

RHSC, INC.

AND

**COUNCIL 5 OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

IRTS/Crisis Unit

September 17, 2023, to September 16, 2025

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - DEFINITIONS	1
ARTICLE 3 – RECOGNITION	2
ARTICLE 4 - UNION SECURITY	2
ARTICLE 5 – NO STRIKE/NO LOCK OUT	3
ARTICLE 6 – EMPLOYER AUTHORITY	4
ARTICLE 7 – HOURS OF WORK	4
ARTICLE 8 - WORK BREAKS	5
ARTICLE 9 – HOLIDAYS	6
ARTICLE 10 – PERSONAL TIME OFF (PTO).....	6
ARTICLE 11 – LEAVES OF ABSENCE	6
ARTICLE 12 - WAGES	7
ARTICLE 13 – OVERTIME	11
ARTICLE 14 - DISCIPLINE.....	11
ARTICLE 15 - GRIEVANCE PROCEDURE	12
ARTICLE 16 - SENIORITY	14
ARTICLE 17 - PROBATIONARY PERIODS	14
ARTICLE 18 - WORK FORCE	15
ARTICLE 19 – INSURANCE.....	16
ARTICLE 20 – RETIREMENT	17
ARTICLE 21 – GENERAL PROVISIONS	17
ARTICLE 22 – SCOPE OF AGREEMENT	17
ARTICLE 23 – SEPARABILITY AND SAVINGS.....	18
ARTICLE 24 - TERMINATION.....	18
Appendix A – Wage Salary Ranges.....	20
Appendix B– Letter of Agreement	21

ARTICLE 1 - PREAMBLE

This Agreement entered into by RHSC, Inc., on behalf of Hovander House and Afton Place Community Support Programs, hereinafter referred to as the Employer, and Local #722 - RHSC, Inc. affiliated with Council 5, and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has, as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 2 - DEFINITIONS

2.1 Regular Full-time employee: An employee in a bargaining-unit position who is regularly scheduled to work 80 hours per pay period (1.0 FTE) and has successfully completed the probationary period.

2.2 Regular Part-time employee: An employee in a bargaining-unit position who is regularly scheduled to work at least 40 hours per pay period and less than 80 hours per pay period (0.5 - .99 FTE) and has successfully completed the probationary period.

2.3 Part-time employee: An employee in a bargaining-unit position who is regularly scheduled to work at least 8 hours per pay period and less than 40 hours per pay period (0.1 - 0.49) and has successfully completed the probationary period.

2.4 Probationary employee: An employee in a bargaining-unit position who is still in their six (6) month probationary period.

2.5 Temporary employee: An employee who is not in a bargaining-unit position because their employment is limited by duration or a specific project or task not to exceed one (1) year. Temporary employees are not included in the definition of a bargaining-unit employee. In the event that a temporary employee is still working after one (1) calendar year the employee will be reclassified as a regular full-time or regular part-time or part-time employee depending upon scheduled hours. This newly reclassified employee will then begin serving a probationary period on the date that they are reclassified to the same extent as any newly hired employee. The employee's seniority date shall be the date that the employee was reclassified as a bargaining-unit employee.

An employee who has terminated as a temporary employee may not be re-hired as a temporary employee within six (6) months of the date of termination as a temporary employee.

2.6 Casual employee: A bargaining-unit employee who is not regularly scheduled and who has no designated FTE (0.0 FTE).

2.7 Benefits Eligibility: Bargaining-unit employees are eligible for benefits if they are regularly scheduled to work at least 40 hours per pay period (0.5 - 1.0 FTE).

ARTICLE 3 – RECOGNITION

3.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, regular part-time, and casual Mental Health Practitioners, Mental Health Practitioners-LADC, Mental Health Rehabilitation Workers, Mental Health Peer Specialists, Kitchen Coordinators, and Administrative Secretaries employed by the Employer at Hovander House facility located at 1489 Sherburne Avenue, St. Paul, MN, and at its Afton Place Community Support Programs, located at 2715 Upper Afton Rd, Maplewood, MN; excluding Mental Health Professionals, Nurses, Occupational Therapists, managerial employees, guards and supervisors as defined in the Act, and all other employees, as certified by the National Labor Relations Board in Case No. 18-RC- 300516.

3.2 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

ARTICLE 4 - UNION SECURITY

4.1 The Employer agrees to deduct the Union dues or fees from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the representative by the first of the succeeding month.

4.2 Each employee of the Employer covered by this Agreement who, on the effective date of the Agreement is a member of the Union, shall, as a condition of employment, maintain their membership in the Union or pay to the Union each month a service charge to be determined by the Union as a contribution toward the administration of this Agreement.

Any employee hired on or after the Agreement's effective date who does not make application for membership, shall as a condition of employment pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues.

