

**Collective Bargaining Agreement**

**between**

**Agate Housing and Services**

**and**

**AFSCME Council 5 Local 999**

**Effective  
July 1, 2023  
Through  
June 30, 2026**

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**(2023 to 2026)**

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**AGREEMENT BETWEEN AGATE HOUSING AND SERVICES  
AND  
AFSCME COUNCIL 5 LOCAL 999**

**PREAMBLE**

This Agreement has as its purpose the promotion of harmonious relations between the parties; 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.

The Agreement is made and entered into on July 1, 2023, by and between Agate Housing and Services ("Employer") and the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 5 Local 999 ("Union" or "AFSCME").

**ARTICLE 1: RECOGNITION**

A. The Employer recognizes the Union as bargaining representative for all full-time and regularly scheduled part-time employees employed in positions in the following departments:

- (1) The Housing Programs Department (including Case Managers, Lead Case Managers, Coordinators, Assessors, Employment Specialists, and Housing Locators),
- (2) Site-Based Programs Department (including Kitchen Aides, Kitchen Leads, Chefs, Resident Assistants, Custodians, and Maintenance Workers);
- (3) The Outreach and Shelter Department (including Outreach Workers, Lead Outreach Workers, Outreach Operations Coordinators, Shelter Advocates, Shelter Lead Advocates, Shelter Workers, and Welcome Center Advocates); and
- (4) Finance Department (including Representative Payees and VA Representative Payees)

employed by the employer; excluding all administrative employees in the following departments: Development Department (Resource Advocates, Community Educators, Donor Services & Database Administrators); Finance and Administration Department (Accountants, Accounting Clerks, Accounts Payable Clerks, Accounting Assistants, Payroll and Benefits Specialist, Technology Coordinator); Contracts Department (Rental Assistance and Compliance Coordinator, HMIS Data Specialists, Data and Reporting Specialist); all managerial employees (Managers, Associate Directors, Directors, Executive Director), all confidential employees (Human Resources, Payroll, Benefits, and Executive Assistant), all guards, and all supervisors as defined in the Act, and all other employees, as certified by the National Labor Relations Board in Case No. 18-RC-244081.

B. This Agreement shall be limited in scope and application to only those employees of the Employer in those classifications and statuses described in Section I.A. above, as constituting the appropriate unit for purposes of collective bargaining.



C. This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements.

## **ARTICLE 2: MANAGEMENT RIGHTS**

Except as specifically limited by the express written provisions of this Agreement, the Management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right: to maintain and improve efficiency; to appropriately determine the quality and quantity of work performed; to hire, promote, classify, or transfer employees; to discipline, suspend, or discharge employees for just cause (see Article 9: Discipline and Discharge); to require employee vaccinations; to determine the number of employees to be employed; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to make, enforce and alter, from time to time, reasonable rules, policies, and regulations and to require employees to observe these Employer rules, regulations and policies; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of services to be provided; to determine the nature and kind of business conducted by the Employer; to determine the kinds and locations of facilities, equipment and materials to be used; to determine the control of materials and parts; to determine the methods and techniques of work; to determine the content of jobs; to determine the extension, limitations, curtailment or cessation of operations or any part thereof; to contract or subcontract work (see Article 28: Subcontracting); to change, modify, or discontinue existing methods of service and equipment to be used or provided; to lay off employees because of valid management and business reasons (see Article 26: Layoffs); to decide employee qualifications; to determine the content of any job and the duties assigned thereto; to evaluate the performance of all employees; and to manage and administer the Employer's operation.

## **ARTICLE 3: UNION SECURITY**

All employees subject to this Agreement who are not members of the Union on the effective date of the provisions of this section and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this section shall, as a condition of employment, become members in good standing of the Union within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the hire date, whichever is applicable, or pay a service fee not to exceed the amount of dues uniformly required of members.

Employees covered by this Agreement who elect not to become Union members shall be required, as a condition of employment, beginning on the 30th day following the beginning of such employment, to pay the Union a monthly service charge toward the administration of this Agreement and the representation of such employee. The monthly service charge shall not exceed the regular monthly union dues paid by employees who work the same number of hours and who have become Union members. The monthly service charge shall be payable at the same time as the regular dues.

Deduction for dues or the appropriate service fee shall be made for such employee who executes a written authorization card authorizing such deduction.

If a dispute occurs between the Union and an employee over the deduction of dues or service charges, or from any claims of an employee who is terminated for not remaining “in good standing” as defined above, the Union will hold the Employer harmless.

#### **ARTICLE 4: UNION RIGHTS**

A. After notifying the Employer’s chief human resources officer, an authorized union representative will be granted reasonable access to non-working areas to discharge their duties as a representative of the Union. The union representative must be accompanied by a bargaining unit member and there shall be no adverse impact on the day-to-day operations of Agate due to the presence of a Union Representative.

B. The Employer will furnish a bulletin board, or will make space available on an existing bulletin board at each work location in areas mutually agreed to on a local basis, for the exclusive use of the Union. The Union shall be responsible for all items posted on the bulletin board.

C. Employees selected by the Union to act as Union representatives shall be known as “Stewards.” The names of employees selected as Stewards and the names of other Union representatives who may represent employees shall be certified in writing to the Employer by the Union.

D. The Employer will allow a union steward to meet with new employees covered by this Agreement during new employee orientation.

