

COLLECTIVE BARGAINING AGREEMENT

ENVIRONMENTAL SERVICES EMPLOYEES

Between

Benedictine Sisters Benevolent Association,
A Minnesota corporation and

American Federation of State, County, and Municipal Employees,
Minnesota Arrowhead District Council 5

July 1, 2018

to

June 30, 2021

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Preamble

This Agreement is made and entered into this 1st day of July, 2018 by and between BENEDICTINE SISTERS BENEVOLENT ASSOCIATION, a Minnesota corporation, of Duluth, Minnesota, hereinafter referred to as the "Employer" and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, MINNESOTA ARROWHEAD DISTRICT COUNCIL 5, of Duluth, Minnesota, representing Employees in those classifications covered by this Agreement, hereinafter referred to as the "Union." The parties agree to the following provisions covering wages, hours, and working conditions during the period of this Agreement.

This Agreement shall supersede and replace all previous agreements between the Employer, the Employees, and the Union. Neither party shall be bound by, and neither party shall be able to invoke, any actual or alleged past practice or precedent if the past practice or precedent is based on events occurring prior to July 1, 2018.

Article I – Purpose

It is the intent and purpose of the parties hereto set forth the basic agreement between them for the term of this Agreement, covering the wages, hours and other conditions of employment to be observed and kept by the parties. It is further intended to advance friendly, respectful relation between the Employer and the Employees.

Article II – Definitions

As used in the Agreement, the following terms shall have these definitions:

"Full-time" shall mean: Regularly scheduled to work at least forty (40) hours in a calendar week.

"Part-time" shall mean: Regularly scheduled to work less than forty (40) hours in a calendar week.

"Casual" shall mean: An unscheduled employee who works occasionally, most often on call.

Article III – Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for these Employees of the Employer: All full-time and regularly scheduled part-time Environmental Services Employees employed by the Employer at its Duluth, Minnesota Monastery; excluding substitute employees who are not regularly scheduled to work; excluding supervisory employees as defined in the Minnesota Labor Relations Act; and excluding all other employees.

The Employer may employ in bargaining unit positions zero, one, two, three or four, but no more than four at any time, Sisters of the Order of St. Benedict, all in the sole discretion of the Employer. If the Employer chooses to do so, said Sisters shall not be covered by any collective bargaining agreement and shall not be required to become or remain members of the Union. When used in this Agreement, the words “Employee” and “Employees” shall mean only those persons covered by this recognition clause.

Section 2. The Employer or its representatives shall not enter into any agreements or bargain collectively or individually in the absence of the Union.

Section 3. Supervisory personnel shall not perform bargaining unit work except in cases of: Emergencies, including absenteeism, if replacement Employees, including other Employees working reasonable amounts of overtime, cannot be obtained; training or instruction; testing of equipment; starting of new equipment; and unusual or complex jobs for which the Employees lack the appropriate skills.

Article IV – Union Security

Section 1. All Employees of the bargaining unit shall be members of the exclusive representation organization.

Section 2. Payroll deductions shall be made bi-weekly from the salary of Employees, upon presentation by the Union of authorized certification, from the Council 5 office, and said Union dues shall be remitted to the Union office within fifteen (15) days.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken at the written request of the Union pursuant to Sections 1 or 2 of this Article.

Section 4. Upon written request of the Employees, arrangement shall be made to permit leaves without pay from duty, not to exceed one (1) week duration, but limited to two (2) Employees, but not more than one (1) Employee from the department, at any one (1) time, for representation of the Union at International, State, or District. The Union shall give at least two (2) weeks written notice of the leaves.

Section 5. Union representatives shall have access to the premises to meet and confer with the Employees, but the Union agrees that its representatives shall not interfere with the normal operation of the Employer’s facilities at any time. The Union representative shall call ahead to the office of the Monastery Director of Facilities, Lisa Askelson, 723-6439.

Article V – Management Rights

Section 1. The management of operations and the direction of the working forces are vested exclusively with the Employer, except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole right to hire, discipline or discharge for just cause, layoff, promote, transfer, and assign the Employees; to determine the quantity and quality of the work to be performed; to determine the number of Employees to be employed; to determine or change starting and quitting times and number of hours worked; to promulgate and enforce rules regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge, or reduce a department, function, or division; to assign or transfer Employees to other departments; to change facilities or methods of operation; to introduce new or improve facilities or methods of operations; to enter into contracts for the furnishing and purchasing of supplies and services; and to carry out all other ordinary and customary function of management whether or not possessed or exercised by the Employer prior to the execution of the Agreement.

Section 2. Notwithstanding any other provision of this Agreement, the Employer shall have the right in its discretion to make such reasonable accommodations or light duty work for an Employee covered by this Agreement, or for any other employee, as may be advisable or necessary under federal, state or local discrimination statutes or regulations or worker's compensation laws.

Article VI – No Strike, No Lockout

During the term of this Agreement, no Employee shall engage in any strike, sit-down, sit-in, slowdown, cessation, interruption, or stoppage of work, picketing, or boycott. During the term of this Agreement, the Union, its officers, agents, representatives, and member shall not in anyway, directly or indirectly, authorize, assist, encourage, participate in, ratify, condone, lend support to, sanction any strike, sit-down, sit-in, slowdown, cessations, interruption, or stoppage of work, picketing, or boycott. The Employer shall have the right to discipline or discharge any Employee who violates this Article. During the term of this Agreement the Employer shall not lock out the Employees.

