

Collective Bargaining Agreement

between the

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
MN COUNCIL 5, LOCAL 3481,
Federation of Social Justice Advocates

and the

Greater Minneapolis Crisis Nursery

In Effect through June 30, 2025

ARTICLE 1: RECOGNITION

Greater Minneapolis Crisis Nursery (hereinafter referred to as the "Employer" or "Nursery") recognizes the American Federation of State, County and Municipal Employees (AFSCME), MN Council 5, Local 3481, Federation of Social Justice Advocates, (hereinafter referred to as the Union) as the exclusive bargaining representative of the employees in the following bargaining unit:

All full-time, part-time, and on-call Child Development Specialists, Lead Child Development Specialists, Receptionists, Family Advocates, and Lead Family Advocates employed by the Greater Minneapolis Crisis Nursery at its Minneapolis, Minnesota, facilities, excluding all other employees.

ARTICLE 2: EQUAL OPPORTUNITY

The Employer and the Union are committed to ensuring equal employment opportunities in the workplace without regard to race, color and creed, religion, marital status, age, national origin, disability of an otherwise qualified person, sexual orientation, gender or status with regard to public assistance.

ARTICLE 3: EMPLOYMENT AND DEFINITIONS

Section 1: Definitions

- a. Regular full-time employees are defined as employees who are regularly scheduled to work at least thirty (30) hours per week and who have successfully completed the one hundred and eighty (180) day probation period.
- b. Regular part-time employees are defined as employees who are regularly scheduled to work less than thirty (30) hours per week and who have successfully completed the one hundred and eighty (180) day probation period.
- c. Regular on-call employees are defined as employees who are not regularly scheduled to work, but (1) who are available on-call to either substitute for an absent regular full or part-time employee or, if a Family Advocate employee, be available to work during the hours of 5:00 pm to 8:30 am, and (2) who has successfully completed the one hundred and eighty (180) day probation period. Regular on-call Child Development Specialists employees must work at least thirty-two (32) hours every thirty (30) days to retain employment with the Nursery. Casual on-call employees – both Child Development Specialists and Family Advocates must work at least sixteen (16) hours every sixty (60) days to retain employment with the Nursery.
- d. The employee must have complied with the Employer's hiring procedures as stated in the employee handbook, including completing the necessary personnel forms.
- e. An employee's anniversary date for purposes of this agreement shall be an employee's first day of orientation.

Section 2: Job Descriptions

The Employer shall develop and maintain current job descriptions for each bargaining unit position, and shall have the right to periodically update such job descriptions, with notice. All bargaining unit employees will be given a copy of the job description for the position for which the employee was hired, The Employee should sign the job description at the first day of orientation and may be required to reacknowledge the responsibilities listed in the job description periodically throughout his or her employment. Upon request, the Employer shall provide to the Union copies of any job descriptions maintained by the Employer. The Union will give all bargaining unit employees a copy of this contract.

Section 3: Orientation/Staff Training

a, Orientation, The Employer shall provide all newly hired employees with a complete orientation program.

b. Training. The Employer shall provide all regular employees with opportunities for on-going training. Each full-time employee must complete twenty-four (24) hours of training per year if required by their position description.

Section 4: Job Performance Evaluations

Job performance evaluation is integral to supporting employees in developing skills, achieving competence and making contributions through their work. Therefore, the Employer shall maintain an evaluation process which measures an employee's job performance in an objective and accurate manner.

a. Probationary employees shall receive a performance evaluation before the end of one hundred eighty (180) days of employment as outlined in Article 4 of this agreement.

b. Non-Probationary employees shall receive a performance review by their immediate supervisor at least annually within one month of their anniversary date.

Section 5: List of Current Employees

A list of all employees in the bargaining unit, their addresses, job titles, phone numbers, work location, status, number of hours worked, authorized hours, and hire dates, and the rate at which they will be paid will be provided to the Union on a monthly basis by the Employer. This list will include a summary of hours paid to on-call employees during that month. This list will be distributed by the last day of the month.

Section 6: Payment Schedule

Pay periods for bargaining unit staff are bi-weekly, with twenty-six (26) pay period per year.

Section 7: Full-time Benefits

Full-time employees, as defined in Section 1 of this Article, will be entitled to full benefits based on their assigned full-time status.

Section 8: Part-time Benefits

Part-time employees, as defined in Section 1 of this Article,, shall not be eligible for benefits except for those that this agreement expressly identifies as extending to part-time employees.