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 employee and the Employer from the Union. The Employer will furnish the Union the names and home addresses of new employees hired within thirty (30) days of their hire date and the Employer shall notify prospective employees of the agency shop provisions.

4.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

4.4 The Employer shall provide a payroll deduction for voluntary employee contributions to the Union Political Action Committee.

4.5 Employees shall have the right freely and without fear of penalty or reprisal by the Employer to join and participate in the Union.

4.6 The Employer agrees, subject to availability and program manager approval, to allow the Union to use space for contract ratification meetings and monthly membership meetings.

4.7 Union Bulletin Board. The Employer agrees to furnish and maintain suitable bulletin boards at Hovander House and Afton Place. The Union shall limit its posting to official notices and bulletins of the Union to such bulletin boards. It is agreed that notices shall be non-inflammatory.

4.8 The Union may designate two (2) employees at Hovander House and two (2) employees at Afton Place to act as stewards. The Union shall, within ten (10) working days of such designation, certify to the Employer in writing of such designation.

4.9 Union Visitation. A designated non-employee Business Representative of the Union shall be allowed to visit the Employer's premises to conduct such business as is necessary in its representational capacity upon prior notification to the Program Manager or the Director of Labor Relations. Care shall be taken to ensure that there is no disturbance to residents or interruption of care or employees' duties as a result of any such visit. Union business during such visits will be limited to non-resident service areas and will not be allowed in any areas where confidential resident information is maintained.

4.10 Union Business Leave. The Employer agrees, on a non-discriminatory basis, to grant reasonable time off to an employee designated by the Union to attend a union conference or to attend other union business. No more than two employees may be gone on such union business leave at one time. Such leave shall be without pay and without loss of seniority and shall require four (4) weeks' advance notice or such shorter notice as may be mutually agreed upon between the employee and the Employer. The maximum amount of annual Union business leave, for the purpose of this section only, will be 96 hours per calendar year, exclusive of time spent investigating and processing grievances.

ARTICLE 5 – NO STRIKE/NO LOCK OUT

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement. In the event of a violation of this Article, the Employer will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to their full duties within twenty-four (24) hours of such warning may be subject to discipline up to and including discharge. The Employer will not lock out any members of the bargaining unit during the life of this Agreement.

ARTICLE 6 – EMPLOYER AUTHORITY

It is recognized by both parties that except as expressly stated herein, the Employer reserves all rights not restricted by the terms of this Agreement and that the Employer shall retain rights and authority necessary to operate and direct all the affairs of the Employer, including, but not limited to, the right to direct the working force; to control all operations and services; to determine the methods, means, organization and number of personnel by which operations and services are to be conducted; to schedule work and determine the number of hours to be worked; to make, enforce and alter, from time to time, reasonable rules, policies, and regulations and require employees to observe and abide by these Employer rules, regulations and policies; to require employee vaccinations; to discontinue jobs because of valid management and economic reasons; to decide employee qualifications; to determine the content of any job and the duties assigned thereto; to hire, promote, classify, transfer, lay off, and suspend employees, and to disciplining or discharge for just cause any employee pursuant to the Employer policies; to change or eliminate equipment or facilities; and to take whatever actions may be necessary to carry out the missions of the Employer in emergencies.

ARTICLE 7 – HOURS OF WORK

This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week. Except as modified by this Agreement, work shifts, staffing schedules and assignment of employees thereto shall be established by the Employer.

7.1 **Regular Hours.** The regular hours of work each day shall be consecutive.

7.2 **Overtime.** For all purposes, overtime pay for non-exempt employees shall be consistent with the Fair Labor Standards Act and shall be based on hours worked.

7.3 **Weekends.** For regular full-time and regular part-time employees, the Employer agrees that the schedule will provide for every other weekend off. For weekend scheduling purposes, there are six (6) weekend shifts, beginning with the Friday night shift and continuing through the end of the evening shift on Sunday.

Nothing in this provision is intended to prevent employees from expressing a preference for a work schedule that may not result in every other weekend off, nor will this provision operate to interfere with resident care.

Other work schedules and weekend shifts may be authorized to accommodate the services for residents required by the Employer.

7.4 **Required Shifts.** The Employer has the right to require employees to work shifts, including overtime shifts, if necessary to meet regulatory guidelines and resident-care needs. The Employer may ask for volunteers.

7.5 Work Schedules. The scheduled work week need not correspond to the calendar week. Employees' schedules will be consistent with the individual employee's job description and the expectations applicable for the position.

Work schedules showing the employees' shifts, work days, and hours shall be available to employees at all times. After an employee's work schedule is posted, employees will be notified twenty-four (24) hours in advance of schedule changes, except in the case of emergencies.

7.6 Time Between Shifts. At least twelve (12) hours shall elapse between the starting time for a new work shift and the end of an employee's previously worked shift unless the employee and the Employer mutually agree to an exception and except in emergencies. In the event a work schedule requires an employee to return to work with less than twelve (12) hours off, the schedule will be changed upon notice from the manager.

