

***Collective
Bargaining
Agreement***

Between

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

And

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

April 1, 2020

To

March 31, 2023

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ARTICLE I - RECOGNITION

- 1.1 The EMPLOYER hereby recognizes the UNION as the duly authorized Bargaining Counties, St. Paul, Minnesota, who are regularly scheduled to work for twenty (20) hours or more per week, excluding managerial and/or supervisory employees and excluding employees of a temporary or seasonal nature.

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

ARTICLE II - DEFINITIONS

- 2.1 **FULL-TIME EMPLOYEE:** An employee who is normally scheduled to work 30 or more hours per week.
- 2.2 **PART-TIME EMPLOYEE:** An employee who is normally scheduled to work 20, but less than 30 hours per week.
- 2.3 **TEMPORARY EMPLOYEE:** An employee who is appointed with a definite ending date. A temporary employee's term of employment may not exceed a total of 1,040 hours in any 24-month period with the EMPLOYER.
- 2.4 **RELIEF EMPLOYEES:** An employee who replaces a full time, part time, or temporary employee and who works an irregular and uncertain schedule which alternately begins, ceases, and begins again as the needs of the EMPLOYER requires.
- 2.5 **REGULAR POSITIONS:** A position appointed for a program year.
- 2.6 **TEMPORARY POSITIONS:** A position appointed with a definite ending date and can last from one to seven months.
- 2.7 **IMMEDIATE FAMILY:** Immediate family shall include employee's spouse or domestic partner, children, parents, brothers, sisters, grandparents, grandchildren; any guardian or foster parents of the EMPLOYEE; mother-in-law, father-in-law, brother-in-law or sister-in-law.
- 2.8 **EMPLOYER/AGENCY:** Community Action Partnership of Ramsey & Washington Counties.
- 2.9 **UNION:** American Federation of State, County and Municipal Employees Council 5, Local 3318.
- 2.10 **FUNDING SOURCE:** Those governmental and private agencies that provide funds to the EMPLOYER either through contracts or grants.
- 2.11 **PROGRAM:** A major department unit such as general administration, Head Start, Energy Conservation, Energy Assistance and Community Engagement.

- 2.12 **WORKING WEEK:** The EMPLOYEE'S normally scheduled work days, Sunday 12:01 a.m. through midnight Saturday.
- 2.13 **LAY-OFF:** Separation from employment due to reasons other than termination for just cause or voluntary resignation, such as reduction in funding, elimination of position, end of employment period.
- 2.14 **AGENCY SENIORITY:** The length of continuous service with Community Action Partnership of Ramsey & Washington Counties.
- 2.15 **CLASSIFICATION SENIORITY:** The length of service within a particular job classification.

ARTICLE III - UNION SECURITY

- 3.1 The UNION may designate EMPLOYEES in the Bargaining Unit to act as stewards and/or alternates and shall inform the Human Resources Department, in writing, of such choices and changes in the positions of stewards and/or alternates. There will be one (1) steward and one (1) alternate for each program.
- 3.2 Steward or alternate shall be permitted reasonable time to perform and discharge duties which are properly assigned to them under the terms of this AGREEMENT, including investigations pertaining to any disciplinary actions. If an Employee requests union representation during an investigation that might lead to disciplinary action (Weingarten Rights) the Employer agrees that a 24-hour notification for stewards to attend is reasonable. The requesting Employee is responsible for contacting the steward to make these arrangements.
- 3.2.1 Non-employee representatives of the UNION shall be permitted to come on the premises of the EMPLOYER for the purpose of investigating and discussing grievances if they first notify the EMPLOYER'S designees and provided the UNION representative does not interfere with the work of employees. The UNION shall not use the EMPLOYER'S premises or facilities for UNION business without prior approval of the EMPLOYER.
- 3.3 The names of local UNION officers, committee members and stewards shall be given to the Human Resources Department in writing. Duly structured UNION functions shall be carried on by duly elected UNION officers for a reasonable amount of time, within the discretion of the Executive Director and not to the detriment of the program. All changes shall be submitted to the Human Resources Department in writing as they occur.
- 3.4 The UNION, at its expense, shall be permitted the use of the designated EMPLOYEE bulletin boards located on the premises of the AGENCY for the posting of matters of interest to its members.
- 3.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders and judgments brought or issued against the EMPLOYER as a result of the action taken or not taken by the EMPLOYER under the provisions of this Article.

- 3.6 The EMPLOYER shall deduct from the wages of EMPLOYEES who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted monthly to the UNION.
- 3.7 All EMPLOYEES subject to the terms of this Agreement shall, as a condition of continued employment, become and remain members in the UNION. Upon hire, employees are covered by all contract articles EXCEPT Article XII (Disciplinary Procedure and discharge), which is the Employer's right during the applicable probationary period. The employer shall remit full share fees or fair share fees to the union within 31-40 days upon receipt of payroll deduction forms from union members. In the event that an employee objects to paying for the UNION activities not related to the UNION's duties of collective bargaining, a non-membership fair share fee corresponding to the proportion of the UNION's total expenditures that support representational activities shall be assessed. All EMPLOYEES by this Agreement must tender their membership due to the UNION by voluntarily signing the Authorization for Payroll Deduction of UNION Dues Form Provided by the UNION.

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

- 3.8 The EMPLOYER shall submit to the UNION Business Agent on a monthly basis, a listing of all new employees for the previous month, including job classification and date hired.
- 3.9 The UNION shall inform all current and new employees about the UNION, membership, dues, purpose, etc.
- 3.10 The EMPLOYER shall provide a payroll deduction for voluntary contributions to the UNION'S political action committee, providing a minimum of 25 EMPLOYEES choose to participate through payroll deduction.
- 3.11 A representative of the UNION shall be permitted thirty (30) minutes to meet with new employees of the bargaining unit at scheduled New Employee Orientation conducted by Human Resource (HR).

