

Agreement Between

AFSCME MN
Council 65/Local 105
and
Homeward Bound, Inc.

April 1, 2018 - March 30, 2019

Table of Contents

* * *

<u>Article Title</u>	<u>Page</u>
AGREEMENT	1
PURPOSE, INTENT AND AGREEMENT EFFECT	2
RECOGNITION.....	3
MANAGEMENT RIGHTS.....	4
UNION MEMBERSHIP	5
NON-DISCRIMINATION	6
NO STRIKE - NO LOCKOUT.....	6
WORK RULES.....	7
WORKING HOURS	7
SHIFT AND WORK ASSIGNMENT	9
HOLIDAYS.....	10
WAGE RATES.....	11
PROBATION.....	11
JOB TRANSFERS	12
SENIORITY.....	12
LAYOFF AND RECALL.....	13
ADJUSTMENT OF GRIEVANCES	14
ARBITRATION.....	15
DISCIPLINE AND DISCHARGE	16
SAFETY AND DISABLED EMPLOYEES.....	16
LEAVE OF ABSENCE	17

EARNED PAID LEAVE	18
JURY DUTY	20
INSURANCE AND PENSION BENEFITS.....	20
BULLETIN BOARD	21
EVALUATIONS.....	21
INFECTIOUS/COMMUNICABLE DISEASE AND IMMUNIZATION.....	22
ON-CALL	22
TELEPHONE USAGE.....	22
EMPLOYEE MEETINGS	22
USE OF TOBACCO, ALCOHOL, AND CONTROLLED SUBSTANCES	23
PERSONNEL FILES.....	23
DRESS CODE	23
SEPARABILITY	23
DURATION	24
SCHEDULE B.....	25
SALARY SCHEDULE	26
EXHIBIT B.....	27

Article No. 1 AGREEMENT

SECTION 1. This Agreement is made and entered into this, October 13, 2015 by and between Homeward Bound, Inc. for its facilities except those located at 6769 East Fish Lake Road, Maple Grove, Minnesota and 13522 Sunset Trail, Plymouth, Minnesota (hereinafter referred to as the "Agency"), and the AFSCME MN Council 65/Local 105 (hereinafter referred to as the "Union").

Article No. 2 DEFINITIONS

SECTION 1. Employees regularly scheduled to work eighty (80) hours or more during a two-week pay period shall be classified as full-time for purposes of and subject to the provisions of this Agreement.

SECTION 2. Employees regularly scheduled to work fewer than eighty (80) hours during a two-week pay period shall be classified as part-time for purposes of and subject to the provisions of this Agreement. Persons not regularly scheduled to work shall not be considered employees for purposes of this Agreement, and shall not be used for unit work except as allowed under other provisions of this Agreement.

SECTION 3. Throughout this Agreement, the terms "he"/"she" and "his"/"hers" are to be used interchangeably. Use of the terms "he" or "his" shall be regarded as including both the masculine and feminine. Use of the terms "she" or "hers" shall be regarded as including both the feminine and masculine.

SECTION 4. All employees providing services in the classifications of Service Coordinator and Direct Service Staff shall be required to complete Homeward Bounds Trained Medication Passer (TMP) training. Current and future employees who hold these positions, will be required to complete and pass this training to maintain employment. The Trained Medication Passing course , which is a requirement of the job, shall be made available at a one-time basis for each employee by the agency. Failure to pass the course on the first attempt or maintain medication passing privileges can result, as an option of the employer, in termination of employment_Employee's must be enrolled in one of the TMP

SECTION 5. No person not regularly scheduled in accordance with the provisions of this Agreement shall be covered by the provisions of this Agreement, and no such person shall be permitted to perform or assume any of the duties, functions or responsibilities except (a) as permitted by the Agreement, including but not limited to Article 5, Sections 4 and 6, or (b) in emergency situations where no existing or newly hired regularly scheduled employee is available.

SECTION 6.

A. Homeward Bound, Inc. may hire up to twenty-five (25) employees who will be used to fill in for regularly scheduled full-time and / or part-time employees in direct care positions only, when such employees are unable to fill their regular schedule as a result of using Earned Paid Leave days, training, or a leave of absence and when no regularly scheduled part-time employees can be scheduled to work the shift. These employees will be called Reserve Employees and may not be used to replace regularly scheduled full-time and / or part-time employees in their regular schedule; nor to avoid contiguous employment beyond their regular shift.

B. The Reserve Employees will be guaranteed an opportunity to work a minimum of eight (8) hours or two (2) shifts of work each month.

C. The Reserve Employees will commit themselves to being available for work a minimum of eight (8) hours or two (2) shifts per month. Any Reserve Employee who fails to meet this commitment will be immediately terminated.

D. Each Reserve Employee will be required to pay dues to the AFSCME MN Council 65 each month that they are employed at Homeward Bound, Inc., beginning with the initial date of employment as a condition of continued employment.

E. Homeward Bound, Inc. may hire up to four (4) employees at a time to be used as Cooks and / or Maintenance employees in accordance with the provisions of paragraph (1) above. Such employees shall be called Seasonal Employees.

Each Season Employee will be required to pay dues to AFSCME MN Council 65 each month in which they work at Homeward Bound, Inc. as a condition of continued employment.

Article No. 3 PURPOSE, INTENT AND AGREEMENT EFFECT

SECTION 1. This Agreement sets forth the entire understanding and Agreement of the parties and supersedes all prior agreements and practices, oral and written, expressed or implied, except as provided in other provisions of this Agreement. The Agreement may be modified only by mutual agreement of the Union and the Agency. Nothing in this Agreement shall be construed as requiring either party to do or refrain from doing anything not explicitly and expressly set forth in this Agreement; nor shall either party be deemed to have agreed or promised to do or refrain from doing anything unless this Agreement explicitly and expressly sets forth such agreement of promise.

SECTION 2. The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this Agreement.

It is, therefore, specifically agreed that all bargaining obligations, unless specifically reserved in this Agreement for future negotiation, are hereby waived by the parties with respect to all matters subject to collective bargaining during the term of this Agreement.