7.7 Casual Employees. Based on seniority within a classification, the Employer will give preference to full-time and part-time employees (with an assigned FTE) over casual staff in filling open shifts, providing that in filling an open shift the Employer shall not be required to incur overtime.

Nothing in this provision will prevent the Employer from scheduling casual employees for orientation and training, nor will this provision operate to interfere with resident care. Casual employees are required to be available to work a minimum of two (2) shifts per month, with at least one of the shifts being a weekend or overnight shift. Casual employees must be available to work a minimum of one (1) holiday per year. Any casual staff member who does not meet these requirements for four (4) consecutive pay periods may be considered to have voluntarily resigned.

7.8 Attendance. Regular attendance is a critical performance expectation. All staff are expected to maintain regular attendance. The use of unscheduled PTO in and of itself is not considered abusive nor does it call for automatic discipline. If it can be established that the employee is using excessive time off and/or shows a pattern of abuse, discipline may be imposed.

If the employee cannot come to work for any reason, the employee must notify the supervisor or their designee at least two (2) hours prior to the starting time of their scheduled shift. This notice shall be waived if the supervisor determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

ARTICLE 8 - WORK BREAKS

8.1 Meal Break. Each employee scheduled to work a shift of eight (8) continuous hours or more shall receive an unpaid thirty (30) minute meal break. Any employee unable to take a meal break due to work requirements will be paid for the unused mealtime, upon notification to and approval from their manager. By agreement between the Employer and Employee, the meal period may be waived. Employees may be assigned to pick up another employee's duties to help facilitate the scheduling of breaks.

8.2 Rest Breaks. Employees will be allowed a fifteen (15) minute break for each full four (4) hours worked. Employees may be assigned to pick up another employee's duties to help facilitate the scheduling of breaks. Rest breaks are not cumulative, nor can they be added to extend the meal break or to punch out before the end of the employee's scheduled shift without mutual agreement between the employee and Employer.

Normally, employees are responsible to manage their break times and meal times around resident care and service needs. If they are unable to take a break due to work requirements, they may contact their manager to assist in finding coverage.

ARTICLE 9 – HOLIDAYS

Eligible bargaining-unit employees shall be covered by the same holiday schedule and holiday policies as for non-contract employees. Any changes in the holiday schedule or administration of holiday or scheduling practices for non-contract employees shall apply equally to members of the bargaining unit.

ARTICLE 10 – PERSONAL TIME OFF (PTO)

Bargaining-unit employees regularly scheduled to work forty (40) hours or more per pay period will be eligible to participate in the Employer's PTO program on the same basis as non-contract employees. Any changes in the non-contract PTO program during the term of the Agreement shall also apply to members of the bargaining unit. Administration of the Employer's PTO Plan for bargaining-unit employees shall be on the same terms as for non-contract employees including, but not limited to, scheduling, maximum accrual, forfeiture, and donation.

Eligible bargaining-unit employees will be eligible to participate in the Employer's Transferring of Accrued Time Off Between Eligible Employees policy, as may be amended from time to time.

If the nature of the work makes it necessary to limit the number of employees off work at the same time, the employee with the greater seniority shall be given their choice of PTO.

ARTICLE 11 – LEAVES OF ABSENCE

The Employer will provide eligible employees with any leave required by federal, state, and local law, including, but not limited to, the Minnesota Pregnancy and Parental Leave Act, parental school leave, military leave, and unpaid medical leave. Any leaves will run concurrently to the greatest extent possible.

Medical Leave. The Employer will offer medical unpaid leaves of absence to eligible bargaining-unit employees on the same terms and under the same conditions as made available to non-bargaining unit employees of the Employer, as may be amended from time to time, and in accordance with applicable state or federal law.

Parental Leave. The Employer will offer parental unpaid leaves of absence to eligible bargaining-unit employees on the same terms and under the same conditions as made available to non-bargaining unit employees of the Employer, as may be amended from time to time, and in accordance with applicable state or federal law.

Personal Leave. The Employer will offer personal, unpaid leaves of absence to eligible bargaining-unit employees on the same terms and under the same conditions as made available to non-bargaining unit employees of the Employer, as may be amended from time to time.

Jury Duty Leave. The Employer will provide jury duty leave to eligible bargaining-unit employees on the same terms and under the same conditions as made available to non-bargaining unit employees of the Employer, as may be amended from time to time.

Bereavement Leave. The Employer will provide bereavement leave to bargaining unit employees on the same terms and under the same conditions as made available to non-bargaining unit employees of the Employer, as may be amended from time to time.

School Activities and Conference Leave. The Employer will grant eligible bargaining-unit employees up to 16 hours of unpaid leave during any 12-month period to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during non-work hours.

