

## Collective Bargaining Agreement

Between

Cornerstone Advocacy Service and AFSCME, Council 5

### 1. Preamble

- 1.1 This Collective Bargaining Agreement (this **“Agreement”**), which is made effective as of July 1, 2023 (the **“Effective Date”**), has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.
- 1.2 This Agreement is entered into between **Cornerstone Advocacy Services**, a Minnesota nonprofit corporation (**“Cornerstone”** or **“Employer”**), and the **American Federation of State, County and Municipal Employees (AFSCME) Council 5** (the **“Union”**). The purpose of the Agreement is to fulfill the mutual desire of Cornerstone and Union to encourage and promote a culture of dignity and respect between the parties and a mutually satisfactory relationship with respect to the terms and conditions of employment. Cornerstone and the Union recognize that it is in the best interest of both parties that all dealings between them be characterized by mutual responsibility and respectful treatment. The parties hereto agree as follows:

### 2. Union Recognition

- 2.1 Cornerstone recognizes the Union as bargaining representative for all full-time and regular part time and relief employees employed at Cornerstone's 1000 E 80th St, Bloomington, MN and 2241 E 38th St, Minneapolis, MN locations, CEAP, and other Community sites in positions in the following job titles: Advocates, Agency Assistants, Communications Coordinator, D/HH Specialist, DO Specialist, Facilities Maintenance, Grants Coordinator, Research & Database Coordinator, Staff Accountant I, Staff Accountant II, and Technology Support Technician employed by the employer; excluding all excluding all professional employees, Confidential employees, and guards and supervisors as defined by the Act, as amended by the National Labor Relations Board in Case No. 18-RC-294541 (each being a **“Union Position”**). All other employees of Cornerstone are excluded from the scope of this Agreement.
- 2.2 This Agreement shall be limited in scope and application to only those employees of Cornerstone in those classifications and statuses described in Section A above, as constituting the appropriate unit for purposes of collective bargaining.
- 2.3 This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements.

3. **Management Rights** – Except as expressly limited by this Agreement, Cornerstone reserves unto itself all rights, powers, and privileges previously exercised or currently granted to it by law, including, but not limited to the following:
  - 3.1 The right to manage and control Cornerstone’s business; adopt rules and regulations, determine financial and budgetary policies and all matters pertaining to public relations; and determine the size of the management organization and its functions.
  - 3.2 The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, evaluate, determine the qualifications of employees, including physical conditions, determine the size of the work force, lay off employees, to assign duties to and direct the performance of employees, to determine the starting times, quitting times, number of hours worked, and working days during a Week, make temporary work assignments, to reorganize, enlarge, reduce, or discontinue an employer function, position, program or department; to promulgate rules and procedures relating to employment; to promulgate and enforce personnel policies; to introduce new or improved methods of operation or facilities; to establish new jobs or change job contents; to determine the manner, means, and methods by which all operations of Cornerstone shall be carried out and determine the policy affecting the recruiting, selection, testing, or training of employees, providing such selection shall be based upon lawful criteria.
  - 3.3 The right to determine the services, supplies and equipment necessary to continue its operations and to determine the means, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work.
  - 3.4 The right to require overtime, subcontract work and to take such other actions as it deems necessary or appropriate to maintain the goals and efficiency of the Employer's operations.
  - 3.5 This Article shall not be used to avoid any of the provisions of this Agreement.
4. Union Security.
  - 4.1 All employees in Union Positions who are not members of the Union on the Effective Date and all employees who are hired subsequent to the Effective Date in Union Positions shall, as a condition of employment, become members in good standing of the Union within thirty days of the Effective Date or within thirty days of the hire date, whichever is later, or pay a service fee not to exceed the amount of dues uniformly required of members.
  - 4.2 Membership in the Union is not compulsory. Employees in Union Positions may join, elect not to join, maintain, or resign their membership in the Union, as they see fit. However, such employees who elect not to become Union members shall be required, as a condition of employment, beginning on the 30th day following the beginning of such employment, to pay the Union a monthly service fee toward the administration of this Agreement and the representation of such employee. The monthly service fee shall not exceed

the regular monthly Union dues paid by employees who work the same number of hours and who have become Union members. The monthly service fee shall be payable at the same time as the regular dues.

