

AGREEMENT

between

SAFE HAVEN SHELTER FOR BATTERED WOMEN

**AMERICAN FEDERATION OF STATE COUNTY AND
MUNICIPAL EMPLOYEES UNION**

COUNCIL 5, LOCAL 3558

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AGREEMENT

THIS AGREEMENT is entered into and is effective as of the 1st day of October, 2017, to and including September 30, 2019, between SAFE HAVEN SHELTER FOR BATTERED WOMEN, referred to hereinafter as the "Employer," and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, COUNCIL 5, LOCAL 3558, hereinafter referred to as the "Union."

It is the intent and purpose of the Employer and the Union to promote and improve labor-management relations between them and to set forth herein the basic terms of agreement covering wages, hours, and conditions of employment to be observed by the parties and the employees.

It is understood and agreed by both the Union and the Employer that the parties have bargained fully on all matters, and that this Agreement sets forth the entire understanding and agreement of the parties and may not be modified in any respect without a writing signed by both parties. It is further agreed that all subjects of bargaining not otherwise covered herein are to be considered waived, and neither party shall have any obligation to bargain on such subjects for the duration of this Agreement, except that, upon the Employer's request, the parties shall have an obligation to meet and negotiate on issues related to compliance with the American with Disabilities Act.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desires in promoting the efficient conduct of business, and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

ARTICLE 1

RECOGNITION

1.1 In accordance with the certification issued by the Bureau of Mediation Services, Case No. 93-RCE-546, the Employer recognizes the Union as the sole collective bargaining agent for all regularly scheduled full and part-time employee of the Safe Haven Shelter for Battered Women employed by Employer at its Duluth, Minnesota facilities, excluding all other employees including, but not limited to, supervisory and casual employees and independent contractors.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 All management functions and responsibilities, whether or not exercised by the Employer prior to the execution of this Agreement, are reserved exclusively to the Employer, except to the extent that the same are expressly restricted by a specific provision of this Agreement. By way of illustration, management rights shall include, but not be limited to, the right to hire, fire, suspend, discipline, lay-off, transfer, promote and demote employees; to require physical examination of employees as an incident to their receiving benefits under any of the Employer's benefit plans; 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 the work week; to require overtime and 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 the Employer shall be carried out; to subcontract work and to take such other actions as it deems necessary to maintain the goals and efficiency of the Employer's operations.

2.2 The Employer's exercise of any management right or function in a particular manner on one occasion shall not preclude the Employer from subsequently exercising the same right or function in any other manner which does not expressly violate a specific provision of this Agreement. The Employer's failure to exercise any right or function reserved to it on a particular occasion shall not be deemed a waiver of its right to exercise the same on another occasion.

2.3 As determined by the Employer, other employees, including but not limited to managerial, supervisory employees, casual employees, independent contractors or students and clinical interns, may perform work usually done by employees in the bargaining unit. Work may be contracted out or subcontracted outside of the Employer in whole or in part as determined by the Employer, except that Employer may not use its subcontracting powers to displace the position of any present unit employee.

ARTICLE 3

UNION REPRESENTATIVES

3.1 Authorized representatives of the Union may visit certain designated areas of the Employer's premises to speak with employees during working hours, but only for the purpose of discussing matters relating to the interpretation and performance of this Agreement or investigating grievances which have been filed, after notice to and approval by the Employer has been obtained. Such approval shall not be unreasonably withheld. Such visits shall be restricted to the time and place so approved.

3.2 No Union business or solicitation shall be conducted on the Employer's time, except for matters relating to the interpretation and performance of this Agreement or the processing of grievances, nor shall any Union meetings be conducted on the Employer's time or premises.

3.3 The Union shall designate in writing to the Employer the names of those Union members serving as stewards.

3.4 The activities of the stewards are expected to consume no more time than reasonably necessary, and they shall not interfere with the performance of the steward's work, the work of any other employee, or the operation of the Employer.

3.5 Any grievant and steward assisting that grievant who is required to be absent from duty to process a grievance shall be granted the necessary time off without loss of pay, without discrimination and without loss of seniority rights or any other rights granted by the Employer under this Agreement. Any such absence from duty shall be subject to the approval of the Department Head and shall not be granted if the absence would disrupt necessary Employer functions. Notwithstanding the above, the Employer shall not be obligated to reimburse a grievant or steward for wages lost in attending an arbitration hearing.

3.6 The Union shall be permitted to hang one (1) bulletin board for the posting of matters of interest to the members, provided the postings are not political, at a location authorized by the Employer on their premises.

3.7 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 the Employer during the first week of employment for a period of up to thirty (30) minutes, for purposes of orientation. The Union shall have no additional work time orientation communications with new hires.

ARTICLE 4

UNION SECURITY

4.1 Membership in the Union is not compulsory. Employees may join, elect not to join, maintain, or resign their membership in the Union, as they see fit. However, since the Union is the exclusive representative of all bargaining unit employees, and each employee benefits equally from such representation without regard to Union membership, each employee shall assume his or her fair share of the expense of such representation. Accordingly, all unit employees who elect not to join the Union or who resign from the Union or for any other reason do not maintain union membership shall, as a condition of continued employment, pay to the Union a monthly fair share fee.

4.2 Notwithstanding Section 4.1 herein, employees hired by Employer for short-term positions of one year or less shall not be subject to payment of a fair share fee.