Article VII – Probation

Section 1. Newly hired full-time and part-time Employees shall be considered to be on probation for the first 90 calendar days of employment. Employees shall be evaluated during their probationary period. During or at the end of the probationary period, the Employer may discharge the Employee at will. Such discharge shall not be subject to the grievance and arbitration procedure of this Agreement and shall not be considered a breach of the Agreement.

Section 2. Probationary Employees shall neither receive, accrue, nor utilize fringe benefits including, but not limited to, paid sick leave, vacation, insurances, leaves of absence, paid jury duty, paid holidays (both personal and traditional), transfer pay, pension contributions, and uniform allowances.

Upon successful completion of probation the Employee's seniority shall be back dated to the time of hire, the Employee shall be given credit towards fringe benefits for the hours worked during probation, and the Employee shall be eligible for fringe benefits subsequent to the completion of probation.

Section 3. Employees changing job positions are required to serve a probationary period of 30 calendar days for the purpose of evaluation. During this probationary period, the employee may elect to return to his/her former position. Employees shall be evaluated at the end of the probationary period. In the event an Employee does not successfully complete the probationary period the Employee shall be returned to his/her former position from which the Employee came.

Article VIII – Seniority

Section 1. Seniority for all purposes shall be determined within the bargaining unit department.

Section 2. Seniority shall be computed based upon hours, not upon work days and not upon calendar days. Both hours worked and all paid benefit hours (vacation days, holiday, sick leave, jury duty, and funeral leave) shall be included when computing seniority.

Section 3. An Employee's seniority for any purpose shall be broken and terminated by:

- a. Voluntarily quitting employment.
- b. Discharge for cause.
- c. Failing within one (1) week to report for work after layoff upon the Employer's mailing of notice by registered or certified mail with proof of delivery or notification of the Employee's failure to accept or pick up the registered or certified mail. The Employer shall send such notice to the Employee's last known address.
- d. Employment by any other employer during a leave of absence.
- e. Layoff which continues for more than nine (9) months.
- f. Failure to apply for re-employment within the statutory limitations.
- g. Failure to return on the scheduled date of return from an approved leave of absence, unless at least (48) hours prior to the return date the Employer is notified of the Employee's inability to return to work as scheduled for a legitimate reason acceptable to the Employer.
- h. Absence from work for nine (9) months due to illness or injury.

Section 4. Whenever a permanent bargaining unit position is created or becomes an available vacancy, the Employer shall post notice of the available position within ten (10) calendar days after the position is created or the position becomes vacant. The notice of the position shall be posted for seven (7) calendar days. Experience gained by an Employee while assigned by the Employer to a temporary vacancy will not be used by the Employer in evaluating qualifications for the purpose of filling a permanent vacancy. The notice shall briefly describe the job position, the anticipated hours per pay period, the qualifications, skills, physical fitness, and abilities needed to perform the functions of the job without fresh training, the method by which an Employee may apply for the vacancy, and the deadline for applications. Any Employee failing to apply for the vacancy by the deadline shall be deemed to have waived any opportunity to fill the vacancy.

Section 5. If more than one (1) Employee applies to fill a position in a bargaining unit, and if no non-Employee applications are received, the position shall be awarded to the most senior Employee possessing the necessary qualifications, skills, physical fitness, and abilities to perform the functions of the job without fresh training. The Employer shall have the discretion to establish the level of qualifications, skill, physical fitness, and ability needed for the job. The Employer reserves the right to fill a vacancy with a non-Employee applicant if that person's qualifications, skills, physical fitness, and abilities exceed those of the Employee applicants or if no Employees apply to fill the vacancy.

Section 6. In the event the Employer determines it is necessary to reduce the number of Employees or hours of work within the department, Employees within the department shall be laid off or have their hours of work reduced in the inverse order of seniority. The Employer shall have the sole right to determine the job classification position and shift in which the layoff or hours reduction is to occur. Any Employee so displaced by layoff will be reassigned by the Employer to a position in the department previously held by such displaced Employee, provided such displaced Employee is more senior than the Employee currently occupying such position and further provided such Employee is still qualified to perform the function of such position. Recall from layoff shall be on the basis of seniority of Employees qualified to do the work available. If no laid off Employee from the department is available and qualified to perform the work, then the Employer shall fill the opening from Employees outside the department on the basis of experience, ability, skill, education, competence, and seniority. When experience, ability, skill, education, and competence are relatively equal, seniority shall govern. If no Employee possesses the required experience, ability, skill, education and competence, then the Employer may fill the opening with a new employee.

Section 7. A seniority list for the Environmental Services department, shall be updated and posted by the Employer once each year by February 1. Within fourteen (14) calendar days thereafter, the Employees may file with the Employer any objections to such seniority ratings. If objection is made, the Union and Employer shall within twenty (20) calendar days of such posting, mutually determine whether any correction is necessary or appropriate.