Section 9: On-Call Benefits

On-call employees shall not be eligible for benefits except for those that this agreement expressly identifies as extending to on-call employees.

Section 10: Definition of FTEs

Full-time equivalents are defined as follows:

For Child Development Specialists Employees:

- 1.0 FTE is scheduled for 82.5 hours in a 14 day pay period
- 0.9 FTE is scheduled for 74.25 hours in a 14 day pay period
- 0.4 FTE is scheduled for 33 hours in a 14 day pay period
- 0.2 FTE is scheduled for 16.5 hours in a 14 day pay period

For Family Advocate employees:

- 1.0 FTE is scheduled for 80 hours in a 14 day pay period
- 0.9 FTE is scheduled for 72 hours in a 14 day pay period
- 0.2 FTE is scheduled for 16 hours in a 14 day pay period

This definition of FTE is meant to reflect actual work hours scheduled for a full-time, bargaining unit position, but is not meant to affect eligibility for overtime after a specified number of hours worked in a given work week under state and federal law or eligibility for employee insurance coverage based on a specified minimum number of hours worked per week under the applicable insurance plan documents.

ARTICLE 4: PROBATIONARY PERIOD

A period of up to the first one hundred eighty (180) days of employment shall be a probationary period during which time an employee may be discharged without regard to the provisions of Article 15 of this contract. However, once an employee has worked 90 days, the employee shall be able to use accrued PTO as set forth in Article 7 and such employee shall receive a wage increase on the following pay period after the 90th day in accordance with the wage rates in Appendix A. At the time of the one hundred eighty (180) day performance evaluation, the employee will be informed in writing of the requirements necessary to complete their probationary period. The decision to take an employee off probationary status before the end of the first one hundred eighty (180) days of employment rests solely with the Employer and the

Employer will notify the Union in writing of this decision. The probationary period may be extended by a period of 30 days beyond the first one hundred eighty (180) days by the Employer, if the employee has failed to meet orientation requirements and employer licensing requirements. All absences in excess of one week during the probationary period, shall automatically extend the probationary period proportionately. All probationary employees shall be evaluated by their immediate supervisor after forty-five (45) days of employment. The Employer's decision to discharge a probationary employee shall not be subject to the grievance procedure in Article 17.

ARTICLE 5: WORK WEEK AND OVERTIME

Section 1 : Work Week

a. The work week will begin at 12:00 a.m. on Sunday and end at 11:59 pm on the following Saturday. The work day will commence at 12:00 a.m. and end at 11:59 pm.

b The Employer shall provide the Union with fourteen (14) days' calendar notice before it makes any long term departures from the normal work day or work week, changes the normal work day between an eight (8) hour day and a ten (10) hour day, or establishes a new shift. Upon request, the Employer will discuss any changes with the Union prior to implementation, to afford the Union an opportunity to express its views. This provision shall not apply to changes made to address short staffing needs.

Section 2: Overtime

Work performed in excess of forty (40) hours per week shall be paid at the overtime rate of one and one-half (1 1/2) times the regular rate of pay.

Section 3: On-Call Overtime

Individual on-call employees shall not be scheduled to work in excess of forty (40) hours per week,

Section 4: Meals and Breaks

a. Child Development Specialists employees who work an eight (8) hour shift shall be entitled to one paid meal period while working.

b. Child Development Specialists employees who are required to spend their paid mealtime supervising children will be provided with a meal at the cost of the Employer.

c. Employees who work at least four (4) hours in a shift will be entitled to one (1) fifteen (15) minute paid break except in cases of emergency. For Child Development Specialists employees scheduled to work an eight (8) hour shift, the employee may, in consultation with the lead, combine the two (2) fifteen-(15) minute breaks into a single thirty (30) minute break, provided such breaks shall not cause any disruption or otherwise adversely affect child care ratios. Such combined breaks shall not be scheduled during the first or final hour of a shift. The lead has final approval on whether a break may be combined and when it may be scheduled. For Family Advocate employees scheduled to work an eight (8) hour shift, the employee may, in

consultation with the Family Services Manager, combine the two (2) fifteen-(15) minute breaks into a single thirty (30) minute break. Such combined breaks shall not be scheduled during the first or final hour of a shift. The Family Services Manager has final approval on whether a break may be combined and when it may be scheduled.

