

AGREEMENT BETWEEN
LOCAL UNION 510, AFSCME COUNCIL 65, AFL-CIO
Courthouse Chapter

AND THE
COUNTY OF KOOSKIPING

January 1, 2018 through December 31, 2020

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AGREEMENT

This agreement, effective January 1, 2018 and ending December 31, 2020 is entered into between the County of Koochiching, hereinafter referred to as the Employer and Local 510 of the American Federation of State, County and Municipal Employees, Council 65, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE I PURPOSE OF AGREEMENT

Section 1. It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties hereto.

Section 2. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee through the Union or a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

ARTICLE II DEFINITIONS

Section 1. The terms used in this Agreement shall be defined as follows:

- A. Base Pay Rate: The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.
- B. Classification: Job title.
- C. Continuous Service: Unceasing service as a permanent employee from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.
- D. Days: Unless otherwise indicated, means working days (Monday through Friday, exclusive of holidays). For benefit purposes, a day shall mean eight (8) hours for normal 40 hour week schedule employees.
- E. Demotion: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.

- F. Department: A division of Koochiching County government.
- G. Emergency: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action.
- H. Employee: A member of the exclusively recognized bargaining unit defined in Agreement.
- I. Employer: Koochiching County Board of Commissioners and its designated representatives.
- J. Full Month of Service: One (1) calendar month of continuous service.
- K. Layoff: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- L. Leave of Absence: An approved absence from work duty during a scheduled work period with or without compensation.
- M. Permanent Employee: A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.
- N. Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- O. Pyramiding: The payment of more than one form of premium compensation for the same hours of work.
- P. Seniority: Length of service established by Article XIII.
- Q. Transfer: A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- R. Union: Local 510, American Federation of State, County and Municipal Employees, Council 65, AFL-CIO.

- S. Union Member: A member of Local 510, Council #65, American Federation of State, County and Municipal Employees, AFL-CIO.

ARTICLE III ANTI-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in each bargaining unit without discrimination as to age, sex, sexual orientation, marital status, familial status, status with regard to public assistance, membership or activity in a local commission, race, color, creed, religion, disability, national origin, genetic information, or any other classification protected by law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. The provisions of this Article shall not be subject to the arbitration provisions of the grievance procedure.

Section 2. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any employer representative against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.

Section 3. The Union accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in each bargaining unit without discrimination, interference, restraint or coercion because of membership or non-membership in the Union.

Section 4. Employees covered by this Agreement shall perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees, the general public and/or clients.

ARTICLE IV RECOGNITION

Section 1. The Employer hereby recognizes Local Union No. 510 of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes of all the employees of Koochiching County, Minnesota, in the unit determined by the Minnesota Bureau of Mediation Services.

Section 2. During and for the duration of this Agreement, the Employer will not enter into, establish or promulgate any resolution, agreement, or compact with or affecting employees in the bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agent for such employees.

**ARTICLE V
RESPONSIBILITY OF PARTIES**

Section 1. The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section 2. The Union, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

Section 3. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- A. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.
- B. There shall be no interference with the rights of employees to become or continue as members of the Union.

**ARTICLE VI
CHECKOFF OF UNION DUES**

Section 1. The Employer agrees to deduct from the paycheck of each employee who has signed an authorization, a payroll deduction to be made each month beginning with the month specified on the payroll deduction card. Not later than the 10th of the following months, such deductions shall be transmitted to the Union, along with a list of names of the employees from whom such pay deductions were made.

Section 2. If an employee desires to terminate deductions of Union dues from the employee's payroll check, the employee shall notify the Secretary of the Union and County Coordinator, in writing, thirty (30) days prior to this termination.

Section 3. The Union may require the Employer to deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3 (1986).

Section 4. The Employer's obligation to provide for dues deduction and/or fair share fee assessment shall continue only for the period of time that such deductions and assessments are non-negotiable and required by PELRA.

Section 5. The Union agrees to hold the Employer and its agents harmless against any and all claims arising from the implementation of any provision of this Article.

Section 6. The Employer shall provide for up to three (3) members of the Union's negotiating committee time off with pay to meet and negotiate with the Employer concerning terms and conditions of employment for employees in the bargaining unit if the Employer causes a negotiation session to be scheduled during normal working hours. If mediation is scheduled, the Employer shall attempt to have that session scheduled at other than normal working hours, but shall not be responsible for compensation of committee hours outside the normal working hours. Employees shall take their rest breaks and lunch period during any negotiation or mediation session at times to be determined at the start of each session.