4.3 Dues and Fair Share Fee Checkoff. Upon receipt by the Employer of a fully completed, signed, voluntary written assignment by an Employee in the form of either Exhibit A, B or C attached hereto, Employer will deduct from each paycheck of such Employee during the effective period of such assignment 1/24 of the annual union dues, fair share fee, or PEOPLE (Public Employees Organized to Promote Legislative Equality) as the case may be, and the Employer will promptly remit any and all amounts so deducted to the Union.

Dues, fair share and PEOPLE fees will be authorized, levied and certified by the Union in accordance with then Constitution and Bylaws of the local union and pursuant to applicable law regarding fair share fees. Each Employee in the Union hereby authorizes the Employer to rely upon and to honor certifications by the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and fair share fees.

4.4 Hold Harmless. The Union agrees to indemnify, defend and save the Employer, each individual board member of the Employer, and all Employees and agents, harmless against any and all claims, demands, costs (including attorneys' fees), suits or other forms of liability and all costs or administrative agency costs that may arise out of or by reason of, action taken by the Employer for the purpose of complying with this article.

4.5 Disputes Concerning Checkoff System. Any dispute between the Employer and Union which may arise as to whether an employee properly executed or properly revoked an assignment shall be reviewed with the Employee with a representative of the Union and a representative of the Employer. Should this review not dispose of the matter, the dispute shall be referred to the grievance procedure herein.

ARTICLE 5

STRIKES AND LOCKOUTS

5.1 It is agreed that during the term of this Agreement, there will be no strikes, stoppage of work, or slowdowns of any kind by the employees, or lockouts by the Employer.

5.2 As a further extension and definition of the "No Strike" clause, to the extent permitted by law, during the term of this Agreement the Union waives the employees' right to refuse to cross legal picket lines at the Employees facilities, whether of the Union, any other union, or an affiliated picket, except during any period when an employee reasonably anticipates that bodily harm may result to such employee.

5.3 Participation in any of the activities prohibited by Article 5 of this Agreement by any employee or group of employees shall be just cause for discharge or other disciplinary action, at the sole discretion of the Employer.

ARTICLE 6

CLASSIFICATION OF UNIT MEMBER EMPLOYEES

6.1 Full-Time Employees. The category of full-time employees shall include persons hired by the Employer for a position wherein the employer expects that the employee will be regularly scheduled to work a minimum of thirty (30) hours per week in a continuing position, who have completed the required probation period and whose job requirements do not include participation in supervisory duties.

6.2 Part-Time Employees. Part-time employees are employees regularly scheduled to work less than thirty (30) hours per week who are not casual employees, who have completed the required probation period and whose job requirements do not include participation in supervisory duties. Casual employees are those scheduled for sixteen (16) hours or less per week. There shall be no more than ten (10) casual employees employed at any time. The mere fact that a part-time employee may on occasion be scheduled for more than thirty (30) hours per week shall not result in that person being reclassified as a full-time employee.

ARTICLE 7

SENIORITY

7.1 Seniority shall be based upon hours of service with the Employer from the first date of employment. Seniority shall be considered broken if an employee: (1) is duly discharged by the Employer; (2) voluntarily quits; (3) has been laid off continually for a period of twelve (12) months; or (4) is called back to work after a layoff by registered mail to her last known address and does not report for work within the time periods set forth in Article 8, Section 8.8. Employees taking a job for the Employer out of the bargaining unit shall retain seniority accrued while in the unit, but shall not accrue seniority while out of the unit.

7.2 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. Newly created positions and vacancies in current classification positions shall be posted at the work site for a minimum of 7 days. All interested, qualified employees shall be interviewed. 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. The provisions of this section apply to unit positions only.

7.3 The Employer will provide a seniority list annually or if requested which includes all bargaining unit employees and their dates of hire.

ARTICLE 8

EMPLOYEE STATUS

8.1 New Employees will be employed for a probationary period for the first one hundred fifty (150) calendar days and shall not accumulate seniority for this period. New probationary employees shall receive a mid-point performance evaluation. However, if said employee is retained following her probationary period (or after an extension thereof as provide in 8.3 below), her seniority shall revert to the last date of hire and be computed on an hourly basis as set forth in Article 7, Section 7.1. Employees discharged during the trial period (or an extension thereof as provided in 8.3 below) shall not have recourse through any provisions of this Agreement.

8.2 Employees transferring to a new program shall serve a probationary period of one hundred fifty (150) calendar days which shall not affect their seniority.

8.3 The Employer may extend the probationary period one time for any probationary employee for an additional period not to exceed one hundred fifty (150) calendar days. In order to exercise this provision, however, the Employer must notify the probationary employee in writing, with a copy to the Union, no later than fifteen (15) calendar days prior to the expiration of the original probationary period. Such notification shall state the reasons for the extension, the problem areas involved, and the corrective action required.

8.4 During the probationary period or extension thereof, if the employee's performance does not meet satisfactory standards, in the exclusive judgment of the Employer, then the Employer may dismiss the employee if newly employed, or in the case of an employee serving a probationary period in another program due to transfer or promotion to a bargaining unit position, the Employer may transfer or demote the probationary employee to the employee's original position. The Employer's decision is final and shall not be deemed a breach of this Agreement nor be subject to the grievance or arbitration procedure of this Agreement.