- 4.3 Deduction for dues or the appropriate service fee shall be made for each employee in a Union Position who executes a valid written authorization card authorizing such deduction and pursuant to a current schedule of dues and charges that the Union provides to Cornerstone. The Union shall certify to Cornerstone, in writing, the current amount of regular dues to be withheld and any service charge authorized by law.
- 4.4 Cornerstone will discharge any employee who fails to satisfy the requirements of Sections 3.2 or 3.3 above only upon receipt of a written demand from the Union requesting their discharge that includes the reason for that demand. The Union agrees to indemnify and hold Cornerstone (and its employees, agents, and board members) harmless from and against any and all claims, suits, orders or judgments brought or issued against Cornerstone, and all associated costs, related to any action taken or not taken by Cornerstone under the provisions of this Section 3.
- 4.5 Cornerstone shall deduct membership dues from the earnings of those employees who authorize such deductions in writing. The Union shall submit such authorizations to Cornerstone. Cornerstone agrees to deduct the Union dues or agency service fees from the pay of those employees covered by this Agreement who sign a valid Authorization for Payroll Deduction for Union Dues or Fees. The amounts to be deducted shall be certified to Cornerstone by a representative of the Union, and the aggregate deductions of all employees who authorize payroll deduction shall be remitted together with an itemized statement, to the Union by the 15th of the succeeding month after such deductions are made.
- 4.6 Within sixty days of the Effective Date, Cornerstone will provide the Union with a list of the names, addresses, job titles, phone numbers, work location, wages, status, number of hours worked/FTE and hire dates for all employees employed in Union Positions for the current pay period, and monthly thereafter, reflecting any hires, terminations, transfers, and leave of absences.
- 4.7 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.

## 5. **Union Rights.**

- 5.1 After notifying Cornerstone's Human Resources Director, an authorized Union Representative will be granted reasonable access to non-working areas to discharge their duties as a representative of the Union. The Union Representative must be accompanied by a bargaining unit member and there

shall be no adverse impact on the day-to-day operations of Cornerstone due to the presence of a Union Representative.

- 5.2 Cornerstone will furnish a bulletin board or will make space available on an existing bulletin board at each work location in areas mutually agreed to on a local basis, for the exclusive use of the Union. The Union shall be responsible for all items posted on the bulletin board.
- 5.3 Employees selected by the Union to act as Union Representatives shall be known as **“Stewards.”** The names of employees selected as Stewards and the names of other Union Representatives who may represent employees shall be certified in writing to Cornerstone by the Union. The activities of the Stewards must not interfere with the performance of the Stewards’ work, the work of any other employee, or the operation of Cornerstone.
- 5.4 Cornerstone will allow a Union Steward to meet with new employees hired into a Union Position at the end of new employee orientation, for a maximum of 30 minutes. The Union shall be provided advanced notice of the new hires name, job title, department and start date. The Union, through one of its designated Stewards, shall be provided an opportunity to meet with newly hired unit employees at a time designated by Cornerstone during the first month of employment for a period of up to thirty minutes if they were unable to meet during formal orientation. The Union shall have no additional work time orientation communications with new employees.
- 5.5 An employee may request an unpaid leave of absence for union business. Leave will be approved in accordance with Cornerstone’s normal attendance and leave policies.
- 5.6 Time allowed for service on Agency meet and confers, Labor Management Committees and attendance at such meetings established by this Agreement shall be paid time during work hours.

6. **No Strikes, No Lockouts.**

- 6.1 During the course of this Agreement, there shall be no strikes, sympathy strikes, sit-downs, or boycotts, and no stoppage of work, or slowdowns of any kind by employees, whether coercive or otherwise, participated in by the Union, its agents or employees covered by this Agreement. During the term of this contract, Cornerstone agrees that there shall be no lockout.
- 6.2 Participation in any of the activities prohibited by any employee or group of employees is subject to the disciplinary process, up to and including discharge.

7. **Discipline.**

- 7.1 Prior to disciplining an employee, Cornerstone should make an effort to work with the employee in an attempt to actualize appropriate behavior and/or optimal performance by utilizing training, familiarizing of organizational and department policies, or performance improvement plans. Cornerstone is interested in ensuring fair treatment of all employees and in making certain that performance

concerns are addressed promptly, uniformly, and impartially. The major purpose of any performance improvement plan is to identify the areas of concern, support the employee to correct the problem, clarify specific steps necessary for corrective action to prevent recurrence, and prepare the employee for satisfactory service in the future. During a 90-day probationary period for new employees (**“Probationary Period”**), an employee may be disciplined or discharged for any reason without regard to whether or not Just Cause exists. During the Probationary Period an employee shall not have recourse to the grievance and arbitration procedure described. Employer has the option, in Employer’s sole and absolute discretion, to extend the Probationary Period by up to an additional 90 days rather than terminate an employee after the first 90 days.