When so corrected or when no change is required, such seniority rating shall be permanent and shall not be subject to change. The seniority list shall be valid until the next year's seniority list is posted. Seniority lists shall not be updated midyear, except in the event of a layoff.

Section 8. If an Employee worked as a casual Employee and then becomes a full-time Employee, he/she will be eligible for pension, personal time and vacation when the Employee has worked full-time for one year. At that time, the hours accumulated as a casual Employee will be added to the hours earned as a full-time Employee for purposes of determining seniority and step increases.

Article IX – Resignation

Section 1. If an Employee fails to call in and does not report for a scheduled shift ("no-call / no-show") two times within a 90 day period, the Employee will be considered to have voluntarily resigned their employment with the Monastery without regard to their work history or previous discipline record, unless the Employer determines there were extenuating circumstances.

Section 2. An Employee voluntarily resigning his or her employment shall give the Employer at least two (2) weeks written notice of the resignation. Failure to do so shall result in forfeiture of any vacation time pay, personal time pay and any holiday pay which may be due to the Employee.

Article X – Meals and Breaks

Section 1. All Employees are entitled to one (1) rest period of not more than fifteen (15) minutes during each four (4) hours worked and one (1) unpaid half-hour lunch period during each eight (8) hours worked. Employees shall be required to punch out for unpaid breaks and anytime they leave the Employer's premises. No Employee shall punch another Employee's timecard under any circumstances. Employees who punch another Employee's timecard shall be subject to disciplinary action.

Employees who abuse their break periods by extending them past the allowed time will have their wages reduced proportionately and will be subject to disciplinary action.

Section 2. These periods may not be used to cover late arrivals or early departures, may not then be regarded as cumulative if not taken. Supervisors may specify when lunch and break may be taken. Breaks shall be assigned as close to the middle of each four (4) hour period as is practicable. However, all Employees will need to be flexible in order to meet their work requirements.

Article XI – Overtime

Section 1. Overtime shall be paid only for hours worked in a week (Sunday through Saturday) in excess of forty (40) hours.

Section 2. The Employer shall have the discretion but, not the duty to schedule overtime hours. If the Employer does so, and

- If the Employer has at least two (2) weekdays' notice (Monday – Friday) of the need for overtime, the Employer shall offer the overtime to the Employees by seniority within the department.
- In other cases the Employer shall offer the overtime by seniority to those Employees within the department who are on the Employer's premises.
- If no Employee will accept an offer of overtime, the Employer may require, by inverse order of seniority, an Employee who is on the premises to work the overtime.
- In no case shall the Employer be required to make more than one (1) telephone call to the Employee's residence when trying to locate the Employee for purposes of overtime scheduling. All Employees must keep the Employer informed of their current home address and telephone number.

Section 3. Paid non-work hours, including but not limited to vacation hours, sick leave hours, jury duty hours, and funeral leave hours, shall not count as hours worked for purposes of determining when overtime pay becomes due or for purposes of computing overtime pay.

Section 4. Overtime pay shall not be duplicated for the same hours worked, and to the extent that hours are compensated as overtime hours under one provision of this Agreement they shall not be counted as hours worked in determining overtime under the same of any other provision of this Agreement.

Article XII – Hours of Work

Section 1. All full-time Employees will be scheduled off at least two weekends per calendar month, and in no case will be scheduled for more than two weekends in a row unless agreed to by the Employee.

Section 2. No Employee shall be scheduled for less than two (2) hours nor be called in to work for a period of less than two (2) hours but Employees may be asked to stay longer than the end of their scheduled shift for lesser increments of time than two (2) hours.

Section 3. In the event that an in-service must be held, the Employer will to the best of its ability attempt to schedule in-services at times when most Employees are scheduled to work. When it is not possible to hold an in-service on a day when an Employee is scheduled to work, then said Employee(s) shall receive two (2) hours of pay for attending the in-service. However, the Employee may be required to work the remainder of the two hours that are not spent attending the in-service.

If an in-service is on an Employee's day off the Employer and the Employee shall work together to make this in-service day a scheduled day of work. This may result in the Employee having to work more than six days in a row.

Section 4. After the schedule is posted, it shall not be changed without the consent of an affected Employee and the direct supervisor or as authorized elsewhere in this Agreement. The first six (6) month Work Schedule shall be posted by April 1 of each year and the second six (6) month Work Schedule shall be considered posted by October 1 of each year.

Section 5. The Employer shall not schedule an Employee to work more than six (6) consecutive days without the Employee's consent.

Section 6. Nothing in this Agreement shall be construed as a guarantee that any or all of the Employees shall be entitled to work any minimum number of hours of work in a day or in a week. It is agreed that no Employee shall enjoy any guaranteed number of work hours.

Article XIII – Wages

Section 1. The following terms shall have these definitions: Environmental Services Employees.

Section 2. At the time of hiring a new Employee, the Employer, at its discretion may recognize previous experience in a similar or higher position at another locations and award credit in terms of seniority up to a maximum of four years, for pay purposes only.