Section 5: Scheduling

The Employer will determine schedule options based on the needs of the Nursery, including balancing such factors as staff/child ratio, staff qualifications, etc. Then, of the schedule options made available, the most senior staff will select first, then the next most senior staff, and so on, until all staff have selected a work schedule. This Article 5, Section 5, shall apply to block changes to the work schedule (e.g., a change that results in the creation of a new shift or the elimination of an existing shift). Consistent with past practice, it shall not apply to temporary scheduling vacancies, such as those that result from employee absences due to illness, vacation, maternity/family leave, and so forth, which may be filled in the Employer's sole discretion.

ARTICLE 6: WAGES/PROMOTIONAL OPPORTUNITIES

Section 1: Wage Rates and Increases

- a. Employees' initial wages under the agreement are set forth in Appendix A hereto.
- b. Probationary employees will be paid at least the minimum wage rate for their job classification. Upon successful completion of the probationary period, PTO accrual rates shall be determined retroactively to the date of employment and a fifty (50) cent increase in wages will be awarded. Any non-probationary employees making less than the post-probationary wage will be increased to the post-probationary wage.
- c. All employees currently holding positions in the bargaining unit shall be given the following raises on the dates specified:
 - New minimum wage grid implementation (Appendix A) on the first day of the first payroll period following ratification of this Agreement, with a 6 % increase for those employees whose wages are currently above the wage grid.
 - 5% across the board wage increase to current employees on July 1, 2023 and July 1, 2024.
- d. Child Development Specialists employees working hours between 2:45 pm and 7am shall be paid a shift differential of \$1.00 per hour. Such shift differential shall be paid in addition to other forms of premium compensation for which the employee qualifies. Family Advocate employees will be paid an additional r \$1.00/hr for hours actually worked between 9:00 pm (midnight) to 5:00 am.
- e. The Employer will provide to the Union annually an anonymous listing of the percentage amounts of performance increases given during the previous year to all bargaining unit employees.

- f. All leads shall receive the pay according to the Lead Grids in Appendix A for all time worked regardless of whether they are assigned to act as lead for a particular shift.
- g. Call Back Pay: Employees called to the work site by the Employer shall be paid for hours actually worked at their regular rate of pay but not less than three (3) hours.
- h. Employees working on Saturday or Sunday will be paid a weekend differential of seventy-five (75) cents per hour. Such differential shall be paid in addition to other forms of premium compensation for which the employee qualifies.
- i. After Hours Pay for Family Advocates: After hours shifts take place at home, unless a call comes in that requires an in-office meeting with a family. After hours shifts are compensated at a rate of \$50 per 8-hour timeframe. Family Advocate After Hours shifts last from 5pm until 8:30am. In addition, employees' appropriate hourly rates apply for any time spent responding to calls and completing follow-up documentation.

Section 2: Promotional Opportunities

- a. In accordance with Article 16, Section 6, all open Lead Child Development Specialist positions will be posted. All Child Development Specialists who meet the minimum qualifications of this position and have held the Child Development Specialist position for at least one year are eligible to apply for promotion. Applicants will be selected for the open Lead Child Development Specialist position in accordance with Article 16, Section 6. Employees of less than one (1) year may be invited to apply for open Lead Child Development Specialist positions at the discretion of the Employer. The probationary period for the Lead Child Development Specialist position shall be a period of sixty (60) days. An employee promoted to Lead Child Development Specialist will receive a pay increase of either 3% or an increase to the Lead Child Development Specialist starting salary, whichever is higher.
- b. If an employee is promoted to a higher grade level, the employee will not be assigned a new anniversary date at the time of promotion.

Section 3: Transfer

An employee who transfers at his/her request to a position at the same or lower level will be subject to the salary rates of the new position. Credit for previous experience and length of service will be considered by the Employer on an individual, case by case basis.

Section 4: Probationary Period Due to Transfer/Promotion

During the first sixty (60) days served in each position attained by an employee due to transfer, promotion, or change of position, the Employer will evaluate the employee's ability to perform the responsibilities of the new position. An employee may be returned to his/her previously held position if the Employer determines, during this period, that the employee is not meeting the standard of the new position.

Section 5: Salary Wage

No applicant will be hired at a higher rate than a current employee in the same position with comparable experience or education, provided that comparable experience and education shall be determined at the sole discretion of management.

