3.8 The EMPLOYER shall submit to the UNION Field Representative on a bi-weekly basis, a listing of all new employees for the two-week period, including job classification and date hired.
- 3.9 The UNION shall inform all current and new union eligible employees about about union information including: duties, obligations, rights, membership, and dues. .
- 3.10 The EMPLOYER shall provide a payroll deduction for voluntary contributions to the UNION'S political action committee, providing a minimum of 25 EMPLOYEES choose to participate through payroll deduction.
- 3.11 A representative of the UNION shall be permitted thirty (30) minutes to meet with new employees of the bargaining unit at scheduled New Employee Orientation conducted by Human Resource (HR).

ARTICLE IV - PAID TIME OFF AND HOLIDAYS

4.1 Paid time off (PTO) shall be accrued by all full and part time EMPLOYEES prorated based upon actual hours worked and is eligible for use 90 calendar days from employment start date as follows:

4.1.1

Length of Service	PTO Hours Accrued for each Hour Worked (non-exempt and part-time exempt employees)	PTO Hours Accrue per Pay Period (26) (exempt full-time employees)	Maximum Annual Accrual Days (based on 40 hours per week)
Less than 1 Year	.0885	7.076	23
1 Year to 4 Years	.10769	8.615	28
4 Years to 5 Years	.11154	8.923	29
5 Years to 6 Years	.11538	9.231	30
6 Years to 7 Years	.11923	9.538	31
7 Years to 8 Years	.1231	9.846	32
8 Years to 9 Years	.1269	10.153	33
9 Years to 10 Years	.13075	10.461	34
10 Years to 11 Years	.1346	10.769	35
11 Years to 12 Years	.13845	11.076	36
12 Years to 14 Years	.1423	11.384	37
14+ Years	.14615	11.692	38

4.2 PTO shall not be taken previous to the time that it is earned. The PTO rate shall take effect the first day of the first full pay period following the signing of this Agreement by both parties.

4.3 PTO shall carry a cash value, upon successful completion of the initial probationary period equal to the salary at the time at which it is taken, and EMPLOYEES shall be allowed to cash in their vacation leave or PTO after it has been accrued when:

4.3.1 Employment with the EMPLOYER, terminates for any reason, however, in the case of voluntary resignation, a two-week written notice of resignation must be given to the EMPLOYEE'S supervisor.

4.3.2 They submit a written request to the Fiscal Department up to two times during the calendar year to cash in a maximum of 100 hours annually of vacation leave or PTO with prior approval of the Program Director.

4.4 EMPLOYEES must submit an electronic Time off Request in Workforce GO! for PTO to their immediate supervisor. Supervisors may deny the use of PTO due to business needs. PTO will not be denied if it will result in the EMPLOYEE losing the ability to accrue additional PTO hours.

For requests of 5 or more consecutive days off, at least 10 business days prior notice is required. For such requests, the supervisor (or their designee) will approve or deny, in

Workforce Go!the requested PTO within five (5) working days from when the request is received by the supervisor (or designee).

4.5 PTO may be accrued to a maximum of 408 hours.

4.6 The full and part time EMPLOYEES of the EMPLOYER shall observe the following holidays with benefit of their regular rate of pay for the hours normally scheduled to work on the day of observance as designated by the EMPLOYER:

New Year's Day	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
Independence Day	New Year's Eve
Labor Day	Floating Holiday (personal use—Employee's choice with prior supervisory approval)
American Heritage Day	

4.6.1 If a holiday occurs on Saturday, observance will be on the preceding Friday; if a holiday occurs on Sunday, observance will be on the following Monday.

4.6.2 When an EMPLOYEE is scheduled to work on a holiday, the EMPLOYEE shall receive a comparable day off at a time mutually agreed upon by the EMPLOYEE and supervisor during the pay period, or be paid their regularly scheduled hours in addition to hours worked.

4.6.3 An EMPLOYEE must have worked or have been on paid leave the day preceding or the day following the holiday to be eligible for holiday pay.

4.6.4 If a holiday falls on a day when the EMPLOYEE is not scheduled to work, the EMPLOYEE will be compensated with a day of pay reflecting one-fifth (1/5) of the EMPLOYEE'S weekly schedule.

4.6.5 Holiday pay is not considered hours worked and therefore not included in the calculation of overtime pay.

4.6.6 All full and part time employees will receive one (1) floating holiday each calendar year, to be taken in a full day increment only. . Floating holidays may not be accumulated, carried beyond December 31, or paid off (i.e. cashed out).

ARTICLE V - UNPLANNED LEAVE

- 5.1 When an employee experiences a situation in which unplanned time off from work (such as an illness) is required, they will be permitted to use their accrued Paid Time Off.
- 5.2 In case of prolonged illness, or where time without pay may be needed, the employee should contact Human Resources to apply for a leave of absence per the Leave of Absence Policy in the Employee Handbook.
- 5.3 Unplanned time off may be granted if member(s) of an EMPLOYEE'S immediate family as defined in Article 2.7 or as required by Minnesota Law are ill and require the EMPLOYEE'S presence, within the limits of the accumulation.
- 5.4 EMPLOYEES may be required to furnish a return to work form from a licensed medical professional for any absence due to illness or injury after five (5) consecutive working days, or for absences which are patterned, which shall specify the illness or other disorder, and that it is disabling in order for time off to be considered approved time off.
- 5.5 All EMPLOYEES must notify their immediate supervisor as soon as possible, but not later than 90 minutes prior to their normal scheduled starting hour of the working day of a request for unplanned time off. Failure to do so may result in the loss of pay for said period.
- 5.6 In the employment of new staff members, the passing of a satisfactory physical exam may be required. Periodic health examinations may also be requested at the expense of the EMPLOYER, using a licensed medical professional to be selected by the EMPLOYER.

ARTICLE VI - OTHER LEAVE

- 6.1 PARENTAL LEAVE: Leave without pay will be granted to eligible EMPLOYEES for up to six (6) months following the birth or adoption of the EMPLOYEE'S child.

EMPLOYEES with at least three (3) consecutive years of employment with the EMPLOYER immediately preceding the commencement of the leave may be eligible. EMPLOYEES must submit an electronic Leave of Absence request for approval at least thirty (30) days in advance of said leave. The request must contain a commitment as to the date on which the EMPLOYEE will return to work. Failure to report to work on the date specified shall be considered a voluntary resignation.

- 6.2 JURY DUTY: EMPLOYEES summoned for jury duty will receive their full compensation for the period they are required to serve.