Section 3. The Employees shall be paid wages computed as follows: At the beginning of each contract year a wage figure shall be taken from the following tables in Appendix A based on the Employee's hours paid and contract year. If an Employee is off scale because of longevity, that Employee will receive the same increase as other Employees.

Section 4. Employee shall receive a \$200. longevity bonus at twenty (20) years of service and a \$250. bonus at twenty-five (25) year of service and a \$300. bonus at thirty (30) year of service.

Section 5. The wage scale for 2018 - 2021 is in Appendix A.

Section 6. A Training Wage of .50 per hour additional pay will be paid to the Employees doing the training of the new co-workers within the department.

Article XIV – Insurance and Pension

Section 1. Eligible Employees may participate in the Employer's health insurance plan then in effect, subject to waiting periods and the rules and requirements of the plan. Eligibility will be in accordance with the terms of the plan. The Employer will make a contribution for eligible Employees, the remainder shall be paid by the Employee, by means of payroll deduction. The Employer will contribute 80% of the premium costs of an eligible full-time Employee's insurance premium if they enroll in the Employer's health insurance plan; the Employee shall contribute by means of payroll deduction toward the payment of the insurance premium. Employee's working three quarter (3/4) time but less than full-time, who enroll in the Employer's health insurance plan, shall contribute by means of payroll deductions the difference between 75% of the Employers contribution and the premium cost. The Employer shall also make available to eligible Employees dependent group medical and hospitalization insurance coverage. If an Employee elects such dependent coverage, he or she shall pay the difference between the Employer's contribution amount and the premium cost.

The Employer shall have the right to select or change any medical and hospitalization insurance company, any medical and hospitalization policy, any medical and hospitalization plan, any plan administrator, or any plan trustee provided that the benefit levels and eligibility standards are not altered. If any provision of this Agreement conflicts with any provision of the medical and hospitalization policy or plan, the provisions of the medical and hospitalization policy or plan shall govern.

If, during the terms of this Agreement, a health insurance plan is mandated by law, applicable to the Employer, the parties agree that this Agreement shall be automatically amended to provide all Employees only with the nature and extent of insurance coverage mandated by such law.

Twenty-five (\$25) dollars per pay period will be paid to full-time Employees who waive medical insurance because they are covered by another plan. Such Employees will be able to enter the medical plan should their medical coverage cease with another plan.

Section 2. The Employer at its expense shall provide each full-time Employee with \$10,000 of group term life insurance coverage. The full-time Employee may name the death benefit beneficiary. The Employer may impose a reasonable waiting period before the coverage becomes effective for a newly hired full-time Employee. The Employer shall have the right to select or change any insurance company, any insurance policy, any insurance plan, any plan administrator, or any plan trustee, provided that the death benefit is not altered. If any provision of the Agreement conflicts with any provision of the insurance policy or plan, the provisions of the insurance policy or plan shall govern.

Section 3. The Employer shall maintain the pension fringe benefit currently in effect at the current benefit level. After one year of work, the Employee will be eligible to participate in the pension plan if he/she is at least twenty-one years old. The Employee will be 25% vested after one year, 50% vested after two years, 75% vested after three years and full vested in four years. The Employer shall have the right to select or change any pension company, any pension policy, any pension plan, any plan or administrator, or any plan trustee, provided the benefit levels and eligibility standards are not altered.

If any provision of the Agreement conflicts with any provision of the pension policy or plan, the provisions of the pension policy or plan shall govern.

The Employer has established and additional, optional plan for Employees who wish to contribute to a pension plan {(403b) or similar plan}.

Article XV – Uniform Allowance

Employees working more than three quarter (3/4) (780 hours in a six month period) time shall receive a uniform allowance payable in semi-annual checks on the pay day just prior to July 1 and January 1 of each year in the amount of \$150. Newly-hired Employees shall receive a pro-rated uniform allowance on these dates, dependent on their date of hire.

Article XVI – Holidays

Section 1. The holidays recognized by this Agreement shall be:

New Year's Day: 8 hours
Easter Day: 8 hours
Memorial Day: 8 hours
Independence Day: 8 hours
Labor Day: 8 hours
Thanksgiving Day: 8 hours
Christmas Day: 8 hours
Birthday: 8 hours

Section 2. Any Employee who works on a holiday shall be paid two (2) times his or her regular straight- rate of pay for all hours worked. Full-time Employees who work on a holiday shall be scheduled their regular hours during the pay period in which the holiday falls.

A full-time Employee who does not work on a holiday shall be paid for the holiday (eight hours) at his or her regular straight-time rate of pay. This holiday off with pay shall be counted as eight (8) of the eighty (80) hours a full-time Employee would be scheduled during the pay period in which the holiday falls.

Should the schedule not allow for a full-time Employee to be scheduled off a fifth (5th) day during a pay period in which a holiday falls, an alternate paid holiday may be scheduled the pay period before or the pay period after the holiday occurs. The Employer will attempt to schedule this day off during the pay period to the best benefit of the Employee as well as the need for the operations of the department.

A part-time Employee who does not work on a holiday shall receive no pay neither holiday nor regular.