ARTICLE 12 - WAGES

12.1 Wage Schedule. Employees shall be compensated in accordance with the wage schedules attached to this Agreement and marked Appendix A. The attached wage schedules shall be considered a part of this Agreement. In the event that there is a rounding difference between the amounts shown on Appendix A and payroll, payroll shall govern.

Wage Adjustments. Effective the first full pay period following September 1, 2024, the range start (minimum) and top (maximum) rates will increase by two percent (2.0%). Employees will receive a corresponding two percent (2.0%) increase to their current hourly rate. Any increase amount above the range top will be paid as a lump-sum-payment wage increase. This increase will be applied to the base salary not to exceed the top of the range maximum. No employee increase will be more than a total of two percent (2.0%), based on the maximum of their salary grade in either the base salary increase or the lump sum combined.

Effective the first full pay period following September 1, 2025, the range start (minimum) and top (maximum) rates will increase by two percent (2.0%). Employees will receive a corresponding two percent (2.0%) increase to their current hourly rate. Any increase amount above the range top will be paid as a lump-sum-payment wage increase. This increase will be applied to the base salary not to exceed the top of the range maximum. No employee increase will be more than a total of two percent (2.0%), based on the maximum of their salary grade in either the base salary increase or the lump sum combined.

MERIT PAY SYSTEM

Employees are eligible to receive merit pay increases based upon job performance. The amount of an individual merit increase is determined by:

The level of the employee's job performance as evaluated by the employee's manager/supervisor. The "merit matrix" specifies the percent increase that will be awarded to employees.

In 2024, the performance evaluation form will use a five- (5) level scale. As of 2025, the performance evaluation form will use a three- (3) level scale. Each manager has the responsibility to determine how an employee's total performance evaluation equates to level of performance. An employee who did not work during the entire evaluation period of January 1 - December 31 will be deemed unable to assess and will not be eligible for a merit increase.

Merit increases will be added on to an individual's base rate of pay. Merit increases are effective the pay period following April 1st of each year.

If an employee's merit increase results in their new hourly salary rate exceeding the maximum of the range established in Appendix A, the employee will receive a lump sum amount rather than an increase to the base compensation.

1. DEFINITIONS (2024):

Significantly Exceeds Expectations

Performance was outstanding. Individual exceeded goals or department targets, demonstrated capability or capacity well beyond what is expected of his or her job and level, and was better than most in demonstrating Promises behaviors. Overall contribution to the organization's strategic and cultural objectives was exemplary.

Exceeds Expectations

Performance was exceptional. Individual exceeded most goals or department targets, demonstrated capability or capacity beyond what is expected of their job and level, and was better than many in demonstrating Promises behaviors. Overall contribution to the organization's strategic and cultural objectives was excellent.

Performing at Expectations

Performance was as expected. Individual met goals, achieved what is expected of his or her job and level, and adequately demonstrated Promises behaviors. Overall contribution to the organization's strategic and cultural objectives was significant.

Needs Improvement

Performance was inconsistent. Individual met some goals or department targets, partially demonstrated capability or capacity expected of his or her job and level, and unevenly demonstrated Promises behaviors. Overall contribution to the organization's strategic and cultural objectives needs progress. An improvement plan will be formulated to correct deficiencies and a new appraisal be set for six (6) months or less.

Needs Significant Improvement

Performance was unsatisfactory. Individual did not meet most goals or department targets, demonstrated capability or capacity below what is expected of their job and level, and inadequately demonstrated Promises behaviors. Overall contribution to the organization's strategic and cultural objectives was limited. An improvement plan will be formulated to correct deficiencies and a new appraisal be set for six (6) months or less.

2. DEFINITIONS (2025):

Exceeding Expectations

Performance consistently went above and beyond job requirements and lived organizational values. Easily recognized as a top performer and role model for others.

Achieving Expectations

Performance consistently met, and at times surpassed, job requirements and lived organizational values.

Not Meeting Expectations

Performance was inconsistent and/or unsatisfactorily met job requirements, expectations and/or organizational values. Improvement needed.

The merit system grid will be as follows:

MERIT MATRIX April 1, 2024, THROUGH March 31, 2025*

Performance Level	Percentage
Significantly Exceeds Expectations	1.75%
Exceeds Expectations	1.75%
Performing at Expectations	1.25%
Needs Improvement	0%
Significantly Needs Improvement	0%

MERIT TABLE April 1, 2025, THROUGH March 31, 2026*

Performance Level	Percentage
Exceeding Expectations	1.75%
Achieving Expectations	1.25%
Not Meeting Expectations	0%

*Salary adjustments will be effective at the beginning of the pay period following April 1.

12.2 Saturday-Sunday Differential. All employees required to work on Saturday or Sunday as part of their regular schedule shall be compensated at forty-five cents (\$0.45) for each hour worked.