- 6.3 MILITARY LEAVE: EMPLOYEES who are members of the uniformed services shall be eligible for leave with pay for military training for up to 15 days per calendar year. Such leave of absence shall not be deducted from the EMPLOYEE'S vacation leave. The AGENCY shall reimburse EMPLOYEES for the difference between military pay received and the regular pay. The EMPLOYEE may elect to attend military training on leave without pay status and retain the military pay. EMPLOYEES who are called to active duty shall be granted leave without pay and shall be entitled to return in accordance with MN Statutes 192.26 and 192.261 and the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994. The EMPLOYEE shall present the EMPLOYER with official copies of the orders received. The EMPLOYEE shall apply for such leave as soon as the necessity for such leave is known. EMPLOYEES and their eligible dependents will be allowed to continue health and welfare benefits as described by the carriers of those benefits.

- 6.4 TRAINING OR CONFERENCE LEAVE: Training or conference leave may be granted to EMPLOYEES to attend trainings or conferences that are applicable to their job description, regardless of the EMPLOYER'S decision to subsidize. Time for such leave will be in accordance with the EMPLOYEE'S regular rate of pay and normally scheduled hours of work. A request must be submitted and approved by the Program Director prior to the time of leave.

- 6.5 FUNERAL LEAVE: Leave of up to three (3) working days, with pay, shall be approved for any full and part time staff to attend a funeral for immediate family as defined in Article 2.7. Said leave shall be approved by the direct supervisor, in advance of said leave.

6.5.1 FUNERAL LEAVE FOR EXTENDED FAMILY: Leave of up to one (1) working day, with pay, shall be approved for any full or part time staff to attend a funeral for extended family as defined in Article 2.7.1. Said leave shall be approved by the direct supervisor in advance of said leave.

- 6.6 PTO DONATION PROGRAM: The PTO Donation Program allows employees to donate a portion of their accrued vacation leave time to a PTO donation bank that can be accessed by employees who are experiencing a crisis situation, such as a medical emergency of their own

or of a family member that results in frequent absences from work. Employees who wish to donate hours to the PTO Donation Bank need to contact Human Resources to determine eligibility and procedures for donation.

The maximum amount of PTO leave that an employee may donate per request is 15% of their accrued balance at the time the donation request is made, not to exceed 40 hours total per calendar year. Unused PTO in the PTO Donation Bank will be eliminated at the end of each calendar year.

To be eligible to receive donated PTO, a recipient must be an employee who is eligible to accrue and use PTO. Employees who wish to receive donated PTO hours should contact Human Resources for further information and program guidelines.

6.7 TIME OFF FOR UNION BUSINESS: To the extent that absence from work does not substantially interfere with the Employer's operations, properly designated Union representatives shall be allowed time off for legitimate union business such as local or state Union meetings or trainings. The employee shall furnish their designated supervisor written notice of their intention to attend such a function at least one week in advance of the date(s), and the request is subject to the supervisor's approval based on program needs. Approved time off shall not be detrimental in any way to the Employee's record. The maximum leave without pay per employee to be used for union duties may not exceed five (5) business days in any given calendar year.

6.8 The Agency will pay for the EMPLOYEE's time spent representing the UNION in the following situations: investigations, grievances, disciplinary meetings, Labor Management Committee (LMC) meetings and business related to LMC meetings, new hire orientation, and negotiation meetings (where both parties are present). All other business is considered UNION business and is not paid by the Agency. The EMPLOYEE shall furnish their designated supervisor written notice of their intention to attend such a function at least 24 hours in advance of the date(s).

ARTICLE VII - INSURANCE AND RETIREMENT

- 7.1 The EMPLOYER shall continue to provide insurance coverage for its full and part time EMPLOYEES.
- 7.2 The current employer contribution toward health insurance premiums will continue
- All increases in the cost of EMPLOYEE dental insurance premiums shall be borne fifty percent (50%) by the EMPLOYER and fifty percent (50%) by the EMPLOYEE. The selection of the insurance carrier and policy shall be made by the EMPLOYER. Medical insurance increase to be split (65%) to the EMPLOYER and (35%) to the EMPLOYEE.
- 7.3 The EMPLOYEE'S share of the premiums for group insurance coverage will be paid by the EMPLOYEES that are laid-off, up to 100 days, where such lay-off is contemplated as temporary, providing the EMPLOYEE has indicated an intent to return to work for the EMPLOYER and he/she remains unemployed during that time. The EMPLOYER will continue to pay the EMPLOYER'S share of the insurance premium during the temporary lay-off if the laid off EMPLOYEE continues to make their premium payment.
- 7.4 The EMPLOYER will pay the full premium on life insurance of one times annual earnings up to \$20,000 and short-term disability insurance.
- 7.5 The EMPLOYER shall provide a retirement plan for EMPLOYEES. The EMPLOYER shall match up to 3% of eligible employees' earnings. EMPLOYEES will be eligible to participate in the plan after ninety (90) days of continuous service by the EMPLOYEE. For any EMPLOYEE not contributing to the retirement fund after two years of continuous service, the EMPLOYER shall contribute 1% of eligible employee's earnings.
- 7.6 The EMPLOYER shall provide a Section 125 benefit plan which is optional for EMPLOYEE participation.
- 7.7 A Labor Management Committee comprised of two union representatives and two members of management will review health and dental insurance proposals.

ARTICLE VIII – HOURS OF WORK

- 8.1 Each employee regularly scheduled to work four (4) or more hours per day shall be granted one (1) paid 15-minute duty free rest period for each four (4) hours of scheduled work. Each employee scheduled to work six (6) or more hours per day shall be allowed a 30-minute unpaid lunch period. Schedules will be determined by the direct supervisor. An employee may combine paid rest periods and the unpaid lunch period, with supervisory approval..
- 8.2 Normal office and center working hours will be determined by the appropriate Program Director. However, at no time shall the normal work week be considered to be in excess of forty (40) hours. Anything beyond forty (40) hours will be considered overtime.
- 8.2.1 Absent circumstances beyond the control of the Employer, it will provide employees with at least a two (2) week notice of a permanent change in an employee's regular work schedule. Permanent schedule changes will be communicated to employees by Human Resources.
- 8.3 EMPLOYEES will be reimbursed for approved expenses incurred through their jobs and for the benefit of the EMPLOYER, in accordance with the maximum amounts allowable under applicable EMPLOYER regulations.
- 8.3.1 Full-time EMPLOYEES may be eligible for educational reimbursement for job related classes or seminars with prior approval of the Program Director.
- 8.3.2 Mileage will be reimbursed at the Federal Rate for actual miles driven, within reason.
- 8.4 EMPLOYEES called into work on a regularly scheduled day off shall be paid for a minimum of four (4) hours work provided they actually report to work.
- 8.5 Additional evening/weekend event hours beyond the regular scheduled work week will be announced thirty (30) days prior to the event.. Current staff will be given the opportunity to express an interest in available hours. Extra scheduled hours will be offered from the seniority list of qualified staff in order of agency seniority within each job classification for each event. Hourly EMPLOYEES shall not work more than one (1) evening event per week unless there are no other available staff for the event. EMPLOYEES who elect to work the evening/weekend hours will not receive Holiday pay for the event hours if the event is cancelled due to a holiday. EMPLOYEES also may not use vacation or sick leave for evening/weekend event hours.
- Staff may be required to complete training to qualify as a childcare provider for an event or activity.
- 8.5.1 If an employee is required to participate in an agency activity outside of normal working hours (e.g. evening hours) the employee and their supervisor will arrange for an adjustment in the employee's schedule to allow them to participate in the required activity.