ARTICLE 7: PAID TIME OFF

Section 1: Eligibility

All full-time and part-time employees who work at least 20 hours per week will be eligible to accrue Paid Time Off (PTO) on a per year basis Part-time employees who work less than 20 hours per week and On-Call employees are not eligible for PTO. PTO can be used for vacations, sick time needs and holidays of the employee's choice. Unauthorized absences may be subject to discipline, as has been past practice and policy, all planned use of PTO will require supervisor approval. Employees who work less than 20 hours per week, such as on-call employees, will accrue paid sick time in accordance with Minneapolis’s Sick and Safe time Ordinance.

PTO will accrue during the Nursery probationary period, but will not be available for new employees to use until the 90th day of the probationary period has been satisfied. The Nursery will comply with any applicable State or Local statute or ordinance concerning paid time off, provided that the statute or ordinance does not reduce accruals outlined in this contract.

Section 2: Requesting Use of PTO time: Employees must submit requests for use of PTO in writing at least fourteen (14) days in advance. Requests submitted more than sixty days in advance shall be granted on a first-come, first-granted basis. Other requests will be granted in seniority order among equally qualified employees requesting the same days off. When such request is made within thirteen (13) days or fewer of the date(s) of requested use, the Employee is responsible for finding coverage of that shift(s) before the Nursery will approve the PTO request.

The Nursery shall approve or deny requests within 7 days of receiving the request.

Section 3: Accrual of PTO time and Carry-over of PTO Balances

Accrued PTO shall be earned according to the following schedule:

Years of service	Accrual Rate	Maximum # of hours earned per year	Maximum # of days earned per year
0-3 years	0.10769 hours/regular hour paid	224 hours	28 days
3-5 years	0.12692 hours/regular hour paid	264 hours	33 days

5+ years	0.14615 hours/regular hour paid	304 hours	38 days
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b. Unused, accrued PTO can be carried over from year to year, but an employee's balance of accrued, unused PTO (including any carry over PTO) can never exceed one and one half (1.5) times the maximum number of PTO hours the employee could accrue in that calendar year. For instance, an employee who could accrue up to 200 PTO hours per year, based on length of service, would not be allowed to accrue a balance of unused PTO (including carry over) beyond 300 hours in that current year. In that situation, the employee would not accrue any additional PTO unless or until the employee used PTO, thereby drawing down the existing balance below 300 hours, or moved into the next accrual step based on anniversary date, thereby increasing the maximum allowed under the one and one-half (1.5) times accrual cap from 300 hours (200 X 1.5) to 360 hours (240 X 1.5).

c. PTO at Employment Termination: Consistent with Article 15 of this Agreement, the Nursery will pay out 80% of the employee's balance of any accrued, unused PTO upon an employee's termination of employment and at the employee's final wage rate so long as the employee has provided the Nursery with at least two (2) weeks written notice and works the full notice period of two (2) weeks. Employees who do not provide or work at least two (2) weeks notice shall not be paid any of their accrued and unused PTO.

Section 4: No Paid Holidays

Employees will no longer be paid for holidays recognized by the Nursery unless the employee actually works that day or elects to have it count as a PTO day. The following holidays are recognized by the Nursery:

New Year's Day

Memorial Day

Juneteenth

The 4th of July

Labor Day

Thanksgiving Day

The Friday following Thanksgiving Day

Christmas Day

If an employee works on a recognized holiday, the employee will be paid double-time for hours actually worked. If an employee elects to use a PTO day for a recognized holiday, it will be paid out at the employee's regular rate.

Section 5: Subject to manager approval, an employee may cash out up to 25% of the employee's then-current balance accrued and unused PTO one time per calendar year.

ARTICLE 8: RESERVED FOR FUTURE USE

ARTICLE 9: INSURANCE

Section 1: Health and Dental Insurance

The Employer will offer full-time bargaining unit employees either (i) coverage under a health plan established by the Employer, or (ii) coverage through the exchange with the Employer providing an additional payment to help employees purchase coverage. The Employer will also offer coverage under a dental plan. The Employer may change the carrier, coverage and employee premium contribution only after getting input from the Union.

Section 2: Professional Liability Insurance

The Employer shall provide all employees with adequate professional liability insurance coverage,

Section 3: Flex Plan

The Employer will make available to employees a Flex plan which will allow employees to pay for other benefits on a pre-tax basis.

Section 4: Short Term Disability

Full Time Employees bargaining unit employees will be eligible for the Employer's Short Term Disability policy.

ARTICLE 10: RETIREMENT PLAN

Bargaining unit employees shall be eligible to participate in any retirement plan maintained by the Employer according to the plan rules.