- 7.2 Cornerstone may only discipline an employee for just cause. Cornerstone will provide employee in writing with reasonable details supporting just cause circumstances. The discipline may, but is not required to, be applied in the following order:
  - A. Written Performance Concern – If concerns are not fully address within the stated period in the written performance concern, just cause will remain in place;
  - B. Suspension;
  - C. Termination of employment.
- 7.3 The appropriate level of discipline will be determined by Cornerstone based on the facts of each case. Cornerstone will abide by principles of progressive discipline although: (1) it is not bound to use all of the above-identified disciplinary forms, and (2) it retains the right to terminate an employee without prior warning for egregious conduct.
- 7.4 Cornerstone shall not administer a written performance concern, or any form of discipline unless the employee has been offered an opportunity to have a representative of the Union present.
- 7.5 Employees may be afforded Union representation when the employee is part of an investigation; that right shall be offered to employees upon notice of the investigation. It is the employee’s responsibility to secure Union representation.
- 7.6 Written Performance Concerns will become part of an employee’s personnel file but after 24 months, the Written Performance Concern will be removed from the employee’s personnel file. The employee will receive a copy of such Written Performance Concern.

8. **Grievance Procedure.**

- 8.1 Definition of Grievance - A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. An employee has the right to proceed under non-contractual remedies in the Cornerstone Personnel Rules and Veterans Preference Act. An

employee may not employ both the grievance procedures under this Article and non-contractual remedies for the same grievance.

- 8.2 Organization Representatives - Cornerstone will recognize representatives designated by the Union as the representative or steward of the bargaining unit having the duties and responsibilities established by this Article. A list of union representatives or stewards will be provided to Human Resources at least annually or in the event there are changes in representatives.
- 8.3 Processing of Grievance - It is recognized and accepted by the Union and Cornerstone that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employees' duties and responsibilities. The aggrieved employee's union representative or steward, if an employee, shall be allowed a reasonable amount of time without loss in pay, to investigate a grievance, and present grievances to the employer during normal working hours provided the employee and the employee union steward have notified the designated supervisor.
- 8.4 Grievance Procedure - Grievances shall be processed in the following manner:
- A. Step 1. The employee shall take up the matter with their immediate supervisor, on an informal basis, to settle the matter promptly. An aggrieved employee may have the Union steward present at any meetings to assist them with Step 1 if they desire. A Union Steward may also take up a grievance regarding any perceived violation of the terms of this contract, within fifteen (15) workdays of the UNION's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee and steward within five (5) workdays.
  - B. Step 2. If the grievance is not settled in Step 1, it shall be referred in writing by the employee, union representative or steward to the department Director or designee within fifteen (15) workdays after the step 1 response is received. The department Director or designee shall discuss the grievance within fifteen (15) workdays with the employee and the Union representative or steward at a time mutually agreeable to the parties. The department Director or designee shall give written answer to the Union within (10) workdays following their meeting.
  - C. Step 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Director of Human Resources and Executive Director within fifteen (15) workdays after the department head or designee's answer in Step 2. A meeting between the Director of Human Resources, Executive Director or designee, the department head or representative, the employee, and the Union shall be held ten (10) workdays following the Union request for a Step 3 meeting at a time mutually agreeable to the parties. At this meeting all pertinent facts shall be presented by the Union and the Employer and an effort will be made to settle the grievance. If not settled at this conference, the Employer shall issue a decision in writing on any

such written grievance within 10 (7) working day from the time that the grievance meeting has been adjourned.

D. Step 4. Arbitration - If the grievance is not settled in Step 3, and the Union wishes to refer the grievance to arbitration, the Union shall inform the Employer of its intent to arbitrate within fifteen (15) workdays after the Union's receipt of the Employer's written answer in Step 3. The Union and the Employer will then select an arbitrator.

- (1) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issues(s) submitted in writing by the employer and the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- (2) The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- (3) The 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 a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.
- (4) 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 order of striking shall be determined by chance. While in scheduling arbitration, the Union and the Employer may attempt to resolve the grievance.

8.5 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits or any agreed extension, the grievance should be considered settled on the basis of the Union's requested relief. The time limit in each step may be extended by mutual written agreement of the employer and the employee Union in each step. The term "days" as used in this Article shall mean the days Monday through Friday inclusive, exclusive of holidays.