E. An employee may request a leave of absence for union business. Leave will be approved in accordance with the Employer’s normal attendance and leave policies.

#### **ARTICLE 5: NO STRIKES, NO LOCKOUTS**

During the course of this Agreement, there shall be no strikes, sympathy strikes, sitdowns, or boycotts, whether coercive or otherwise, participated in by the Union, its agents or employees covered by this Agreement. During the term of this contract, the Employer agrees that there shall be no lockout.

#### **ARTICLE 6: ONBOARDING**

The Human Resource Department shall provide new employee Onboarding (orientation) to each new employee hired by the employer within five (5) days of their hire date. At the time of hire, all employees will be asked whether they would like to have an interpreter present for this interactive benefits session, and for future benefits sessions during annual open enrollment periods.

The orientation (onboarding) shall include but not be limited to the following information:

- An official offer letter/contract
- Login information for all needed web-based services



- Payroll Login Information and navigation training for accessing and submitting payroll and benefits information
- Photo ID Badge (including photo for badge)
- Technology needed for their job such as a laptop, desktop, iPad and Phone
- Time Off Information (PTO and holidays)
- Parking Options

No later than fifteen (15) days after an employee hire date, the employer will provide new employees with an interactive session with a human resources representative to review benefits and the enrollment process to include but not be limited to the following:

How to read a pay stub, how to fill out a timecard and supplemental timecards, mileage policy and reimbursement process, technology use policy and other policies.

The Interactive Benefits Information Session will include a review of all employee benefits, including short term disability, offered by Agate to its employees in the current Employee Benefits handbook as well as 401k options.

Employees will be given all of the above information. All information will be explained, and employees will have the opportunity to ask questions and have questions answered. After the employee has been given all of the above information and had the opportunity to have questions answered, the employee will sign off acknowledging they received the information.

#### **ARTICLE 7: YEARLY REVIEW**

All employees will be given performance reviews on a yearly basis.

#### **ARTICLE 8: CROSS-TRAINING OPPORTUNITIES**

The Employer will provide opportunities for employees in good standing to cross-train to other program areas with an identified need.

Employees who are interested in taking advantage of these opportunities must be eligible to meet the core components of the position(s) they wish to cross-train to. The employee must also notify their immediate supervisor and the manager of the program(s) of their interest to cross-train. Employees who have completed cross-training shall have the opportunity to pick up shifts in areas they have completed cross-training. Employees who have had prior experience in other departments may also pick up shifts in other departments.

#### **ARTICLE 9: DISCIPLINE AND DISCHARGE**

A. **Just Cause.** The right to discharge or discipline an employee is at the sole discretion of the Employer, except that no written warning, final warning, or discharge shall be implemented without just cause. It is expressly understood and agreed that just cause shall include, but is not limited to, failure to perform the requirements of the job; possession, use or being under the influence of illegal drugs or alcohol during work time; theft; dishonesty; unauthorized use of Employer property; insubordination; or excessive absenteeism/tardiness.

B. **Progressive Discipline.** While the Employer will generally follow progressive discipline, where appropriate, steps in any progressive discipline process may be skipped and more severe discipline, up to and including discharge, may be imposed depending upon the seriousness of the offense. Discipline will usually be in the following order:

- Oral Warning,
- Written Warning,
- Final Warning
- Suspension without pay, and
- Discharge.

A written warning will be removed from an employee's personnel file after 12 months, provided that the employee has had no other disciplinary measures during that period. A notice of any written discipline or discharge will be given to the employee and a copy thereof sent to the Union.

C. **Suspension Pending Investigation.** The Employer may place an employee who is the subject of an investigation on a paid investigatory suspension. It is understood that such investigatory suspension does not constitute disciplinary action unless later converted to such by the Employer. A notice of any suspension will be given to the employee and a copy thereof sent to the Union.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled as follows:

Step 1: The employee shall discuss the grievance with their immediate supervisor. This discussion may also include a Union Steward or Union Representative.

Step 2: If the grievance is not resolved in Step 1, an AFSCME Union Representative will submit a written grievance to the Employer which shall specify in detail the alleged violation of the contract, and shall be received by the human resources department no later than twenty-one (21) calendar days following the date of the occurrence or the union becoming aware of the contract violation. The grievance must include the name of the aggrieved employee(s). Grievances relating to compensation shall be timely if received by the Employer no later than twenty-one (21) calendar days following the date of receipt of the payment by the employee. Following receipt of the written grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. Subsequent to the meeting between the representative of the Employer and the Union, the Employer shall present a written answer to the grievance within twenty-one (21) calendar days from the date of the Step 2 grievance meeting.

At request of items (digital, paperwork, film) pertaining to a grievance claim shall be provided to the Union within 10 business days from the date the grievance was filed, provided that written authorization to release said records has been provided by the relevant employee.



Step 3: In case no settlement can be arrived at between the parties in Step 1 or 2 above, the matter in dispute may be submitted to the Federal Mediation and Conciliation Services for resolution if both parties mutually agree.

Step 4: If the grievance is not resolved in Step 2, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within seven (7) calendar days following the receipt of the written answer to the grievance. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from the list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation Services.

The authority of the arbitrator shall be limited to making an award relating to the interpretation or adherence to the written provisions of this Agreement and the arbitrator shall have no authority to add to; subtract from or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union, the Employer and the employees:

The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow such time limitations shall result in the grievance being permanently barred, waived and forfeited and shall not be submitted to arbitration. Any deadline herein may be extended by mutual written agreement.