ARTICLE 11: WORKPLACE SAFETY

Worker Safety

Occupational health and safety is the mutual concern of the Employer, the Union, and employees. Employees or the Union shall report safety and health hazards of which they are aware to their supervisor. The Employer shall comply with applicable federal, state and local safety laws, rules and regulations. Nothing in this Agreement shall imply that the Union has assumed legal responsibility for the health and safety of employees.

The Employer shall provide information and training to employees on communicable diseases to which they may have routine workplace exposure. Information and training shall include the symptoms of diseases, modes of transmission, methods of self-protection, workplace infection

control procedures, special precautions and recommendations for immunizations where applicable. The Employer shall ensure that vaccinations for those employees at risk of occupational exposure to infectious agents are covered by health insurance.

An employee acting in good faith has the right to refuse to work under conditions that the employee reasonably believes present an imminent danger of death or serious harm to the employee. The Employer shall not discipline or discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested that the Employer correct the hazardous conditions but the conditions are not corrected, and the danger was one that a reasonable person under the circumstances would conclude is an imminent danger of death or serious harm. An employee who has refused in good faith to perform assigned tasks shall retain the right to continued employment.

The Employer shall ensure a healthful and comfortable indoor air environment for employees in all buildings that are owned or leased. The ventilation rates, temperature and humidity inside owned or leased buildings shall meet the recommendations established by the National Institute of Occupational Safety and Health(NIOSH) and the American Society of Heating, Refrigerating and Air Conditioning Engineers(ASHRAE). Air handling systems shall be cleaned and maintained as recommended under NIOSH and ASHRAE standards to prevent harmful exposure to contaminants.

Complaints concerning indoor air quality will be referred to the Employer. The investigation of complaints may include occupant surveys, inspection of a building's condition, sampling or other measures necessary to determine the cause of indoor air quality problems. The selection and use of any consultants in the investigation or remediation of indoor air problems shall be made in consultation with the Union. All information and reports shall be provided to the Union.

ARTICLE 12: LEAVES OF ABSENCE

Section 1: General Provision

- a. Leaves of absence will be granted to non-probationary employees as provided under this Article or required by law. To the extent that a specific law (e.g. Family and Medical Leave Act) applies and provides greater rights or benefits to employees than provided under this Article, the law will govern.
- b. 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. 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.

Section 2: Bereavement Leave

Employees will be granted up to three (3) consecutive regularly scheduled working days absence with pay from the employer due to the death of a family member (father, mother, sister, brother,

spouse/partner, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchildren).

Other types of emergencies for which an employee needs personal emergency leave will be considered on a case-by-case basis by the Executive Director.

Section 3: Jury Leave

Employees who are summoned to jury duty shall be eligible to receive the difference of their regular payroll compensation and jury duty remuneration.

Section 4: Voting Leave

Employees will be granted necessary time during the working day, when it is not possible for them to vote outside of work time during governmental elections consistent with MN State Statute 204c.04. The employee must notify his/her immediate supervisor at least one (1) day in advance.

Section 5: Military Leave

Employees who are members of the Armed Forces, Reserves or National Guard will be granted a leave of absence when called to active training for a period of up to ten (10) working days. The employee will be paid the difference between his/her basic compensation and his/her military pay. Other military leave policies will conform with applicable state and federal laws.

Section 6: Parental Leave

An employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child shall be entitled to a leave of absence not to exceed ninety (90) days, which shall run concurrently with FMLA or MN Pregnancy and Parenting Leave law.

Effective 7/1/22, the Employer will provide two (2) weeks of paid parental leave (prorated for part-time employees) to all employees with at least one year of service for the birth or adoption of a child. Paid parental leave shall be utilized within six (6) months following the birth or adoption of a child.

- a. The length of the leave, up to ninety (90) days shall be the choice of the employee.
- b. The Employer shall continue to make coverage available to employees on parental leave under the Employer's group health insurance plan on the same basis as if the employee was not on leave.
- c. Employees returning from a parental leave shall be returned to his/her position or one that is similar in pay, number of work hours, and duties,
- d. If extended time is needed in addition to parental leave and/or FMLA, employee may apply for an unpaid general leave of absence. An employee on a general leave of absence must check in with the Nursery's Human Resources officer or the employee's immediate supervisor on

a regular basis (at least once every 30 days) regarding his or her employment status and intent to return to work.