- 8.6 Records - All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).
- 8.7 Time Limits - If a party who is subject to a time limit would like an extension of that time limit, then that party may ask the other party for an extension and an extension will be made only if that other party agrees to the extension.

9. **Labor Management Committee.**

- 9.1 The parties hereby agree that a Labor Management Committee ("**LMC**") consisting of three representatives appointed by the Employer and three representatives appointed by the Union will meet once quarterly, unless the LMC sets a different frequency. Each meeting of the LMC will be one hour, unless the LMC agrees to a different period of time. The LMC shall make recommendations to the Employer with respect to operational issues affecting the employees. Time spent at such meetings shall be paid time. The LMC has no authority or power to amend or delete from the Agreement. Any agreements entered into by the parties as the result of the LMC shall be reduced to writing as a Memorandum of Understanding and attached to the contract.
- 9.2 Representatives who agree to serve on the LMC agree to attend the Labor/Management Committee training provided by Federal Mediation and Conciliatory Services three (3) months after ratification of this Agreement.

10. **Mileage and Parking.**

- 10.1 When employees are required by the Cornerstone to use their private automobiles while engaged in business, the employee shall be entitled to reimbursement at the rate established by the IRS for actual mileage incurred. In the unlikely event the IRS does not provide advance notice of a rate change, Cornerstone shall execute such change within thirty days of an employee's request for reimbursement.
- 10.2 All necessary out-of-pocket parking expenses incurred while conducting approved business away from the regular work site will be reimbursed in full with a receipt or other appropriate documentation.

11. **Leaves of Absence.**

- 11.1 Bereavement Leave. Regular full-time and part-time employees (20 hours or more per Week) are eligible for paid bereavement leave of 24 hours for the death of a Family Member (up to a total of 48 hours in a Year). Employees may take additional time off using their accrued PTO with supervisor approval. Bereavement time off for part-time employees will be pro-rated based on the expected number of hours in an employee's normal Week. Employees should notify their Supervisor/Manager of the need for this time off as soon as possible. An employee may, with his or her supervisor's approval, use any available PTO for additional approved time off as necessary. An employee on PTO or other leave of absence is not eligible for bereavement pay, as no loss of work time is involved. An employee under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave. The term "**Family**"



**Member**” means any person an employee, in good faith, says is as close to that employee as any immediate family member of that employee.

- 11.2 **Jury Duty**. In recognition of its civic responsibilities, Cornerstone will pay regular full-time and part-time employees (20 hours or more per Week) the difference between regular pay and juror's pay during jury duty up to a total of eighty hours. Any additional time after eighty hours will not be compensated by Cornerstone. Employee must notify Supervisor/Manager promptly when summoned for jury duty. Due to Cornerstone paying for the time off for civic responsibilities, employees are expected to return to work if released early in the day or before the completion of the assigned period jury duty. Cornerstone will provide the difference between regular pay and any payment received from the government for serving as a juror, less any expense reimbursement. Documentation requesting jury participation must be provided, as well as copies of pay stubs.
- 11.3 **FMLA (Family & Medical Leave Act) Leave**. Employer will provide FMLA leave in accordance with then-current federal law and will continue to provide FMLA leave even if Employer has less than 50 employees as though it has more than 50 employees.
- 11.4 **Paid Parental Leave**.
- A. Cornerstone will provide 120 hours of paid parental leave (prorated for part-time employees) for the birth or adoption of a child but only if an employee:
- (1) has been employed by Cornerstone for at least twelve months, and
  - (2) worked at least twenty hours in each Week of the twelve-month period immediately preceding the time parental leave is first used in a calendar year, and
  - (3) provides Cornerstone with supporting documentation, such as a certificate of birth certificate of adoption, and with a signed physician's or adoption agency's note.
- B. Paid parental leave shall be utilized within one year following the birth or adoption of a child (or children). Paid parental leave must be exhausted prior to using unpaid leave time. If two employees are the parents of the same child, then those two employees may both take 120 hours of paid parental leave. Birth mothers must use paid parental leave concurrently with FMLA leave.
- 11.5 **Union Leave**. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall at the written request of the Union be granted a leave of absence without pay up to a maximum of 3 days per month; provided that employees will give as much advanced notice as possible of the dates on which the leave is to be taken and that the number of employees granted union leave shall not exceed a reasonable

number and shall not, as determined in the reasonable discretion of Employer, create an undue burden on the Employer.