Section 3. At the conclusion of the first 2,080 hours worked at full-time status (including all paid benefit hours), full-time Employees will have accrued sixteen (16) personal hours and shall become eligible to begin utilizing these hours. These (16) personal hours must be utilized within twelve (12) months thereafter, subject to the prior approval of the Employee's supervisor as to scheduling. No more than thirty-two (32) personal hours may be accumulated. Personal time shall be paid at the Employee's regular straight-time rate of pay.

After twenty (20) years of service Employees shall accrue eight (8) additional personal hours.

Section 4. In order to receive whatever holiday pay to which his/her Employee may be entitled for a holiday, the Employee must be in payroll status during his/her last scheduled shift before and his/her first scheduled shift after the holiday. An Employee shall not receive holiday pay for any holiday occurring during an unpaid leave of absence, during any other excused absence, or during a layoff.

Section 5. The Employer will, to the best of its ability, attempt to schedule a full-time Employee who works on a holiday in one year off on that holiday the following year. If an Employee scheduled to work on a holiday trades that day with one who is off on that holiday, the Employee trade will not affect the regular schedule of the holiday rotation.

In the event that a holiday falls on one day of the weekend and an Employee is schedule to work that holiday, the Employee will likely work both days of the weekend. With the exception of when Christmas Eve and Christmas Day fall together on a weekend. In this case the Employee whose weekend to work is December 17th & 18th will split the weekend with the Employee whose Christmas Day Holiday it is to work. The Employee who is assigned to work Christmas Day will work the Saturday half of the weekend prior to the Christmas weekend and then the holiday Sunday, December 25th. The other Employee will work Sunday, December 18th and Saturday, December 24th. When an Employee is scheduled to work on December 25th Christmas Day they will be scheduled off on December 24th Christmas Eve Day. If the Employee utilizes vacation, personal or sick leave on the non-holiday portion of the weekend, that weekend will be considered to be a weekend off. When Christmas Day and New Year's Day both fall on the weekend the Employer will schedule Employees off on one of the two weekends the holidays fall on and that weekend will be considered to be a weekend off.

All Employees will be awarded an additional holiday during the pay period in which their Birthday occurs. This holiday will be a paid as a day off. The Employer will attempt to schedule this day off on the Employee's actual Birthday or to the best benefit of the Employee as well as the need for the operations of the department. Should the Employee's Birthday fall on a weekend which is the Employee's weekend to work within the rotation, a co-worker could be asked to switch weekends with the Employee whose Birthday it is if said Employee desires.

Article XVII – Vacations

Section 1. For every 173.3 hours worked (including all paid benefit hours) an Employee shall accrue paid vacation hours as follows:

Total Uninterrupted Career Hours Worked (Including Paid Benefit Hours)	Hours of Paid Vacation Accrued for Every 173.3 Hours Worked (Including Paid Benefit Hours)
0 – 10,400	6.7
10,401 – 22,880	10.0
22,881 – 52,000	13.3
More than 52,000	16.7

Part-time Employees' vacation hours are calculated at half-time. Annually, by February 1, an adjustment is made in accrued vacation time based on the actual number of hours worked.

Section 2. At the conclusion of the first twelve months worked any Employee may begin utilizing accrued vacation hours. Any accrued vacation hours not utilized within the next 2,080 hours worked (including all paid benefit hours) from the time the vacation hours were accrued shall be forfeited without pay, unless scheduling constraints imposed by the Employer prevent timely usage of the vacation hours.

Section 3. Vacation hours shall be compensated at the Employee's regular straight-time rate of pay with no inclusion of any overtime pay.

Section 4. Vacation hours shall not be used during the payroll period in which the hours are accrued.

Section 5. Employees may use vacation in one quarter (1/4 hour) increments or up to their regularly scheduled shift hours when approved by their supervisor. Employees requesting vacation in an amount less than one week day shall not be subject to Section 8 but shall be subject to approval by their supervisor.

Section 6. No Employee shall receive vacation pay while working full-time hours.

Section 7. The Employer shall establish two six month Master Schedules, for weekends, and holidays, for the months from April 1 to September 30 of the current year and October 1 of the current year to March 31 of the following year, for all Employees eligible to take paid vacation hours within the department. These Master Schedules shall be posted by February 1 of each year.

Section 8. Employees eligible to take paid vacation hours shall submit written requests by March 1 of each year on forms furnished by the Employer, for the desired dates of their vacation(s) and/or personal days (blocks of eight hours) from April 1 of the current year through March 31 of the following year if the Employee desires to have seniority govern. Full week requests shall take precedence over single vacation days. In the case of conflict of the desired vacation dates between two or more Employees who have made their requests by March 1, seniority shall govern. Employees shall be notified in writing within three working days of March 1 if the requested vacation days cannot be granted. Such Employees can request new dates for vacation according to his/her seniority within five calendar days. Prior to March 31st, vacation and personal days request conflicts shall be resolved with the Employer. By April 1 the granted vacation dates, along with the work dates, will be added to the two six (6) month Master Schedules and placed in the Schedule Binder.

Should an Employee be unable to turn in his/her desired dates by March 1 then, when he/she does turn in the dates, the Employer will to the extent possible, attempt to grant these requests and add them to the Master Schedule if they are able to be granted. Seniority shall not govern in these cases.