Nothing contained in this collective bargaining agreement shall be construed to impair any of the rights of the Employer, the Union, or the employees under any of the applicable state or federal laws.

## **ARTICLE 11:       WORKER SAFETY**

A.     **General.** Occupational health and safety is the mutual concern of the Employer, the Union, and employees. It shall be the policy of the Employer to provide for the health and safety of its employees in the workplace by providing safe working conditions, safe work areas, and work methods.

B.     **Reporting.** Employees of the Union shall promptly report safety and health hazards of which they are aware to their supervisor in writing. The Employer shall not discipline or discriminate against an employee for making a good faith report of such hazards. Nothing herein prevents an employee from making reports to state or federal agencies as allowed by law.

C.     **Investigation and Response.** The Employer will take reasonable and timely steps to remediate issues. Any investigative reports and remedial steps shall be shared with the Union. The Union shall cooperate with and assist the Employer with its efforts to maintain a safe and healthy workplace, however, nothing in this Agreement shall imply the Union has assumed legal responsibility for the health and safety of employees. If an employee believes in good faith, that their work conditions present an imminent danger of death or serious harm, they shall

immediately report that to their Supervisor and follow up in writing. The employee and management will meet to determine a plan to address the employee's concerns while the hazardous condition is investigated and/or addressed. If the hazardous condition is not addressed employees have the right to refuse work consistent with Minnesota Law.

D. **Respectful Workplace.** All staff are expected to treat every employee, client, and member of the public with courtesy and respect.

E. **Air Quality.** The Employer will supply portable air filters at all site-based work locations. The Employer will also make fans available to staff at all such work locations.

F. **Filtered Water.** The employer will make filtered, purified, or bottled water available at each site for employees.

G. **Health and Safety Training.** The employer agrees to provide training to Employees, as applicable to each Employee's position. Training needs will be included as a standing agenda item on the monthly LMC meeting agenda. The Employer has the sole discretion to determine which trainings are required for each Employee. Such trainings may include, but are not limited to, safe food handling, health, safety, injury prevention, communicable diseases training, and workplace violence/de-escalation training. Employees are required to attend such trainings that are applicable to their positions, as determined by the employer. If any Employee desires to attend trainings other than those required for their positions, they shall inform their supervisor, and such training will be made available to the employee within a reasonable time provided the training is within the Agency's training budget and related to the employee's duties and / or professional development goals identified in their annual review.

H. **Limiting Hours Worked.** Employees will be limited to working a maximum of 18 hours consecutively and must have a break of at least 8 hours between shifts after working 18 hours. Employees will be required to allow 30 hours after a double shift before taking another double shift. The total number of hours an employee may work in a week is 65. All overtime must be approved by the employee's Supervisor in advance of the shifts.

I. **Safety Committee.** A Safety Committee shall be established for the purposes of addressing workplace safety concerns and making recommendations to the Employer. The Safety Committee will typically meet every other month. Any employee may serve on the Safety Committee and employees serving on the Safety Committee will be paid for attending meetings. The Committee will review safety complaints, including any and all OSHA complaints. In the first year of this Agreement, the Safety Committee will review all trainings given to employees regarding workplace safety and make recommendations to the Employer.

J. **Union Representation.** The Union shall have the right to select one (1) bargaining unit member to participate in the Safety Committee.

## **ARTICLE 12: EQUIPMENT PROVIDED**

The employer shall provide staff, regardless of their work location, with all equipment, keys, and supplies necessary to perform their jobs productively, and in accordance with all laws, standards, and regulation regarding both personal well-being and the security of data.



It will be the responsibility of the employer to ensure that all equipment is functioning properly and safely. Employees who observe equipment functioning improperly or unsafely will report such observations to management immediately. Employees will be trained to operate all equipment necessary for their jobs. When equipment is reported as non-functioning, it shall be repaired within a reasonable time. The employer will put a higher priority on repairs of equipment that create a health or safety risk to employees and clients.

#### **ARTICLE 13: STAFFING RATIOS**

The employer will endeavor to schedule two staff working in shelter settings.

#### **ARTICLE 14: LABOR MANAGEMENT COMMITTEE**

The parties hereby agree that a Labor Management Committee consisting of four (4) representatives appointed by the Employer and four (4) representatives appointed by the Union will meet once a month. The Committee shall make recommendations to the Employer with respect to operational issues affecting the employees. Time spent at such meetings shall be paid time. The Committee has no authority or power to amend or delete from the Agreement. Any agreements entered into by the parties as the result of the Labor Management Committee shall be reduced to writing as a Memorandum of Understanding and attached to the contract.

Representatives who agree to serve on the Labor Management Committee agree to attend the Labor/Management Committee training provided by Federal Mediation and Conciliatory Services within six (6) months of serving on the Committee.

#### **ARTICLE 15: CLOTHING STIPEND**

The Employer will provide employees who are required to work outdoors as part of their job with up to a \$300 reimbursement in their first 12 months of employment for outdoor boots or cold-weather gear. Each subsequent year, employees who are required to work outdoors may request up to \$150 in a calendar year reimbursement for outdoor boots or cold-weather gear.

The Employer will provide kitchen staff with three uniforms consisting of three chef coats and pants, one hat and one pair of non-slip, closed-toed shoes during the onboarding period.

