

# 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 December 31, 2019

## 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 Care Providers and receptionists employed by the Greater Minneapolis Crisis Nursery at its Minneapolis and Golden Valley, Minnesota, facilities, excluding Family Advocate and 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 forty (40) 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 forty (40) 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 who are available on-call to substitute for an absent regular full or part-time employee and who has successfully completed the one hundred and eighty (180) day probation period. On-call employees must work at least sixteen (16) hours every thirty (30) 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 maintain current job descriptions for each bargaining unit position. 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. Part-time and On-call employees must complete sixteen (16) hours of training per year. Training may be provided by Greater Minneapolis Crisis Nursery. CPR and First Aid training must be renewed every two (2) years. The CPR and First Aid requirements provided by Greater Minneapolis Crisis Nursery will be at no cost to the employee. Outside training hours for CPR and First Aid are paid for by Greater Minneapolis Crisis Nursery only if pre-approved by the Children's Services Manager or Program Services Director. Employees shall be paid their hourly

wage rate for time spent to attend outside training if the training satisfies Children's Residential Facility licensing guidelines and is pre-approved by Children's Services Manager or Program Services Director.

#### 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 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

1.0 and 0.9 FTE employees will be entitled to full benefits based on their assigned full-time status.

#### Section 8: Part-time Benefits

Part-time employees, meaning those employees who are scheduled to .4 FTE or .2 FTE, 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:

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

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. 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 12:01 a.m. on Sunday and end at 12:00 midnight on the following Saturday. The work day will commence at 12:01 a.m. and end at 12:00 midnight.

b The Employer shall provide the Union with fourteen (14) days' calendar notice before it departs 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.

##### 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 Care Providers who work an eight (8) hour shift shall be entitled to a paid meal period while working.

bo Child Care Providers who are required to spend their paid mealtime supervising children will be provided with a meal at the cost of the Employer.

c. Employees will be entitled to one (1) fifteen (15) minute paid break for every four (4) hours of work scheduled except in cases of emergency. For employees scheduled to work an eight (8) hour shift, the employee may in consultation with the coordinator of the shift, combine these breaks into a single thirty (30) minute break.

### 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 forty (40) 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:

1% general wage increase, retro to January 1, 2018.

New minimum wage grid implementation (Appendix A) on July 1, 2018, with 1% increase for those employees outside of the grid

2% general wage increase effective July 1, 2019

- d. Employees working hours between 7pm and 7am shall be paid a shift differential of fifty (50) cents per hour.
- 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. An employee who holds the Child Care Provider II position will receive a Lead Differential of fifty (50) cents per hour when working as the Shift Lead in the absence of the Shift Supervisor.

#### Section 2: Promotional Opportunities

- a. In accordance with Article 16, Section 6, all open Child Care Provider II positions will be posted. All Child Care Provider I who meet the minimum qualifications of this position and have held the Child Care Provider I position for at least one year are eligible to apply for promotion. Applicants will be selected for the open Child Care Provider II position in accordance with Article 16, Section 6. Employees of less than one (1) year may be invited to apply for open Child Care Provider II positions at the discretion of the Employer. The probationary period for the Child Care Provider II position shall be a period of sixty (60) days. An employee promoted to Child Care Provider II will receive a pay increase of either 3% or an increase to the Child Care Provider II 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 and .9 FTE employees will be eligible to accrue Paid Time Off (PTO) on a per year basis (.4 FTE, .2 FTE, 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.

PTO will accrue during the Nursery probationary period, but will not be available to new employees until 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: Accrual of PTO time

1. When PTO requests are submitted fourteen (14) days or more in advance of use, the Employer must provide approval or denial within seven (7) calendar days of request.
2. When PTO requests are submitted thirteen (13) days or fewer in advance of use, the Employer must provide an approval or denial within five (5) calendar days of request. When such request is made within thirteen (13) days or fewer of the date(s) of requested use, the Employee is responsible for coverage of that shift(s).
3. For approval requests made in excess of ninety (90) days, approval will be granted based on seniority within job classification among those Employees requesting the same day(s) off.
4. PTO requests may not be submitted more than six (6) months in advance of use. When PTO requests made in excess of ninety (90) days, but fewer than six (6) months in advance, the Employer must provide approval or denial within fourteen (14) calendar days.

Accrued PTO shall be calculated according to the following formula

$$\text{Regular Hours Paid} \times \text{Accrual Factor} = \text{PTO Accrued}$$

Where:

Regular Hours Paid — Means actual regular hours paid including PTO paid, this excludes overtime hours. The maximum regular paid hours in any pay period, for PTO accrual purposes, is 80 hours.

Accrual Factor — Means the per hour rate at which an employee earns PTO.

PTO Accrued — Is the product of Regular Hours Paid multiplied by Accrual Factor.