Section 7: Medical Leave

Employees are eligible to request an unpaid medical leave not to exceed six (6) months following the use of accrued PTO. A written statement from an attending medical professional will be requested specifying the nature, extent and anticipated duration of the disability.

Section 8: Other Leaves

Other unpaid leaves not covered under specific law may be granted at the discretion of the employer,

- a. If an approved general leave of absence does not exceed forty-five (45) days, the employee shall return to his/her position or one that is similar in pay, work hours and duties.
- b. While an employee is on unpaid leave status, the employer shall continue to make coverage available to the employee under the Employer's group health insurance plan but the cost of this coverage must be paid by the employee by the monthly due date for such premiums. The employee's accrued pre-leave benefits and seniority shall be retained.
- c. An employee returning from a leave of absence longer than forty-five (45) days must notify a supervisor at least two (2) weeks prior to return from leave.

Section 9: Union Leaves. Upon written request from the Union, an unpaid leave shall be granted to employees for Union business.

ARTICLE 13: WORK RELATED EXPENSES

Effective July 1, 2020, all staff using their vehicle for work-related travel will be reimbursed at a rate designated by the IRS each fiscal year. Staff are reimbursed for travel to and from the event from Greater Minneapolis Crisis Nursery or home whichever is shorter. Staff are not reimbursed for travel to and from Greater Minneapolis Crisis Nursery. Employees are also paid for approved out of pocket expenses including parking fees (employees are not reimbursed for any traffic or parking violations).

ARTICLE 14: PERSONNEL RECORDS

- a. Employees shall have the right to review their personnel records at a mutually agreeable time with Human Resources and/or immediate supervisor.
- b. During a grievance process union stewards may access personnel records with written permission from grievant.

ARTICLE 15: DISCIPLINE AND TERMINATION

Section 1: Resignation

Employees shall provide written notice of intent to resign or to change their status as far in advance as possible, but no less than two (2) weeks before the last day of work for bargaining unit staff. Employees who do not provide at least two weeks' advance notice of a resignation from their current position, or who are terminated for just cause, are not eligible to be paid out any accrued but unused PTO upon termination of employment.

Section 2: Release

Termination of an employee by the Employer for reasons beyond the control of the employee, including terminations due to budget cuts, reorganization, and discontinuance of a program shall be defined as a "release".

- a. Every effort should be made by the Employer prior to such release to give the employee another assignment that would be mutually satisfactory.
- b. Notification of release should be given to the Union in writing by the Employer at least thirty-two (32) calendar days in advance of the day of separation. Bargaining unit staff should be given notification of release by the employer at least thirty (30) days in advance of the day of separation.
- c. In such circumstances, the employee will be given the option to use PTO days accrued prior to the actual date of separation or to receive compensation for same in last paycheck.

Section 3: Discipline and Discharge

- a. Upon completion of the probationary period, employees shall be disciplined, suspended or discharged only for just cause. When an employee is to be disciplined, suspended, or discharged, the administration of such discipline, suspension or discharge shall be in private. The employee may have one union representative of the employee's choice present. The employer need not delay the administration of discipline, suspension or discharge because the union representative of the employee's choice is not available. A written copy of the discipline administered shall be provided to the employee and to the union representative.
- b. The Employer shall follow the practice of progressive discipline whenever possible. Progressive discipline shall normally involve an oral warning, written warning, 3-day suspension, and termination, However, the Employer may use its discretion in administering the level of discipline, subject to a determination of just cause under the grievance/arbitration procedure.
- c. Disciplinary action shall remain active for a period of not more than twelve (12) months from the date of the disciplinary notice for the purpose of administering future disciplinary action. Disciplinary action involving any matters of violation in approach to children policy shall remain active for twenty-four (24) months from the date of the disciplinary notice for the purpose of administering future disciplinary action.

d. Certain conduct is just cause for immediate termination. Such conduct includes, but is not limited to the following conduct:

1. Theft (this is not intended to apply to the unintentional removal of objects of miniscule value, such as the removal of a pen from the workplace at the end of the day);
2. Use or possession of alcohol or non-prescribed controlled substances on the Employer's premises (unless approved in advance by the Employer);
3. Use or possession of inhalants or other mood altering substances on the Employer's premises;
4. Reporting to work under the influence of alcohol, non-prescribed controlled substances, inhalants or other mood altering substances;
5. Fighting (physical);
6. Possession or use of firearms on Company property;
7. Possession or use of other objects intended or used in a manner to produce bodily harm;
8. Falsification of employment records or of other Company records;
9. Committing "neglect," "physical abuse", or "sexual abuse" of a child or failing to report maltreatment of a minor as set forth in Minnesota Statutes Sec. 626.556;
10. Gross insubordination;
11. Intentional destruction of Company property;
12. Intentional conduct that creates an unsafe condition that could cause serious bodily injury to any person;
13. Absconding with drugs from the facility.