#### **ARTICLE 16: TRANSPORTATION BENEFITS**

A. **Auto Stipend.** Employees who are required to drive a personal vehicle as part of their job may be reimbursed for up to \$350 in a 12-month period for damages to their personal vehicle caused by Agate clients or while in service of Agate clients. The employer will require staff to submit an incident report with photos and/or provide a police report, accompanied with receipts for deductible paid or auto-detailing costs.

B. **Mileage Reimbursement.** The employer will provide mileage reimbursement consistent with IRS guidelines.

C. **Mass Transit Passes.** The employer shall offer employees mass transit passes through the Metro Transit Metropass program and shall subsidize 43% of the cost.



D. **Parking.** Parking reimbursement to all employees shall be on an actual expense basis as needed for attending offsite events and trainings. Charges should be necessary and reasonable, and consistent with the facilities available. When receipts or other evidence of payment, such as parking stubs, are issued, such evidence should be submitted with the expense account.

#### **ARTICLE 17: SEVERE WEATHER STIPEND**

During a winter storm warning, as declared by the Twin Cities National Weather Service, employees that are required to work onsite will receive a \$25.00 stipend for shifts worked, to be included on their next paycheck. When a winter storm warning is in effect, any employee who is able to work from home should plan to do so.

#### **ARTICLE 18: BREAK TIME**

Each workday, full-time non-exempt employees are provided with two paid rest periods of 15 minutes in length provided they work at least 8 hours each work day. To the extent possible, rest periods should be taken towards the middle of four-hour work periods. Since this time is counted and paid as time worked, employees must be mindful of the time spent away from their workstations.

Employees who are working an 8-hour shift are provided with one paid meal period of 30 minutes in length if they have worked 8 or more hours during the work day. They may choose to combine the two 15-minute rest periods (if applicable) with their one meal period of 30 minutes to total one paid 60-minute lunch hour. Supervisors will schedule meal periods to accommodate operating requirements and business needs.

Rest and meal periods cannot be carried over to use for the next day. They must be used on the same day an employee is scheduled to work. Employees are not allowed to use rest and meal periods to make up for any tardiness, absences or other reasons to make up for lost time, nor can they be used to leave work early.

#### **ARTICLE 19: LEAVES**

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

A. **Benefits While on Leave.** While an employee is on paid leave status, the Employer shall continue to make coverage available to the employee under the Employer's group health insurance plan on the same basis as if the employee was not on leave, which includes the employee paying their portion of the premium, which the employer will continue to deduct from the employee's wages. The employee shall also continue to accrue all PTO, as well as seniority, and should be credited with any wage increases that occurred while the employee was on paid leave status.

B. **Parental Leave/Loss of Pregnancy.** The employer shall provide parental leave options of up to twelve (12) weeks consistent with FMLA for employees for the birth, foster care,

or adoption of a child. This leave shall be pro-rated for part-time employees. Employees must take this leave within one (1) year of the birth, fostering, or adoption of a child.

Employees who have been at the Employer for over one (1) year are eligible for two (2) weeks of initial paid parental leave paid 100% by the employer, after which the employee will be able to take advantage of their available PTO and/or short-term disability insurance. When the employee returns to work, they will work a 50% schedule for the first two (2) weeks back at work, and the other 50% of their regular hours will be paid by the employer as paid parental leave.

An employee who has not yet reached one (1) year of service with the agency is eligible for twelve (12) weeks of leave, which may include a combination of PTO, short-term disability insurance, and/or unpaid leave.

In the event that an employee needs to take short-term disability related to a loss of a pregnancy, they will be eligible for the above paid parental leave policy (i.e., two weeks of paid leave).

Pregnant employees shall be eligible for the use of paid and unpaid short term disability insurance in the same manner as any other disabled or ill employee. Such short-term disability insurance leave eligibility shall begin upon certification by the employee's attending physician that due to pregnancy, the employee is disabled in terms of their ability to perform the duties of their position. Such employees shall then be eligible to receive short-term disability benefits in the same manner as is provided for any other ill or disabled employee during the remaining period of pregnancy and until such time as the employee is certified able to return to work by their attending physician.

*This article will be automatically reopened and updated in fall of 2025, for a new effective date to align with the new Minnesota policy on paid family leave taking effect on January 1, 2026.*

### **C. Domestic Violence Leave.**

Agate will provide victims of domestic violence, sexual assault, or stalking, the opportunity to take time off from work. This leave is available to all employee Victims and their household members can use domestic violence leave for:

- Legal or law enforcement assistance and court proceedings.
- Medical and psychological help.
- Help from social service programs.
- Safety planning.
- Relocating.

Domestic violence leave is not limited by an employee's available paid time off. Employees will work with their manager to establish if and how much unpaid time may be feasible. An employee's job is protected by law when using this leave. Employees can also request a reasonable safety accommodation from the Employer which may include:



- A job transfer or reassignment, as feasible.
- Changing work telephone or email.
- Removal of employee name and photos from public directories and materials.
- Implementation of safety procedures.

Documentation: When an employee requests to use domestic violence leave or requests a reasonable safety accommodation, the employer can request that the leave or accommodation be supported by verification. Appropriate documentation can include:

- Police reports or court documents.
- An employee's written statement.
- A statement from a provider, clergy, attorney, or advocate.