ARTICLE IV - VACATION LEAVE AND HOLIDAYS

4.1 Vacation leave shall be accrued by all full and part time EMPLOYEES prorated based upon actual hours paid (excluding overtime hours and hours cashed in) and is eligible for use following completion of their probationary period as follows:

4.1.1 For the first year of continuous employment, the EMPLOYER will grant 10 working days per year on an accrued, pro-rata basis.

4.1.2 For the second through the fourth year of continuous employment, the EMPLOYER will grant 15 working days per year on an accrued, pro-rata basis.

For each additional year of continuous employment, the AGENCY will grant one additional working day per year to a maximum of 25 days on an accrued, pro-rata basis. EMPLOYEES will begin accruing at the new rate effective with the beginning of the agreement.

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

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

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

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

4.4 EMPLOYEES must submit a written request for vacation leave to their immediate supervisor at least two (2) full weeks (14 days) before they take vacation leave if such leave is for five (5) days or more. For such requests, the supervisor (or his/her designee) will approve or deny, in writing, the requested vacation/PTO within five (5) working days from when the request is received by the supervisor (or designee). Supervisors may deny the use of vacation time due to anticipated workloads. Vacations shall not be denied, however, if as a result of the denial the EMPLOYEE would lose the vacation time. Requests for use of vacation will not be

unreasonably denied.

EMPLOYEES may request that any payroll checks that are normally due to be issued while on and extended Vacation Leave be received prior to taking vacation when the request is submitted two (2) weeks in advance to the immediate supervisor and the Fiscal Department by way of a completed "Leave Slip" and time sheet.

4.5 Vacation leave may be accrued to a maximum of 320 hours.

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

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Friday after Thanksgiving Day
President's Day	The day before Christmas
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	Floating Holiday (EMPLOYEE'S Choice)
Heritage Day	
Veteran's Day	

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

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

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

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

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

All eligible employees will receive one (1) floating holiday each calendar year, to be taken in a full day increment only. To be eligible, employees must have successfully completed a six-month probationary period, be full-time or benefit-

eligible part-time employees, and actively working at Community Action. Floating holidays may not be accumulated, carried beyond December 31, or paid off (i.e. cashed out).

Current employees will be offered an annual opportunity, during a time designated by the employer, to transition from Sick and Vacation leave to Paid Time Off (PTO), which combines sick and vacation into an annual bank of PTO hours. The switch to the PTO Plan is irrevocable and all new hires will automatically be on the PTO Plan. Those choosing to convert from the sick and vacation leave plan to the PTO plan will have all accumulated vacation hours converted to PTO hours. All accumulated sick hours will be converted to prior sick time (PST) which can be accessed for the same reasons and in the same way that sick hours were accessed. The accrual schedule and maximum number of hours that can be accrued will be identical to the current PTO Policy (400 hours).

ARTICLE V - SICK LEAVE

- 5.1 Sick leave shall be accrued by all full and part time EMPLOYEES. Maximum sick leave earned will be twelve (12) working days per year pro-rated based upon actual hours paid (excluding overtime hours and hours cashed in).
- 5.2 In case of prolonged illness beyond accumulated sick leave, an extension may be granted without pay by Human Resources, with approval from the Program Director, providing that the request is accompanied by required paperwork which includes a licensed medical professional's statement in writing containing a projected date of return.
- 5.3 Sick leave may be granted if member(s) of an EMPLOYEE'S immediate family as defined in Article 2.7 or as required by Minnesota Law are ill and require the EMPLOYEE'S presence, within the limits of the accumulation.
- 5.4 EMPLOYEES may be required to furnish a licensed medical professional's certificate for any absence due to illness or injury after five (5) consecutive working days, or for absences which are patterned, which shall specify the illness or other disorder, and that it is disabling in order for time off to be considered approved time off.
- 5.5 Following an absence of five (5) or more consecutive working days due to illness, EMPLOYEES must submit a licensed medical professional's statement to their immediate supervisor certifying their ability to return to work.
- 5.6 All EMPLOYEES must notify their immediate supervisor as soon as possible, but not later than one hour prior to their normal scheduled starting hour of the working day of a request for sick leave. Failure to do so may result in the loss of pay for said period.
- 5.7 In the employment of new staff members, the passing of a satisfactory physical exam may be required. Periodic health examinations may also be requested at the expense of the EMPLOYER, using a licensed medical professional to be selected by the EMPLOYER.
- 5.8 Supervisors may require a licensed medical professional's or other evidence to substantiate the EMPLOYEE'S inability to work at any time if there is reason to believe that sick leave is being used inappropriately.
- 5.9 Upon termination, sick leave may be converted to vacation under these conditions:

EMPLOYEE may convert all accumulated sick hours over 160 hours to vacation hours.

Ratio of conversion is two (2) hours sick leave to one (1) hour vacation.

This conversion can only take place at EMPLOYEE'S permanent separation from the EMPLOYER.

ARTICLE VI - OTHER LEAVE

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

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

- 6.2 **JURY DUTY:** EMPLOYEES summoned for jury duty will receive their full salary for the period they are required to serve. The EMPLOYEE will be required to turn over to the EMPLOYER all fees paid by the court less the reimbursed expenses.