- 11.6 School Conferences and Activities Leave. Leave With reasonable notice, up to sixteen (16) hours in a calendar year may be granted to an employee to attend school conferences, classroom and other school activities, childcare services, and pre-kindergarten program activities related to the employee's child, provided they cannot be scheduled during non-work hours. An employee may elect to use accrued PTO pay or may take unpaid time away from the job.
- 11.7 Unpaid Leave Generally. With regard to any unpaid leave, an employee is responsible for promptly paying to Cornerstone the employee's share of any benefit premiums as provided in Employer's handbook. An employee's share of health insurance premiums is paid in advance of a month. If the employee then takes unpaid leave in the month following the month in which payment is made, the employee will not be required to pay any of the employee's share of premiums in the month leave is taken because the employee's share of premiums will have already been paid by the employee in the prior month.

12. **Worker Safety.**

- 12.1 General. It shall be the policy of the Employer that the occupational safety and health of its employees, the protection of work areas, and the prevention of accidents are continuing and integral parts of its everyday operating responsibility.
- 12.2 Employer. The Employer is committed to providing a safe and healthful working environment for employees. The employer agrees to abide by all relevant required local, state and federal safety and health standards, and no employee shall be disciplined or suffer any retaliatory action for, in good faith, exercising legal rights to a safe and healthful workplace.
  - A. The employer will make available information about hazardous substances in the workplace as required by Minnesota Employees Right to Know Act (MERTKA) and the Minnesota Occupational Safety and Health Act (MOSHA).
  - B. The Employer agrees to supply the equipment necessary to do work safely and to avoid injury to workers. When proper equipment is determined by the Employer or law or regulation, every effort shall be made to provide and use it in a timely manner to prevent injury.
- 12.3 Employees. The employees shall have the responsibility to use any provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs. Employees have the right to refuse work consistent with Minnesota law.
- 12.4 Safety Committee. Employees shall report any unsafe or unhealthy work condition promptly to the Employee's Safety Committee. The employer agrees to assess and take remedial action, as appropriate, and shall report the results to

the employee(s) and post on CAS Connect internal tracking. The Committee will review safety complaints, including any and all OSHA complaints.

- 12.5 Union Representation. The Union shall have the right to select one bargaining unit member to participate in the Safety Committee.
- 12.6 Injuries and Accidents. Any employee who is injured or who is involved in an accident during the course of their employment, no matter how slight the injury, shall file an accident report with the designated supervisor, as soon as possible after the injury and prior to the conclusion of the employee's workday, whenever possible. While the initial report may be given orally, it must be followed up within forty-eight (48) hours with a written report on the First Report of Injury form which shall be submitted to their supervisor who shall then submit it to the Human Resources Department.
- 12.7 Building Safety. Fire and disaster plans shall be developed by the employer. Copies of the plans will be posted in each building and available for employee inspection. All buildings in which bargaining unit employees work shall meet applicable state and federal health, environmental, safety and fire codes.
13. **Seniority**.
- 13.1 Seniority and Seniority Date Defined. An employee's "**Seniority Date**" is the date an employee is hired in, or promoted to, a particular job description at a particular grade level (e.g., Advocate II in Grade level 10) in a particular Program (each of the following is a "**Program**": 1) Emergency Services; 2) Call Center Services; 3) Community and Economic Empowerment Services; 4) School Based Services ; 5) Criminal and Civil Justice Intervention Services; 6) General Crime Services, 7) Clinical Services; 8) Administration; and 9) Development). With regard to "**Seniority**": Among two or more employees in the same job description, grade level, and Program, the employee with the earliest Seniority Date is the employee with the most Seniority; the employee with the next earliest Seniority Date is the employee with the next most Seniority; and so forth.
- 13.2 Layoffs and Recalls. If Employer plans any layoffs, Employer will give Union at least 30 days advanced notice of the planned layoffs. During that 30-day period, the Union has the right to discuss potential impacts of the planned layoffs with Employer. Only after such discussions may Employer implement its planned layoffs (subject to any adjustments in the plan agreed to by the Union and Employer during those discussions).
- 13.3 Promotional Opportunities and Hiring for Positions. When a job for a particular job description, grade level, and Program becomes open for any reason, it shall be posted internally by the Employer in the agency for a minimum of five days. All interested applicants who meet the minimum qualifications for the posted positions may apply and will be given fair consideration for the job, including an interview. Employer's agreement to post newly created positions and vacancies in current classification positions shall not prohibit Employer from advertising to fill the position during the posting period or at any other time. 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 and any Human Resources decision made after that discussion will be final.