Article No. 4 RECOGNITION

SECTION 1. The Agency recognizes the Union as the sole collective bargaining agency with respect to wages, hours of work and other conditions of employment as specified in this Agreement for the employees within the unit certified by the National Labor Relations Board in Case No. 18-RC-145581; that is,

All full-time and regular part-time, casual, and on-call employees employed by the Employer at its Brooklyn Park, Minnesota facilities, including service coordinator, direct service staff, direct service staff/tmp, and maintenance employees; excluding professional employees, office clerical employees, guards and supervisors as defined in the Act, and all other employees.

Direct Service Staff/TMP is defined as direct service staff, trained to pass medication.

SECTION 2. The Union makes this Agreement in its capacity as the exclusive collective bargaining agency of the employees covered by this Agreement.

SECTION 3. The parties recognize that the services currently provided by the Agency at its New Hope and Brooklyn Park locations may be partially or completely transferred to other locations. In that event, it is agreed and understood that the Agency will recognize the Union as the exclusive representative of the employees performing services which were formerly (or concurrently) provided by employees represented by the Union at the New Hope and Brooklyn Park locations.

Article No. 5 MANAGEMENT RIGHTS

SECTION 1. All prior management rights, authority and functions shall remain vested exclusively in the Agency except as specifically surrendered or limited by express provisions of this Agreement.

SECTION 2. It is understood and agreed by the parties that the Agency possesses the sole power, duty, and right to operate and manage its departments, agencies, and programs. The powers, authority, and discretion necessary for the Agency to exercise its rights and carry out its responsibilities shall be limited only by the express terms of this Agreement. Any term or condition of employment except as specifically established by this Agreement shall remain solely within the discretion of the Agency to determine, modify, establish, or eliminate.

SECTION 3.

A. Except as expressly restricted by this Agreement, management rights reserved to the Agency by this Article include, but are not limited to: the right, without engaging in negotiations, to determine matters of managerial policy; the services to be provided, their level, and by what means; the method, means, and personnel by which the Agency's operations are to be conducted; the organization's structure; standards of service and maintenance of efficiency; the scheduling of work hours, days, and shifts of operations (including overtime); the location, size, and number of all facilities or service areas; the establishment of quality standards, and standards for provision of services; the right to establish, change, combine, or eliminate jobs, duties, job classifications (if any), and job descriptions based on legal requirements, program changes, or economic considerations; the right to introduce new or improved procedures, methods, processes, locations, training programs, and equipment or to make other changes to promote efficiency; the right to maintain order and efficiency and to issue, modify and enforce rules and regulations; the right to lay off employees; the right to discipline or discharge employees for cause; the determination of which facility or facilities, or part thereof, shall be operated, relocated, shut down, sold or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the determination of the number of employees; the assignment of duties to employees; the manning of equipment and the right to change, increase or reduce the same; the direction and control of the workforce; the right to be the sole judge of applicants for employment, their qualifications, and fitness; the right to hire or refuse to hire any employee; the right to train; and the right to take whatever action within the limitations established by this Agreement that is or may be otherwise necessary in the Agency's judgment and discretion to administer its operations and to direct its employees.

B. Any employee losing his position as a result of the establishment, change, combination, or elimination of jobs, duties, jobs classifications (if any), and job descriptions shall be allowed to exercise his rights to other positions as set forth in Article 18, Layoff and Recall.

SECTION 4. Management rights reserved to the Agency by this Article include, but are not limited to the right to contract or subcontract work, provided that it is understood and agreed by the Union and the Agency that for the Agency to operate in a manner to compete successfully in the conduct of its business, subcontracting of work is a necessary element of its operation, and the Agency agrees that it will not subcontract work regularly performed by covered employees for the purpose and with the effect of reducing the covered workforce.

SECTION 5. If the Agency and the Union are not able to agree on the wage rates for a new job classification established by the Agency under subdivision 3 of this Article within seven (7) days of its creation, the matter of the wage rate shall be submitted to arbitration pursuant to the terms of this Agreement.

SECTION 6. The Agency shall have the right to assign any job to a supervisor for purposes of training or in the case of an emergency.

SECTION 7. The Agency's failure to exercise any prerogative or function hereby reserved to it, or the Agency's exercise of any prerogative or function hereby reserved to it in a particular way, shall not be considered a waive of the Agency's right to exercise such prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

SECTION 8. The Agency shall have the right to take any action it reasonably believes to be in the best interests of a resident or needed to prevent harm to a resident, and such action may be subject to the grievance procedure contained in this Agreement.

SECTION 9. Except as provided by this Agreement, it is understood and agreed by the parties that the Union, in agreeing to this Article, is in no way agreeing to limit or abridge any rights or prerogatives which it has under law.

Article No. 6 UNION MEMBERSHIP

SECTION 1. All employees covered by this Agreement who are or hereafter become members of the Union shall, as a condition of continued employment, remain members in good standing for the duration of this Agreement.

SECTION 2. Any employee covered by this Agreement who elects not to become a member of the Union shall, as a condition of continued employment, pay to the Union a service fee equal to membership dues.

SECTION 3. If any employee does not comply with the above provisions, the Agency shall terminate the employee within seven-two (72) hours of written notice to do so from the Union. The Union shall save the Agency harmless from any claim of any employee so terminated.

SECTION 4. The Agency agrees to deduct Union dues from the wages of employees in the Bargaining Unit who voluntarily provide the Agency with a written authorization which shall not be irrevocable for a period of more than three (3) months or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction shall be made by the Agency from the wages of the employees during each calendar month and will be transmitted to the Union, except that no deduction shall be made or payment due in the first thirty (30) days of employment. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such month will nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Agency shall furnish the Union with a list of the employees for whom deductions were made.

SECTION 5. The Agency agrees to furnish to the Union a list of the names and addresses of all employees covered by this Agreement within thirty (30) days of the effective date of this Agreement. Thereafter, the Agency agrees to furnish the Union a monthly list of new hires and terminations and employees on leave of absence.

Article No. 7 NON-DISCRIMINATION

SECTION 1. Neither the Agency nor the Union will discriminate against any employee on the basis of race, religion, age, national origin, sex, disability, creed, status with regard to public assistance, sexual orientation, color, marital status or any other classification protected by applicable federal, state or local law.