- 8.6 If the Executive Director declares the entire agency closed due to inclement weather and/or environmental hazards as determined by Federal, State, or local authorities, EMPLOYEES shall receive straight time pay for the hours normally scheduled to work. If the entire AGENCY does not close but the employee leaves early or does not come in, then the EMPLOYEE will use vacation leave, PTO or leave without pay. Employees who request PTO within 24 hours of the agency closing due to inclement weather will get their PTO refunded.
- 8.6.1 The Executive Director may close individual work sites when local conditions warrant such closing. EMPLOYEES shall receive straight time pay for the hours normally scheduled to work if the site is closed for 24 hours or less. If the site is closed for longer, the EMPLOYEE will be relocated to an alternate site which may include working from home.
- 8.7 Employees who are released from their work assignments and required to attend conferences or training shall lose no basic straight time pay for such normal work hours.

ARTICLE IX - MISCELLANEOUS PROVISIONS

- 9.1 Negotiated issues will result in a memorandum of understanding between the parties and will be binding for the duration of the current contract.
- 9.2 The Agency Director or Designee will notify the UNION in writing about Agency fiscal issues that might significantly impact jobs or wages of bargaining unit employees, including availability of Head Start quality improvement funds. The Agency Director or Designee will upon request meet and confer with UNION representatives to discuss the distribution of new quality funds or other fiscal issues affecting bargaining unit EMPLOYEES.
- 9.3 In the event that any funding source makes program quality funds available, wages and/or benefits will be distributed based on the recommendations of the appropriate program director and advisory body.

ARTICLE X – JOB OPENINGS

- 10.1 All vacancies covered by this contract that occur during the program year shall be advertised within the AGENCY for a minimum of 5 business days, and a vacancy notice with salary and qualifications for such vacancies shall be posted on the CAPRW website. An email of open jobs will be sent to all employees weekly and sent to all work sites for posting.
- 10.2 EMPLOYEES will be eligible to submit an application for consideration during the posting period
- 10.3 If more than one EMPLOYEE is considered a final candidate to an AGENCY job, and is considered to be equally qualified, the job will be offered to the EMPLOYEE who has been employed with the AGENCY for the longest period of time. However, for those units within the AGENCY that are determined to be in noncompliance with the AGENCY'S Affirmative Action Policy, seniority will be secondary consideration to Affirmative Action.
- 10.4 For those units within the AGENCY that are determined to be in noncompliance with the AGENCY'S Affirmative Action goals, prior to selection of a qualified individual for the vacancy, there shall be a determination whether there is an application from a current EMPLOYEE who is a qualified member of the protected class regarding which the unit is in noncompliance. If there is such an in-house applicant, the procedure shall then continue as provided in this Article. However, if there is no in-house application from a qualified member of such protected class, no in-house selection shall be considered together with such applicants as shall apply from outside the AGENCY. Efforts shall be made to secure applications from protected class members. Selection shall be made on the sole basis of qualifications without regard to race, color, age, sex, disability, religion, national origin, marital status, sexual orientation, political belief, or public assistance status.
- 10.5 Any EMPLOYEE who is not selected for the position for which he/she applied shall receive prompt notice.
- 10.6 Any EMPLOYEE wishing to apply for an open position (not merely transfer to another location) may submit an employment application during the in-house posting period for any vacancy which occurs within the AGENCY. (See 15.2.2 for information about transferring locations.)

No EMPLOYEE shall be forced to vacate or apply for the position they occupy as the result of a change in job title. Reduction in staff shall comply with Article XIV. This section is not applicable when requirements and/or duties of a position change due to programmatic needs.

ARTICLE XI - PROBATION

- 11.1 **NEW EMPLOYEES:** An EMPLOYEE covered by this contract is on probation during the first six working months after employment. Grievance and appeal procedures shall not be available to such EMPLOYEES. Probation may be extended for one thirty (30) day period. Lay off time shall not be counted in the calculation of the probation period.
- 11.2 **PROMOTED AND LATERALLY TRANSFERRED-EMPLOYEES:** Promoted or Laterally Transferred EMPLOYEES, eligible for the UNION, shall be placed on probation during the first 90 calendar days in the new position. A promoted or laterally transferred EMPLOYEE on probation shall have all benefits and rights of a regular status EMPLOYEE, which means that they shall have access to the appeal procedures as related to the employee's return to their previous position.
- 11.3 **PROMOTED OR LATERALLY TRANSFERRED PROBATIONARY EMPLOYEES:** Promoted and laterally transferred probationary EMPLOYEES who are found to be unsatisfactory will be returned to a position equivalent to their prior position. EMPLOYEES with five or more years of seniority shall be returned to the position the EMPLOYEE left or if the position no longer exists, to a position equivalent to their prior position.
- 11.4 An EMPLOYEE who fails to pass probation or who has elected to return to the classification held prior to their promotion, (for as long as thirty (30) employer working days following the promotion) will have their salary adjusted back to the same grade and step held immediately prior to the promotion. Time spent at the other grade will be counted when calculating increases due to tenure in a grade. Progression continues as though there were no break in grade.
- ENDING PROBATIONARY STATUS:** A review of the EMPLOYEE'S performance will be conducted at the end of the probationary period by the immediate supervisor and reviewed with the EMPLOYEE.
- 11.5 EMPLOYEES promoted outside the bargaining unit have until satisfactory completion of the new probationary period to return to the bargaining unit without loss of bargaining unit seniority.

ARTICLE XII - DISCIPLINARY PROCEDURE

Disciplinary action may be taken for just cause and subject to the following provisions:

- 12.1 **VERBAL WARNING:** This means of correcting an EMPLOYEE after misconduct is normally used by the immediate supervisor. This simply means that the EMPLOYEE is corrected by word of mouth, their errors are explained and a warning is given that work and/or EMPLOYEE'S conduct must improve. The verbal warning should be administered as soon as possible after the EMPLOYEE has been found guilty of violating procedure, and in private, where appropriate. The verbal warning is not subject to the grievance procedure. A written summary will be provided by the supervisor to the EMPLOYEE and Human Resources and added to the EMPLOYEE's personnel file.
- 12.2 **WRITTEN WARNING:** A written warning can be used for some first offenses of a serious nature and otherwise only after the EMPLOYEE has received at least one verbal warning. A written warning indicates to the EMPLOYEE that official notice has been taken of their unsatisfactory conduct and entered into their personnel file. It is also notice that future misconduct of the same type may not be excused and may result in discharge. The written warning is subject to the grievance procedure.
 - 12.2.1 **INVESTIGATION:** Employees are entitled to union representation when the employee is part of an investigation; Management will provide a 24-hour notice of a pending investigation. It is the employee's responsibility to secure union representation.
- 12.3 **SUSPENSION:** Suspension can be used for some first offenses of a serious nature and otherwise only after the EMPLOYEE has received at least one written warning. The EMPLOYEE, UNION President, and Field Representative shall be advised of the suspension action and its duration verbally and/or in writing or by e-mail. Any notice of suspension is subject to grievance procedure.
- 12.4 **DISCHARGE:** Discharge can be used for some first offenses of a serious nature and otherwise only after the EMPLOYEE has received at least one written reprimand. The EMPLOYEE shall be advised of discharge action verbally and in writing. Any notice of discharge shall state specifically all grounds for discharge. Discharges are subject to the grievance procedure. The UNION President and Field Representative shall also be notified of discharge action in writing.
 - 12.4.1 An EMPLOYEE who has been discharged may request to resign by submitting a written resignation letter to Human Resources within five (5) days of discharge. The effective date of the resignation shall remain the same date as the date of the discharge.

ARTICLE XIII - GRIEVANCE PROCEDURE

- 13.1 The grievance procedure is established for the purpose of resolving disputes with equity and dispatch for all EMPLOYEES covered by this contract.
- 13.2 The EMPLOYER shall recognize the steward or alternate selected in accordance with UNION rules and regulations as the grievance representative of the Bargaining Unit. The UNION shall notify Human Resources in writing of the names of all the stewards and alternates annually. The UNION will also notify Human Resources of their successors, when so named.
- 13.3 A grievance for the purpose of process under this Article shall be defined only as a dispute involving the application or interpretation of this contract or applicable governmental regulations regarding personnel.
- 13.3.1 The Employer will comply with information requests involving disciplinary actions of bargaining unit Employees in accordance with applicable law. The Employer will respond to such requests in a timely manner, normally five (5) business days, and in written format.
- 13.4 Such grievances shall be resolved in the following manner:

NO STEPS WILL BE PASSED WITHOUT WRITTEN MUTUAL CONSENT.

- 13.4.1 **STEP 1:** An EMPLOYEE claiming violation of the interpretation or application of this AGREEMENT shall, within ten (10) business days after such alleged violation has occurred, the UNION will present such grievance in writing to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYEE'S written request for step one will include current date, date of alleged incident, and the nature of the grievance. The supervisor will discuss with the grievant and the union within five (5) business days of receiving the grievance. The supervisor will give a written answer within five (5) business days after the meeting is held.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision(s) of the AGREEMENT allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) business days after the supervisor's final answer to Step 1.

All suspension grievances filed under this process will begin at the Second Step.
All termination grievances filed under this process will begin at the Third Step.

- 13.4.2 **STEP 2:** If appealed, the written grievance shall be presented by the UNION to the supervisor at the next management level. Within five (5) business days of receiving the written grievance, that supervisor shall meet with the aggrieved EMPLOYEE and UNION representatives. The Human Resources Director shall be informed of the scheduled meeting. The supervisor shall give the UNION Representative the EMPLOYER'S Step 2 answer in writing within five (5) business days of such meeting. A grievance not

resolved in Step 2 may be appealed to Step 3 within ten (10) business days following the supervisor's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) business days from the date of the written grievance response shall be considered waived.

13.4.3 **STEP 3:** The UNION representatives will present the Step 3 Grievance to the Executive Directors. The UNION Representatives and the aggrieved EMPLOYEE'S program director shall meet with the Executive Director or their designee in the absence of the Executive Director within five (5) business days of submission in writing of the grievance. The EMPLOYER shall respond in writing within five (5) business days of the meeting to Step 3.

13.4.4 **STEP 4:** A grievance unresolved by Step 3 and referred in writing within ten (10) business days will be submitted to the Minnesota Bureau of Mediation Services.

13.4.5 **STEP 5:** If a grievance remains unresolved at Step 4, within ten (10) business days, either party shall submit in writing to the other party, its intent to pursue arbitration. A single arbitrator, whose name shall be selected from a list of five (5) arbitrators supplied by the Director of the State Bureau of Mediation Services, will be chosen. The arbitrator's decision shall be final and binding upon all parties. The specific arbitrator for each grievance shall be selected by the parties alternately striking names until one remains.

The arbitrator's authority will be limited to grievances based on alleged violation of application, interpretation or coverage of this contract.

Fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pay for the record.

13.5 Failure by either side to observe written timelines in the procedure shall constitute resolution in favor of the other party. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

ARTICLE XIV - REDUCTION OF STAFF

14.1 A reduction of the work force will usually be accomplished by laying off EMPLOYEES in the inverse order of their AGENCY seniority within the classification and program/department affected by the lay-off, except when a specific position/s has been eliminated due to the closing of a work site or program.

14.1.1 The AGENCY will give EMPLOYEES due for lay-off ten (10) business days' notice.

14.2 An EMPLOYEE faced with permanent lay-off, may be eligible to maintain active employment by executing in the-prescribed order steps 14.2.1 through 14.2.4. It is the EMPLOYEE'S responsibility to notify the EMPLOYER of their intent to implement these steps. Failure to implement before lay-off date constitutes relinquishment by the EMPLOYEE of any future claim to implement Article 14.2. Requests for implementation will be maintained in the EMPLOYEE'S permanent employment file. An EMPLOYEE faced with permanent lay off may:

14.2.1 move to any vacant union-eligible position within the AGENCY, provided that the vacancy is within the same job classification which the EMPLOYEE holds at the time of lay-off; OR

14.2.2 bump to the union-eligible position which is occupied by the EMPLOYEE with the least AGENCY seniority within the AGENCY in a classification which the employee holds at the time of lay-off; OR

14.2.3 bump the EMPLOYEE, in the union-eligible position that the laid-off EMPLOYEE previously held within the AGENCY, conditioned upon the EMPLOYEE doing the bumping has enough AGENCY seniority to bump the EMPLOYEE with the least AGENCY seniority.

14.2.4 Any EMPLOYEE exercising 14.2.1 through 14.2.3 must be able to meet the current qualifications of the position into which the EMPLOYEE bumps within thirty (30) calendar days of notifying the EMPLOYER of the intent to implement bumping steps.

14.3 EMPLOYEES shall be recalled from lay-off according to their seniority within the job classification. No new EMPLOYEES shall be hired to a position from which staff has recall rights.

EMPLOYEES who have not minimally exercised their right to bump through 14.2.3 will then be considered to have voluntarily resigned and will not be subject to recall, unless acceptance of such a position would have resulted in a reduction in salary of greater than 10%. This does not apply to the seasonal lay-offs.

EMPLOYEES having benefited from 14.2.1, 14.2.2 or 14.2.3 will no longer be subject to recall to their previously held position or program.