Section 9. In the event of an extraordinary circumstance the Employer shall have the right to alter the desired vacation dates or Master Schedule to accommodate operations of the Employer's business. Any such alterations shall be determined by mutual agreement between the Employer and the Employee. In the event the Employer chooses to exercise this right, the Employer shall give sixty (60) days' notice, whenever possible, to the affected Employee and shall simultaneously inform the Union. In the event of an extraordinary circumstance the Employees shall have the right to alter the dates they have been granted as vacation and personal days.

Article XVIII – Sick Leave

Section 1. Employees shall earn eight (8) hours of paid sick leave for every 173.3 hours worked (including all paid benefit hours). Employees may accumulate no more than 900 hours of sick leave. Upon retirement, at the minimum age of 62, or upon permanent layoff at any age, unused sick leave (up to 900 hours) shall be paid out. It can be used for continuing the health insurance up to the amount unused or the Employee may establish a health care savings account of his/her choosing with it.

Section 2. Sick leave may be used for illness or injury or for doctor visits relating to the illness or injury or dental visits which are to follow up on treatment. Employees shall make an attempt to schedule doctor or dental visits in their off-duty hours.

Section 3. Sick leave shall not be utilized during the payroll period in which the hours are accrued. Unused sick leave shall be forfeited without compensation upon cessation of employment for any reason other than retirement.

Section 4. The Employer shall be entitled to request a doctor's statement upon reasonable suspicion of sick leave abuse for the sick leave usage, whether or not medical treatment was needed or received. Such request shall be made within 24 hours of notification of the Employer's inability to report to work because of illness.

Section 5. Whenever practicable, Employees shall submit written requests for sick leave, on forms furnished by the Employer, in advance of the period of absence. When advance notice is not possible, Employees shall follow the posted procedures and notify their Designated Contact Person by telephone or other means at the earliest opportunity. It is the Employee's responsibility to keep the required telephone numbers that they are to call available to themselves at all times. Supervisors shall respond promptly. Communicable diseases that are required to be reported to the Health Department, must be reported to a supervisor.

Section 6. Sick leave shall be allowed under the same condition as is allowed for Employees, for member of the Employee's immediate family, immediate family, for the purposes of this section, shall be defined as: spouse, parent, children, step-children and legal wards of the Employee.

Section 7. A \$ 25. Sick leave incentive will be paid to each full-time Employee for every 8 hours increment of sick leave not utilized in the last calendar year (\$250.00 Maximum). The payment will be made on the payday prior to January 1 of each year.

Article XIX – Funeral Leave

Section 1. Full-time Employees, including those on newly hired probation, shall be granted a leave with pay up to a maximum of three (3) days to attend the funeral of a member of the Employee's immediate family. Immediate family includes: Employee's spouse, father, mother, step-parents, sons, daughters, step-children, brothers, sisters, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, grandparents, and grandchildren. Arrangements for the leave are to be made with the supervisor.

Section 2. Part-time Employees, including those on newly hired probation, shall be granted a leave with pay up to a maximum of one (1) scheduled work shift to attend the funeral of a member of the Employee's immediate family. Immediate family shall be as defined in Section 1 of this Article. Arrangements for the leave are to be made with the supervisor.

Article XX – Jury Duty

Absence for jury duty will be with full pay and will not be charged to vacation time. This type of absence is limited to two (2) weeks for full-time Employees and five (5) scheduled work shifts for part-time Employees, and Employees will only be paid for actual time missed for this purpose. If jury duty will not require the full work day, the Employee is expected to report to work for the remainder of the day. Pay for jury duty shall be the difference between the Employee's straight-time rate of pay for the Employee's normal shift, exclusive of overtime, less pay received from the court.

Article XXI – Transfers

Section 1. The Employer shall have the right to transfer temporarily Employees from one job position to another as it deems necessary. Temporary transfers shall be done only to fill in for Employees on vacation, sick leave, or other approved leaves of absence for the duration of the absence or to fill a vacant or new permanent position until a permanent Employee is hired into that position. To the extent it is able to do so, without incurring overtime, the Employer shall offer such transfers to senior, qualified Employees. An Employee who is offered such a transfer may decline it, the Employer may require, by inverse order of seniority, an Employee to work in the position for up to one shift at a time.

Section 2. Transfers as allowed in this section shall not result in a change in posted scheduled hours unless agreed to by the Employee.

Article XXII – Leave of Absence

Section 1. This Article shall apply to family leave, parental leave, medical leave and military leave.

Section 2. All leaves of absence listing in this Article shall be without pay.

Section 3. A request for a leave of absence shall be made in writing at least three (3) weeks before the desired commencement date. The request shall state the kind of leave desired and the proposed beginning and ending dates. All leaves of absence shall require the Employer's consent, unless otherwise allowed by law.

Section 4. When not otherwise required by law, the Employee shall not accrue seniority during a leave of absence and shall receive no holiday pay for holidays which may fall during the leave of absence.

Section 5. Upon returning from a leave of absence, the Employee shall return to his or her former position or shall be placed in a position comparable to that occupied by the Employee prior to the leave of absence if the Employee's former position does not exist. If a vacancy does not exist in a comparable position, the Employee shall be put on a preferential hiring list and shall be the first hired from such list when a comparable opening occurs and if the Employee is qualified for the position.