SECTION 2. Neither the Agency nor the Union will discriminate against any employee because of his membership or non-membership in the Union.

SECTION 3. The Agency and the Union will cooperate in ensuring all employees equal opportunity. The Agency and the Union expressly affirm the equal employment opportunity statement of the Agency as set forth in Exhibit B to the contract.

Article No. 8 NO STRIKE - NO LOCKOUT

SECTION 1. There shall be no lockout of Employees by the Agency during the term of this Agreement.

SECTION 2. There shall be no strike, sympathy strike, slowdown, secondary boycott, picketing, work stoppage, sit-down strike, interruption or curtailment of work of any kind whatsoever, or limitation of service of any kind whatsoever during the term of this Agreement. The Union shall not call, authorize, approve, ratify, or sanction any strike, sympathy strike, slowdown, secondary boycott, work stoppage, sit-down strike, any interruption or curtailment of work, or limitation of service of any kind whatsoever during the

term of this Agreement and furthermore the Union will not call, authorize, approve, ratify, sanction, or engage in any picketing, patrolling, or Union publicity campaign against the Agency during the term of this Agreement. The Agency retains all rights to take all actions necessary to remedy any violation of this Article and subsection.

SECTION 3. The Union shall immediately disavow any conduct or acts prohibited by this Article as being in violation of this Agreement and the Union shall take immediate remedial action upon being notified of any such conduct or act. The Union shall undertake all acts within its power to cause the earliest cessation of such conduct and act.

SECTION 4. An employee shall not cause, instigate or take part in any way whatsoever in any strike, work curtailment or restriction of service or any other act prohibited by this Article. Any employee who engages in such conduct or acts or who induces or instigates same shall be subject to summary discharge or other discipline at the Agency's discretion. Any grievance filed under this Article shall commence at Step 3 of the grievance procedure.

Article No. 9 WORK RULES

SECTION 1. The Agency shall have the right to adopt, implement, delete, enforce, and change work rules, subject to and without violating the terms of this Agreement.

SECTION 2. At the time the Agency adopts, deletes or changes any work rule, it shall provide a copy of the rule to the designated Union representative, and shall post the work rule in a prominent place at the Agency's facilities. The Agency shall provide a fourteen (14) calendar day notice of proposed work rule changes when reasonably possible in the judgement of the Agency, and excluding situations where prompt action is required.

Article No. 10 WORKING HOURS

SECTION 1. The standard work day shall be eight (8) consecutive hours in a twenty-four (24) hour period and the standard work week shall be forty (40) hours per week. An employee may work a lesser or greater number of consecutive hours in accordance with the schedule in effect pursuant to Section 2 of this Article, or as agreed between the employee and the Agency.

SECTION 2. The Agency shall have the ability to make and change the schedule provided the Agency advises the Union of the changes at least fourteen (14) calendar days in advance of implementation and adheres to the following guidelines:

Employees should have at least two consecutive days off during the pay period.

Employees should not be scheduled for more than seven consecutive days.

Employees who wish to or must work a double shift will be entitled to a minimum of 10 hours off between shifts at their request.

Schedules should create stable work groups (the same people work together on the same days and shifts).

Schedules should accommodate full-time work whenever possible.

When part-time positions are needed, they should maximize the number of hours to assure eligibility for benefits.

Reserve Employees must maintain a minimum number of two shifts or eight hours per month.

Schedules will be straight days, evenings or nights and whenever possible have the same days from pay period to pay period.

SECTION 3. Positions on the schedule will be assigned to each employee on the basis of employee preference. In the event two or more employees want the same position, the employee with the greatest seniority will be given the position. For purposes of this Article, seniority is hereby defined as the number of paid non-overtime hours since the most recent date of hire. Full-time employees will be given the first opportunity to select the position of their choice based upon seniority, followed by part-time employees.

SECTION 4. Any open shifts created by sick leave or EPL will be filled by offering them to part-time employees on a seniority basis.

SECTION 5. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week, or of days of work per week, for any employee.

SECTION 6. Each employee who is assigned a shift of less than twelve (12) hours and who is not assigned to direct care responsibilities shall be assigned, by the Agency, a thirty (30) minute unpaid meal. Employees assigned to direct care responsibilities who are assigned an eight-hour shift, shall have a thirty (30) minute paid meal included in their shift. Employees assigned a twelve (12) hour or longer shift shall have a thirty (30) minute paid meal period included in their shift. Such employees are allowed to take their meal period away from the household to which they are assigned. All employees must take their meal period on Homeward Bound premises.

SECTION 7. All employees shall be assigned without loss of pay, one fifteen (15) minute rest period during each scheduled four (4) hour work period. All employees must take their rest periods on Homeward Bound premises.

SECTION 8. In the event two employees wish to trade assigned shifts, they may sign a letter of agreement to that effect, which must then be approved by the supervisor. Such agreement may not be in effect longer than three (3) months, but may be renewed at the end of that time. In the event one of the employees trading positions terminates employment or takes a new position, the agreement terminates and the other employee reverts to his or her original position on the master schedule.

SECTION 9. An employee, with the approval of the supervisor, may combine two available part-time positions which total no more than forty (40) hours per week. An employee combining such schedules may voluntarily agree to work more than two (2) out of four (4) weekends, but such employee shall not be required to work more than two (2) out of four (4) weekends. Such an agreement may not be in effect longer than three (3) months but may be renewed at the end of that time.

SECTION 10. The Agency has the right to require each employee to work overtime. Consistent with the needs of the Agency and its residents, the Agency shall offer and require overtime work as equally as possible among employees doing the same kind of work. Employees shall not be required to take time off in lieu of overtime pay. Employees required to work three (3) or more hours beyond the end of their scheduled shift shall be entitled, if the employee so desires and so notifies his or her supervisor at the time it becomes known that the required shift extension will equal three (3) hours, to have a minimum of ten (10) hours off before the employee's next shift. Employees will not be required to work in excess of sixteen (16) consecutive hours without being paid double time for those hours in excess of sixteen (16). If an employee refuses to work the required hours beyond the end of the regular shift, it is considered an immediate voluntary resignation of employment.