14.4 Any EMPLOYEE on lay-off shall have an opportunity to return to work in the same classification within one (1) year of the lay-off before a new EMPLOYEE is hired for that classification.

However, any EMPLOYEE on lay-off who is notified by registered mail at their last known address to return to work shall have five (5) working days to indicate intent to return and fifteen (15) working days from the date of the registered mail to return. An EMPLOYEE who fails to meet these time limits shall be considered to have voluntarily terminated employment.

- 14.5 Laid off EMPLOYEES are encouraged to apply for vacant positions within the AGENCY. In the event that more than one laid off EMPLOYEE is being considered for rehire, and all other things are equal, AGENCY seniority will be the determining factor.
- 14.6 EMPLOYEES laid off on a temporary basis shall be able to retain all Paid Time Off. EMPLOYEES shall be sent prior written notice as to their return to work date. Affected EMPLOYEES shall respond in writing to the Human Resources Department at least one (1) month or 30 days prior to the date they have been notified to report for recall of their intent to return to work.
- 14.7 Laid off EMPLOYEES have twelve (12) months from time of lay-off to return to work without loss of benefits (seniority, accrued PTO.) No benefits, including seniority, accrue during lay-off.
- 14.8 The EMPLOYER will include temporary and relief job vacancies on its website along with regular job vacancies.
- 14.9 In the event that the Agency experiences an emergency closure which results in an employee being laid off, the Agency will provide employees a 10 working days grace period to return to work from the date of recall. The Agency will not be obligated to retain a position for employees who do not return to work within the designated grace period.

ARTICLE XV - GENERAL PROVISIONS

- 15.1 The AGENCY agrees that it shall notify all EMPLOYEES of the status of all funding as soon as possible and of the AGENCY'S intent to subcontract any work currently performed by members of the bargaining unit which would result in a layoff.
- 15.2 The AGENCY has the right to relocate staff, if necessary, within the program provided that such relocation does not change job classifications. Staff will be given fifteen (15) working days' notice of regular relocations, one week notice for temporary relocations (of 30 days or less) and as much notice as possible for an emergency relocation. This article does not apply to positions with float designations as these positions may be assigned to a number of various locations.
- 15.2.1 If two or more employees are affected, the relevant supervisor will notify the employee and a UNION representative prior to the time of transfer of the reasons for initiating this action.
- 15.2.2 An EMPLOYEE may express interest to the Human Resources Department to transfer to another location at any time. Human Resources will contact the appropriate supervisor/manager with the request. The AGENCY has the right to deny the request.
- 15.3 Except as otherwise indicated, no change shall be made in any of the above articles affecting working hours and wage schedules until the EMPLOYEES and their UNION representatives have been duly notified and have been given opportunity to be heard on the proposed change.
- 15.4 It is agreed that the EMPLOYER can employ interns as short-term temporary EMPLOYEES; that some interns will not be paid wages due to the nature of the program in which they are involved (wages paid by a third party, wages not allowed by program providing intern, intern volunteers or desires no wages, etc.); that such interns be assigned within the AGENCY as needed but will be classified as "Intern" insofar as the AGENCY'S Wage and Salary Schedule and Personnel Policies are concerned; and that at no time shall such interns be used in place of full or part time AGENCY staff.
- 15.5 Negotiations for renewal or other changes in this contract shall be commenced upon written request of either party within thirty (30) days of termination and at any other time upon written consent of both parties.
- 15.6 No discrimination shall be exercised against any EMPLOYEE because of membership in the UNION or because of race, creed, sex, color, religion, or political belief, national origin, age, disability, marital status, sexual orientation, or public assistance status, subject to applicable federal/state/local laws and regulations.
- 15.7 The EMPLOYER shall not enter into any agreements with the EMPLOYEES coming under the jurisdiction of this AGREEMENT, either individually or collectively, which in any way conflict with the terms and conditions of the contract.
- 15.8 The EMPLOYER and its agents shall be prohibited from interfering with, restraining, intimidating

or coercing any EMPLOYEE in the exercise of the rights under this AGREEMENT.

- 15.9 Full time EMPLOYEES may be eligible for educational reimbursement for job related classes or seminars with prior approval of the Program Director or Senior Director

ARTICLE XVI - WAGE AND SALARY POLICY/OVERTIME

- 16.1 Wages for all covered EMPLOYEES shall be in accordance with the attached and herewith incorporated written Wage and Salary Grid.
- 16.1.1 Progression of EMPLOYEES through the Wage and Salary Grid shall not be affected by temporary layoff from the Program except during the probationary period
- 16.1.2 Progression of EMPLOYEES through the Wage and Salary Grid shall not be affected by parental or disability leaves of up to six months duration.
- 16.1.3 Progression of EMPLOYEES through the Wage and Salary Grid shall not be affected by the EMPLOYER'S performance review schedule.
- 16.2 Employees will be compensated for any assigned work performed in excess of forty (40) hours in any given one (1) week period at the rate of time and one-half. Paid time off, such as PTO and Holidays will not be considered as time worked for the purpose of calculating overtime. Whenever possible, a minimum of twenty-four (24) hours' notice must be given to employees who are required to work in excess of eight (8) hours in any twenty-four (24) hour period. Employees may refuse to work in excess of forty (40) hours in a week.
- 16.3 **April 1, 2023** – All employees will receive the COLA increase based on the Federal head Start COLA amount (5.6%) from Federal Funding sources.
- April 1, 2024 – There will be a 1% increase for all steps in the wage grid.
- In addition, all employees will receive the COLA increase based on the Federal Head Start COLA funding received by the Agency. If the Federal Head Start COLA received by the Agency is under 2% the agency will give all employees a 2% increase to wages.
- 16.4 When an EMPLOYEE demotes to a position with a lower pay grade, the EMPLOYEE'S wage will be reduced to the designated grade for that position. The designated step will reflect continuous service and will include the time spent at the higher grade (The step remains the same as the step in the position prior to the demotion).
- 16.5 If the reclassification/reevaluation of a position results in a decrease in salary range, the decrease will be implemented as in 16.4.
- 16.6 Any extra scheduled hours will be given by agency seniority to any employee (within the job classification for which the extra scheduled hours are assigned) who does not have 40 hours within the work week.
- 16.7 Extra scheduled hours that would result in overtime will be assigned on a rotation basis beginning with the most senior (agency seniority) employee, within the given job classification.

Rotation will start over the first day of each month.