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

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

- 6.5 **FUNERAL LEAVE:** Leave of up to three (3) working days, with pay, shall be approved for any full and part time staff to attend a funeral for immediate family as

defined in Article 2.7. Said leave must be approved by the direct supervisor, in advance of said leave.

- 6.6 **VACATION LEAVE DONATION PROGRAM:** The Vacation Leave Donation Program allows employees to donate a portion of their accrued vacation leave time to a vacation leave donation bank that can be accessed by employees who are experiencing a crisis situation, such as a medical emergency of their own or of a family member that results in frequent absences from work. Employees who wish to donate hours to the Vacation Leave Donation Bank need to contact Human Resources to determine eligibility and procedures for donation.

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

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

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

ARTICLE VII - INSURANCE AND RETIREMENT

- 7.1 The EMPLOYER shall continue to provide insurance coverage for its full and part time EMPLOYEES.
- 7.2 The current employer contribution toward health insurance premiums will continue
- All increases in the cost of EMPLOYEE dental insurance premiums shall be borne fifty percent (50%) by the EMPLOYER and fifty percent (50%) by the EMPLOYEE. The selection of the insurance carrier and policy shall be made by the EMPLOYER. Medical insurance increase to be split (65%) to the EMPLOYER and (35%) to the EMPLOYEE.
- 7.3 The EMPLOYEE'S share of the premiums for group insurance coverage will be paid by the EMPLOYEES that are laid-off, up to 100 days, where such lay-off is contemplated as temporary, providing the EMPLOYEE has indicated an intent to return to work for the EMPLOYER and he/she remains unemployed during that time. The EMPLOYER will continue to pay the EMPLOYER'S share of the insurance premium during the temporary lay-off if the laid off EMPLOYEE continues to make their premium payment.
- 7.4 The EMPLOYER will pay the full premium on life insurance of one times annual earnings up to \$20,000 and short-term disability insurance.
- 7.5 The EMPLOYER shall provide a retirement plan for EMPLOYEES. The EMPLOYER shall contribute 3% of eligible employees' earnings. EMPLOYEES will be eligible to participate in the plan after two years of continuous service.
- 7.6 The EMPLOYER shall provide a Section 125 benefit plan which is optional for EMPLOYEE participation.
- 7.7 A Labor Management Committee comprised of two union representatives and two members of management will review health and dental insurance proposals.

ARTICLE VIII – HOURS OF WORK

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

Staff may be required to complete training to qualify as a childcare provider for an event or activity.

8.6 If the Executive Director declares the entire agency closed due to inclement weather and/or environmental hazards as determined by Federal, State, or local authorities, EMPLOYEES shall receive straight time pay for the hours normally scheduled to work. If the entire AGENCY does not close but the employee leaves early or does not come in, then the EMPLOYEE will use vacation leave, PTO or leave without pay.

8.6.1 The Executive Director may close individual work sites when local conditions warrant such closing. EMPLOYEES shall receive straight time pay for the hours normally scheduled to work.

8.7 Employees who are released from their work assignments and required to attend conferences or training shall lose no basic straight time pay for such normal work hours.

ARTICLE IX - MISCELLANEOUS PROVISIONS

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

ARTICLE X – JOB OPENINGS

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

No EMPLOYEE shall be forced to vacate or apply for the position they occupy as the result of a change in job title. Reduction in staff shall comply with Article XIV. This section is

not applicable when requirements and/or duties of a position change due to programmatic needs.

ARTICLE XI - PROBATION

- 11.1 **NEW EMPLOYEES:** An EMPLOYEE covered by this contract is on probation during the first six working months after employment. Grievance and appeal procedures shall not be available to such EMPLOYEES. Probation may be extended for one thirty (30) day period. Lay off time shall not be counted in the calculation of the probation period.
- 11.2 **PROMOTED AND LATERALLY TRANSFERRED-EMPLOYEES:** Promoted or Laterally Transferred EMPLOYEES, eligible for the UNION, shall be placed on probation during the first three months in the new position. A promoted or laterally transferred EMPLOYEE on probation shall have all benefits and rights of a regular status EMPLOYEE, which means that s/he shall have access to the appeal procedures as they relate to his /her return to his/her previous position.
- 11.3 **PROMOTED OR LATERALLY TRANSFERRED PROBATIONARY EMPLOYEES:** Promoted and laterally transferred probationary EMPLOYEES who are found to be unsatisfactory will be returned to a position equivalent to their prior position. EMPLOYEES with five or more years of seniority shall be returned to the position the EMPLOYEE left or if the position no longer exists, to a position equivalent to their prior position.
- 11.4 An EMPLOYEE who fails to pass probation or who has elected to return to the classification held prior to their promotion, (for as long as thirty (30) employer working days following the promotion) will have their salary adjusted back to the same grade and step held immediately prior to the promotion. Time spent at the other grade will be counted when calculating increases due to tenure in a grade. Progression continues as though there were no break in grade.

ENDING PROBATIONARY STATUS: A review of the EMPLOYEE'S performance will be conducted at the end of the probationary period by the immediate supervisor and reviewed with the EMPLOYEE.

- 11.5 EMPLOYEES promoted outside the bargaining unit have until satisfactory completion of the new probationary period to return to the bargaining unit without loss of bargaining unit seniority.