8.5 Should an employee accept a position not covered by this Agreement, such as a managerial or supervisory position, she shall not be entitled to any rights under this Agreement, including, but not limited to, a right to return to her original position.

8.6 Layoffs. The Employer will determine the need for and the timing of any layoffs, the number of employees to be laid off, and the programs and job classifications affected. The Employer retains the right to lay off full-time employees, part-time employees, or positions within both classifications. Existing programs include: (1) shelter women's program; (2) shelter children's program; (3) intervention program; (4) administration program; (5) education program; (6) volunteer program; (7) self-sufficiency program; and (8) youth program. The Employer reserves the right to create new programs or delete existing programs. The Employer shall be restricted in its right to lay off only within the program selected by the Employer for the layoff and then only within the classification selected by the Employer for layoff. In such a case, the Employer will layoff employees in the inverse order of seniority, provided the senior employee has the

qualifications for the position which remains. For example, the Employer shall have the right to determine that a layoff will be made in the intervention program rather than some other program and shall have the right to determine that the layoff shall be made of a full-time employee rather than a part-time employee. In that case, the Employer would layoff the least senior full-time employee in the intervention program provided that the more senior full-time employee has the qualifications for the position which remains.

8.7 Bumping Rights. In the event the Employer decides to layoff a full-time employee in a certain program and there is a part-time employee working in that program having less seniority than the full-time employee to be laid off, then the full-time employee shall have the opportunity to take the part-time position.

8.8 Recall. If the Employer determines to fill a vacancy in a program from which employees are laid off, employees who are laid off will be recalled in the reverse order of layoff provided the employee is qualified for the available position in the program. The employee shall be obligated to keep the Employer advised, by written notice to the department head, of the employee's current mailing address. The Employer will forward notice of recall by certified mail to the last known address of the employee reflected on Employer records. The employee must, within three (3) calendar days of delivery, or in the event the Post Office is unsuccessful in delivering the notice, within three (3) calendar days of the Post Office's last attempted delivery, notify the Employer his/her intent to return to work on the date specified for recall and, thereafter, return to work within seven (7) days of giving such notice. An employee who fails to notify the Employer of intent to return to work or fails to report for work in timely fashion, as required by this paragraph, shall be deemed to have waived the right to be recalled to employment and shall lose all right to be recalled in the future. Employees in layoff status shall retain recall rights for a period of one (1) year following the date of layoff.

ARTICLE 9

WAGES, WORK SCHEDULES OVERTIME

9.1 Wages. Employees shall be paid the hourly wages set forth in Appendix A, attached to this agreement. The pay period shall run from 12:00:01 AM Sunday through 11:59:59 PM Saturday. Pay checks shall be issued within five (5) days after the end of the pay period, provided the employee timely submits her timesheet by the deadline for submission. Employer will establish a central location for timesheets, post the deadline for submission of timesheets at a location in the facility and enclose a memorandum stating the deadline with the employee's paycheck.

9.2 Maximum Consecutive Hours. Employees shall not be required to work more than sixteen (16) consecutive hours, to be followed by a minimum of eight (8) hours off before being required to return to work.

9.3 Call Back. An employee who is called back to duty by the Employer, not merely by another staff member, during the employee's scheduled off duty time shall receive a minimum of one (1) hour pay at the straight time rate of pay. This shall not apply if the call back is caused by the employee's negligence. In the event the employee works for more than one hour as a result of the call back, the employee shall be paid only for time actually worked and shall not receive an extra hour's pay.

9.4 Mandatory Training. Mandatory meetings, training, and seminars shall be considered work hours and overtime shall be paid, if appropriate. If an employee is not scheduled to work at the time such mandatory meetings, training, or seminar occurs, she/he shall be paid for any hours in attendance as additional work hours. Employees shall not be required to adjust their schedules to avoid additional work hours or overtime, but have the option to do so with Employer approval.

ARTICLE 10

EMPLOYEE BENEFITS

10.1 Automobile Liability Protection. The Employer maintains non-owned automobile liability protection. All employees whose duties include transportation of clients and/or job-related use of a car must have the amount of auto insurance required by the Employer's insurer and must provide a certificate of insurance upon request. A copy of this certificate must be provided to the executive director before such an employee's employment. Employees required by Employer to use their personal vehicle for work, who use their personal vehicle for work during work time six (6) times or more in a fiscal year, and who maintain auto insurance at levels set by Employer shall be paid \$150 per year.

10.2 Health.

- (a) Pursuant to Section 10.5 herein and without waiving any future rights as contained in that section, Employer will make available to its employees group health insurance coverage for employees and their dependents, but not for an employee's spouse or partner, pursuant to "BCBS."
- (b) Employer agrees to pay 85% of the cost of single health group coverage for full time employees and 80% of the cost of dependent coverage (excluding spouse or partner) for full time employees. The practice of internal pooling of premiums shall continue and Employer's contributions for each eligible employee will be based on the post pooling amount.
- (c) If a full-time employee elects coverage and pays her share of the premium, this coverage will become effective thirty (30) days from her first day of employment.
- (d) At time of hire, Employer will provide the new employee with information about the EAP program offered through its group health plan.