SECTION 11. One and one-half (1-1/2) times the employee's straight-time base rate will be paid for all hours worked in excess of 40 hours in the seven-day period beginning Sunday and ending Saturday.

SECTION 12. An employee who reports to and begins work for a regularly scheduled shift and who is sent home (for reasons unrelated to misconduct or an Act of God) before the midpoint of the scheduled shift shall be paid for one-half (1/2) of the shift; an employee who works past the midpoint of the scheduled shift before being sent home (for reasons unrelated to misconduct or an Act of God) shall be paid for the full shift.

Mandating is the term used when the Employer requires, i.e. mandates, an employee to work beyond their normal scheduled shift depending on staffing situations and to maintain required minimum-staffing ratios.

Article No. 11 SHIFT AND WORK ASSIGNMENT

Except in emergency situations, in scheduling the days and shifts of operation and making shift assignments, the Agency shall adhere to the following principles:

A. Each schedule shall cover a two-week period and shall be posted and made available to employees and the Union at least two weeks in advance of its effective date;

B. Schedules shall not be changed after posting except in cases of emergency or agreement between the Agency and employees;

C. Each employee shall work a minimum of 44 weekend shift per year. Without reducing the number of weekend shifts worked below 44, each employee shall be permitted to take planned earned paid leave for two weekend shifts per quarter without picking up a replacement weekend shift. Each employee taking unplanned or additional earned paid leave on a weekend day or days shall be expected to work a replacement weekend day or days and each employee working an additional unscheduled weekend day or days shall be entitled to have a corresponding weekend day or days off if requested;

D. Subsection C of this Article shall not apply to non-direct care positions customarily scheduled for weekends off except that persons in such positions are not excluded from occasional or emergency weekend work.

E. Each employee shall work no more than seven (7) consecutive days; and

F. No employee shall be scheduled for a split shift except by mutual agreement between the Agency and the employee or in the case of an emergency.

Article No. 12 HOLIDAYS

SECTION 1. For purposes of compensation, holidays shall include the following days:

New Year's Day
Memorial Day
Fourth of July
Christmas Eve

Labor Day
Thanksgiving Day
Christmas Day
New Year's Eve

SECTION 2. Employees actually working on a holiday shall be paid one-half times their normal rate of hours worked on the holiday. Employees not actually working on a holiday shall not be paid for the day unless they are eligible for and have used earned paid leave.

SECTION 3. Full-time employees shall not be required to work more than six (6) holidays in any calendar year. Part-time employees shall not be required to work more than four (4) holidays in any calendar year.

Article No. 13 WAGE RATES

SECTION 1. The wage schedule for employees covered by this Agreement shall be as set forth in the schedule attached to and hereby incorporated as part of this Agreement. The applicable wage schedule shall determine the base (starting) rate of pay for all bargaining unit employees.

SECTION 2. Employees starting their shift between 10:45 p.m. and 5:30 a.m. shall receive an additional two dollars (\$2.00) per hour for hours actually worked until 9:00 a.m. Shifts starting after 5:30 a.m. do not receive the differential.

SECTION 3. Employees working from 5:00 a.m. Saturday through 10:45 p.m. Sunday shall receive an additional twenty-five cents (\$0.25) per hour for hours actually worked in the specified time frame. This does not apply to the designated every weekend

SECTION 4. Employees (a) regularly scheduled to work a minimum of two six (6) or eight (8) hour shifts every weekend and (b) actually working a minimum of 12 or 16 weekend hours shall be paid time and one-half for the weekend hours actually worked. The positions governed by this section are positions with scheduled hours every weekend and are known as "weekend positions".

SECTION 5. Pay days shall be established on a regular two (2) week period. The payroll period shall begin on a Sunday and end on a Saturday. Payroll checks shall be issued no later than 10:00 a.m. on the Friday following the end of the pay period. If using Automatic Deposit, there is no guarantee of this time.

SECTION 6. Effective, the first full pay period of April 2018 the wage for all currently employed in the bargaining unit will increase by \$.25. Salary Schedule for starting wage for the Direct Service Staff and Maintenance Aide will be \$10.75. Salary Schedule for Service Coordinator starting wage will be \$11.75

Article No. 14 PROBATION

SECTION 1. Each employee shall be on probation during his first sixty (60) actual work days of employment by the Agency.

SECTION 2. Any employee may be discharged during his probationary period for any reason whatsoever with or without cause and without recourse. The grievance procedure (Article 18) shall not apply to any probationary employee and the discharge of any probationary employee is not grievable.

SECTION 3. Upon satisfactory completion of his probationary period an employee shall be considered a regular employee and his seniority shall date from the beginning of that probationary period.

SECTION 4. If an employee is re-hired by the Agency after cessation of a prior period or periods of employment by the Agency, he shall be required to successfully complete a new probationary period and his seniority shall date from the beginning of that new probationary period. This Section 4 shall not apply in the case of return from an approved leave of absence or recall from layoff.

Article No. 15 JOB TRANSFERS

SECTION 1. Each employee shall have the opportunity to request a transfer to a different position. The Agency shall have the right to consider and grant or deny such a request at its sole discretion.

SECTION 2. Subject to Section 1 above, an employee wishing to transfer shall be permitted to fill out a transfer request on a form provided by the Agency, indicating the particular job assignment desired by the employee. The Agency, in its sole discretion, may consider such a request as one factor in making job assignments. The Agency shall inform the employee of the status of her transfer request within ten (10) days of its receipt.

SECTION 3. Those transferring from a position to a DSS position will receive the base wage plus two percent (2%) for each full-time equivalent year of Homeward Bound experience, up to a maximum of 10 percent (10%).

Article No. 16 SENIORITY

SECTION 1. Seniority shall mean the length of continuous service as an employee of the Agency, and shall be based upon non-overtime compensated hours from the date of most recent hire. An employee granted leave(s) of absence pursuant to Article 22 shall not accumulate additional seniority during any period(s) of leave.