ARTICLE XII - DISCIPLINARY PROCEDURE

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

- 12.1 **ORAL REPRIMAND:** This means of correcting an EMPLOYEE after misconduct is normally used by the immediate supervisor. This simply means that the EMPLOYEE is corrected by word of mouth, his/her errors are explained and a warning is given that work and/or EMPLOYEE'S conduct must improve. The oral reprimand should be administered as soon as possible after the EMPLOYEE has been found guilty of violating procedure, and in private, where appropriate. The oral reprimand is not subject to the grievance procedure.
- 12.2 **WRITTEN REPRIMAND:** The written reprimand can be given for the same reasons as the oral reprimand. It can also be given for second offenses. A written reprimand indicates to the EMPLOYEE that official notice has been taken of his/her unsatisfactory conduct and entered into his/her personnel file. It is also notice that future misconduct of the same type may not be excused and may result in discharge. The written reprimand is subject to the grievance procedure.
- 12.3 **SUSPENSION:** Suspension can be used for some first offenses of a serious nature and otherwise only after the EMPLOYEE has received at least one written reprimand. The EMPLOYEE shall be advised of the suspension action and its duration by interview and/or by certified mail, return receipt requested. Any notice of suspension is subject to grievance procedure.
- 12.4 **DISCHARGE:** Discharge can be used for some first offenses of a serious nature and otherwise only after the EMPLOYEE has received at least one written reprimand. The EMPLOYEE shall be advised of discharge action by interview and/or by certified mail, return receipt requested. Any notice of discharge shall state specifically all grounds for discharge. Discharges are subject to grievance procedure.
 - 12.4.1 An EMPLOYEE who has been discharged may request to resign by submitting a written resignation letter to Human Resources within five (5) days of discharge. The effective date of the resignation shall remain the same date as the date of the discharge.

ARTICLE XIII - GRIEVANCE PROCEDURE

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

NO STEPS WILL BE PASSED WITHOUT WRITTEN MUTUAL CONSENT.

- 13.4.1 **STEP 1:** An EMPLOYEE claiming violation of the interpretation or application of this AGREEMENT shall, within ten (10) working days after such alleged violation has occurred, present such grievance in writing to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYEE'S written request for step one will include current date, date of alleged incident, and the nature of the grievance. The supervisor will discuss and give a written answer within seven (7) working days after receipt.

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

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

- 13.4.2 **STEP 2:** If appealed, the written grievance shall be presented by the UNION to the appropriate supervisor at the next management level. Within ten (10)

working days of receiving the written grievance, that supervisor shall meet with the aggrieved EMPLOYEE and UNION representative. The Human Resources Director shall be informed of the scheduled meeting. The supervisor shall give the UNION Representative the EMPLOYER'S Step 2 answer in writing within seven (7) working days of such meeting. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the supervisor's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) working days from the postmark date shall be considered waived.

13.4.3 STEP 3: The UNION Representative and the aggrieved EMPLOYEE'S department head shall meet with the Executive Director or his designee within ten (10) working days of submission in writing of the grievance. The EMPLOYER shall respond in ten (10) working days to Step 3.

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

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

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

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

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

ARTICLE XIV - REDUCTION OF STAFF

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

14.1.1 The AGENCY will give EMPLOYEES due for lay-off five (5) working days' notice.

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

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

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

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

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

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

EMPLOYEES who have not minimally exercised his/her right to bump through 14.2.3 will then be considered to have voluntarily resigned and will not be subject to recall, unless acceptance

of such a position would have resulted in a reduction in salary of greater than 10%. This does not apply to the seasonal lay-offs.

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

- 14.4 Any EMPLOYEE on lay-off shall have an opportunity to return to work in the same classification within one (1) year of the lay-off before a new EMPLOYEE is hired for that classification. However, any EMPLOYEE on lay-off who is notified by registered mail at his/her last known address to return to work shall have five (5) working days to indicate intent to return and fifteen (15) working days from the date of the registered mail to return. An EMPLOYEE who fails to meet these time limits shall be considered to have voluntarily terminated employment.
- 14.5 Laid off EMPLOYEES are encouraged to apply for vacant positions within the AGENCY. In the event that more than one laid off EMPLOYEE is being considered for rehire, and all other things are equal, AGENCY seniority will be the determining factor.
- 14.6 EMPLOYEES laid off on a temporary basis shall be able to retain all vacation leave and sick leave. EMPLOYEES shall be sent prior written notice as to their return to work date. Affected EMPLOYEES shall respond in writing to the Human Resources Department at least one (1) month or 30 days prior to the date they have been notified to report for recall of their intent to return to work.
- 14.7 Laid off EMPLOYEES have twelve (12) months from time of lay-off to return to work without loss of benefits (seniority, accrued vacation or sick leave.) No benefits, including seniority, accrue during lay-off.
- 14.8 The EMPLOYER will include temporary and relief job vacancies on its Job Line along with regular job vacancies.
- 14.9 In the event that the Agency experiences an emergency closure which results in an employee being laid off, the Agency will provide employees a 10 working days grace period to return to work from the date of recall. The Agency will not be obligated to retain a position for employees who do not return to work within the designated grace period.