10.3 Dental.

- (a) The Employer agrees to pay 100% of the cost of single dental coverage for all full-time employees and 50% of the cost of family coverage for full-time employees.
- (b) If a full-time employee elects coverage and pays her share of the premium, if any, this coverage will become effective on the first of the month following thirty (30) days from her first day of employment.

10.4 Disability and Life. The Employer agrees to provide, at its own cost, life and disability insurance to full-time employees.

10.4(a) Annuity Plan.

- (a) Employer currently maintains the Safe Haven Shelter for Battered Women 403(b) tax sheltered annuity plan, the terms of which shall control as aspects of the plan. In addition to acknowledging that all terms of the plan control, employer and union specifically acknowledge that pursuant to the plan, employer is not obligated to make any contributions to the plan on behalf of plan participants and that employer is empowered to, in its sole discretion, amend the plan as provided for in the plan.

10.5 Employer's Rights to Determine Coverage. Employer retains sole right and discretion to select and change the insurer(s) providing insurance benefits and to select and change policies and terms of policies for all types of insurance.

10.6 Claims Against the Employer. The parties agree that any description of insurance benefits contained in this Article are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

10.7 Flex Benefits. The Employer subscribes to a "cafeteria" benefit plan which allows a non-taxed employee payroll deduction to be used to reimburse the employee for child care or out-of-pocket medical expenses. Eligible employees who want to enroll in the flex-benefit plan must wait to do so until the January first following completion of their probationary period. Following employment, all benefits paid out in advance must be repaid in the event of termination of employment.

10.8 Lunch Breaks. All employees receive a half-hour paid lunch break if they work a minimum of five and one-half (5.5) hours during a shift. At the Employer's discretion, employees may be allowed to take an occasional additional one-half hour at lunch unpaid with the prior approval of their supervisor. Lunch breaks will be uninterrupted whenever possible. Lunch breaks should be taken away from the employee's work space to avoid interruptions. At least one staff person trained in the program must be available to answer crisis calls. In the event Employer schedules

meetings during an employee's lunch break, then the employee may take her lunch break later, except that the employee may not take the lunch break at the end of her shift in order to leave early. The Employer will designate one of two conference rooms to be available between 11:00 a.m. and 1:00 p.m. Monday through Friday specifically for the purpose of lunch breaks and, if not available, then an employee may go elsewhere to have time away from residents.

10.9 Year-End Bonus. Employers will pay full time and part time employees a year end bonus of fifty dollars (\$50.00).

ARTICLE 11

REIMBURSEMENT OF EXPENSES

11.1 Transportation. Mileage, at the I.R.S. rate per mile, is paid to full and part-time employees for the following work-related purposes: clients' legal, welfare, medical appointments, police escorts, bringing women to the shelter, grocery and household shopping, recreation with women and children, education groups, other work-related business. Mileage is not reimbursed for travel to and from work (even if there is an intervening business stop), staff or board meetings. Mileage sheets must be filled out stating date, place, purpose and total miles for each trip. Odometer readings for long-distance trips should be recorded on these sheets. For mileage to be reimbursable, mileage sheets must be turned into an employee's supervisor within five (5) business days of the end of the month in which the mileage was incurred.

11.2 Parking. Reimbursement to full and part-time employees is on an actual expense basis. Charges should be necessary and reasonable, and consistent with the facilities available. When receipts or other evidence of payment, such as parking stubs, are issued, such evidence should be submitted with the expense account. Parking tickets will not be reimbursed, except that Employer will reimburse court advocates for up to 7 tickets annually at the minimum ticket rate if the court advocate provides Employer with a justifiable explanation for her receipt of the ticket..

11.3 Meals. Reimbursement to full and part-time employees is as follows:

- (a) During a work-related trip (conference, workshop, etc.), meals will be reimbursed at the following rate: breakfast - \$9, lunch - \$11, dinner - \$16 or the price charged at the workshop. Traveling to and from the workshop will be reimbursed for breakfast if it is necessary to be on the road before 6:30 a.m., and for dinner if it is necessary to be on the road after 7:00 p.m. Alcohol expenses are not reimbursed.
- (b) Reimbursement may be claimed for the amount actually paid for a meal or for the standard reimbursement, whichever is less. Receipts must be furnished to obtain reimbursement.

11.4 Lodging. Reimbursement to full and part-time employees is as follows: When overnight accommodations are required while traveling on Employer business, the least expensive accommodations should be requested whenever possible. Receipts must be furnished to obtain reimbursement.

11.5 Pre-Approval Required. Attendance of conferences, workshops, etc., must be pre-approved by the Employer. Absent pre-approval, Employer shall not be obligated to reimburse employees for related expenses, including meals, travel and lodging.

ARTICLE 12

LEAVES OF ABSENCE

12.1 Sick Leave.

(a) Sick leave shall be charged only for such days as a full or part-time employee would otherwise have been at work. It may be used in the following cases:

- (1) When a full or part-time employee is incapacitated for the performance of official duties by illness, injury, mental health, pregnancy, or childbirth.
- (2) When a full or part-time employee has a medical, dental, mental health, or optical appointment for examination or treatments, if the appointment cannot be scheduled on days off. Every attempt shall be made by the employee to schedule appointments during non-work hours.
- (3) When a member of the full or part-time employee's immediate family is ill and requires the care and attendance of the employee, or when a member of the employee's immediate family has a medical, dental or optical appointment for treatment of an injury or illness or in the event of a death in the immediate family of the employee. Immediate family includes spouse or same-sex domestic partner, parents, stepparents, grandparents, great-grandparents, children, stepchildren, grandchildren, brothers and sisters. The executive director may determine that relatives other than those identified are, in fact, members of, the immediate family.
- (4) When, through exposure to contagious disease, the presence of the full or part-time employee at her/his job would jeopardize the health of others.