All employees who are involuntarily terminated shall receive a written statement describing the basis of or reason for the discharge.

Section 4: Allegation and investigation of Child Maltreatment Involving an Employee.

If an employee is ever identified in an allegation or suspicion of maltreatment, the Employer will take appropriate action, giving consideration to the welfare of the children, the employee and the Employer. To this end, the Employer will cooperate with child protection, police and the State Department of Human Services. In addition, while the investigation is in process and pending an outcome of "No Finding of Maltreatment", the Employer will suspend the employee for thirty (30) days or until a determination is made by licensing, whichever is less, with pay, prorated FTE. If the allegation is substantiated and there is a finding of maltreatment, the Employer will immediately terminate the employee. The Employer is obligated by Minnesota Statute Chapter #372 to disclose a substantiated allegation to future Employers in Human Service areas.

Section 5: Suspension

Regular employees who are suspended due to allegation and investigation of child maltreatment involving a child shall be suspended with pay up to thirty (30) days or until the Employer has conducted an investigation of the situation, whichever is less, which prompted the suspension.

Once the investigation is complete, the employee can be suspended without pay or terminated if an outcome of reasonable suspicion is found.

Section 6: Appeal

Non-probationary employees may appeal a termination or unpaid suspension under the grievance procedure set forth in this agreement.

ARTICLE 16: SENIORITY

Section 1: Seniority Defined

The anniversary date for employees is their original date of hire. An employee's seniority date shall be the date of hire within the classification. Employees shall hold seniority in all classifications. However, no seniority shall accrue in a classification when an employee is not working in that classification.

Section 2: Transfers/Promotions

An employee who transfers or is promoted to a new position will accrue seniority in the new job classification beginning on the date of transfer/promotion, unless the employee previously worked in the new classification, in which case seniority will be based on the total amount of time previously worked plus any additional seniority earned.

Section 3: Layoff

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

Section 4: Recall

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

Section 5: Bumping

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

Section 6: Promotional Opportunities

a. When a job in any classification of work covered by this contract becomes open for any reason, it shall be posted internally by the Employer in the agency for five (5) days before applicants are sought outside. Applicants who meet the minimum qualifications for the posted positions may apply and will be given fair consideration for the job, including an interview. Any employee who applies for, but is not selected for, a position under this Section may initiate a discussion with Human Resources regarding the selection decision.

b. Consistent with past practice, this Article 16, Section 6, shall not apply to block scheduling changes or temporary scheduling vacancies, which are governed by Article 5, Section 5.

ARTICLE 17: GRIEVANCE PROCEDURES

Section 1.

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

STEP ONE: The aggrieved employee, who may be accompanied by a Union representative, shall attempt to settle the grievance with employee's supervisor within eight (8) calendar days after the occurrence giving rise to the grievance. The supervisor shall give a response to the grievance, either orally or in writing, within seven (7) calendar days after the meeting,

STEP TWO: If the grievance is not resolved at Step One, the grievance shall be submitted in writing to the Children's Services Manager, Family Services Manager, or Program Services Director or her or his designee within ten (10) days of the supervisor's response. The written grievance shall specify in detail the alleged violation of the contract, including the contract section(s) allegedly violated, the date, place, and person(s) involved, within seven (7) calendar days following receipt of the written grievance by the Children's Services Manager, Family Services Manager, or Program Services Director, he or she shall confer with the employee and a Union representative to attempt to resolve the grievance. Within seven (7) days of conferring, the Children's Services Manager, Family Services Manager, or Program Services Director will respond to the grievance in writing.

STEP THREE: If the grievance is not resolved at Step Two, the Union or the Employer may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within fifteen (15) calendar days following the Step Two answer. The arbitrator shall be selected from a list of seven (7) neutral arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall each alternately strike one (1) name and the other of striking shall be determined by chance. While in scheduling arbitration, the Union and the Employer may attempt to resolve the grievance.

Section 2.