Compensation under this section will be in addition to the employee's regular salary and will be earned for the entire period worked, provided at least five (5) hours of the period worked is on the day for which the additional compensation is being paid. These differentials will not be paid where such work constitutes overtime under the provisions of the Agreement.

12.3 Night Differential. Eligible employees who work at least fifty percent (50%) of the hours of their scheduled shift during the night shift will receive a shift differential. The night shift is defined 11:00 p.m. - 7:30 a.m.

In the event that an employee is eligible for a shift differential as defined above, the employee will be eligible for the differential for all hours worked during the defined times above at the applicable rate.

Employees receiving a Saturday or Sunday differential will also be eligible for the night shift differential, if applicable.

The night shift differential is ninety cents (\$0.90) per hour.

This differential will not be paid where such work constitutes overtime under the provisions of this Agreement.

12.4 Education and Meeting Pay. Any employee who is required to attend mandatory education/training or a mandatory meeting on their day off will receive not less than two (2) hours' pay provided:

- * the employee is ready for work after the meeting.

- *If the employee chooses to not stay and work or is not ready for work the employee will only be paid for the actual time spent in the education/training or meeting.

The two- (2) hour requirement will not apply for employees attending virtual training, virtual sessions or e-learning via phone/computer from a non-worksites location. In those circumstances, the employee will be paid for the amount of time on the call, virtual session or the e-learning.

If the employee attends an optional staff meeting or optional training in person, virtually or via phone, the two (2) hour minimum pay will not apply. The employee will be paid for the amount of time they attend the meeting.

12.5 Called-In Minimum. In the event an employee is called to cover a shift for another employee who has not arrived to work they shall receive not less than two (2) hours' base pay for reporting to work. If the employee works more than 2 hours, they will be paid for the time they actually worked. Called-In Minimum Pay shall only apply when the employee is called in to work from a location other than the Employer or other work location designated by the Employer. Returning telephone calls, texts or e-mails shall not be considered Called-In Minimum time. Called-In Minimum is only applied one time in a day and shall be paid at the applicable base rate.

If the employee who did not timely report to work also arrives at work, the called-in employee has the option to stay or leave. The employee who arrived late will be required to leave if the called- in employee chooses to stay.

12.6 The base rate or premium compensation shall not be paid more than once for the same hours worked under any provision of this agreement, nor shall there be any pyramiding of premium compensation.

12.7 The Employer reserves the right to recognize exceptional performance with on-the-spot rewards (cash on employee's paycheck, gift card, gift, etc.) equal to a nominal value not to exceed forty dollars (\$40.00).

12.8 Information and Request for Market Rate Adjustments. The parties agree that the Employer may increase range minimums and/or range maximums at its sole discretion. In the event that the Employer increases range minimums and/or range maximums, it will provide fifteen (15) days prior notice to the Union.

ARTICLE 13 – OVERTIME

Employees will be paid at a rate of time and one-half (1-1/2 times their regular rate of pay) for all overtime hours worked in excess over 40 hours in a work week.

Employees must obtain prior authorization from their supervisor before working overtime. An employee who works overtime without prior authorization may be subject to disciplinary action.

If there is a client emergency and an employee is unable to leave, the employee must notify the supervisor as soon as possible or within two hours after the emergency. Overtime approval will be considered on a case-by-case basis based on the emergency.

Overtime will be calculated to the nearest fifteen (15) minutes.

ARTICLE 14 - DISCIPLINE

14.1 No Call/No Show. An employee who is absent for two (2) working days (non-consecutive or consecutive) during a rolling 12-month period without notifying their supervisor shall be considered to have voluntarily quit (unless the notice was not provided due to documented emergency circumstances).

14.2 Cause. The right to discharge or discipline an employee is at the sole discretion of the Employer, except that no suspension or discharge shall be implemented without just cause. Discipline will be in any of the following forms:

- (a) Oral Reprimand
- (b) Written Reprimand
- (c) Suspension

- (d) Final Written Warning
- (e) Discharge

The Employer shall normally use progressive discipline, but reserves the right to skip steps and impose a more severe level of discipline, up to and including discharge. It is expressly understood and agreed that just cause shall include, but not be limited to, failure to perform the requirements of the job, possession, use or being under the influence of illegal drugs or alcohol while on duty, dishonesty, insubordination, or excessive absenteeism/tardiness.