SECTION 2. An employee who has not successfully completed the probationary period described in Article 14 shall have no seniority rights.

SECTION 3. An employee shall lose all seniority rights if the employee:

- (a) Voluntarily quits;
- (b) Is discharged;
- (c) Is not recalled after twenty-four (24) consecutive months' layoff or the length of the employee's seniority, whichever is less;
- (d) Does not return to work after layoff within five (5) working days after mailing of a written notice of recall sent by certified mail to the last known address as recorded in his personnel file.

SECTION 4. The Agency shall provide the Union with an updated seniority list on a semi-annual basis.

Article No. 17 LAYOFF AND RECALL

SECTION 1. An employee has seniority rights in particular positions for purposes of layoff and recall as defined in this Article.

SECTION 2. Layoffs shall be made in inverse order of seniority, with the employee with the least time in the position being the first to be laid off; provided that if the Agency determines that the remaining employees are not sufficiently qualified to do the work, layoffs shall be made in the order determined by the Agency, with the Agency's determination of qualifications subject to review under the grievance procedure.

SECTION 3. An employee laid off from a position shall be entitled take (a) any open position in the Agency for which he is qualified and is the person bidding with the longest period of continuous service at the Agency or (b) any position he previously held which is occupied by a person with less time in the position that the employee scheduled for layoff had in the same position. An employee displaced by this exercise of seniority rights shall in turn be able to exercise seniority rights in accordance with this procedure.

SECTION 4. Recall shall be made in the inverse order of layoff within a position; provided that if the Agency determines that the employee eligible for recall on seniority grounds is not sufficiently qualified to do the work, recall shall take place in the order determined by the Agency, with the Agency's determination of qualifications subject to review under the grievance procedure.

SECTION 5. An employee who has not successfully completed his probationary period shall have no rights under this Article.

SECTION 6. Except in emergency situations, the Agency will give at least two (2) weeks' notice in writing and copied to the union of its intention to lay off employees.

Article No. 18 ADJUSTMENT OF GRIEVANCES

SECTION 1. A grievance shall be limited to a good faith complaint by an employee that the Agency has violated or failed to apply correctly a specific provision or provisions of this Agreement. A past practice related to a specific provision or provisions of this Agreement can be considered as evidence of whether the specific provision or provisions of this Agreement have been violated or applied correctly.

SECTION 2. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Agency of this Agreement. As the representative of the employees, the Union has the exclusive right to decide how and whether to process grievances through the grievance procedure, including arbitration, in accordance with this Agreement and to adjust or settle the same.

SECTION 3. Grievances shall be handled and processed in accordance with the following procedure:

Step 1. The grievance shall be reduced to writing and presented to the work area supervisor within seven (7) calendar days after the occurrence of the event on which the grievance is based. The supervisor to whom the grievance is referred shall give his answer within seven (7) calendar days after receipt of the grievance.

Step 2. If a satisfactory adjustment of the grievance is not reached in Step 1 above, the grievance shall be submitted to the Executive Director or other designee of the Agency within seven (7) calendar days after issuance of the answer of the work area supervisor. Within seven (7) calendar days of receipt of the grievance by the Agency representative pursuant to this Step 2, a meeting will be scheduled to discuss the matter between a representative of the Agency and the Union. The aggrieved employee may be present, if he desires, or if requested by either party. The Executive Director or his designee will give the Agency's position within seven (7) calendar days after the meeting.

Step 3. If the grievance has not been satisfactorily settled at Step 2 above, and the matter is one subject to arbitration, as provided for in this Agreement, the Union may, within fourteen (14) calendar days after receipt of the answer of the Executive Director or his designee, as referred to in Step 2, demand in writing to arbitrate the grievance, pursuant to Article 19.

SECTION 4. The failure of the Agency or its designated representative to respond to a grievance or to give the Agency's position within the time periods provided in this Article shall be regarded as a denial of the grievance in all respects.

SECTION 5. The time limits in any of the steps to the grievance and arbitration procedures are mandatory and may be extended only by written mutual agreement.

Failure to follow time limitations shall result in the grievance being permanently barred, waived, and forfeited, and it shall not be submitted to arbitration.

SECTION 6. All grievance pending as of the date of this Agreement have been resolved, except for any grievances listed in the attached Schedule B. By separately identifying any grievances on Schedule B, neither party makes any admission of any kind.

Article No. 19 ARBITRATION

SECTION 1. If written notice of a desire to arbitrate is not given within the time limit set forth in Article 18, Section 3, Step 3, then the Agency's decision shall be final and binding. Only matters which come within the specific definition of a "grievance" as set forth in Section 1 of Article 18 and which have been properly processed through the regular grievance procedure as set forth therein shall be considered.

SECTION 2. If the Union demands arbitration, the Union shall request in writing that the Minnesota Bureau of Mediation submit a panel of at least seven (7) arbitrators, no later than thirty (30) days after the request by the Union to Arbitrate. The Agency and the Union shall each have the right to reject one (1) such panel from the Minnesota Bureau of Mediation. The parties will select an Arbitrator by alternately striking names from the panel, with the party bringing the matter to arbitration striking the first name from such list. The Arbitrator remaining shall be designated as the Arbitrator to consider the matter in dispute.

SECTION 3. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and notice of intent to arbitrate, and the arbitrator shall have no power to decide any other issues.

SECTION 4. It is expressly agreed and understood that the decision of said Arbitrator shall be final and binding upon all parties.

SECTION 5. Either party shall have the right to have a Court Reporter or other qualified stenographer prepare a stenographic record of any arbitration proceeding at its own expense.

SECTION 6. All fees and expenses incurred for the services of the Arbitrator shall be divided equally between the parties. The fees and expenses incurred by each party in the presentation of its case shall be borne solely by the party incurring the fee of expense.

Article No. 20 DISCIPLINE AND DISCHARGE

SECTION 1. This Article does not apply to an employee who is on probation as defined in Article 14 of this Agreement.

SECTION 2. The Agency may discipline or discharge an employee for just cause. For purposes of this Article, it is expressly agreed that just cause includes, but is not limited to, substantiated abuse, substantiated neglect, financial exploitation, safety violations creating a risk to residents or others, and violations of regulatory or licensing requirements.