Section 6. If an Employee fails to return to work at the conclusion of a leave of absence the Employee shall be deemed to have voluntarily resigned his or her employment with the Employer.

Section 7. An Employee who opts to take an "unpaid leave of absence" will have one month paid insurance at the 80/20 current rate. After the one month paid, Cobra will need to be paid during the duration of the unpaid leave of absence.

Article XXIII – Discipline and Discharge

Section 1. The Employer maintains the right to discipline and discharge any Employee for just cause.

It is mutually understood and agreed that in establishing, implementing, and administering disciplinary and discharge procedures that the concept of "progressive discipline" shall prevail.

The normal progression shall be as follows:

- a) Verbal warning by Employee's supervisor to be documented in writing and filed in the Employee's personnel file.
- b) Written reprimand by Employee's supervisor, filed in Employee's personnel file.
- c) Written notice by the supervisor of suspension of up to three (3) working days without pay, filed in Employee's personnel file.
- d) Written notice of discharge.

Reprimands, either verbal or written, need not be in the same category of performance in order to proceed to the next step in the progression discipline. Disciplinary matters shall be considered confidential.

Section 2. No Employee except a probationary Employee shall be discharge without just cause. The following reasons for discharge are not subject to progressive discipline and shall, in all cases, be considered just cause for discharge:

Disclosing to unauthorized persons confidential or privileged information.

Inability to perform regularly assigned duties.

Serious misconduct, including but not limited to, conduct such as theft, fraud, assault, battery, violation of the drug-free and/or harassment policy, willful neglect of duties leading to endangerment of the Employee him/herself, residents, Sisters, or co-workers.

The Employer shall notify the Union before discharging an Employee except in the case of the discharge of a probationary Employee, or in cases where it is not reasonably practicable to do so. In all cases, the Employer shall, promptly after the discharge, advise the Union in writing stating the reason for the discharge.

Article XXIV – Labor-Management Committee

Section 1. The Labor-Management Committee membership shall be addressed in the committee by-laws.

Section 2. Either party may call for a meeting of the committee, but the committee shall not meet regularly more than once per calendar quarter. This is not to say that if the need arises that the committee cannot meet more than once per calendar quarter.

Section 3. At such meetings the parties shall confer about issues / concerns and share information outside of the Collective Bargaining Agreement.

Section 4. The committee and its meetings and discussions shall be subject to the Complete Agreement, (XXIX) Article of the parties' Collective Bargaining Agreement.

Article XXV – Grievance Arbitration

Any grievance which may arise between the parties concerning the application or interpretation of this agreement shall be settled in accordance with the four-step procedure set forth below. However, a supervisor may meet individually with any Employee in order to discuss matters pertaining to that Employee's performance of duties. Such discussion shall not be considered a Step One grievance meeting. If the Employee is aggrieved by any action taken by the Employer as a result of such discussion, the Employee may file a grievance which shall be processed in accordance with the following procedures.

Step One: The Employee, either individually or with a Union representative, shall discuss the matter with the Employee's immediate supervisor. A summary of the meeting between the Employee and Employer shall be signed by both parties. If no settlement is reached the grievant or the Union may, within seven (7) days after receipt of the supervisor's answer, appeal to Step Two. If Step One is not followed, the process ends.

Step Two: The grievance shall be reduced to writing by the grievant or the Union and filed with the Director of Facilities or an authorized representative who shall have seven (7) days after receipt of the grievance to give an answer. If no settlement is reached the grievant or the Union may, within seven (7) days after receipt of the Director of Facilities answer, appeal the matter to Step Three. If Steps One and Two have not been followed, the process ends.

Step Three: The grievant or the Union shall submit the written grievance to the Prioress or her authorized representative who shall have seven (7) days after receipt of the grievance to give her answer. If no settlement is reached the grievant or the Union may, within seven (7) days after receipt of the Prioress' answer, appeal the matter to Step Four. If Step One, Two and Three have not been followed, the process will not proceed to arbitration.

Step Four: If Step One through Three fails to settle the grievance, the parties shall submit the grievance to an arbitrator for resolution. The parties shall request from the Minnesota Bureau of Mediation Services a list of the names of five (5) or seven (7) potential arbitrators. The arbitrator shall be selected by the Employer and the Union alternately striking names from the list until only one (1) name remains. The Union shall strike first. The arbitrator's fees and expenses and the cost of any hearing room jointly selected shall be shared equally by the parties. The arbitrator's decision shall be rendered within forty-five (45) days after the hearing of the dispute, unless extended by mutual agreement. The award of the arbitrator shall be final and binding upon the Employer, the Union, the grievant, and all other Employees. The arbitrator shall have jurisdiction only over disputes arising out of grievance which may arise between the parties concerning the application or interpretation of this Agreement. All arbitration decisions must be rendered in accordance with the language of this Agreement and any written interpretations of this Agreement signed by the parties. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

No grievance, other than wage claims, shall be filed or processed if based on an event occurring more than ten (10) days before the written Step Two grievance was filed. A written Step Two grievance based on a wage claim shall be filed within ten (10) days of the receipt of the pay answer of the Employer if not timely appealed to the next step. Saturday, Sundays, and holidays shall be excluded from the computation of time limitations under this grievance/arbitration Article. Timeline in this grievance/ arbitration Article may be extended by written agreement of the parties.