(b) Sick leave shall be earned at the rate of .04615 hours for each hour paid (based on hours up to but not exceeding 40 hours paid per week) and accrued biweekly. Thus, for example, an employee paid for 42 hours one week and 45 hours the next week would earn sick leave on 80 total hours for that two-week period (40 each week) at the rate of .04615 per paid hour for a biweekly accrual of 3.692 hours of sick leave (80 x .04615).

- (c) Full and part-time employees may accumulate up to 240 hours of unused sick time.
- (d) Sick leave may not be taken before it is earned.
- (e) After five (5) working days of sick leave, a statement from the employee's physician is needed for the use of additional sick leave.
- (f) Accrual of sick leave for employees begins on the date of employment, but may not be taken until after the first six (6) months of employment.
- (g) Sick leave may not be used as vacation time and will not be reimbursed when employment is terminated.
- (h) If an employee becomes eligible for workers' compensation and still has accumulated sick leave, then the employee may receive the difference between the workers' compensation payment and the regular wage, with the time compensated charged against accrued sick leave. The charge against sick leave will be computed on a pro-rated basis.
- (i) Sick time pay is not available to an employee who becomes ill during a scheduled vacation except that an employee who becomes ill and is hospitalized during a scheduled vacation may use sick leave pay instead of vacation pay for the period that they are hospitalized, with notification and verification to the Employer.
- (j) Employees who exhaust their earned sick leave and, for medical reasons, continue to need time off work shall have any accrued vacation automatically applied to missed work days.

12.2 Jury Duty. Full and part-time employees shall be entitled to ten (10) days time off with pay to serve on jury duty. If full-time attendance is not required while on duty, the employee is expected to work. The Employer will pay the difference between the juror's fee and the employee's regular salary. Employer will pay only for such days as an employee would otherwise have been at work.

12.3 Full-Time Employee Parental Leave.

- (a) Full-time employees may take up to one year of unpaid parental leave for the birth or adoption of a child after they have worked for the Employer for over a year. The portion of the health and dental insurance premiums normally paid by the Employer will be paid for full-time employees for the first six (6) months of the leave with the understanding that the full-time employee will be returning to work at its conclusion. The full-time employee must sign a contract stating that she will repay all premiums paid for her during her leave if she does not return to work for at least twelve (12) months when her leave is over.

- (b) The full-time employee must give at least one month's notice prior to the start of the leave. Any changes in the leave agreement after notice has been given must be negotiated with the Employer.
- (c) Accrued sick and vacation time may be used toward parental leave.
- (d) Parental Leave. Full-time and part-time employees who are eligible under Article 12.4 shall receive two weeks of paid leave for the birth or adoption of a child. The two weeks of paid leave shall reduce the available unpaid leave allowed under 12.3(a). The two weeks of paid leave shall be pro-rated for part-time employees.
- (e) The parental leave granted herein incorporates and supplements the parental leave as mandated in the Minnesota Parental Leave Act.

12.4 Certain Part-Time Employees Parental Leave.

- (a) Part-time employees having 12 months or more of service with the Employer and working an average of 20 hours or more per week may take up to six weeks of unpaid leave for the birth or adoption of a child.
- (b) The employee must give at least one month's notice prior to the start of the leave. Any changes in the leave agreement after notice has been given must be negotiated with the Employer.
- (c) The parental leave granted herein shall be in conformance with the Minnesota Parental Leave Act.

12.5 Emergency Leave. Unpaid emergency leave of up to two (2) months, taken for such reasons as medical necessity, chemical dependency treatment, death in the family, and mental health is available to full and part-time employees. An employee taking such leave shall give prior notice. If an emergency situation prevents an employee from providing prior notice, then the employee shall within 24 hours provide such notice. An employee taking emergency leave shall inform Employer of her return date or, if undeterminable, shall contact Employer weekly with a status report and provide Employer with an address where she can be contacted. The portion of health and dental insurance premiums normally paid by the Employer may, at Employer's sole discretion, be paid for up to two (2) months. Accrued sick and vacation time may be used toward emergency leave.

12.6 Non-emergency Leave (available to full-time employees only).

- (a) Requests for unpaid non-emergency leave must be made in writing to the Employer at least one month in advance. Such leave shall be granted or denied at Employer's sole discretion. Such leaves are available only to the employees listed above who have worked for the Employer for over one year and are granted with the understanding that the employee will be returning to work. A written agreement

should be drawn up between the employee and the Employer, stating the length and terms of the leave.

- (b) Health and dental insurance benefits may be continued at the employee's sole expense.
- (c) Employees may use accrued vacation time, but not sick time, toward non-emergency leave.

ARTICLE 13

VACATION

13.1 Vacation for Full-Time Employees.

- (a) Paid vacation time is earned by full-time employees based on hours paid (based on hours paid per week up to but not exceeding 40) according to the chart below and is accrued biweekly.