- 13.4 Seniority shall have no application to the hiring process. Employer retains the unrestricted right to use an open hiring procedure whereby it may consider and hire any and all persons, whether presently employed or not, for a position. This right shall apply to any circumstance in which hiring is desired by the Employer, including, but not limited to, the creation of a new position or the filling of an existing position; except that when filling a position vacated by a layoff, any laid off employee shall have the recall rights as defined in this Agreement.
14. **Savings Clause** – In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet promptly for the purpose of renegotiating the provision so invalidated. However, the no-strike/no-lockout provisions of Article 6 of this Agreement remain in effect during such renegotiation unless that is the provision invalidated by the passage of legislation or a decision of a court of competent jurisdiction.
15. **Successor**. If Employer wishes to sell or transfer substantially all of its assets to a third-party buyer ("**Buyer**"), or if Employer is merged another third-party entity (the resulting entity being the "**Merged Entity**"), then the Buyer or the Merged Entity, as the case may be, must first agree in writing, as a condition to such a sale, transfer, or merger, to assume all of Employer's obligations and rights under this Agreement, but only if the Buyer (or the Merged Entity) will continue to offer services substantially similar to the services then being offered by Employer. In such case, Employer will furnish the Buyer (or the Merged Entity) with the name and contact information for the Union field representative currently assigned to Employer.
16. **Paid Time Off (PTO)**. Based on the number of months an employee has worked for Cornerstone at least 20 hours in each Week of a month (each such month being a "**Month of Service**"), an employee will be entitled to the following (prorated for part-time employees):
- 16.1 Employee will be entitled to paid time off ("**PTO**") in an amount provided below. PTO will accrue from the beginning of the first full pay period worked and can be used upon hire.

<b>Total Months of Service</b>	<b>Amount of PTO (in Hours) Per Hour Worked in a Pay Period</b>	<b>Annual Amount (in Hours)</b>	<b>Maximum Roll-Over (in Hours)</b>
Less than 24 months	0.0769	160	160
At least 24 months but less than 60 months	0.0962	200	160
At least 60 months but less than 120 months	0.1154	240	160

At least 120 months but less than 180 months	0.1346	280	160
At least 180 months	0.1538	320	160

16.2 Employees may use accrued PTO for any reason. The granting of all PTO requests is subject to staffing needs and PTO will be granted on a first come, first served basis if there is more than one request for the same period. Except in cases of sudden illness and emergencies, employees must submit a written request for PTO to their supervisor as far in advance of the requested time off as possible. The supervisor must approve the written request before the PTO can be taken. Supervisors shall be responsible for making coverage arrangements for all approved PTO requests. Cornerstone responses to written requests for PTO must be a response either approving or denying the request, and will be as follows:

- A. When PTO requests are submitted at least fourteen days in advance of use, Cornerstone must provide a written response within seven calendar days of request.
- B. When PTO requests are submitted less than fourteen days in advance of use, Cornerstone must provide a written response within five calendar days of request.

16.3 At the end of a calendar year, an employee may roll over to the next calendar year a maximum of 160 hours of Unused PTO. The amount of **“Unused PTO”** at the end of a year is (A) the amount of Unused PTO rolled over from the prior year (if any) plus (B) the amount of PTO accrued in the current year less (C) the amount of PTO used in the current year.

16.4 With regard to the “Total Months of Service” column in the table above, if an employee does not work at least 20 hours in each Week of a month but later works at least 20 hours in each Week of a month after that, then the Total Months of Service will not start over. Rather, the counting of Total Months of Service will pause in those months in which an employee works less than 20 hours in each Week of a month and then resumes once the employee works at least 20 hours in each Week of a month.

17. **Insurance.**

17.1 Cornerstone will, at a minimum, make medical plans available to benefit eligible employees that meet the following cost-sharing percentages (Cornerstone may offer additional program options at different contribution rates):

Modified Program		
Type of Coverage	Employer Contribution	Employee Contribution

<b>Employee Only</b>	<b>90%</b>	<b>10%</b>
<b>Employee + Child(ren)</b>	<b>70%</b>	<b>30%</b>
<b>Employee + Spouse</b>	<b>60%</b>	<b>40%</b>
<b>Employee + Child(ren) + Spouse</b>	<b>60%</b>	<b>40%</b>

17.2 New premiums and contribution rates for 2023 took effect on May 1, 2023, and the premiums will be in effect through April 30, 2024.