The parties may agree to request the Federal Mediation and Conciliation Service mediate the grievance prior to submission to arbitration. If at the end of mediation, the grievance is not resolved a request for arbitration must be received by the other party within fifteen (15) days following completion of mediation.

Section 3.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no

authority to amend, change, add to, subtract from, or modify in any manner the terms or 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 issue. The award of the arbitrator shall be final and binding upon the Union, Employer, and the employees, subject to any right of judicial review.

Section 4.

The retroactive effect of an award of back pay shall be limited to sixty (60) days prior to the time the grievance is submitted in Step 2.

Section 5.

The time limits specified in this Article may be waived or modified by mutual written agreement of the parties at any time. Absent such written agreement, the time limits contained herein shall be strictly construed.

Section 6.

If the Union fails to process the grievance at any step within the above limits, the grievance shall be deemed to have been withdrawn and waived. If the Employer's designated representative fails to answer a grievance within the specified time limits, the Union shall have the right to immediately appeal the grievance to the next step of the grievance procedure.

Section 7.

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

ARTICLE 18: UNION BUSINESS

Section 1: Union Dues

If a full-time employee does not choose to become a member or fair share member of the Union within one hundred eighty (180) days of commencing employment, the Union has the right to request of the Employer in writing that the employee's employment be terminated.

Section 2: Authorization Card

If an employee does not choose to become a member of the Union within thirty (30) days of employment, the Union has the right to request in writing, through an authorization card, that the Employer has the right to deduct from the employee's paycheck the amount of fair share as determined by the Union.

Section 3: Dispute

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

refund promptly any dues or fair share fee found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.

Section 4: Use of Facilities

The Union shall be provided a bulletin board for announcements in the staff office area. In addition, the Employer will make available to the Union one post office box for Union information.

Section 5: Employee Orientation

The Union shall be allowed a minimum of fifteen (15) minutes during the official orientation for new employees to distribute the collective bargaining agreement and to explain the role of the Union in the workplace.

ARTICLE 19: NO STRIKES OR LOCKOUTS

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this agreement.

ARTICLE 20: SCOPE OF THIS AGREEMENT

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

ARTICLE 21: LABOR MANAGEMENT COMMITTEE

Section 1: Definition

The Employer and the Union shall establish a Labor Management Committee consisting of representatives designated by the Employer and representative from the bargaining unit. The Union shall be responsible for initiating the establishment of the Labor Management Committee. The committee shall be chaired jointly by the Employer's designee and the Union Business Representative or their designee. The committee shall meet as often as necessary at a schedule agreed upon by the committee chairs.

Section 2: Purpose

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

Section 3: Pay

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

ARTICLE 22: MANAGEMENT RIGHTS

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

ARTICLE 23: DURATION

This agreement shall be in full force and effect from the date of execution set forth by the parties below through June 30, 2025, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change, modify, or terminate this agreement is given by either party at least sixty (60) days prior to June 30, 2025, or sixty (60) days prior to the last day of any calendar year thereafter.

IN -WITNESS WHEREOF, the undersigned have caused this Agreement to be fully executed this ___ day of _____ 2022.

GREATER MINNEAPOLIS
CRISIS NURSERY

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES,
MN COUNCIL 5, LOCAL 3481

X

Field Representative

X

Executive Director

X

Field Representative

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X 

Field Representative

X 

Executive Director

X 

Field Representative

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EMPLOYEES,
MN COUNCIL 5, LOCAL 3481

X 

Field Representative

X _____

Executive Director

X 

Field Representative

APPENDIX A

Child Development Specialists and Receptionist Pay Grid

Qualifications	Starting Wage	After Completion Of Probationary Period Wage
<1 Year	18.50	19.00
1-3 Years	19.00	19.50
3+ years	19.50	20.00

Lead Child Development Specialist Pay Grid

Qualifications	Starting Wage	After Completion Of Probationary Period Wage
1 – 3 Years	21.00	21.50
3 – 5 Years	21.50	22.00
5 + Years	22.00	22.50

Family Advocate Pay Grid

Qualifications	Starting Wage	After Completion Of Probationary Period Wage
1 – 3 Years	\$21.50	\$22.00
3 – 5 Years	\$22.00	\$22.50
5 + Years	\$22.50	\$23.00

Family Advocate Lead Pay Grid

Qualifications	Starting Wage	After Completion Of Probationary Period Wage
1 – 3 Years	23.50	24.00
3 – 5 Years	24.00	24.50
5 + Years	24.50	25.00