Tenure	Vacation Hours Accrued Per Hour Paid (Based On Hours Paid Per Week Not to Exceed 40)
0 through 2 years	<u>.03846</u>
3 through 4 years	<u>.05769</u>
5+ years	<u>.07692</u>

- (b) Vacation accrued during the first six (6) months of employment may not be taken until after this time.
- (c) Full-time employees may carry earned vacation time into the next fiscal year, but may not accrue more than a total of 240 hours of vacation at any one time. Any vacation time in excess of 240 hours shall be forfeited.
- (d) Vacation requests for two (2) weeks or more must be cleared by the program supervisor and approved by the Employer at least one month in advance.
- (e) Requests for vacation time in the shelter program must be submitted to the program supervisor by the 5th of the month prior to the month in which the vacation is to be taken and for other programs must be submitted to the program supervisor fourteen (14) days in advance. Requests will be considered in the order that they are received. No more than one-third (1/3) of the staff in the same program may be gone at the same time (with the exception of a two-day overlap) without the program supervisor's approval. Programs with two (2) or fewer staff must schedule vacations in a manner which ensures consistency in the program. Staff must consider the

workload of the Employer when planning vacations. Once a vacation request is approved, the Employer shall not thereafter withdraw approval.

- (f) Upon voluntary termination of employment by a full-time employee, earned vacation may be used as part of the two week notice period at the discretion of the Employer. Otherwise it will be paid to the employee.

13.2 Unpaid Vacation for Part-Time Employees.

- (a) Part-time employees may take up to 4 weeks of unpaid vacation (subject to subsection below) annually. Requests for unpaid vacation time must be submitted to the program supervisor fourteen (14) days in advance. Requests will be considered in the order that they are received. No more than one-third (1/3) of the staff in the same program may be gone at the same time (with the exception of a two-day overlap) without the program supervisor's approval. Programs with two (2) or fewer staff must schedule vacations in a manner which ensures consistency in the program. Staff must consider the workload of the employer when planning vacations.
- (b) Part-time employees shall receive one week of their four weeks of available vacation to be paid on a prorated basis. (If an employee works two days a week, they shall be paid for two days of vacation.) The scheduling of paid vacation is subject to the same requirements as set forth in Section 13.2(a).

ARTICLE 14

HOLIDAYS

14.1 Day Full-Time Employees.

- (a) If not scheduled to staff the shelter, the following days (9:00 a.m.-5:00 p.m.) are holidays with pay (pro-rated based on the number of hours worked per week):

New Year's Day—January 1
Martin Luther King's Birthday—date officially celebrated
Memorial Day—last Monday in May
Independence Day—July 4
Labor Day—first Monday in September
Thanksgiving Day—fourth Thursday in November
Christmas Day—December 25
Birthday/Floating Day

If a holiday falls on a Saturday, the previous Friday will be considered the holiday. If it falls on a Sunday, the following Monday will be considered the holiday.

- (b) Day full-time employees may choose to substitute another cultural or religious holiday for the holidays listed above. Those choosing a substitute holiday must

notify the program supervisor and the financial coordinator one month in advance of the alternative holiday.

- (c) Day full-time employees who are required to work any of the above daytime holiday shifts to staff the shelter will be paid straight time for hours worked plus holiday pay.
- (d) Any day employees who are required to work Easter to staff the shelter will receive double time for the hours worked.

14.2 Night Full-Time Employees.

- (a) If not scheduled to staff the shelter, the following nights are holidays with pay. The pay for these holidays is for a 12-hour shift.

New Year's Eve
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Eve
Birthday/Floating Day

- (b) Night full-time employees may choose to substitute another cultural or religious holiday for the holidays listed above. Those choosing a substitute holiday must notify the program supervisor and the business manager one month in advance of the alternative holiday.
- (c) Night full-time employees who are required to work any of the above nighttime holiday shifts to staff the shelter will receive double time for the hours worked. They shall not receive any holiday pay in addition to double time for hours worked, nor shall they receive another day off with pay.

14.3 Day full-time employee is defined as a full-time employee working day and evening hours. Night full-time employee is defined as a full-time employee working overnight hours.

14.4 Part-Time Employees.

- (a) A part-time employee scheduled to staff the shelter on any of the following holidays as defined below will receive double-time pay for hours worked:

New Year's Eve-4 p.m.-8 a.m.
New Year's Day-8 a.m.-9 p.m.
Martin Luther King's Birthday-8 a.m.-9 p.m.

Easter-8 a.m.-9 p.m.
Memorial Day-8 a.m.-9 p.m.
Independence Day-8 a.m.-9 p.m.
Labor Day-8 a.m.-9 p.m.
Thanksgiving Day-8 a.m.-9 p.m.
Christmas Eve-4 p.m.-8 a.m.
Christmas Day-8 a.m.-9 p.m.

14.5 Holiday hours to be worked will be posted for employee sign up. All employees shall sign up for their proportionate share of holiday shifts during each year or be unilaterally scheduled by Employer through the process of placing names of those employees who did not sign up for their proportionate share in a hat and as names are drawn scheduling them in open holiday shifts. Failure to work a scheduled holiday shift shall result in discipline,

ARTICLE 15

DISCIPLINE AND DISCHARGE

15.1 During the probationary period for new employees, an employee may be disciplined or discharged for any reason without regard to whether "good cause" exists. During the probationary period an employee shall not have recourse to the grievance and arbitration procedure described in Article 16.