- 16.8 Extra scheduled hours that are for a specific location, requiring the employees from that location to be in attendance, would be exempt from the above clauses.
- 16.9 Positions requiring EMPLOYEES to use bilingual skills, as identified by the agency, shall be paid according to the wage grid.
- 16.10 A shift differential will be paid when a job classification has either a day or evening shift and a corresponding night shift where EMPLOYEES are scheduled to work more than half their shift between the hours of 10 p.m. and 6 a.m. The shift differential shall be \$1.00 per hour, for each hour of the shift, awarded to those EMPLOYEES working more than half their shift between the hours of 10 p.m. and 6 a.m.
- 16.11 Any EMPLOYEE directed by MANAGEMENT to assume the duties of a higher position for a period more than three (3) business days, within a pay period shall be compensated at least 6% of the EMPLOYEE'S current hourly rate, but not less than the minimum of the higher pay range, whichever is greater. Compensation shall begin upon assuming the higher position and shall be in accordance with the approved compensation plan.
- 16.12 When an EMPLOYEE promotes to a new position, the employee will be compensated at least 6% of the EMPLOYEE'S hourly rate in the regular position held prior to the promotion, but not less than the minimum of the higher pay range, whichever is greater. Compensation shall begin upon assuming the higher position and shall be in accordance with the approved compensation plan.
- 16.13 When an EMPLOYEE applies and is selected for a position that is in the same pay band as the EMPLOYEE's current position, the EMPLOYEE will remain at the same grade and step in the new position. This is referred to as a lateral move.

ARTICLE XVII - MANAGEMENT RIGHTS

- 17.1 The EMPLOYER retains sole right to operate and manage all manpower, facilities, equipment and operating supplies; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial functions not specifically limited by this AGREEMENT.
- 17.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.
- 17.3 The EMPLOYER has the right to deny an EMPLOYEE'S written request to rescind their written resignation if the request is made after one (1) working day of delivery of the resignation.

ARTICLE XVIII - TERM OF AGREEMENT

- 18.1 The term of this contract shall be from April 1, 2023 until March 31, 2025. This contract shall remain in force and effect until superseded or amended.
- 18.2 Unless otherwise specified in this contract, all terms and provisions shall take effect on the day after it has been signed by both parties.

ARTICLE XIX - WAGE & COMPENSATION PLAN

19.1 The EMPLOYER's Compensation Plan is as follows

STEP A - is the entrance pay step. EMPLOYEES will remain in this step for six months.

STEP B - Employees remain in this step for six (6) months.

STEP C - Employees remain in this step for twelve (12) months.

STEP D-R - Employees remain in each step for two (2) years before moving to the next available step.

19.2 EMPLOYEES who have had their salary grade changed due to a reevaluation of their job description will continue progression through the steps without recognition of the grade change.

19.3 No merit increases for EMPLOYEES covered under this contract.

19.4 At the discretion of the Hiring Manager, in consultation with Human Resources and the Program Director or Sr. Director, a new employee may be hired at a wage starting between step A and D in the grade the position is assigned when the candidate (future employee) has relevant past work experience beyond the requirements of the position as stated in the job posting. The employee will then move through the steps in the grid according to the regular schedule based on the time in each step.

ARTICLE XX – WAGE & SALARY GRID

Community Action Partnership of Ramsey & Washington Counties DBM Wage & Salary Grid COLA Effective April 1, 2023

DBM Level -Time & Step	Minimum A (6 months)	B (6 months)	C (1 year)	D (2 years)	E (2 years)	F (2 years)	G (2 years)	H (2 years)	I (2 years)	J (2 years)	K (2 years)	L (2 years)	M (2 years)	N (2 years)	O (2 years)	P (2 years)	Q (2 years)	Maximum R
A13	\$16.70	\$17.25	\$17.80	\$18.36	\$18.78	\$19.49	\$20.03	\$20.60	\$21.13	\$21.70	\$22.24	\$22.82	\$22.97	\$23.12	\$23.25	\$23.35	\$23.48	\$23.60
B21	\$17.66	\$18.27	\$18.85	\$19.43	\$19.86	\$20.61	\$21.19	\$21.79	\$22.37	\$22.97	\$23.55	\$24.14	\$24.29	\$24.45	\$24.60	\$24.73	\$24.85	\$24.97
B22	\$18.64	\$19.26	\$19.86	\$20.50	\$20.97	\$21.72	\$22.35	\$22.98	\$23.59	\$24.22	\$24.83	\$25.46	\$25.64	\$25.79	\$25.92	\$26.05	\$26.17	\$26.30
B23	\$19.60	\$20.25	\$20.91	\$21.55	\$22.05	\$22.88	\$23.50	\$24.16	\$24.82	\$25.47	\$26.11	\$26.76	\$26.96	\$27.12	\$27.27	\$27.43	\$27.56	\$27.70
B24/B31	\$20.82	\$21.50	\$22.18	\$22.90	\$23.41	\$24.27	\$24.94	\$25.68	\$26.35	\$27.05	\$27.74	\$28.41	\$28.62	\$28.79	\$28.97	\$29.11	\$29.26	\$29.40
B25/B32	\$22.24	\$23.00	\$23.75	\$24.47	\$25.04	\$25.94	\$26.71	\$27.44	\$28.16	\$28.94	\$29.66	\$30.41	\$30.60	\$30.80	\$30.98	\$31.12	\$31.29	\$31.45
C41	\$22.52	\$23.46	\$24.40	\$25.34	\$26.07	\$27.20	\$28.14	\$29.09	\$30.01	\$30.96	\$31.89	\$32.84	\$33.07	\$33.33	\$33.56	\$33.78	\$33.93	\$34.10
C42	\$23.45	\$24.42	\$25.41	\$26.38	\$27.15	\$28.32	\$29.31	\$30.29	\$31.27	\$32.24	\$33.21	\$34.20	\$34.45	\$34.71	\$34.94	\$35.17	\$35.34	\$35.52
C42/BA *	\$24.10	\$25.08	\$26.07	\$27.05	\$27.82	\$28.99	\$29.99	\$30.98	\$31.96	\$32.93	\$33.92	\$34.90	\$35.15	\$35.41	\$35.64	\$35.88	\$36.06	\$36.24
C43	\$24.38	\$25.40	\$26.40	\$27.42	\$28.23	\$29.44	\$30.46	\$31.50	\$32.50	\$33.52	\$34.51	\$35.52	\$35.81	\$36.10	\$36.33	\$36.55	\$36.74	\$36.93
C44	\$25.84	\$26.92	\$27.98	\$29.06	\$29.92	\$31.21	\$32.28	\$33.38	\$34.45	\$35.53	\$36.58	\$37.65	\$37.96	\$38.26	\$38.51	\$38.74	\$38.95	\$39.14
C45	\$27.39	\$28.54	\$29.67	\$30.81	\$31.72	\$33.08	\$34.22	\$35.39	\$36.52	\$37.66	\$38.78	\$39.91	\$40.24	\$40.56	\$40.82	\$41.06	\$41.29	\$41.50
C45QC1**	\$31.51	\$32.57	\$33.65	\$34.78	\$35.95	\$37.15	\$38.40	\$39.68	\$40.98	\$42.19	\$43.39	\$44.63	\$45.79	\$46.93	\$48.10	\$49.30	\$50.45	\$50.70

* C42/BA differential is for Teacher positions only.