SECTION 3. In all cases of discharge or discipline, the Agency shall notify the discharged or disciplined employee in writing of his discharge or discipline within three (3) days of the discharge or discipline. A copy shall be sent to the Union.

SECTION 4. In the event that the Union desires to protest the discharge or discipline of an employee, such protest shall be filed in writing with the Agency within seven (7) calendar days from the date the notice of discipline and/or discharge issues. The matter shall be taken up in accordance with the machinery for the adjustment of grievances, commencing at Step 2. Discharge cases shall take precedence for disposition under said grievance procedure.

SECTION 5. Employees have a right to the presence of a Union representative during any meeting during which discipline will be imposed. The employee will be informed of these rights prior to the meeting and it is the employee's responsibility to retain a representative.

Article No. 21 SAFETY AND DISABLED EMPLOYEES

SECTION 1. The Agency shall take the steps which are reasonable and necessary to provide a safe workplace for employees. Among other things, the Agency shall have the right to train employees, to require use of personal protective devices and equipment, to install and/or require the use of devices and equipment for safety purposes, to install and/or require the use of apparatus for detecting or monitoring hazards, and to make, keep and use safety records.

SECTION 2. The Agency shall take the steps necessary to reasonably accommodate any disabled employee.

SECTION 3. The Union shall cooperate fully with the Agency in its efforts to provide a safe workplace for employees and shall advise the Agency immediately of any all hazards, risks and unsafe conditions in the workplace.

SECTION 4. The Union shall take, and cooperate with the Agency in taking the steps necessary to reasonably accommodate any disabled employee.

SECTION 5. Every employee shall immediately report to the Agency any and all known hazards, risks and unsafe conditions in the workplace.

Article No. 22 LEAVE OF ABSENCE

SECTION 1. Unpaid leaves of absence not to exceed one hundred twenty (120) days may be granted by the Agency. Any request for such a leave of absence must be in writing to the Agency and shall state the reasons for the request.

SECTION 2. For leaves of absence in excess of thirty (30) days, an employee must give the Agency notice in writing one week before returning to work.

SECTION 3. Any employee falsifying his reasons for a leave of absence or any employee failing to return at the expiration of the leave of absence shall lose his seniority rights and shall be considered as terminated.

SECTION 4. If the request for a leave of absence is based on personal illness or physical disability, including pregnancy, which has exhausted or will exhaust all accumulated earned paid leave, the Agency shall grant up to forty-five (45) days unpaid leave of absence for all employees who have six (6) or more calendar months of service. Such leave can be extended by agreement of the Agency and the employee.

SECTION 5. The Agency may grant leaves of absence of thirty (30) days when the leave is occasioned by the employee's acceptance of another position within the Agency, but outside the bargaining unit.

SECTION 6. An employee returning from a leave of absence of greater than forty-five (45) days shall be assigned the same number of hours as she worked prior to the leave, the same shift if possible, and to an available position as similar in duties to that held before the leave began as is reasonably possible. An employee returning from a leave of absence of forty-five (45) days or fewer shall be assigned to the same schedule, shift, and position, if it still exists, as that held before the leave began.

SECTION 7. Members of the bargaining unit shall be entitled to family and medical leave in compliance with federal and state law. The Agency shall maintain a policy that complies with the relevant statutory provisions. The Agency and the Union agree to cooperate in complying with terms of the relevant laws. If the Agency intends to make any change in its policy, it shall advise the Union 30 days in advance of the effective date for the change.

Article No. 23 EARNED PAID LEAVE

SECTION 1. Earned paid leave is provided in place of holidays, vacation, sick leave, leave of absence, bereavement and personal days. Employees shall not begin to accrue earned paid leave until successful completion of the probationary period. Earned paid leave is acquired according to the following schedule:

Employees hired before April 1, 1998

Full-time Equivalent Year of Employment	Factor	Maximum Allowed Full-Time Employees/per Pay Period	Maximum Allowed Full-Time Employees/Annual Basis
1-4	.0962	7.70 hours	200 hours
5-9	.1154	9.23 hours	240 hours
10-14	.1346	10.77 hours	280 hours
15+	.1538	12.31 hours	320 hours

Employees hired after April 1, 1998

Full-time Equivalent Year of Employment	Factor	Maximum Allowed Full-Time Employees/per Pay Period	Maximum Allowed Full-Time Employees/Annual Basis
1-4	.0769	6.2 hours	160 hours
5-9	.0962	7.7 hours	200 hours
10-14	.1154	9.23 hours	240 hours
15+	.1346	10.77 hours	280 hours

SECTION 2. Part-time employees shall accrue earned paid leave on a pro-rated basis according to the schedule in Section 1 above. For purposes of accrual, one full-time equivalent year of employment shall consist of 2,080 hours worked. Effective December 23, 2012, reserve employees will no longer be eligible to earn earned paid leave or EPL.

SECTION 3. Earned paid leave shall be paid only for hours that an employee was regularly scheduled to work, but did not do so in accordance with the provisions of this Article.

SECTION 4. Employees shall not be able to carry over more than 200 hours of earned paid leave benefits into the following year. For purposes of this section, the year begins on the anniversary of an employee's initial employment date. Any earned paid leave in excess of 200 hours will be paid out to the employee the pay period following the anniversary date.

SECTION 5. In order to apply earned paid leave hours to a particular absence from work, an employee must comply with the following requirements, including for scheduled earned paid leave absences obtaining advance approval of the leave from his supervisor. In deciding whether to approve an earned paid leave request, a supervisor shall be entitled to consider the effect the employee's absence will have on staffing.

In order to use earned paid leave or a scheduled absence (for example, with a vacation, holiday, or personal day), an employee must make a written request to his supervisor at least two weeks before the desired dates (except in emergency situations). Except in emergency situations, for non-scheduled earned paid leave days (for example, with an illness), an employee must notify his supervisor or the supervisor's designee at least three hours before the work shift for which the employee intends to be absent. Such notice may be by telephone. Employees shall provide as much notice as possible to the supervisor or designee.