Reasonable safety accommodations must be in response to actual or threatened domestic violence, sexual assault, or stalking. Employers must provide reasonable safety accommodations when requested unless it creates undue hardship.

Confidentiality: An employee is not required to produce or discuss any information with the employer that is beyond the scope of verification or that would compromise the safety of the employee or employee's family member. Employers must maintain confidentiality of all information and documentation provided by the employee.

**D. Jury Duty/Witness Summons Pay.** When an employee is summoned for jury duty or as a witness in court, the employer will pay the difference between the employee's court stipend, and the scheduled work hours missed due to that summons. All PTO accrual, as well as payroll deductions, including taxes and benefits, will be calculated as normal. Any hours not on jury duty will be worked.

**E. Voting Leave.** Employees are encouraged to take advantage of Minnesota's no-excuse absentee and early voting laws. In the event they are unable to do so, Employees will be granted the necessary time during the working day, when it is not possible for them to vote outside of work time, during governmental elections, consistent with Minnesota Statute § 204C.04. The employee must notify their immediate supervisor at least one (1) day in advance and shall also endeavor to vote either at the beginning or end of the working day.

**F. Bereavement Leave.** Upon request, the Employer will provide up to four days of bereavement leave to employees upon the death of a family member, including family members outside the employee's family of origin. For cultural practices requiring a longer period of grieving or funeral practices, employees will be provided use of their PTO and the option to take unpaid time off following the use of their bereavement. In total, an employee may take a maximum of ten days of paid bereavement leave in a given calendar year. To the greatest extent possible, upon



request, the Employer will provide up to one day of bereavement leave upon the death of a client or coworker.

G. **Personal Leave of Absences.** If an event that would qualify for FMLA occurs in an employee's life prior to them becoming eligible for FMLA, or after they have exhausted the extent of FMLA for a given year, the Employer will discuss the potential for an additional personal leave of absence. An unpaid personal leave of absence may be granted upon request to employees for pressing personal needs, at the discretion of Agate Housing and Services.

Unpaid leave may only be requested once all other appropriate leave balances have been exhausted. Agate will attempt to hold an employee's position open for the period of unpaid personal leave, if such leave is 6 weeks or less. Employee benefits will be continued in the same manner as received prior to the leave, but the employee will be expected to remit payment for the employee's portion of the health insurance premium prior to departing for unpaid personal leave, and in an amount equivalent to the expected period of absence.

Requests for unpaid personal leaves must be made in writing to the employee's supervisor with a copy to Human Resources. This request should indicate the reason and the length of the leave. The supervisor shall review the request and consider the effect the leave will have on the ability of the department to carry out its responsibilities and the quality of the employee's performance prior to the submission of the request. All unpaid personal leaves must be approved by the supervisor and concurred with by the Director of Human Resources.

H. **Equal Coverage.** The Employer will offer leaves of absence to eligible bargaining unit employees on the same terms and under the same conditions as non-contract employees.

## **ARTICLE 20: NON-DISCRIMINATION/HARASSMENT**

A. **Protected Classes.** 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 or ancestry, gender, gender identity or expression, sexual orientation, disability, age, marital status, familial status, status with regard to public assistance, genetic information, veteran status, membership or activity in a local human rights commission or any other characteristic protected by law.

B. **Non-Discrimination/Harassment.** Employees have the right, as protected by law, to work in an environment free from harassment and discrimination by an Agate employee with regard to the protected classes described above. In general, harassment may take many forms, but the most common forms include verbally inappropriate or offensive remarks, threats, abuse, or intimidation that convey derogatory or ridiculing attitudes; unwelcome physical contact, touching, staring, following, or intimidating or hostile physical acts; and visual references such as offensive or obscene photographs, pictures, posters, drawings, calendars, notes, invitations, and displays that show hostility. The union is not responsible for investigating claims of harassment between bargaining unit members.

C. **Union Membership.** There shall be no discrimination by the Employer or by the Union against any Employee because of membership or non-membership in the Union or because of the assertion of rights afforded by this Agreement.

## **ARTICLE 21: GENDER-AFFIRMING PRACTICES**

The Employer encourages employees to bring their whole selves to work and wishes to affirm the rights of employees related to gender identity and expression. This statement is written to support the needs of employees who are transgender, nonbinary, gender-nonconforming, gender-fluid, or genderqueer; however, these statements apply to all employees, including those who are cisgender, and no employee will be required to explain or identify their gender in order to have this article apply to them.

A. **Internal Records.** At the request of an employee, the Employer will change the employee's name and pronouns on all internal records, to include email addresses, agency accounts, and employee directories or listings. The employee can also request the agency to update any and all public or internal photographs, including identification badges. It is the responsibility of the employee to notify the Employer, by contacting Human Resources, to request a record change of name, pronouns, and/or photographs. No employee will be asked to provide formal documentation of a name change in order for this process to take place for internal records.

B. **Communications and Agency Culture.** The Employer expects everyone at the workplace or engaged in the Employer's business to speak or refer to Employees by their self-identified name and pronouns. The Employer will employ best efforts to use gender neutral language in all Employer produced job postings, on-boarding materials, policy manuals, and other materials. The Employer respects the right of all Employees to make their pronouns known and to have them honored. The Employer also respects the right of Employees who do not wish to state their pronouns during meetings or other work events. Supervisors and Employees will carefully consider when it makes sense to have pronouns be a part of introductions at meetings as a way to live the Employer's values and balance the personal preferences of all Employees.