ARTICLE XV - GENERAL PROVISIONS

- 15.1 The AGENCY agrees that it shall notify all EMPLOYEES of the status of all funding as soon as possible and of the AGENCY'S intent to subcontract any work currently performed by members of the bargaining unit which would result in a layoff.
- 15.2 The AGENCY has the right to relocate staff, if necessary, within the program provided that such relocation does not change job classifications. Staff will be given fifteen (15) working days' notice of regular relocations, one week notice for temporary relocations (of 30 days or less) and as much notice as possible for an emergency relocation. This article does not apply to positions with float designations as these positions may be assigned to a number of various locations.
- 15.2.1 If two or more employees are affected, the relevant supervisor will notify the employee and union representative prior to the time of transfer of the reasons for initiating this action.
- 15.2.2 An EMPLOYEE may express interest to the Human Resources Department to transfer to another location at any time. Human Resources will contact the appropriate supervisor/manager with the request. The AGENCY has the right to deny the request.
- 15.3 Except as otherwise indicated, no change shall be made in any of the above articles affecting working hours and wage schedules until the EMPLOYEES and their representatives have been duly notified and have been given opportunity to be heard on the proposed change.
- 15.4 It is agreed that the EMPLOYER can employ interns as short-term temporary EMPLOYEES; that some interns will not be paid wages due to the nature of the program in which they are involved (wages paid by a third party, wages not allowed by program providing intern, intern volunteers or desires no wages, etc.); that such interns be assigned within the AGENCY as needed but will be classified as "Intern" insofar as the AGENCY'S Wage and Salary Schedule and Personnel Policies are concerned; and that at no time shall such interns be used in place of full or part time AGENCY staff.
- 15.5 Negotiations for renewal or other changes in this contract shall be commenced upon written request of either party within thirty (30) days of termination and at any other time upon written consent of both parties.

- 15.6 No discrimination shall be exercised against any EMPLOYEE because of membership in the UNION or because of race, creed, sex, color, religion, or political belief, national origin, age, disability, marital status, sexual orientation, or public assistance status, subject to applicable federal/state/local laws and regulations.
- 15.7 The EMPLOYER shall not enter into any agreements with the EMPLOYEES coming under the jurisdiction of this AGREEMENT, either individually or collectively, which in any way conflict with the terms and conditions of our contract.
- 15.8 The EMPLOYER and its agents shall be prohibited from interfering with, restraining, intimidating or coercing any EMPLOYEE in the exercise of the rights under this AGREEMENT.
- 15.9 Full time EMPLOYEES may be eligible for educational reimbursement for job related classes or seminars with prior approval of the Program Manager.

ARTICLE XVI - WAGE AND SALARY POLICY/OVERTIME

- 16.1 Wages for all covered EMPLOYEES shall be in accordance with the attached and herewith incorporated written Wage and Salary Grid.
- 16.1.1 Progression of EMPLOYEES through the Wage and Salary Grid shall not be affected by temporary layoff from the Program.
- 16.1.2 Progression of EMPLOYEES through the Wage and Salary Grid shall not be affected by parental or disability leaves of up to six months duration.
- 16.1.3 Progression of EMPLOYEES through the Wage and Salary Grid shall not be affected by the EMPLOYER'S performance review schedule.
- 16.2 Employees will be compensated for any assigned work performed in excess of forty (40) hours in any given one (1) week period at the rate of time and one-half. Paid time off, such as vacation and sick leave will not be considered as time worked for the purpose of calculating overtime. Whenever possible, a minimum of twenty-four (24) hours' notice must be given to employees who are required to work in excess of eight (8) hours in any twenty-four (24) hour period. Employees may refuse to work in excess of forty (40) hours in a week.
- 16.3 **April 1, 2020** - All employees will receive the COLA increase from Federal Funding sources.
- April 1, 2021** - All employees will receive the COLA increase from Federal Funding sources. If no Federal COLA for 2021 or if the COLA is under .85% the agency will give all employees a .85% increase to wages. If the COLA is over .85% all employees will receive the COLA increase amount.
- April 1, 2022** - All employees will receive the COLA increase from Federal Funding sources. If no Federal COLA for 2022 or if the COLA is under .75% the agency will give all employees a .75% increase to wages. If the COLA is over .75% all employees will receive the COLA increase amount.
- 16.4 When an EMPLOYEE demotes to a position with a lower pay grade, the EMPLOYEE'S wage will be reduced to the designated grade for that position. The designated step will reflect continuous service and will include the time spent at the higher grade.
- 16.5 If the reclassification/reevaluation of a position results in a decrease in salary range, the decrease will be implemented as in 16.4.

- 16.6 Any extra scheduled hours will be given by agency seniority to any employee (within the job classification for which the extra scheduled hours are assigned) who does not have 40 hours within the work week.
- 16.7 Extra scheduled hours that would result in overtime will be assigned on a rotation basis beginning with the most senior (agency seniority) employee, within the given job classification. Rotation will start over the first day of each month.
- 16.8 Extra scheduled hours that are for a specific center, requiring the employees from that center to be in attendance, would be exempt from the above clauses.
- 16.9 Positions requiring EMPLOYEES to use bilingual skills shall be paid one salary range higher than the same position which does not require bilingual skills.
- 16.10 A shift differential will be paid when a job classification has either a day or evening shift and a corresponding night shift where EMPLOYEES are scheduled to work more than half their shift between the hours of 10 p.m. and 6 a.m. The shift differential shall be \$0.65 per hour, for each hour of the shift, awarded to those EMPLOYEES working more than half their shift between the hours of 10 p.m. and 6 a.m.
- 16.11 Any EMPLOYEE directed by MANAGEMENT to assume the duties of a higher position for a period longer than five (5) working days, within a period of 30 calendar days shall be compensated at least 6% of the EMPLOYEE'S current hourly rate, but not less than the minimum of the higher pay range, whichever is greater. Compensation shall begin upon assuming the higher position and shall be in accordance with the approved compensation plan.

ARTICLE XVII - MANAGEMENT RIGHTS

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

ARTICLE XVIII - TERM OF AGREEMENT

- 18.1 The term of this contract shall be from April 1, 2020 until March 31, 2023. This contract shall remain in force and effect until superseded or amended.
- 18.2 Unless otherwise specified in this contract, all terms and provisions shall take effect on the day after it has been signed by both parties.