14.3 Form of Discipline. Discipline in the form of a written reprimand, final written warning, suspension or discharge shall be given in writing. An employee receiving such discipline may submit the disciplinary action to the grievance procedure beginning at Step 2, or appeal the disciplinary action to the non-union grievance procedure as provided by the Employer Personnel Rules. An employee may not use more than one of these procedures in appealing a disciplinary action. The oral reprimand is not grievable. The written reprimand is grievable, but not subject to arbitration except where it is used in subsequent discipline that goes to arbitration. The parties may, by mutual agreement, in writing, agree to bypass Step 2 and proceed to Step 3 in cases of employee discharge.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 Definition of Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. An employee has the right to proceed under non-union remedies in the Employer Personnel Policies and may not have Union representation. An employee may not employ both the grievance procedure under this Article and the non-union remedies for the same grievance.

15.2 Union Representative. The Employer will recognize the Union's designated Steward(s) at each location as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.

15.3 Processing of Grievances. Any activities relating to the processing of grievances under this Article may not interfere with patient care.

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when it does not interfere with such employee duties and responsibilities.

Stewards will notify their manager 24 hours in advance that they will need to attend a union grievance meeting. Leave for these purposes shall be at a time mutually agreeable to the steward and the designated supervisor.

15.4 Grievance Procedure. Grievances as defined herein, shall proceed as follows:

Step 1. Informal. An employee claiming a violation concerning the interpretation or application of the express provisions of this Agreement shall, within ten (10) business days after the first occurrence giving rise to the alleged violation, present such grievance with the Union representative, if requested, to the Program Manager or their designee. The Program Manager shall give a verbal or written answer to the concern within ten (10) work days after it is presented.

Step 2. Formal. If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Director of Labor Relations within ten (10) business days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the Union representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the relief requested. The Program Manager or their designee and a designated Human Resources employee shall discuss the grievance within ten (10) business days with the employee and the Union representative at a time mutually agreeable to the parties. If the grievance is settled as result of such a meeting, the settlement shall be reduced to writing and signed by the designated Human Resources employee and the Union. If no settlement is reached, the Program Manager or their designee shall give written answer to the Union within ten (10) business days following their meeting.

Step 3. Appeal. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing as specified in Step 2 to the designated Human Resources employee within ten (10) business days after the department head or designated representative's answer in Step 2. A meeting between the designated Human Resources employee, the department head or their designated representative, the employee and the Union shall be held ten (10) business days following the Union request for a Step 3 meeting at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the designated Human Resources employee and the Union. If no settlement is reached, the designated Human Resources Representative shall give the Employer's written answer to the Union within ten (10) business days following the meeting.

Step 4. Arbitration. If the grievance is not settled in accordance with the foregoing procedures, either party may refer the issue to arbitration within ten (10) business days after the Union's receipt of the Employer's Step 3 response. The arbitrator shall be selected from a list of nine (9) Metropolitan Twin Cities candidates supplied by the Federal Mediation and Conciliation Service.

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator shall be without the authority to make any decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close

of the hearing of the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- c. The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union but each party shall be responsible for compensating its own representatives and witnesses. If either party desires a transcribed record of the proceedings, that party desiring the record will be responsible for payment of the cost. If both sides desire a transcribed record the costs will be shared equally.

15.5 Waiver. If a grievance is not presented within the time limits set forth herein, it shall be deemed waived and shall not be subject to arbitration. Any grievance not appealed to the next available Step will be considered settled based on the Employer's last answer to it. All time limits in this Article may be extended by mutual agreement between the Union and the Employer, provided that any such extension agreement must be memorialized in writing.

15.6 Grievance Representative. Employees presenting a grievance under Step 2 may elect to be represented by a representative of the Union.

15.7 Records. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employees(s).

ARTICLE 16 - SENIORITY

16.1 Seniority. Seniority means an employee's length of continuous service by classification and from their date of hire within the bargaining unit.

16.2 Classification Seniority. Classification seniority is defined as the length of continuous service in a specific job classification within the bargaining unit. Classification seniority is not necessarily equivalent to hire date or hire date within the bargaining unit.

16.3 Seniority Lists. On or about December 1 of each year, the Employer shall post a seniority list showing the continuous service of each employee by classification. A copy of the seniority list shall be furnished to the Union when it is posted.

16.4 Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

ARTICLE 17 - PROBATIONARY PERIODS

17.1 Purpose. The purpose of having probationary periods is to determine an employee's ability to satisfactorily perform the function of a position into which an employee is hired, promoted, or changes classification.

17.2 Length of Probation. Bargaining-unit employees shall serve a probationary period of six (6) months from the date of employment or the date of bargaining unit membership, whichever is later. In the event the Employer wishes for more time to evaluate an employee's performance, the probationary period may be extended for an additional three (3) months. The probationary period of an employee who is on approved leave of absence may be extended by the amount of time the employee is on an approved leave of absence. Time spent as a temporary employee shall not count toward the probationary period. Time served on probation, whether continuous or not, shall be charged to the period of probation.

An employee on probation who is not satisfactorily performing the functions of the position or unqualified to perform the functions of the position may be terminated at any time during the probationary period with the consent of the Leader of Human Resources or designee.