C. **Facilities Usage.** The Employer has made efforts to change restroom facilities at Agency buildings to be non-gendered. All Employees may use the restrooms and changing rooms that they are most comfortable with.

## **ARTICLE 22: GROUP INTERVIEW PARTICIPATION**

When the Employer conducts a second round 'in-person' interview of an external candidate for a bargaining unit position, the employer will notify employees holding the same position who have informed the employer of their interest in participating. The employees will be notified of the date and time of the interview and encouraged to participate.

## **ARTICLE 23: WAGES**

A. **Across-the-Board Wage Increase Retroactively Effective July 2023.** Retroactively effective July 1, 2023, all bargaining unit employees received a \$1.00 across-the-board wage increase. Management commits to completing a comprehensive wage study in the 2024 fiscal year, for the purpose of informing negotiations on a revised wage grid during a wage reopener in spring 2024 (to be effective July 1, 2024).

B. **Minimum Wage Rates.** The following shall be the "minimum hourly rate" for all new bargaining unit employees according to the following job titles:



<b>Job Title</b>	<b>Minimum Starting Hourly Wage</b>
Custodial & Maintenance Workers, Kitchen Aides, Housekeepers	\$18.34
Shelter Workers, Resident Assistants, Chefs, Welcome Center Advocates	\$20.73
Shelter Advocates, Case Managers, Street Outreach Workers, Employment Specialists, Lead Resident Assistants, Representative Payees	\$21.42
Coordinators, Housing Locators, Lead Outreach Workers, Lead Shelter Advocates, Lead Case Managers, Next Step Assessors	\$22.85
LADC Counselors, Clinical Case Managers	\$26.58

These rates represent a floor and nothing prevents the Employer from paying a higher wage.

C. **Increases to Minimum Wage Rate for New Hires.** Beginning on the first full pay period following ratification of the contract, Employer agrees to implement an additional initial hourly rate increase to the minimum starting hourly wage as stated below for newly-hired bargaining unit employees with any of the following experiences or credentials (up to \$1.50):

<b>Experiences/Credentials</b>	<b>Addition to Hourly Rate</b>
Lived Experience with Homelessness	\$.50
Fluent in a language that reflects our client's needs	\$.25
2 years of relevant work experience	\$.25
Active Social Work Licensure	\$.50

When a new employee is given a job offer, the employer shall notify them of the experience/credentials grid, and the new employee shall have the ability to notify the employer of their experience/credentials. There shall be no time requirement of lived homelessness and no further proof required for that credential.

These rates represent a floor and nothing prevents the Employer from paying a higher wage.

A. **Pay Differentials.** The following differentials will be paid to all employees working scheduled shifts on the evenings and weekends (up to \$2.00 per hour total):



Employees will receive a \$1.00 per hour shift differential for scheduled hours worked between 11:00pm and 9:00am, when the shift begins between the hours of 11:00pm and 4:00am.

Employees will receive a \$1.00 per hour weekend differential for scheduled hours worked between 12:00am Saturday and 11:59pm Sunday.

B. **Wage Reopeners in 2024 and 2025.** Subject to the reopener provision in Article 36, bargaining unit employees will receive a minimum 2.0% across-the-board increase beginning on the first full pay period in July 2024, and a 1.0% minimum across-the-board increase beginning on the first full pay period in July 2025.

C. **Longevity Wage Increase.** All bargaining unit employees will receive a 2.5% increase to their current hourly rate upon completion of their fifth year of service. This increase will be effective on the first full pay period following the employee's anniversary date or the first full pay period following ratification of the contract, whichever is later. All Bargaining Unit Employees hired on or after December 1, 2022 will be eligible for a retention bonus of \$1000 payable on the first payroll following their one-year employment anniversary date. This provision will be re-opened for negotiations following the comprehensive wage study.

#### **ARTICLE 24: PROBATIONARY PERIOD**

Upon commencement of employment, all employees covered by this Agreement shall serve a probationary period of 90 calendar days. The Employer may extend this probationary period for an additional 30 calendar days upon notice to the Union with a statement regarding the reason for the probationary extension. During the probationary period, employees have no seniority rights and employees may not apply for another position at the Employer. Upon completion of the probationary period, the employee will be credited with seniority from their starting date. Probationary employees may be discharged at the sole discretion of the Employer, with or without cause, and without recourse under this Agreement.

#### **ARTICLE 25: SENIORITY**

"Seniority" is defined as the total number of hours worked since the Employee's latest date of hire. The Employer will provide the Union with an updated seniority list by September 30 each year.

In the event of two or more employees having the same amount of seniority, preference will be given first to employees who have previously worked with Agate. In the event of a further tie, seniority will be determined by lot.

#### **ARTICLE 26: LAYOFFS**

In the event it becomes necessary to layoff bargaining unit employees, layoffs will occur by inverse seniority among those employees within the same classification number (see Appendix 1). Recall to work will follow seniority. The Employer will encourage laid-off staff to apply for open positions with the Employer. Before implementing involuntary layoffs, the Employer will first solicit voluntary layoffs.

Should there arise a need for layoffs, the Employer will meet with the Union to bargain over the effects of the layoffs.

## **ARTICLE 27: PTO**

The Employer shall provide to eligible employees covered by this contract the paid time off (PTO) plan that is made available to non-contract employees of the Employer. The parties agree to bargain before any changes to this Article.