ARTICLE VII HOURS OF WORK

Section 1. Courthouse Clerical Employees and Deputy Land Commissioner: The normal hours of work shall be forty (40) hours per week, and the regular starting time shall be 8:00 a.m., ending at 4:30 p.m., allowing one-half (1/2) hour for lunch period. Subject to Department Head approval, a one (1) hour lunch may be scheduled consisting of the morning and afternoon rest breaks and the one-half (1/2) hour unpaid lunch period. The normal work days for the work week shall be Monday through Friday.

Section 2. Courthouse Custodial Employees: The normal hours of work shall be forty (40) hours per week. Employees shall be subject to a scheduling procedure established and maintained to provide fair and equitable hours of work and the distribution of responsibility in accordance with the service required.

Section 3. Foresters and Appraisers: The normal hours of work shall be forty (40) per week. Work schedules shall be established by the Department Head and may be changed upon twenty-four (24) hours advance notice, except when a shorter notice is given due to an emergency. (A change in schedule which is made solely for the purpose of avoiding overtime is not considered an emergency.)

Section 4. In all departments, employees shall be allowed two (2) fifteen (15) minute rest periods in each full work day at times designated by the immediate supervisor or department head.

Section 5. This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week. In a layoff situation the Employer will eliminate positions prior to reducing hours.

**ARTICLE VIII
OVERTIME**

Section 1. Overtime: All hours worked in excess of forty (40) per week shall be considered overtime. All hours worked in excess of the normal work week must have prior approval and authorization by the employee's immediate supervisor or department head. For purposes of computing overtime, the work week shall begin at 12:01 a.m. Monday. (Employees in the Auditor's office may work on election night and take a similar number of hours off the next day without penalty to the employees or premium pay consequences to the Employer subject to approval of the Auditor.)

Section 2. Non-compensated leave of absence hours, compensatory time, funeral leave, vacation, sick leave, and jury service time shall not be included in the worked hours per week required to qualify for overtime premium. All other hours in compensated payroll status, including the floating holiday, shall be considered as hours of work required to qualify for overtime premium.

**ARTICLE IX
HOLIDAY PROVISIONS**

Section 1. All regular employees shall receive the following paid holidays provided said employees perform work or are on vacation in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day prior to and on their first scheduled work day following the holiday unless the employee is in active paid status.

The following days shall be paid holidays:

New Year's Day	January 1
Martin Luther King	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday After Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25

Floating Holiday Full-time employees (including probationary employees) shall receive a floating holiday. In order to be eligible for a floating holiday, an employee must be employed as

of January 1 of the year earned. A floating holiday will be forfeited if it is not used by December 31 in the year earned. The scheduling of a floating holiday is subject to the approval of the employee's supervisor.

Section 2. In the event New Year's Day, Independence Day, Veteran's Day or Christmas Day shall fall on a Sunday, the following Monday shall be a paid holiday; and if any of these shall fall on a Saturday, the preceding Friday shall be a paid holiday. In the event that Christmas Eve shall fall on a Saturday or Sunday, the preceding Friday shall be a paid holiday.

Section 3. Regular employees who are required by the Employer to work on any of the above holidays, except the floating holiday, shall be compensated at the rate of time and one half (1½) for their work that day in addition to their regular holiday pay.

Section 4. When a paid holiday falls on an employee's scheduled day off or during his vacation period, he shall receive an additional day of paid vacation.

ARTICLE X VACATIONS

Section 1. All permanent employees shall receive an annual vacation with pay based on a per pay period accrual of vacation hours figured at a rate dependent on years of service with the Employer. A pay period is defined as a two consecutive week period designated for payroll purposes. An employee who is in paid status five days or more during the pay period but less than ten days shall receive prorated vacation accrual. Employees will receive the next level of vacation earnings based on years of service, beginning with the first full pay period in the month in which they were hired.

Completed Years of Service	Rate of Accrual of Vacation Hours per Pay Period of Work	Hours Employees May Earn Per Year
0 through 5 th year	4	104
6 th through 10 th year	5	130
11 th through 15 th year	6	156
16 th through 20 th year	8	208
After 20 years	9	234

Section 2. A probationary employee may accrue vacation days at the rate of four (4) hours per pay period and may use vacation during the probationary period as provided in Article XVIII, Section 4.