** C45QC1 For Auditors that are QC certified only

BILINGUAL

DBM Level -Time & Step	Minimum A (6 months)	B (6 months)	C (1 year)	D (2 years)	E (2 years)	F (2 years)	G (2 years)	H (2 years)	I (2 years)	J (2 years)	K (2 years)	L (2 years)	M (2 years)	N (2 years)	O (2 years)	P (2 years)	Q (2 years)	Maximum R
A13	\$17.12	\$17.68	\$18.27	\$18.81	\$19.39	\$19.97	\$20.54	\$21.10	\$21.68	\$22.23	\$22.82	\$23.38	\$23.54	\$23.67	\$23.83	\$23.94	\$24.07	\$24.19
B21	\$18.13	\$18.71	\$19.32	\$19.93	\$20.53	\$21.11	\$21.72	\$22.32	\$22.94	\$23.54	\$24.14	\$24.74	\$24.89	\$25.06	\$25.21	\$25.35	\$25.47	\$25.60
B22	\$19.10	\$19.73	\$20.36	\$21.00	\$21.65	\$22.26	\$22.93	\$23.55	\$24.19	\$24.82	\$25.46	\$26.09	\$26.26	\$26.45	\$26.59	\$26.73	\$26.86	\$27.00
B23	\$20.07	\$20.76	\$21.44	\$22.09	\$22.77	\$23.42	\$24.11	\$24.77	\$25.43	\$26.10	\$26.76	\$27.44	\$27.65	\$27.80	\$27.97	\$28.11	\$28.26	\$28.40
B24/B31	\$21.32	\$22.04	\$22.74	\$23.45	\$24.16	\$24.86	\$25.57	\$26.29	\$27.00	\$27.72	\$28.41	\$29.14	\$29.33	\$29.51	\$29.68	\$29.83	\$29.99	\$30.14
B25/B32	\$22.82	\$23.57	\$24.31	\$25.08	\$25.84	\$26.62	\$27.36	\$28.12	\$28.89	\$29.65	\$30.41	\$31.14	\$31.38	\$31.57	\$31.75	\$31.91	\$32.08	\$32.24
C41	\$23.10	\$24.06	\$25.00	\$25.95	\$26.92	\$27.88	\$28.84	\$29.80	\$30.75	\$31.72	\$32.68	\$33.66	\$33.91	\$34.19	\$34.40	\$34.61	\$34.80	\$34.97
C42	\$24.05	\$25.04	\$26.02	\$27.05	\$28.04	\$29.05	\$30.03	\$31.04	\$32.02	\$33.03	\$34.03	\$35.02	\$35.32	\$35.56	\$35.81	\$36.07	\$36.24	\$36.42
C42/BA *	\$24.70	\$25.69	\$26.68	\$27.72	\$28.71	\$29.73	\$30.71	\$31.73	\$32.71	\$33.73	\$34.74	\$35.73	\$36.04	\$36.28	\$36.53	\$36.78	\$36.96	\$37.14
C43	\$24.97	\$26.02	\$27.07	\$28.10	\$29.15	\$30.20	\$31.21	\$32.27	\$33.30	\$34.34	\$35.39	\$36.42	\$36.70	\$37.00	\$37.25	\$37.48	\$37.66	\$37.85
C44	\$26.44	\$27.55	\$28.67	\$29.75	\$30.88	\$31.98	\$33.05	\$34.18	\$35.26	\$36.36	\$37.48	\$38.56	\$38.86	\$39.18	\$39.44	\$39.69	\$39.92	\$40.12
C45	\$27.96	\$29.14	\$30.31	\$31.46	\$32.64	\$33.82	\$34.95	\$36.14	\$37.29	\$38.46	\$39.63	\$40.78	\$41.10	\$41.43	\$41.71	\$41.97	\$42.32	\$42.54
C45QC1**	\$32.17	\$33.25	\$34.39	\$35.52	\$36.99	\$37.97	\$39.22	\$40.53	\$41.85	\$43.07	\$44.34	\$45.60	\$46.76	\$47.93	\$49.15	\$50.39	\$51.71	\$51.97

* C42/BA differential is for Teacher positions only.

** C45QC1 For Auditors that are QC certified only

COLLECTIVE BARGAINING AGREEMENT

between

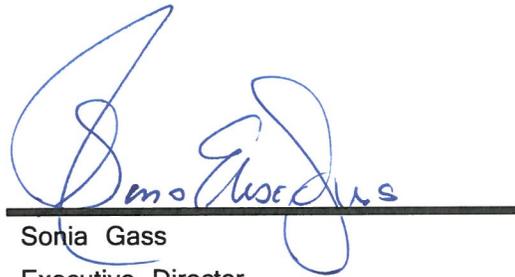
Community Action Partnership of Ramsey & Washington Counties
and

American Federation of State, County and Municipal Employees - Council 5,
Local 3318

IN WITNESS WHEREOF, the parties hereto have set their hands this first day of June, 2023.



Nicole Frethem
Board of Directors Chair



Sonia Gass
Executive Director

Community Action Partnership of Ramsey & Washington County



Lynee Tate-Baker
Field Representative



Virginia Graham
Steward President



Melinda Pearson
Field Director ARB/MAC

American Federation of State, County and Municipal Employees (AFSCME) Council 5,
Local 3318

MEMORANDUM OF UNDERSTANDING

Health and Safety Committee

Community Action Partnership of Ramsey & Washington Counties and the Association of Federal, State, County and Municipal Employees Council 5, Local 3318 have agreed to consider items that are outside the contract by creating a mutually agreed upon Memorandum of Understanding. During the course of negotiations for the agreement beginning on April 1, 2023, the parties discussed the issue of classroom safety. It was agreed that there would be a Health and Safety Committee established within the following parameters:

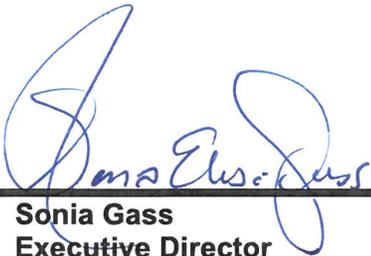
COMPOSITION (Total of 14 employees; 7 total Union staff and 7 5 total Management staff) led by Head Start Assistant Director and the Union appointed representative. Management and union will each designate six (6) additional members.

ACTION STEPS and OUTCOME:

- Review Early Head Start and Head Start Health and Safety Policies, Procedures and systems that the Head Start program currently has in place that impact the health and safety of children in the Head Start and Early Head Start classrooms.
- Review all relevant data.
- Make recommendations to the Deputy Director, Head Start & Early Head Start and the Senior Director, Head Start & Early Head Start and the Policy Council for improving and enhancing current related policies, procedures and systems.