A. **PTO Accrual.** The current PTO accrual schedule for eligible employees is as follows:

<b>Length of Service</b>	<b>Accrual Per Year</b>	<b>Accrual Per Pay Period</b>	<b>Maximum PTO Balance</b>
0-12 months (first year)	20 days/year	6.15 hours	160 hours
13-48 months (years 1-4)	25 days/year	7.69 hours	200 hours
49-108 months (years 5-9)	30 days/year	9.23 hours	240 hours
109+ months (9+ years)	35 days/year	10.77 hours	280 hours

Employees will be allowed to use any available PTO upon hire. Employees with at least one year of service and a PTO balance of at least 80 hours may “cash out” up to 40 hours of PTO once in any 12-month period.

B. **PTO for Part-Time Employees.** The Employer shall provide to full time and part time employees covered by this contract the paid time off (PTO) plan that is made available to non-contract employees of the Employer. Part-time employees will accrue PTO at a pro-rated basis. Employees who work less than 20 hours per week will accrue paid sick time in accordance with Minneapolis’s Sick and Safe time Ordinance. The parties agree to bargain before any changes to this Article.

C. **Coverage for PTO.**

Time off requests must be submitted utilizing the payroll software provided by the Employer. In the event the employee does not currently have PTO to cover a future request, the employee can submit a written request to their manager. Requests are considered on a first-come, first-served basis and subject to the following factors:

- PTO balance is available to cover the requested date(s)
- Other requests are not already submitted for the same date(s)
- Staffing is available to cover the request
- Request is submitted by the deadline as outlined above



If two requests are submitted at the same time for the same date(s), approval will be given based on the criteria above, and priority will be given to the individual who has experienced a longer gap since their last approved PTO request.

Requests for time off submitted after the deadline may not be approved. Consideration will be given if the employee finds like-time replacement coverage for their shifts. For example, if the employee is scheduled 40 hours or less, they must find non-overtime coverage for their shift.

D. **PTO Donation Bank.** The employer will solicit PTO donations on a quarterly basis and communicate to employees the availability of the PTO bank.

E. **PTO Payout.** Upon separation from the service by resignation, retirement, layoff, expiration of a leave of absence, or death, 100% of the employee's unused accumulated PTO time shall be paid to the employee. To be eligible for this payout, for any circumstance other than death, employees must have at least 90 days of service and meet the following criteria:

- resign in writing;
- give a minimum of two weeks (14 calendar days) notice; and
- work at least two weeks of the employee's FTE.

Employees (a) with less than 90 days of service, (b) who fail to resign in writing and work at least two weeks of the employee's FTE and/or (c) who are terminated due to policy violation or cause will not receive any payment for accrued but unused PTO when they leave the Employer. Under these circumstances, all PTO is forfeited.

## **ARTICLE 28: SUBCONTRACTING**

In the event that the Employer's decision to subcontract affects bargaining unit employees, the Employer agrees to notify and offer to bargain with the Union over the effects of the decision.

The Employer agrees that a decision to subcontract will not result in the layoff or involuntary reduction of the FTE of any current bargaining unit employee.

## **ARTICLE 29: VACANCIES**

The Employer in its sole discretion will determine when there is a vacancy. In the event there is a vacancy or the creation of a new position, the Employer shall post vacant or new positions for a minimum of seven (7) days.

The Employer shall email and post all job postings on the Agate website. All qualified bargaining unit members in good standing shall have the right to apply for jobs that have been posted. If such employee submits a complete application within the seven (7) day internal posting period, they will receive a screening interview.

## **ARTICLE 30: 401K**

The Employer shall provide to eligible employees covered by this contract the same 401(k) plan or a similar plan with the same benefits that is made available, and as may be amended from time to time at the sole discretion of the Employer, to non-contract employees of the Employer. If the Employer makes changes to the 401(k) plan, the Employer will notify the Union of the changes.

## **ARTICLE 31: INSURANCE BENEFITS**

An employee covered by this contract will be offered to participate in the Employer's insurance plans on the same basis as the employer's non-contract employees.

A. **Health Insurance.** Eligible employees may elect to be covered by the Employer's non-contract health insurance program as it may be amended at the sole discretion of the Employer. Employees who are eligible and elect coverage shall pay the same amount towards the monthly premiums as non-contract employees. Coverage for eligible employees who elect health insurance will commence on the applicable date as provided by the terms of the Plan.

B. **Other Insurance Offerings.** The Employer will offer all insurance benefits that it offers to non-union employees on the same basis and on the same terms as non-contract employees.

C. **Insurance Plan Design and Premiums.** The Employer shall have the exclusive right to establish and subsequently modify, from time to time in its sole discretion, the design of any insurance plan or plans that are offered to employees. The Employer shall also have the exclusive right to establish and subsequently modify the premium structure in its sole discretion. If the Employer makes changes to the health insurance plan, the Employer will notify the Union of the changes.

D. **Create Health-Care Consensus LMC.** The Union and Employer will add health care coverage as a standing agenda item for the regular LMC to discuss issues and concerns around benefits, access to benefits, and plan design issues, as well as other benefit issues as they arise.

## **ARTICLE 32: VOLUNTARY RESIGNATION**

Employees must give the Employer at least fourteen (14) days' written notice of resignation. Failure to provide the required notice or work at least ten (10) days will result in the forfeiture of any accrued and unused paid time off in accordance with the paid time off policy.