17.3 If, for periods after April 30, 2024, premiums increase, then the increase will be shared equally between the employees and the Employer.

18. **Remote Work.**

18.1 **“Remote Work”** means work performed from an alternate worksite (most often, home) away from Cornerstone’s official offices or community partner locations (e.g., law enforcement, court, schools). The Employer and the Union agree that some programs and positions within Cornerstone may not be eligible for Remote Work.

18.2 Eligible employees may request a remote work schedule. Granting a request will be at the sole discretion of Employer.

- A. If employee wishes to work remotely for a certain day or number of days per week, then the employee must request written approval from the employee’s program supervisor and complete a remote work request.
- B. If a request for remote work is denied, then Employer shall provide a written notification of that denial within fifteen days of the completed request.
- C. If an employee is permitted to work remotely, then the employee will be working their specified Remote Work schedule at a mutually agreed upon alternate worksite that is away from their official workstation or location.
- D. Employees must follow all processes and procedures related to safety, data security, Remote Work, and all other rules otherwise applicable in the absence of Remote Work. A failure to do so may result in Employer revoking permission for the employee to work remotely.
- E. Employer can rescind permission to work remotely at any time at the discretion of the Employer. If an employee’s remote work agreement is

rescinded, the Employer will give that employee at least fourteen days' notice prior to that permission being rescinded.

19. **Holidays.**

- 19.1 Full-time employees and those part-time employees working at least twenty hours each Week: Cornerstone will pay all eligible employees for the following holidays each year:

<b>Employer Holidays</b>	
New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth Day	Christmas Day (or one other religious holiday of an employee's choice)
Independence Day	

- 19.2 When a religious holiday observed by an employee but not listed as a holiday above, falls on an employee's regularly scheduled workday, the employee may be entitled to that day off to observe their religious holiday. Documentation is not required to take the religious holiday day off, but the employee must timely notify his/her Supervisor/Manager of his/her intention to observe a religious holiday in advance of the holiday. The religious holiday observed by the staff may be taken in place of Christmas Day, or staff can choose to use PTO if any.
- 19.3 If a nonexempt employee works a holiday, they shall receive eight hours of deferred holiday. All deferred holiday hours must be used within that calendar year. The only exceptions is Christmas Day, which can be extended to the following calendar year.
- 19.4 In addition to regular pay: For working a four-hour block of time on a Holiday, Employer will pay an eligible employee (see Section 1 above) \$25. If an eligible employee works an eight-hour block of time on a Holiday, then Employer will instead pay that employee \$50. If an eligible employee works twelve-hour block of time on a Holiday, then Employer will instead pay that employee \$75. If an eligible employee works a sixteen-hour block of time on a Holiday, then Employer will instead pay that employee \$100.
- 19.5 New Year's Day, Independence Day, and Christmas Day or alternative day shall be considered major holidays. When such a holiday falls on a Saturday, the proceeding Friday shall be considered a holiday. When such a holiday falls on a Sunday, the following Monday shall be considered a holiday.
- 19.6 Birthdays Off. All employees who work at least thirty hours per Week are eligible to take their birthday off with pay. Specific guidelines include:
- A. A newly-hired employee must complete new hire 90-day introductory period before being eligible for the birthday day off.

- B. A birthday day off must be scheduled for the actual date of an employee's birthday, with supervisor informed two Weeks in advance. Exceptions:
    - (1) If taking the actual birth date off creates a hardship within the department, then the immediate supervisor has the authority to require the day off be rescheduled and taken during the same pay period.
    - (2) If an employee's birthday is on a weekend or holiday, then employee must take the birthday day off on the nearest date employee is otherwise scheduled to work.
  - C. This benefit must be taken as an eight-hour (or pro-rated for less than a 40 hour per Week employee) day off. This paid time off should not be allowed to contribute to an excess of 40 hours in one Week. If possible, with approval from your supervisor, flex out your work time (not birthday day off) if necessary.
  - D. If the employee is not scheduled to work on the birthday due to unpaid time off - leave, FMLA, etc., the day off is forfeited.
  - E. Under no circumstance will any pay be issued for this day in lieu of taking it off.
20. **Differentials** – Employees will receive a \$1.50 shift differential for hours of a shift actually worked between 10:50 PM and 6:00 A.M. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations but shall not apply during periods of paid or unpaid leave.
21. **Schedule** – A **“Week”** begins at 12:00AM (midnight) on a Saturday and ends at 11:59.59PM on the immediately following Friday. A Week will be composed of a maximum of forty hours of work time (at regular pay) in shifts that will normally be composed of eight hours of work time. Any changes made to an employees work schedule will require at least a 14-day notice, although an employee may agree to a modified work schedule with less notice if the employee so chooses. Any changes made to a work location shall require at least a fourteen-day notice.
22. **Added Duties** – An employee who is temporarily assigned job duties outside of their job description and outside of their Program for a period exceeding twenty consecutive workdays shall be paid an additional twenty-five dollars per day for days worked. That added-duty payment will include all of the first twenty days worked, once that twenty-day threshold is hit and overtime rate will continue to apply as normal.
23. **401(k)** – Employer will match 100% of the first 3% contributed by an employee and 50% of the next 2% contributed by an employee.
24. **DEI Workgroup** – There will be two spots reserved for Union representatives on the DEI Committee, both of which will be appointed by the Union. This will be done in recognition of the employer and union's joint commitment to furthering a diverse and inclusive workplace.