ARTICLE XIX - WAGE & COMPENSATION PLAN

19.1 Effective April 1, 2018 the EMPLOYER's Compensation Plan is modified to add an additional Step Q as the seventeenth step to the wage grid.

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

STEP B - is the second step in the pay range. EMPLOYEES are eligible for an increase in pay to this step upon completion of six months of employment in the same grade.

STEP C - is the third step in the pay range. EMPLOYEES are eligible for an increase in pay to this step upon completion of twelve months of employment in the same grade.

STEP D - is the fourth step in the pay range. EMPLOYEES are eligible for an increase in pay to this step upon completion of two years of employment in the same grade.

STEP E - is the fifth step in the pay range. EMPLOYEES are eligible for an increase in pay to this step upon completion of four years of employment in the same grade.

STEP F - is the sixth step in the pay range. EMPLOYEES are eligible for an increase in pay to this step upon completion of six years of employment in the same grade.

STEP G - is the seventh step in the pay range. EMPLOYEES are eligible for an increase in pay to this step upon completion of eight years of employment in the same grade.

STEP H - is the eighth step in the pay range. EMPLOYEES are eligible for an increase in pay to this step upon completion of ten years of employment in the same grade.

STEP I - is the ninth step in the pay range. EMPLOYEES are eligible for an increase in pay to this step upon completion of twelve years of employment in the same grade.

STEP J - is the tenth step in the pay range. EMPLOYEES are eligible for an increase in pay to this step upon completion of fourteen years of employment in the same grade.

STEP K - is the eleventh step in the pay range. EMPLOYEES are eligible for an increase in pay to this step upon completion of sixteen years of employment in the same grade.

STEP L - is the twelfth step in the pay range. EMPLOYEES are eligible for an increase in pay to this step upon completion of eighteen years of employment in the same grade.

STEP M - is the thirteenth step in the pay range. Employees are eligible for an increase in pay to this step upon completion of twenty years of employment in the same grade.

STEP N - is the fourteenth step in the pay range. Employees are eligible for an increase in pay to this step upon completion of twenty-two years of employment in the same grade.

STEP O - is the fifteenth step in the pay range. Employees are eligible for an increase in pay to this step upon completion of twenty-four years of employment in the same grade.

STEP P - is the sixteenth step in the pay range. Employees are eligible for an increase in pay to this step upon completion of twenty-six years of employment in the same grade.

STEP Q - is the seventeenth step in the pay range. Employees are eligible for an increase in pay to this step upon completion of twenty-eight years of employment in the same grade.

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

19.3 No merit increases for EMPLOYEES covered under this contract.

ARTICLE XX – WAGE & SALARY GRID

Community Action Partnership of Ramsey & Washington Counties DBM Wage & Salary Grid COLA Effective April 1, 2020

DBM Level (Time in step/Appro x. or Anticipated Yrs of Service)	Minimum A (Start / 0 - 5 m)	B (6 m / 6 m)	C (6 m / 1 yr)	D (2 yrs / 2 yrs)	E (2 yrs / 4 yrs)	F (2 yrs / 6 yrs)	G (2 yrs / 8 yrs)	H (2 yrs / 10 yrs)	I (2 yrs / 12 yrs)	J (2 yrs / 14 yrs)	K (2 yrs / 16 yrs)	L (2 yrs / 18 yrs)	M (2 yrs / 20 yrs)	N (2 yrs / 22 yrs)	O (2 yrs / 24 yrs)	P (2 yrs / 26 yrs)	Maxim um Q (28 yrs +)	DBM Level (Time in step/Appro x. or Anticipated Yrs of Service)
A13	\$15.28	\$15.78	\$16.28	\$16.79	\$17.18	\$17.83	\$18.32	\$18.84	\$19.33	\$19.85	\$20.34	\$20.87	\$21.01	\$21.15	\$21.27	\$21.36	\$21.48	A13
B21	\$16.15	\$16.71	\$17.24	\$17.77	\$18.17	\$18.85	\$19.38	\$19.93	\$20.46	\$21.01	\$21.54	\$22.08	\$22.22	\$22.36	\$22.50	\$22.62	\$22.73	B21
B22	\$17.05	\$17.62	\$18.17	\$18.75	\$19.18	\$19.87	\$20.44	\$21.02	\$21.58	\$22.15	\$22.71	\$23.29	\$23.45	\$23.59	\$23.71	\$23.83	\$23.94	B22
B23	\$17.93	\$18.52	\$19.13	\$19.71	\$20.17	\$20.93	\$21.50	\$22.10	\$22.70	\$23.30	\$23.88	\$24.48	\$24.66	\$24.81	\$24.94	\$25.09	\$25.21	B23
B24/B31	\$19.04	\$19.67	\$20.29	\$20.95	\$21.41	\$22.20	\$22.81	\$23.49	\$24.10	\$24.74	\$25.37	\$25.99	\$26.18	\$26.33	\$26.50	\$26.63	\$26.76	B24/B31
B25/B32	\$20.34	\$21.04	\$21.72	\$22.38	\$22.90	\$23.73	\$24.43	\$25.10	\$25.76	\$26.47	\$27.13	\$27.82	\$27.99	\$28.17	\$28.34	\$28.47	\$28.62	B25/B32
C41	\$20.60	\$21.46	\$22.32	\$23.18	\$23.85	\$24.88	\$25.74	\$26.61	\$27.45	\$28.32	\$29.17	\$30.04	\$30.25	\$30.49	\$30.70	\$30.90	\$31.04	C41
C42	\$21.45	\$22.34	\$23.24	\$24.13	\$24.83	\$25.90	\$26.81	\$27.71	\$28.60	\$29.49	\$30.38	\$31.28	\$31.51	\$31.75	\$31.96	\$32.17	\$32.33	C42
BA	\$21.56	\$22.46	\$23.36	\$24.26	\$24.96	\$26.03	\$26.95	\$27.85	\$28.75	\$29.64	\$30.54	\$31.44	\$31.67	\$31.91	\$32.12	\$32.34	\$32.50	BA
MA	\$21.67	\$22.58	\$23.48	\$24.39	\$25.09	\$26.17	\$27.09	\$27.99	\$28.90	\$29.79	\$30.70	\$31.60	\$31.83	\$32.07	\$32.29	\$32.51	\$32.67	MA
C43	\$22.30	\$23.23	\$24.15	\$25.08	\$25.82	\$26.93	\$27.86	\$28.81	\$29.73	\$30.66	\$31.57	\$32.49	\$32.76	\$33.02	\$32.57	\$33.43	\$33.61	C43