Successive single earned paid leave days (for example, a continuing illness) must be requested daily, unless an alternate arrangement has been authorized by the supervisor or designee. Failure to give appropriate notice will be considered a violation of policy and will subject an employee to appropriate disciplinary action. An employee who misses three or more scheduled work shifts for illness-related reasons may be required to provide a doctor's explanation before returning to work or receiving earned paid leave payments.

SECTION 6. Upon receipt of a written request for earned paid leave, the supervisor will review the request and notify the employee of approval or denial within seven days of receipt of the request (Except in emergency situations).

SECTION 7. In order to receive earned paid leave benefits, employees must complete appropriate forms indicating the specific dates and shifts or times for which they are claiming earned paid leave, and such forms must be submitted to the supervisor prior to payment.

SECTION 8. An employee who terminates employment will receive payment for the earned paid leave benefits that have been earned up to the date of termination.

SECTION 9. An employee with planned and approved earned paid leave during a pay period can elect not to receive earned paid leave for the scheduled absence if the employee actually works an additional shift of equal or greater length during the same period.

Article No. 25 JURY DUTY

SECTION 1. When an employee eligible for jury service is called and reports for such service, he will be reimbursed by the Agency for the difference between the amount paid by the government for such service and the time lost from his job, up to a maximum of an employee's regularly scheduled shift at his straight-time hourly rate and for no more than ten (10) working days per calendar year. In no case will premium pay or overtime pay be a consideration in arriving at the above referenced difference in pay.

SECTION 2. Hours served on jury duty will not be counted in computing overtime hours.

Article No. 26 INSURANCE AND PENSION BENEFITS

SECTION 1. Any employee who works an average of at least sixty (60) hours per pay period for two (2) consecutive months with a minimum of sixty (60) hours worked in each pay period shall be eligible for enrollment in the Agency's group term life insurance program, provided that such eligibility shall terminate upon the failure to work an average of sixty (60) hours per pay period for two (2) months. The Agency shall pay the total premium. The coverage shall provide a minimum of fifteen thousand dollars (\$15,000) or one (1) times the employee's annual earnings, rounded to the nearest exact multiple of one thousand dollars (\$1,000). The coverage shall become effective on the first of the month following the month in which the employee meets the eligibility criteria.

SECTION 2. Any employee who works an average of at least sixty (60) hours per pay period for two (2) consecutive months with a minimum of sixty (60) hours worked in each pay period shall be eligible for enrollment in the Agency's hospitalization and medical insurance health care plans, provided that such eligibility shall terminate upon the failure to work an average of sixty (60) hours per pay period for two (2) months. The coverage shall become effective on the first of the month following the month in which the employee meets the eligibility criteria. The provisions of the plans in effect as of the effective date of this Agreement may be changed by providing notice to the Union. Premiums for employees electing coverage shall be as follows:

	Agency % of Premium Paid	Employee % of Premium Paid
Single Coverage	75%	25%
Two-Person Coverage	50%	50%
Family Coverage	50%	50%

SECTION 3. Any employee who works an average of at least sixty (60) hours per pay period for two (2) consecutive months with a minimum of sixty (60) hours worked in each pay period shall be eligible for enrollment in the Agency's dental insurance plan, provided that such eligibility shall terminate upon the failure to work an average of sixty (60) hours per pay period for two (2) months. The coverage shall become effective on the first

of the month following the month in which the employee meets the eligibility criteria. The provisions of the plan in effect as of the effective date of this Agreement may be changed by providing notice to the Union. Premiums for employees electing coverage shall be as follows:

	Agency % of Premium Paid	Employee % of Premium Paid
Single Coverage	100%	0%
Family Coverage	50%	50%

SECTION 4. All employees are eligible to contribute to the 403B, a taxed deferred (TDA). After sixty (60) days of employment, an employee is automaticall enrolled unless the employee chooses to opt out. The Agency will match employee contributions in accordance with the following schedule:

Year of Service	Employee Contributions
After 2 years and before 4 years	2% of employee's annualized wages
After 4 years and before 6 years	3% of employee's annualized wages
After 6 years	4% of employee's annualized wages

The employee's contribution is 100% vested as it is contributed.

SECTION 5. The Agency shall continue to offer the existing Internal Revenue Code, Section 125 "pre-tax" premium conversion payroll deduction as long as authorized by law in the same circumstances.

Article No. 27 BULLETIN BOARD

A bulletin board shall be made available to the Union for the purpose of posting business notices in each facility covered by this Agreement.

Article No. 28 EVALUATIONS

The Agency shall be permitted to adopt and implement a system of employee evaluation. If the Agency does so, such evaluations will normally be conducted on an annual basis. The employee shall acknowledge such evaluation by signature to indicate that it has been reviewed with her and may add any comments she wishes to the evaluation, and upon request shall be provided with a copy of the evaluations.

Article No. 29
INFECTIOUS/COMMUNICABLE DISEASE AND IMMUNIZATION

Any employee who has a communicable or infectious disease shall be relieved from performing duties until such time as the employee is both medically able and certified by a licensed physician to return to work. This relief from duties shall be without pay.

Article No. 30 ON-CALL

SECTION 1. On-call is defined as the scheduled state of availability, outside the scheduled hours of work, to return to work within one (1) hour of being called.

SECTION 2. An employee in on-call status will be compensated at twenty-five percent (25%) of the employee's regular hourly rate for each hour in on-call status.

SECTION 3. Any employee in on-call status who is called and who reports to work shall be guaranteed a minimum of three (3) hours work or pay at the applicable rate of pay.

Article No. 31 TELEPHONE USAGE

Regular telephone lines shall be maintained for official business. Telephone usage for personal calls by an employee, except in cases of business or personal emergency, is discouraged. Messages for employees will be taken and transmitted to the employee within a reasonable period of time. Employees are not to bring personal cell phones or any audio/video equipment into the buildings. Pagers at work need to be put on silent mode.