15.2 No employee, after completing her probationary period, shall be discharged or otherwise disciplined without just cause.

15.3 Discipline will be in one or more of the following forms:

Oral Reprimand	Written Reprimand
Suspension	Demotion
Discharge	

The appropriate level of discipline will be determined by the Employer based on the facts of each case. The Employer 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.

15.4 Suspensions, demotions, and discharges will be in written form.

15.5 Written reprimands, notices of suspension, and notices of discharge which are to become a part of an employees personnel file shall be read and acknowledged by signature of the employee. Employees shall receive a copy of such reprimands and/or notices.

15.6 Employees may examine their own personnel files at reasonable times under the direct supervision of the Employer.

15.7 Records of oral reprimands and written reprimands shall be removed from the employee's personnel file after three (3) years if no further disciplinary actions have been taken during that time period.

ARTICLE 16

GRIEVANCE AND ARBITRATION PROCEDURE

16.1 The filing or pendency of any grievance the filing grievance shall in no way operate to impede, delay, or interfere with the right of the Employer to take the action complained of subject, however, to the final resolution of the grievance.

Failure to appeal a grievance to the next level within the time periods hereafter provided shall constitute a waiver of the grievance.

Failure by the Employer or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level within the time periods applicable to such an appeal using the date the Employer's decision was due as the decision date.

16.2 Grievance Procedure for Employees: Should differences arise concerning the Employer, the Union and/or any employee as to the meaning and application of this Agreement, the following procedure shall be followed by an employee and the Union.

Step 1: The employee shall take up the matter with her supervisor on an informal basis in order to settle the matter promptly. An aggrieved employee may have the Union steward present at any meetings to assist her with Step 1, if she so desires.

Step 2: If the grievance is not satisfactorily settled in Step 1, the aggrieved employee or the Union shall, within fourteen (14) calendar days from the date on which the incident which gave rise to the grievance occurred, file a written grievance with the executive director; provided, however, the fourteen (14) calendar days required and the written grievance requirement may be waived by mutual written agreement. Failure to file such written grievance within fourteen (14) calendar days shall result in such grievance being presumed to be without merit and it shall be barred from further consideration.

The Union steward and the grievant will be allowed to attend the grievance meeting on Employer time.

The written grievance shall set forth the facts giving rise to the grievance, including the date and persons involved, and designate the provisions of the Agreement which allegedly have been violated.

Step 3: The representative(s) of the Employer will confer with the Union steward and Union business representative within fourteen (14) calendar days after receipt of such written grievance in an effort to settle the grievance, unless the time limit is extended by mutual written agreement of the parties. If not settled at this conference, the Employer shall issue a decision in writing on any such written grievance within seven (7) days from the time such grievance meeting is adjourned.

16.3 Employer Union Grievances: Any grievance the Employer or the Union may have raised within the time limits set forth in Step 2 shall be reduced to writing and submitted to the other party's designated representative who will arrange a meeting according to the provisions set out in Step 3 above. If the matter is not satisfactorily settled at this step, the grievance may be processed through the arbitration procedure hereafter.

16.3(a) Mediation. The parties may mutually agree to defer a grievance matter to mediation with a mediator from the Federal Mediation and Conciliation Service prior to submission to arbitration.

16.4 Arbitration Procedure: If the grievance cannot be satisfactorily settled by the above steps of the grievance procedure, either of the parties may request arbitration by giving the other party written notice of its desire to arbitrate within fourteen (14) calendar days after the Employer or the Union has made its final written answer as provided in Step 3 (unless the Employer and the Union mutually agree in writing to extend the time limit), in which even the grievance shall be arbitrated according to the following procedure:

The party desiring to arbitrate shall within five (5) days of giving notice of its desire to arbitrate request the Bureau of Mediation Services (with a copy of such request to the opposite party) to furnish the parties with a panel of five (5) names of impartial arbitrators. From this panel, a representative of the arbitrator shall be selected by each party striking in turn one strike at a time, two (2) names from the list of five (5) persons, the complaining party having the first strike. The person remaining on the list after each party has exercised his/her strikes shall become the arbitrator. The parties may select an arbitrator by other means, if such other method of selection is confirmed by a written stipulation. The parties shall select an arbitrator within ten (10) days of receipt from the BMS of the panel of arbitrators.

The hearing shall be held within sixty (60) days of the selection of the arbitrator provided the arbitrator provides available hearing dates within that timeframe.

No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

The expenses of the arbitrator shall be borne equally by the Union and the Employer, each party bearing its own preparation and presentation expenses. Each party will be responsible for the expenses of the witnesses that party calls for in the arbitration herein.

16.5 Final and-Binding: Any decision reached at any stage of this grievance procedure shall be final and binding upon the Employer, proceedings or by the arbitration Union and employee involved. The Employer, the Union and the aggrieved employee shall comply in all respects with the result of such decision reached. The parties agree that such decision shall be enforceable in a court of law to the extent the arbitrator did not exceed his or her powers.