BILINGUAL

DBM Level (Time in step/Appro x. or Anticipated Yrs of Service)	Minimum A (Start / 0 - 5 m)	B (6 m / 6 m)	C (6 m / 1 yr)	D (2 yrs / 2 yrs)	E (2 yrs / 4 yrs)	F (2 yrs / 6 yrs)	Midpoint G (2 yrs / 8 yrs)	H (2 yrs / 10 yrs)	I (2 yrs / 12 yrs)	J (2 yrs / 14 yrs)	K (2 yrs / 16 yrs)	L (2 yrs / 18 yrs)	M (2 yrs / 20 yrs)	N (2 yrs / 22 yrs)	O (2 yrs / 24 yrs)	P (2 yrs / 26 yrs)	Maxim um Q (28 yrs +)	DBM Level (Time in step/Appro x. or Anticipated Yrs of Service)
A13	\$15.66	\$16.17	\$16.71	\$17.21	\$17.74	\$18.27	\$18.79	\$19.30	\$19.83	\$20.33	\$20.87	\$21.39	\$21.53	\$21.65	\$21.80	\$21.90	\$22.02	A13
B21	\$16.58	\$17.11	\$17.67	\$18.23	\$18.78	\$19.31	\$19.87	\$20.42	\$20.98	\$21.53	\$22.08	\$22.63	\$22.77	\$22.92	\$23.06	\$23.19	\$23.30	B21
B22	\$17.47	\$18.05	\$18.62	\$19.21	\$19.80	\$20.36	\$20.97	\$21.54	\$22.13	\$22.70	\$23.29	\$23.86	\$24.02	\$24.19	\$24.32	\$24.45	\$24.57	B22
B23	\$18.36	\$18.99	\$19.61	\$20.21	\$20.83	\$21.42	\$22.05	\$22.66	\$23.26	\$23.87	\$24.48	\$25.10	\$25.29	\$25.43	\$25.58	\$25.71	\$25.85	B23
B24/B31	\$19.50	\$20.16	\$20.80	\$21.45	\$22.10	\$22.74	\$23.39	\$24.05	\$24.70	\$25.36	\$25.99	\$26.65	\$26.83	\$26.99	\$27.15	\$27.29	\$27.43	B24/B31
B25/B32	\$20.87	\$21.56	\$22.24	\$22.94	\$23.64	\$24.35	\$25.03	\$25.72	\$26.43	\$27.12	\$27.82	\$28.48	\$28.70	\$28.88	\$29.04	\$29.19	\$29.34	B25/B32
C41	\$21.13	\$22.01	\$22.87	\$23.74	\$24.62	\$25.50	\$26.38	\$27.26	\$28.13	\$29.01	\$29.89	\$30.79	\$31.02	\$31.27	\$31.47	\$31.66	\$31.83	C41
C42	\$22.00	\$22.90	\$23.80	\$24.74	\$25.65	\$26.57	\$27.47	\$28.39	\$29.29	\$30.21	\$31.13	\$32.03	\$32.31	\$32.53	\$32.76	\$32.99	\$33.15	C42
BA	\$22.11	\$23.02	\$23.92	\$24.87	\$25.78	\$26.71	\$27.61	\$28.54	\$29.44	\$30.37	\$31.29	\$32.20	\$32.48	\$32.70	\$32.93	\$33.16	\$33.32	BA
MA	\$22.23	\$23.14	\$24.04	\$25.00	\$25.91	\$26.85	\$27.75	\$28.69	\$29.59	\$30.53	\$31.45	\$32.37	\$32.65	\$32.87	\$33.10	\$33.33	\$33.49	MA
C43	\$22.84	\$23.80	\$24.76	\$25.70	\$26.66	\$27.62	\$28.55	\$29.52	\$30.46	\$31.41	\$32.37	\$33.31	\$33.57	\$33.84	\$34.07	\$34.28	\$34.45	C43

| **Addendum to the Collective Bargaining Agreement: Memorandum of Understanding**

Community Action Partnership of Ramsey & Washington Counties and the Association of Federal, State, County and Municipal Employees Council 5, Local 3318 have agreed to enact retroactively to the effective date of the Collective Bargaining Agreement and upon Community Action Board of Director’s and the Union member’s approval of the negotiated agreement the following onetime change of wage and salary changes as follows:

The removal of the A11 and A12 pay bands will move the below positions into a pay band that is closely aligned to providing a current living wage as our minimum starting wage at our agency for our current and future staff. This will ensure an agency minimum starting wage that stays above any federal, state, and city mandated minimum wage changes.