TIME FRAME:

This Memorandum of Understanding will be in effect for the duration of the current contract.



Sonia Gass
Executive Director
Community Action Partnership
of Ramsey & Washington
County



Lynee Tate-Baker
Field Representative
American Federation of State, County and
Municipal Employees (AFSCME) Council 5,
Local 3318

MEMORANDUM OF UNDERSTANDING
Medication Administration to Center-Based Head Start Children

Community Action Partnership of Ramsey & Washington Counties and the Association of Federal, State, County and Municipal Employees Council 5, Local 3318 have agreed to consider items that are outside the contract by creating a mutually agreed upon Memorandum of Understanding. During the course of negotiations for the agreement beginning on April 1, 2023, the parties discussed the issue of Medication Administration to Center-Based Head Start Children. The following has been agreed upon:

If a child's medication administration is deemed medically complex (e.g. frequent feeds in a feeding tube, diabetes monitoring and insulin injections, weekly seizures, etc.) additional classroom support will be noted in the "What Training, Staffing or Materials are Needed to Support the Above Medications, Accommodations or Restrictions" section of the child's Individual Child Care Program Plan (ICPP).

The program will ensure that all necessary materials and supports (such as additional staff to be in ratio while medication is administered) are provided for proper administration of all medications. No member of this union (except in the case of obvious disregard for policies, procedures, and training) will be held liable or disciplined for the administration of medication/treatment.



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Lynee Tate-Baker
Field Representative
American Federation of State, County and
Municipal Employees (AFSCME) Council 5,
Local 3318

Date Signed: 6-1-2023

Date Signed: 6-1-2023

MEMORANDUM OF UNDERSTANDING

Sick and Vacation Time

Community Action Partnership of Ramsey & Washington Counties and the Association of Federal, State, County and Municipal Employees Council 5, Local 3318 have agreed to consider items that are outside the contract by creating a mutually agreed upon Memorandum of Understanding. During the course of negotiations for the agreement beginning on April 1, 2023, the parties discussed the issue of employees who choose to remain on the Sick and Vacation accrual plan instead of converting their time to the Paid time off (PTO) plan. The following terms and conditions have been agreed upon:

Vacation

Vacation leave will be used for the same reasons as Article IV - Paid Time Off, with the following exceptions:

- Vacation leave may be accrued to a maximum of 320 hours.
- Vacation accrual Rates

Timeframe	Maximum days/year	Rounded accrual per hour worked	Rounded # of hours accrued per 80 hour pay period
Year 1	10	.0385	3.08
Year 2-4	15	.0577	4.62
Year 5	16	.0615	4.92
Year 6	17	.0654	5.23
Year 7	18	.0692	5.54
Year 8	19	.0731	5.85
Year 9	20	.0769	6.15

Year 10	21	.0808	6.46
Year 11	22	.0846	6.77
Year 12	23	.0885	7.08
Year 13	24	.0923	7.38
Year 14+	25	.0962	7.69

Sick

Sick time will be treated the same as Article V - Unplanned Leave, with the following exceptions:

- Upon termination of employment, sick time may be converted to vacation under these conditions:
 - EMPLOYEE may convert all accumulated prior sick hours over 160 hours to vacation hours.
 - Ratio of conversion is two (2) hours sick time leave to one (1) hour vacation.
 - This conversion can only take place at EMPLOYEE'S permanent separation from the agency
- Sick Leave accrual Rates: Maximum Sick Time will be twelve (12) business days per year prorated based on actual hours paid.

Timeframe	Maximum days/year	Rounded accrual per hour worked	Rounded # of hours accrued per 80 hour pay period
All years	12	.0462	3.69

Converting from Sick/Vacation to PTO

- Employees will be offered an annual opportunity, during a time designated by the employer, to transition from Sick and Vacation leave to Paid Time Off (PTO), which combines sick and vacation into an annual bank of PTO hours. The switch to the PTO Plan is irrevocable and all new hires will automatically be on the PTO Plan. Those choosing to convert from the sick and vacation leave plan to the PTO plan will have all accumulated vacation hours converted to PTO hours. All accumulated sick hours will be converted to prior sick time (PST) which can be accessed for the same reasons and in the same way that sick hours were accessed (unplanned leave). The accrual schedule and maximum number of hours that can be accrued will be identical to the current PTO Policy.

This MOU will last for the duration of the CBA effective 4/1/2023.



Sonia Gass
Executive Director
Community Action Partnership
of Ramsey & Washington
County

Date Signed: 6-1-2023



Lynee Tate-Baker
Field Representative
American Federation of State, County and
Municipal Employees (AFSCME) Council 5,
Local 3318

Date Signed: 6.1.2023

MEMORANDUM OF UNDERSTANDING

403B Retirement Plan

Community Action Partnership of Ramsey & Washington Counties and the American Federation of State, County, and Municipal Employees of Local 3318 have agreed to consider items that are outside the contract by creating a mutually agreed upon Memorandum of Understanding. During the course of negotiations for the agreement beginning on April 1, 2023, the parties discussed the issue of the 403B Retirement Plan contributions made on behalf of employees who have been employed for greater than 2 years as of April 1, 2023.

Employees who have been employed longer than 2 years regardless of contribution status will be grandfathered into the amended 403B Retirement Plan and will receive the 3% employer contribution on their earnings. Employees who have been employed by CAPRW less than 2 years, effective April 1, 2023, will be subject to the amended 403B retirement plan as stated in section 7.5 of this Collective Bargaining Agreement.

This MOU will last for the duration of the CBA effective 4/1/2023.



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Date Signed: 6-1-2023

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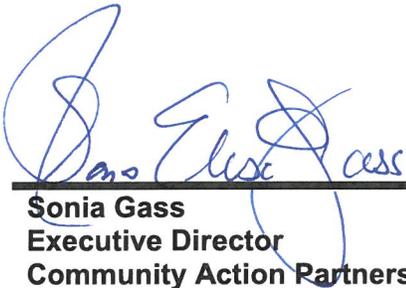
MEMORANDUM OF UNDERSTANDING

CAPRW Energy Conservation Auditors New Wages

Community Action Partnership of Ramsey & Washington Counties and the American Federation of State, County, and Municipal Employees of Local 3318 have agreed to consider items that are outside the contract by creating a mutually agreed upon Memorandum of Understanding. During the course of negotiations for the agreement beginning on April 1, 2023, the parties discussed the issue of the employees who were in positions of Auditor 2 or Auditor 3 at the time of signing the contract. The following terms and conditions have been agreed upon:

Employees in the positions of Auditor 2 and Auditor 3 at the time of the signing of this agreement shall move to the step in the new assigned grade that is closest to their current rate or one step higher if in the middle of steps. This will be considered a job reclassification and employees will be credited for the time they worked in the step before the move. Their next step increase will remain the same as if they didn't move but will be on the new grade.

This MOU will last for the duration of the CBA effective 4/1/2023.



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