16.6 Arbitrator Limitations: The arbitrator shall not have the power to add to, ignore, or modify any of the terms, conditions, or sections of this Agreement. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment contained in this Agreement. His or her decision shall not go beyond what is necessary for the interpretation and application of the Agreement in the case of the specific grievance at issue. The Arbitrator shall not substitute his or her judgment for that of the parties in the exercise of rights granted or retained in this Agreement. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement and the facts of the grievance presented.

16.7 Award of Arbitrator: Where an employee has been discharged in violation of the Agreement, the arbitrator may order the employee reinstated, with or without back pay for loss of income resulting from such discharge. An award of the arbitrator shall not in any case be made retroactive to a date prior to the date on which the subject of the grievance occurred, and in no event more than thirty (30) calendar days prior to the filing of the grievance. The arbitrator's written decision shall be issued within sixty (60) days of the hearing, unless otherwise mutually agreed in writing.

16.8 Contract Remedy: When an employee has any complaint, grievance, or difference regarding the application of the terms and conditions of this Agreement, it is agreed that the grievant will use the grievance arbitration procedure set forth above before attempting to take the matter elsewhere.

ARTICLE 17

NO DISCRIMINATION

17.1 Employer and Union agree not to discriminate in the application of this agreement against any employee because of race, color, religion, gender, age, national origin, sexual preference or handicap as prohibited by applicable federal and state legislation.

ARTICLE 18

SCOPE OF AGREEMENT

18.1 Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing October 1, 2017 through September 30, 2019. Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for a new agreement for a succeeding period.

18.2 Effect: This Agreement constitutes the full and complete agreement between the Employer and the Union. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, Employer policies, rules or regulations concerning terms and conditions of employment.

18.3 Waiver, Amendments: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, and any subject or matter not specifically referred to or covered by this Agreement, regardless of whether the subject or matter may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except that, upon the Employer's request, the parties shall have an obligation to meet and negotiate on issues related to compliance with the Americans with Disabilities Act.

18.4 Severability. The provisions of this Agreement shall be severable, and If any provision thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

SAFE HAVEN
SHELTER FOR
BATTERED WOMEN

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
UNION, COUNCIL 5, LOCAL 3558

By Susan Utech
Its Executive Director
Dated: 12-20, 2017.

By Marhelle Fremming
Its President
Dated: 12-12, 2017

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
UNION, COUNCIL 5, LOCAL 3558

By M. Math
Its Field Representative
Dated: 12/7, 2017.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
UNION, COUNCIL 5, LOCAL 3558

By [Signature]
Its Northern Field Director
Dated: December 3rd, 2017.

APPENDIX A

Wages

	<u>10/1/17 to 9/30/18</u>	<u>10/1/18 to 9/30/19</u>
1. Full and part-time employees having up to one year of service.	\$16.38	\$16.71
2. Full and part-time employees having from one up to two years of service.	\$16.89	\$17.23
3. Full and part-time employees having from two up to three years of service.	\$17.45	\$17.80
4. Full and part-time employees having from three up to five years of service.	\$17.94	\$18.30
5. Full and part-time employees having from five up to ten years of service.	\$18.77	\$19.15
6. Full and part-time employees having ten and more years of service.	\$19.32	\$19.71
7. Full and part-time employees having fifteen and more years of service	\$19.50	\$19.89

Years of service, to June 20, 1993, shall be determined on a calendar basis from an employees date of hire to June 20, 1993, except for employees Margo Colomb and Angela Wynn, years of service to June 20, 1993, shall be determined based upon the number of hours each of those employees have previously worked for employer, with 1,664 constituting one year of service. Subsequent to June 20, 1993, years of service for all employees shall accrue and be calculated on an hourly basis with 1,664 hours constituting one year of service. However, in no event shall an employee accrue more than one year of service per calendar year. Any hours worked by any employee in excess of 1,664 hours per calendar year shall not be credited to that employee for the purpose of determining years of service and shall have no present or future effect on the determination of that employee's years of service. It is agreed by Employer and Union that, as of July 1, 2001, Margo Colomb and Angela Wynn had attained ten years of service.

Exhibit A

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
PLEASE PRINT LAST NAME FIRST NAME MIDDLE NAME

To _____
NAME OF EMPLOYER DEPARTMENT

Effective _____ (Date) I hereby request and authorize you to deduct from my earnings each _____ (Payroll Period) an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local Union No. _____. The amount shall be certified by Local Union No. _____ and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. Council No. _____ AFSCME. This authorization shall remain in effect unless terminated by me by written notice to the employer during the 30 day period prior to June 20th of any year or until my termination of employment.

Social Security Number

Street Address

Employee's Signature

City, State, Zip Code

Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues payable to AFSCNE, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

Exhibit B

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
PLEASE PRINT LAST NAME FIRST NAME MIDDLE NAME

To _____
NAME OF EMPLOYER DEPARTMENT

Effective _____ (Date) I hereby request and authorize you to deduct from my earnings each _____ (Payroll Period) an amount sufficient to provide for the regular payment of the current rate of monthly fair share fees established by AFSCME Local Union No. _____. The amount shall be certified by Local Union No. _____ and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. _____, Council No. _____ AFSCME. This authorization shall remain in effect unless terminated by me by written notice to the employer during the 30 day period prior to June 20th of any year or until my termination of employment.

Social Security Number

Street Address

Employee's Signature

City, State, Zip Code

Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues payable to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.