Position Title	Current Pay Band	New Pay Band
Behavioral Aide	A12	A13
Bus/Classroom Monitor	A11	A13
Driver	A12	A13
Teacher Aide	A11	A13

Upon approval by the Administration for Children and Families, the application for Quality Improvement grant will be used within the Head Start program to better incorporate a trauma-informed approach that will support children impacted by adverse experiences. This will include training about and, implement of high-quality, research-based teaching practices to promote healthy social-emotional development in young children. The below positions will have these additional responsibilities added to their job descriptions and re-banded on the wage and salary grid accordingly.

Position Title	Current Pay Band	New Pay Band
Teacher Assistant	A13	B22
Teacher	B25	C42
Teacher Mentor	C41	C43

The changes to the wage and salary grid banding of the above positions will be retroactive to the Head Start Quality Improvement grant effective date and will impact approximately 139 current staff and any future hires into those job titles. All current staff step assignments will be transferred to the new banding per the CBA.



Catherine Fair
Acting Executive Director
Community Action Partnership of Ramsey
& Washington Counties



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

COLLECTIVE BARGAINING AGREEMENT

between

Community Action Partnership of Ramsey & Washington Counties

and

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

IN WITNESS WHEREOF, the parties hereto have set their hands this 14 day of
June, 2020.



Connie Greer
Board of Directors President



Catherine Fair
Acting Executive Director

Community Action Partnership of Ramsey & Washington County



Lynee Tate-Baker
Field Representative



Virginia Graham
Steward President



Melinda Pearson
Field Director ARB/MAC

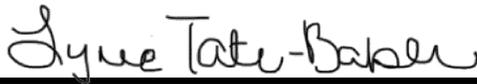
American Federation of State, County and Municipal Employees (AFSCME) Council 5,
Local 3318

**ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT:
LETTER OF AGREEMENT**

During the course of negotiations for the agreement beginning on April 1, 2020, the parties discussed the issue of scheduling for staff covering “Family Fun Night” events. It was agreed that during the weeks of such events, staff working the event will adjust their work schedule during the week of the event to cover the time required at the event. Such adjustment will result in a normal 40 hour work week. The Employee will advise his/her supervisor on how they have decided to adjust their schedule no later than the start of the weeks in which such events occur. Employees shall be allowed to take up to three (3) consecutive hours, at the time of their choosing, during the week of such event.



Catherine Fair
Acting Executive Director
Community Action Partnership of
Ramsey & Washington County



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

MEMORANDUM OF UNDERSTANDING

Classroom Safety

Community Action Partnership of Ramsey & Washington Counties and the Association of Federal, State, County and Municipal Employees Council 5, Local 3318 have agreed to consider items that are outside the contract by creating a mutually agreed upon Memorandum of Understanding. During the course of negotiations for the agreement beginning on April 1, 2020, the parties discussed the issue of classroom safety. It was agreed that there would be a Classroom Safety Work Group established within the following parameters:

COMPOSITION (Total of 12 employees; 7 Union staff and 5 Management staff):

- 2 Teachers
- 2 Early Intervention Specialists
- 2 Coaches
- 1 Head Start Nurse
- 1 Center Education Coordinator
- Early Intervention Services Manager
- Education Quality Supports Manager
- Education Operations Manager
- Assistant Head Start Director

ACTION STEPS and OUTCOME:

- Review Policies, Procedures and systems that the Head Start program currently has in place to address challenging behaviors in the classroom, special medical needs of children and workplace classroom safety concerns (e.g., training (including CPR/First Aid), Active Supervision of Children, Licensing Monitoring Checklists, Indoor and Outdoor Daily Safety Checklist, etc.).
- Review all relevant data.
- Make recommendations to Head Start leadership and the Policy Council for improving and enhancing current policies, procedures and systems.

TIME FRAME:

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



Catherine Fair
Acting Executive Director
Community Action Partnership of
Ramsey & Washington County



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

MEMORANDUM OF UNDERSTANDING

Building Safety

Community Action Partnership of Ramsey & Washington Counties and the Association of Federal, State, County and Municipal Employees Council 5, Local 3318 have agreed to consider items that are outside the contract by creating a mutually agreed upon Memorandum of Understanding. During the course of negotiations for the agreement beginning on April 1, 2020, the parties discussed the issue of building safety and security. It was agreed that there would be a Building Safety and Security Work Group established within the following parameters:

- There would be one representative from each worksite on the Work Group,
 - composed of 50% management and 50% union employees.
- Members of the Work Group would choose a chair person.
- The Work Group would report its work to the Chief Finance Officer.
- The Chief Finance Officer would be obligated to report the work of the Work Group to the Finance Committee of the Board on a bi-annual basis.

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



Catherine Fair
Acting Executive Director
Community Action Partnership of
Ramsey & Washington County



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

MEMORANDUM OF UNDERSTANDING
Healthy Workplace

Community Action Partnership of Ramsey & Washington Counties and the Association of Federal, State, County and Municipal Employees Council 5, Local 3318 have agreed to consider items that are outside the contract by creating a mutually agreed upon Memorandum of Understanding. During the course of negotiations for the agreement beginning on April 1, 2020, the parties discussed the issue of Healthy Workplace. The following has been agreed upon:

The Healthy Workplace issue will begin to be addressed, within three (3) months of the signing of this Health Workplace MOU, by the LMC to provide recommendations for updating the Employee Handbook language on bullying and the Executive Director's office for improving, creating and maintaining a health workplace culture.



Catherine Fair
Acting Executive Director
Community Action Partnership of
Ramsey & Washington County



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

Date Signed: June 14, 2020

Date Signed: June 14, 2020