Article No. 32 EMPLOYEE MEETINGS

SECTION 1. Meetings or training sessions scheduled by the Agency, which are designated mandatory, must be attended by employees under the following guidelines:

- A. Notice of the meeting must be given to each employee required to attend;
- B. The notice must contain a statement that the meeting is mandatory;
- C. The notice must be given at least three (3) days prior to the date of the meeting; and
- D. Employees who have a valid reason for being unable to attend that is communicated and approved in advance will be excused and no disciplinary action will be taken against them.

Employees attending mandatory meetings will be paid the appropriate rate as if they were working during the time of the meeting.

SECTION 2. Employees can choose whether to attend meetings that are designated as optional. No employee will be disciplined for failure to attend optional meetings.

Article No. 33 USE OF TOBACCO, ALCOHOL, CONTROLLED SUBSTANCES AND FIRE ARMS/WEAPONS

The Agency's facilities are a smoke-free environment. No smoking will be allowed by any employee or visitor in the Agency's buildings. Smoking will be permitted only within designated areas outside of buildings. Use of alcohol or controlled substances is prohibited while on duty on Agency property, or engaged in individual service-related activities. The Agency prohibits all employees from carrying, possessing or using firearms or any other weapons while on company premises (excluding lawful possession in parking areas), while operating company vehicles or while engaged in any company business off the premises. This applies to all employees, including those who have a valid permit to carry a concealed weapon. Violation of this policy will result in discipline up to and including termination of employment.

Article No. 34 PERSONNEL FILES

Access to personnel files shall be restricted to authorized management personnel, the employee, and/or Union representative when authorized in writing by the employee. An employee shall have the right, upon request, to review his or her personnel file and may be accompanied by an Union representative. Upon request, the Agency shall make a copy of documents in a personnel file and furnish such copies to the employee or Union.

Article No. 35 DRESS CODE

Cleanliness and neat appearance are important for all staff to ensure the safety of the individuals, to ensure a clean, home-like environment and to project a positive image to the community. Health Department regulations require all staff to wear appropriate footwear at all times. Sandals and clog-like footwear are not permitted while on duty by Direct Services, Health Services, Housekeeping/Maintenance, and Dietary Staff. Athletic, loafers, or "duty" shoes are recommended.

Article No. 36 SEPARABILITY

SECTION 1. Should this Agreement or any part hereof be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement be as narrowly construed as possible and shall not invalidate the remaining portions hereof, but they shall remain in full force and effect.

Article No. 37 DURATION

This Agreement shall remain in full force and effect from the date of signing until Midnight on MARCH 30, 2019

To reopen the contract, either party must give sixty (60) calendar day notice in writing by certified mail to the other party prior to Midnight of March 30, 2019 or any annual renewal date thereafter, of its desire to amend, modify, or terminate this Agreement.

Notices pursuant to this Article shall be effective upon deposit in the U. S. mail and shall be given to the parties at the below designated addresses:

Union: AFSCME MN Council #65/Local 105
118 Central Avenue
Nashwauk, Minnesota 55769

AGENCY: Homeward Bound, Inc.
13895 Industrial Park Blvd,
Suite 100
Plymouth, Minnesota 55441

HOMeward BOUND, INC.

By *Donald P. R.*

Its CEO

Dated: 7/12, 2018

AFSCME MN Council #65/Local 105

Sheila M. Pokorny

Staff Representative

Dated: July 13, 2018

No outstanding grievances.

SCHEDULE B

SALARY SCHEDULE

DIRECT SERVICE PERSONNEL

STARTING WAGE

Service Coordinator	\$11.75
Direct Service Staff	\$10.75

MAINTENANCE PERSONNEL

Maintenance Aide	\$ 10.75
------------------	----------

Exhibit B

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

This is to affirm Homeward Bound, Inc.'s policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes 363.A36.

Homeward Bound, Inc. will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, gender identity or status with regard to public assistance, veteran status, familial status or any other class protected by local, state or federal law.

Homeward Bound, Inc. will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.


Homeward Bound, Inc. will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Employment Opportunity and Affirmative Action.

Homeward Bound, Inc. fully supports incorporation of non-discrimination and Affirmative Action rules and regulations into contracts.

Homeward Bound, Inc. will hold management and supervisory personnel accountable for achieving these Affirmative Action objectives as well as other established criteria. Any employee of this organization, or subcontractor to this employer, who does not comply with the Equal Employment Opportunity Policies and Procedures as set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes 363A.36 will be subject to appropriate legal sanctions.

Homeward Bound, Inc. has appointed Director of Human Resources, Deb Voigt to manage the Equal Employment Opportunity Program. Her responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. The Chief Executive Officer of Homeward Bound, Inc. will receive and review reports on the progress of the program. If any employee or applicant for employment believes he/she has-been discriminated against, please contact Deb Voigt, 12805 Highway 55, Suite 400, Plymouth, MN 55441 or call 763/525-3186.


Donald Priebe, Chief Executive Officer


Date

Addendum

Attendance Point Bonus to the Attendance Procedure:

Effective in the first full pay period of August 2018, the following attendance point bonus will be added to the Employer's attendance procedure and will be applicable under the following circumstances.

A bargaining unit employee who is mandated to work 4 (four) or more hours beyond the end of their regularly scheduled shift, or 4 (four) or more hours beyond the end of a shift they voluntarily picked up, shall receive ½ point added to their total attendance point balance as an attendance bonus, unless the employee's attendance point balance is already at the total maximum points allowed.

A bargaining unit employee who picks up more than one shift outside of their regularly scheduled assignment within a single two-week pay period, either voluntarily or through a mandate, shall receive a ½ point attendance bonus for each such additional shift picked up, unless the employee's attendance point balance is already at the total maximum points allowed.

If a bargaining unit employee does not work all of their scheduled or additional picked up shifts during a pay period, unless otherwise legally excused, attendance point loss will occur in accordance with the terms of the Employer's Attendance Procedure and the employee will not be eligible for any attendance point bonus(es) for picking up an additional shift(s) or mandated shift during that pay period. Some causes for not earning this ½-point attendance bonus include, but are not limited to, otherwise unexcused unplanned absence, late arrivals, early departures, unapproved schedule variances or unplanned absences during that pay period.

The rules of this procedure is non-grievable.

This is a pilot project to end on March 30, 2019.