Article XXVI – Interest Arbitration

Upon expiration of this Agreement there shall be no strikes of any kind, stoppages of work or slowdowns of work by any Employee or by the Union and there shall be no lock-out by the Employer. In lieu of such measures, all unresolved bargaining issues shall be referred to binding arbitration. The Employer shall appoint an arbitrator, the Union shall appoint an arbitrator, and those two arbitrators shall appoint a third arbitrator. In the event the first two appointed arbitrators are unable to agree upon a third arbitrator, either party may petition the Bureau of Mediation Services for a list of five (5) or seven (7) suggested arbitrators. The first two appointed arbitrators shall alternately strike a name from the list with the first strike determined by the flip of a coin, until only one name remains on the list, which person shall become the third decision on all bargaining issues in dispute, including the formulation of the terms and conditions of a new agreement to take the place of this Agreement. If this Article is one of the unresolved bargaining issues, the panel or arbitrator may in its discretion, delete this entire Article or continue it without modification for one, and only, additional contract term beginning upon expiration of the Agreement.

If the panel of arbitrators elects the second option (continuation) then this Article shall remain in full force and effect for purposes of interest arbitration at the time of expiration of the agreement which succeeds this Agreement, but thereafter this Article shall be null and void. Each party shall compensate the arbitrator appointed by it and shall share equally in the compensation of the third arbitrator. The parties recognize that arbitrators ordinarily are not given the power to add to or vary the parties' written language of agreement for a new contract in those areas, and only those areas, where the parties themselves have been unable to do so.

Article XXVII – Savings

Any federal or state law which supersedes any provision of this Agreement shall not void any other provision of this Agreement and the balance of this Agreement shall remain in full force and effect. The parties shall meet and negotiate over any language found to be superseded by state or federal law.

Article XXVII – Notice

Any notice required by this Agreement to be given by one party to the other shall be sent by certified or registered mail to:

Prioress
Benedictine Sisters Benevolent Association
St. Scholastica Monastery
1001 Kenwood Avenue
Duluth, Minnesota 55811-2370

American Federation of State, County, and Municipal Employees
Minnesota Arrowhead District Council 5
211 West Second Street
Suite 205
Duluth, Minnesota 55802

The notice shall be effective upon its deposit in the United States mail in a properly addressed envelope, with prepaid, adequate postage.

Article XXIX – Complete Agreement

The parties agree that they have bargained wholly with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement. The Union agrees that the Employer shall not be obligated to bargain collectively with the Union during the term of this Agreement on any matter pertaining to rate of pay, wages, hours of employment or other conditions of employment and the Union hereby specifically waives any right which it might otherwise have to request or demand such bargaining. This Agreement, and any supplement attached hereto embodies the complete and final understanding reached by the parties as to the wages, hours, and all other terms and condition of employment. Notwithstanding the other provisions of this Article in the event the Employer during the term of this Agreement creates a new position and job title within the bargaining unit, the Employer agrees to enter into negotiations with the Union solely for the purpose of establishing a wage rate for such new position and job title. Nothing contained herein shall prohibit the Employer and the Union during the term of this Agreement from discussing any matter by mutual agreement, provided however, any such discussions shall in no way obligate the Employer to negotiate such matter, or any other, and shall not restrict or prevent the Employer from proceeding as if deems appropriate.

Article XXX – Duration and Renewal

This Agreement shall take effect on the 1st day of July, 2018 and shall expire on the 30th day of June, 2021. This Agreement shall automatically renew from year to year thereafter unless written notice of desire to change or terminate this Agreement is given by either party to the other party at least ninety (90) days prior to the 30th day of June, 2021, or at least ninety (90) days prior to the end of any renewal period.

Benedictine Sisters Benevolent Association

By: Sister Beverly Raway
Prioress

American Federation of State, County, and
Municipal Employees, Minnesota
Arrowhead, District Council 5

By: Muchelle Fremberg
President Local 3558

By: [Signature]
NE Director

By: [Signature]
Field Representative

Appendix A – Wage Scale

	+ 3.00%	+ 2.25%	+ 2.25%
	<u>7-1-18</u>	<u>7-1-19</u>	<u>7-1-20</u>
at hiring	13.84	14.15	14.47
at 2,080 hours (1 year full-time)	14.03	14.35	14.67
at 4,160 hours (2 years full-time)	14.62	14.95	15.29
at 8,320 hours (4 years full-time)	14.95	15.29	15.63
at 12,480 hours (6 years full-time)	15.45	15.80	16.16
at 16,640 hours (8 years full-time)	15.94	16.30	16.67
at 20,800 hours (10 years full-time)	16.72	17.10	17.48
at 24,960 hours (12 years full-time)	17.43	17.82	18.22
at 33,280 hours (16 years full-time)	18.15	18.56	18.98
at 41,600 hours (20 years full-time)	18.84	19.26	19.69