25. **Cell Phones** – If an employee is required to use a cell phone to provide on call coverage or is otherwise required by Employer to use a cell phone, then the Employer shall furnish that employee with a cell phone and incur all monthly costs associated with that cell phone and plan coverage. With regard to any Employer-provided cell phone, the specific type of phone and the specific coverage plan for an employee will be determined by the Employer at the Employer's sole discretion but, at a minimum, a phone and coverage plan must allow voice calls and text messaging.

26. **Overtime.**

26.1 If an employee works more than forty hours in a Week, then Employer will pay time and one-half on all hours worked in excess of forty hours in a Week.

26.2 Employer will endeavor to distribute overtime work approximately equally to qualified employees in a department working within the same job classification and will endeavor to give all employees who are interested in overtime equal access to overtime.

26.3 Overtime work shall be voluntary, except in emergencies. There shall be no discrimination against any employee who declines to voluntarily work overtime. Emergency is defined as: An unanticipated set of circumstances that creates an immediate need for employees to work to prevent injury to clients, employees, or the public, prevent loss or maintain current standard staffing ratios.

27. **Weather Days** – Under extreme weather conditions or an unplanned emergency event, if Cornerstone elects to close a facility or department and employees are told not to report for work, such days shall be with pay but only for those who are scheduled to work on a date of closure. Payment for such days shall be limited to two days per calendar year. If it is possible for an employee to work from home on a weather day and if that employee was otherwise scheduled to work that day, then that employee will work their normal shift from home on that day.

28. **Wages** –

28.1 Effective the first pay period following the Effective Date of this Agreement, existing compensation rates for employees in Union Positions will increase by 4%. Effective on the first pay period following the first anniversary of the Effective Date of this Agreement, existing compensation rates for employees in Union Positions will increase by 3%.

28.2 Longevity Increase:

A. If as of the Effective Date of this Agreement an employee has reached their fifth, seventh, or tenth anniversary, then that employee will receive one of the following increases in the first payroll period following the Effective Date:

(1) If as of the Effective Date an employee has reached their fifth anniversary but not their seventh anniversary, then that employee will receive an additional 2% longevity increase.

- (2) If as of the Effective Date of this Agreement an employee has reached their seventh anniversary but not their tenth anniversary, then that employee will receive an additional 2% longevity increase for their fifth anniversary and an additional 2% increase for their seventh anniversary.
- (3) If as of the Effective Date of this Agreement an employee has reached their tenth anniversary, then that employee will receive an additional 2% longevity increase for their fifth anniversary, an additional 2% increase for their seventh anniversary, and an additional 2% increase for their tenth anniversary.

B. If an employee reaches the employee's fifth (5<sup>th</sup>), seventh (7<sup>th</sup>), or tenth (10<sup>th</sup>) anniversary in the twelve-month period immediately following the Effective Date, then starting on the first payroll period starting after the first anniversary of the Effective Date, that employee will receive an additional 2% longevity increase for reaching one of those anniversaries.

29. **Duration** – The Effective Date of the CBA is July 1, 2023 (per U1 above). The CBA will expire immediately prior to the second anniversary of the Effective Date (June 30, 2025).

This Agreement is signed and made effective as of the Effective Date.

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

DocuSigned by:  
*Timothy Blase*  
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Timothy Blase, Field Representative

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*Bart Andersen*  
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Bart Andersen, Field Director

**Cornerstone Advocacy Service**

DocuSigned by:  
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Meg Schnabel, Executive Director