The Employer may discharge any new employee during or at the end of the probationary period and the employee may not grieve the discharge. Employees who fail subsequent probationary periods may not grieve the Employer's decision.

An employee who changes from one classification to another classification will serve a probationary period in the classification to which they are changing unless:

- 1) the employee is changing to the classification as the result of a reclassification study conducted by the Human Resources Department, or
- 2) the employee has previously served a probationary period in the classification to which they are changing and has not terminated since previously holding the classification.

ARTICLE 18 - WORK FORCE

18.1 Vacant Positions. The Employer will follow its Recruitment and Selection Policy, as may be amended from time to time, when filling open positions. The Employer will provide notice to the Union once it becomes aware of any changes to the Recruitment and Selection Policy.

18.2 Layoffs. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in inverse order of their seniority within the classification provided all temporary employees are laid off first. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled. Employees shall be permitted to exercise their seniority rights to any classification previously held before being subject to layoff. No regular position shall be eliminated until all temporary employees in the same classification are released.

If, in the event of layoff or recall from layoff, two or more employees possess the same seniority date, seniority in such cases shall be broken by the following method in order:

1. Continuous unbroken length of service with the Employer from the most recent date of employment, re-employment or reinstatement.

2. By total number of actual hours paid to the employee while a regular employee, exclusive of overtime.

18.3 Employees displaced by the elimination of jobs through consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities or for any other reason, shall be permitted to exercise their seniority rights to continued employment in the same classification in the service of the Employer, or to any classification previously held.

18.4 Employees promoted outside the bargaining unit shall maintain their seniority in the unit for ninety (90) days.

18.5 In the event it becomes necessary to reduce the hours of employees on a permanent basis, employees will be reduced in inverse order of seniority within the classification provided all temporary employees within the classification are laid off first. A permanent reduction in hours is defined as a reduction of hours for more than (1) month. A temporary reduction of hours will be defined at the discretion of the Employer. The parties may also mutually agree to other exceptions.

18.6 Recall rights shall cease one (1) year or one-half the employee's length of service as a bargaining unit member, whichever is less, after an employee is laid off and thereupon such employee shall be deemed separated from employment and shall have no further recall rights. Recall will be by written notification, sent by certified mail, to the employee's last noted address. A courtesy phone call will also be made to the employee's last known phone number on file with Human Resources. Employees must notify Human Resources within seven (7) calendar days of the employer's mailing date of their intent to return to work. Failure to return to work within fifteen (15) calendar days from the employer's mailing date of the recall notice will be deemed a separation from employment and the employee will not have any further recall rights.

18.7 If all positions in the classification in the department have been filled, in order to accommodate a person who returns to work after illness the employee with the least amount of seniority in the department in the classification shall vacate their position subject to any eligibility for transfer or reduction that they may have acquired under this Agreement.

ARTICLE 19 – INSURANCE

19.1. **Insurance.** All eligible employees shall be offered participation in the Employer's insurance program. Effective the date of hire or benefits eligibility, the Employer will make contributions toward health, dental and basic life insurance for all eligible employees who elect to participate in the Employer's insurance program. Bargaining-unit employees may participate in the plans with the same terms and under the same conditions as made available to non-bargaining unit employees of the Employer, as may be amended from time to time.

19.2. **Group Life Insurance.** The Employer will provide group life insurance to all eligible employees on the same basis as non-contract employees and as the program may be amended from time to time.

19.3. Adoption Assistance Program. Employees will be eligible to participate in the Employer's Adoption Assistance Program on the same basis as non-contract employees and as the program may be amended from time to time.

ARTICLE 20 – RETIREMENT

The Employer will offer its 401(k) retirement program to eligible bargaining-unit employees on the same terms and under the same conditions as made available to non-bargaining unit employees of the Employer, as may be amended from time to time, and in accordance with applicable state or federal law.

ARTICLE 21 – GENERAL PROVISIONS

21.1 Non-Discrimination. Both parties to this Agreement recognize that the Employer is an EEO/AA Employer and agree not to discriminate against or harass any employee because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, status with regard to public assistance, activities in a local commission dealing with discrimination issues, disabled veterans, veterans of the Vietnam era, or any other protected category as defined by statute.

21.2 Training. All in-service training shall be at the expense of the Employer. Training time is considered scheduled work time. An employee's failure to attend scheduled training or follow the Employer's protocol may be subject to corrective action.

21.3 Tuition Reimbursement. The Employer will provide tuition reimbursement to bargaining-unit employees on the same basis and with the same limitations as the basic non-contract employee program for the term of this Agreement.

21.4 Drug and Alcohol Testing. The employees in this bargaining unit will be covered by and subject to the Employer's Drug and Alcohol testing policy on the same basis as it applies to non-contract employees and as may be amended from time to time.