### Section 3: Carry-over of PTO Balances

a. 1.0 and .9 FTE employees earn PTO based on the length of continuous service. The following "length of service" schedule shall apply:

- i) Prior to three (3) year anniversary date: 0.10769 hours PTO per Regular Hour Paid up to a maximum of 224 hours accrued per year. (An employee working a 1.0 FTE schedule for the entire year can expect to accrue PTO near or up to the maximum accrual cap of 224 hours (that is, 28 8-hour days); an employee working a .9 FTE schedule for the entire year can expect to accrue approximately

202 hours of PTO (that is, 25.25 8-hour days). In all cases, the actual amount of PTO accrued depends on the actual number of Regular Hours Paid to the employee and shall not exceed the cap.) ii) After three (3) year anniversary date: 0.12692 hours PTO per Regular Hour Paid up to a maximum of 264 hours accrued per year. (An employee working a 1.0 FTE schedule for the entire year can expect to accrue PTO near or up to the maximum accrual cap of 264 hours (that is, 33 8-hour days); an employee working a .9 FTE schedule for the entire year can expect to accrue approximately 238 hours of PTO (that is, 29.75 8-hour days). In all cases, the actual amount of PTO accrued depends on the actual number of Regular Hours Paid to the employee and shall not exceed the cap.) iii) After five (5) year anniversary date: 0.14615 hours PTO per Regular Hour Paid up to a maximum of 304 hours accrued per year. (An employee working a 1.0 FTE schedule for the entire year can expect to accrue PTO near or up to the maximum accrual cap of 304 hours (that is, 38 8-hour days); an employee working a .9 FTE schedule for the entire year can expect to accrue approximately 274 hours of PTO (that is, 34.25 8-hour days). In all cases, the actual amount of PTO accrued depends on the actual number of Regular Hours Paid to the employee and shall not exceed the cap.)

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. The Nursery will pay out the balance of any accrued, unused PTO upon an employee's termination of employment and at the employee's final wage rate. In order to facilitate the timely payout of accrued, unused PTO in the case of a voluntary termination by an employee,



the employee is asked to provide GMCN with at least two weeks' notice of his or her voluntary termination.

#### 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. If an employee works on or uses a PTO day for any holiday other than New Year's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, or Christmas Day, the employee will be paid at the employee's regular rate. If an employee works New Year's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, or Christmas Day, the employee will be paid double-time for hours actually worked. If an employee elects to use a PTO day for New Year's Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, or Christmas Day, however, it will be paid out at the employee's regular rate.

### ARTICLE 8: RESERVED FOR FUTURE USE

### ARTICLE 9: INSURANCE

#### Section 1: Health and Dental Insurance

The Employer will offer a .75 FTE bargaining unit employee 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 such employee 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

1 .0 and 0.9 FTE 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.

## ARTICLE 11: RESERVED FOR FUTURE USE

## 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: Personal Emergency Leave

Employees will be granted up to three (3) consecutive 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 one (1) hour during the working day, when it is not possible for them to vote outside of work time during governmental elections. 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.

- a. The leave shall begin at a time requested by the employee, but no later than the date of the birth or adoption. 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. 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.

### ARTICLE 13: WORK RELATED EXPENSES

All staff using their vehicle for work-related travel will be reimbursed at a rate designated by the

Board 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 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, 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 by the Employer in the agency for ten (10) days before applicants are sought outside the agency. 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 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 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 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 December 31, 2019, 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 December 31, 2019, 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 10 day of March 2018.

GREATER MINNEAPOLIS  
CRISIS NURSERY

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

X   
\_\_\_\_\_  
Executive Director

X   
\_\_\_\_\_  
Field Representative  


## APPENDIX A

### Child Care Provider I and Receptionist Pay Grid

Qualifications	Starting Wage	After Completion of Probation Period Wage (180 days)
Less than 1 year	\$13.00	\$13.40
1-3 years	\$13.40	\$13.80
3 + years	\$13.80	\$14.20

### Differentials

- Add \$0.25/hour for candidates with a certificate (Child Development Associate, Child Care Specialist, Infant and Early Childhood Mental Health)
- Add \$0.50/hour for candidates with an Associate's degree in Early Childhood, Child Development, Education, or related field
- Add \$1.00/hour for candidates with a Bachelor's degree in Early Childhood, Elementary Education, Child Development, Social Work, or related field

### Lead Child Care Provider Pay Grid

Qualifications	Starting Wage	After Completion of Probation Period Wage (180 days)
1-3 years	\$15.00	\$15.40
3-5 years	\$15.40	\$15.80
5 + years	\$15.80	\$16.20

### Differentials

- Add \$0.25/hour for candidates with a certificate (Child Development Associate, Child Care Specialist, Infant and Early Childhood Mental Health)
- Add \$0.50/hour for candidates with an Associate's degree in Early Childhood, Child Development, Education, or related field
- Add \$1.00/hour for candidates with a Bachelor's degree in Early Childhood, Elementary Education, Child Development, Social Work, or related field

Note on all differentials for all pay grids- The above differentials may not be combined or stacked. If an employee has multiple certificates/degrees, only the highest level will be applicable. For example, if an employee has both an Associate's degree and a Bachelor's degree in an appropriate field, only the \$1.00 per hour differential for the Bachelor's degree is applicable and will be added to the base pay.