## **ARTICLE 33: EMPLOYEE ASSISTANCE PROGRAM**

The Employer will make available to bargaining unit employees the same Employee Assistance Program offered to non-contract employees.

## **ARTICLE 34: HOLIDAYS**

Starting January 1, 2021, employees will receive Holiday Pay for up to eleven (11) Floating Holidays annually, which may be used for any religious, cultural, or personal holiday. Employees



must designate their full floating holiday schedule by December 1 of the year prior, or at the date of their hire. Employees hired after January 1 will receive a prorated number of floating holidays (i.e., one day for every full month remaining in the calendar year). When creating schedules, management will endeavor to provide coverage for all employees' floating holidays. When multiple employees within a program or job function request the same floating holiday, management will use seniority as a method of prioritizing staff who will receive the day off for their chosen floating holiday.

Employees who want to change a floating holiday designation must submit a written request to their supervisor no later than 60 days before both the currently-designated holiday and newly-requested holiday occur. Changes are subject to manager approval.

Employees who request a Floating Holiday that cannot be accommodated as time off (and therefore are required to work on that day) will be paid time and one-half for all hours worked on that day plus up to eight (8) hours of Holiday Pay for that day.

Part-time employees must work at least 15 hours each week in order to be eligible for Holiday Pay. Holiday Pay is pro-rated for part-time employees based on PTE status.

If a Holiday falls during an employee's paid absence, Holiday Pay will be provided instead of PTO that would have otherwise applied.

Holidays are not paid when the employee is "inactive," such as during the unpaid portion of an employee's leave of absence.

Holiday Pay does not count as hours worked for purposes of determining overtime. Floating Holidays are not an accrued benefit and are not subject to payout.

#### **ARTICLE 35: SAVINGS CLAUSE**

In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet promptly for the purpose of renegotiating the provision so invalidated.

#### **ARTICLE 36: DURATION**


This Agreement shall be in full force and effect from July 1, 2023, through and including June 30, 2026, and then from year to year thereafter, unless at least sixty (60) days prior to the termination of the initial period or any yearly period, either party shall serve on the other party, written notice that it desires to modify or terminate this Agreement.

This Agreement shall be reopened for purposes of negotiations over wages (Article 23) only, effective July 1 each year, with negotiations commencing at least 60 days prior to July 1. The Agreement shall be reopened in October of 2025 for the purpose of negotiating the paid family leave policy (Article 19.B) in order to bring us in alignment with the new Minnesota policy on

paid family leave which takes effect on January 1, 2026. Upon the reopener, all other provisions and all other articles of this Agreement shall remain in full force and effect.

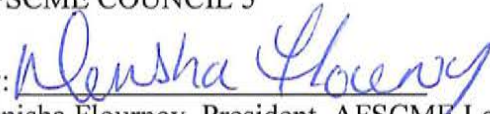
Dated: 10/2/23

AGATE HOUSING & SERVICES

By:   
Kyle Hanson, Executive Director,  
Agate Housing and Services

Dated: 10/2/23

AFSCME COUNCIL 5

By:   
Denisha Flournoy, President, AFSCME Local 999

By:   
s.a. Hathaway, Vice-President, AFSCME Local 999

By:   
Tim Blase, Field Representative,  
AFSCME Council 5



## APPENDIX I

*(Note: The parties have agreed that Appendix I will be reviewed by Labor-Management Committee, and the Labor-Management Committee may, if it deems appropriate, propose a revised version of Appendix I to the Employer for consideration).*

<b>Department</b>	<b>Classification #</b>	<b>Job Title(s)</b>
Housing Programs	1	Family Supportive Housing Case Manager
Housing Programs	2	Family Supportive Housing Case Manager Lead
Housing Programs	3	Family Rapid ReHousing Case Manager CT1 Rapid ReHousing Case Manager Employment Enriched Rapid ReHousing Case Manager Rainbow Rapid ReHousing Coordinator
Housing Programs	4	Family Rapid ReHousing Case Manager Lead
Housing Programs	5	Three Month Family Rapid ReHousing Case Manager
Housing Programs	6	Families Fast Track Case Manager
Housing Programs	7	Single Adult Supportive Housing I Case Manager Single Adult Supportive Housing 2 Case Manager
Housing Programs	8	Single Adult Supportive Housing I Case Manager Lead Single Adult Supportive Housing 2 Case Manager Lead
Housing Programs	9	Singles Rapid ReHousing Case Manager
Housing Programs	10	Single Adult FastTrack Case Manager
Housing Programs	11	Targeted Prevention Case Manager Pohlad Prevention Case Manager
Housing Programs	12	Traditional Prevention Case Manager
Housing Programs	13	Diversion Worker
Housing Programs	14	Housing Locator
Housing Programs	15	Next Step Assessor
Housing Programs	16	Employment Specialist.
Outreach	17	Street Outreach Worker 1
Outreach	18	Street Outreach Worker 2
Outreach	19	Street Outreach Worker Lead
Outreach		Street Outreach Operations Coordinator
Shelter	22	Shelter Worker
Shelter	23	Shelter Advocate
Shelter	24	Shelter Advocate Lead
Welcome Center	25	Welcome Center Advocate
Facilities	26	Custodian
Facilities	27	Maintenance Worker