21.5. Labor Management Committee. The Employer and the Union will establish a Labor Management Committee (LMC). A committee composed of no more than two (2) Union members and one (1) Union representative and an equal number of Employer representatives shall be established to form the LMC. There shall be a labor management meeting at least twice annually. Additional meetings may be scheduled by mutual agreement.

A mutually designated subcommittee of the LMC shall serve as the Employer Safety Committee.

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 – SEPARABILITY AND SAVINGS

Should any article, section, or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 24 - TERMINATION

This Agreement shall be effective as of the first day of September 17, 2023, and shall remain in full force and effect until 11:59 p.m. on September 16, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by March 1 that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than June 1, unless the parties agree to begin at a later date. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date. The termination date shall not be before the anniversary date set forth in the preceding paragraph.

RHSC, INC.

**COUNCIL 5, OF THE AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-
CIO**



Megan Remark
President and Chief Executive Officer

Dated 10.24.2023



Crystal Kreklow
Acting East Region Field Director

Dated 10-4-23



Kim Egan
Vice President Human Resources

Dated 10.24.2023



Lynnee Tate-Baker
Field Representative

Dated 10.4.2023


Sharon Zopfi-Jordan
Director Labor Relations

Dated 9-26-2023

Ann Johnson

Dated _____


Kristine Miller
Director Community Support Programs

Dated 9/27/2023


Deanne Meyer

Dated 9/27/2023

Appendix A – Wage Salary Ranges

Wage Scale effective 9/17/2023					
Lawson Grade	Oracle Grade	Min	Mid	Max	Job Title
R11	405IRTS-A	\$17.03	\$21.29	\$25.54	Certified Peer Spec-Res Svcs
R13	405IRTS-C	\$18.06	\$22.59	\$27.10	Mental Health Rehab Worker
R13	405IRTS-C	\$18.06	\$22.59	\$27.10	Mental Health Rehabilitation Worker
R15	405IRTS-E	\$19.16	\$23.96	\$28.75	Mental Health Practitioner
R16	405IRTS-F	\$19.74	\$24.67	\$29.60	Kitchen Coordinator
R17	405IRTS-G	\$20.34	\$25.41	\$30.50	Administrative Secretary
R18	405IRTS-H	\$20.94	\$26.18	\$31.42	Substance Abuse Mental Hlth Practitioner-LADC

Wage Scale effective 9/15/2024					
	Oracle Grade	Min	Mid	Max	Job Title
	405IRTS-A	\$17.37	\$21.72	\$26.05	Certified Peer Spec-Res Svcs
	405IRTS-C	\$18.42	\$23.04	\$27.64	Mental Health Rehab Worker
	405IRTS-C	\$18.42	\$23.04	\$27.64	Mental Health Rehabilitation Worker
	405IRTS-E	\$19.54	\$24.44	\$29.33	Mental Health Practitioner
	405IRTS-F	\$20.13	\$25.16	\$30.19	Kitchen Coordinator
	405IRTS-G	\$20.75	\$25.92	\$31.11	Administrative Secretary
	405IRTS-H	\$21.36	\$26.70	\$32.05	Substance Abuse Mental Hlth Practitioner-LADC

Wage Scale effective 9/14/2025					
	Oracle Grade	Min	Mid	Max	Job Title
	405IRTS-A	\$17.72	\$22.15	\$26.57	Certified Peer Spec-Res Svcs
	405IRTS-C	\$18.79	\$23.50	\$28.19	Mental Health Rehab Worker
	405IRTS-C	\$18.79	\$23.50	\$28.19	Mental Health Rehabilitation Worker
	405IRTS-E	\$19.93	\$24.93	\$29.91	Mental Health Practitioner
	405IRTS-F	\$20.54	\$25.67	\$30.80	Kitchen Coordinator
	405IRTS-G	\$21.16	\$26.44	\$31.73	Administrative Secretary
	405IRTS-H	\$21.79	\$27.24	\$32.69	Substance Abuse Mental Hlth Practitioner-LADC

Appendix B– Letter of Agreement



September 17, 2023

Lynce' Tate-Baker,
Field Representative
AFSCME Council 5 - Local 722
300 Hardman Avenue South
South St. Paul, MN 55075-2469


RE: Monday to Friday Schedules

Dear Lynce':

The Parties agree that the two current incumbents scheduled to work Monday to Friday schedules (Ann Johnson and Matt Goodman) may retain their Monday-Friday schedules provided they remain in their current FTE assignments/positions. If the employee chooses to change their FTE/Position, this agreement would sunset for that employee.


The letter of agreement does not set a precedence for these or any other employees.

For RHSC, Inc.


Sharon Zopfi-Jordan
Director Labor Relations

Dated: 9-26-2023

For AFSCME Council 5 Local 722


Lynce' Tate-Baker
Field Representative

Dated: 10-4-23