Section 3. All employees who have used all of their accumulated sick leave days shall, at that time, if illness continues, be granted any vacation credits earned in that year, said vacation credits to be on a pro rata basis on the fraction of the year.

Section 4. Upon termination of employment for any cause, permanent employees shall be paid for any accumulated vacation credits including pro rata payments for periods of less than one (1) month. Payments shall be made to the employee's Post-Employment Health Care Savings Plan account for eligible employees unless the employee is determined by the Plan Administrator to be exempt from the Plan. Eligible employees are those who have a minimum of three (3) years of service with Koochiching County.

Section 5. All department heads will consult with their department employees as to when the employees desire to take their vacations. For each occurrence, employees taking vacation leave will not be allowed to take less than the base one-half hour but may take vacation in 15 minute increments thereafter.

Section 6. Employees may accumulate vacation leave during the calendar year but the maximum vacation accumulation will be reduced to two hundred forty (240) hours as of the end of the calendar year and any unused vacation in excess of two hundred forty (240) hours will be forfeited. Also, upon termination of County employment, payment for accumulated, unused vacation shall not exceed two hundred forty (240) hours.

Section 7. Sick leave accumulation and eligibility for bonus vacation shall be calculated as of the last day of the last pay period ending prior to the end of the month (the "accumulation date"). An employee who has sick leave earnings as of the accumulation date of more than the maximum accumulation of nine hundred sixty (960) sick leave hours shall receive four (4) hours of vacation (called "vacation bonus leave") for each eight (8) hours of sick leave earned, whereupon sick leave accumulation shall be reduced to a maximum of nine hundred sixty (960) hours. Maximum bonus vacation leave an employee may earn during the year is six (6) days (forty-eight (48) hours). Carryover of bonus vacation leave days from one year to the next will be allowed, with the cap not to exceed six (6) days (forty-eight (48) hours) at any one time.

ARTICLE XI SICK LEAVE

Section 1. Each employee shall be entitled to four (4) hours sick leave per pay period of continuous employment service. A pay period is defined as a two consecutive week period

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Section 2. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any employer representative against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.

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ARTICLE V
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ARTICLE VI
CHECKOFF OF UNION DUES

Section 1. The Employer agrees to deduct from the paycheck of each employee who has signed an authorization, a payroll deduction to be made each month beginning with the month specified on the payroll deduction card. Not later than the 10th of the following months, such deductions shall be transmitted to the Union, along with a list of names of the employees from whom such pay deductions were made.

Section 2. If an employee desires to terminate deductions of Union dues from the employee's payroll check, the employee shall notify the Secretary of the Union and County Coordinator, in writing, thirty (30) days prior to this termination.

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Section 6. The Employer shall provide for up to three (3) members of the Union's negotiating committee time off with pay to meet and negotiate with the Employer concerning terms and conditions of employment for employees in the bargaining unit if the Employer causes a negotiation session to be scheduled during normal working hours. If mediation is scheduled, the Employer shall attempt to have that session scheduled at other than normal working hours, but shall not be responsible for compensation of committee hours outside the normal working hours. Employees shall take their rest breaks and lunch period during any negotiation or mediation session at times to be determined at the start of each session.

ARTICLE VII HOURS OF WORK

Section 1. Courthouse Clerical Employees and Deputy Land Commissioner: The normal hours of work shall be forty (40) hours per week, and the regular starting time shall be 8:00 a.m., ending at 4:30 p.m., allowing one-half (1/2) hour for lunch period. Subject to Department Head approval, a one (1) hour lunch may be scheduled consisting of the morning and afternoon rest breaks and the one-half (1/2) hour unpaid lunch period. The normal work days for the work week shall be Monday through Friday.

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Section 4. In all departments, employees shall be allowed two (2) fifteen (15) minute rest periods in each full work day at times designated by the immediate supervisor or department head.

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ARTICLE VIII OVERTIME

Section 1. Overtime: All hours worked in excess of forty (40) per week shall be considered overtime. All hours worked in excess of the normal work week must have prior approval and authorization by the employee's immediate supervisor or department head. For purposes of computing overtime, the work week shall begin at 12:01 a.m. Monday. (Employees in the Auditor's office may work on election night and take a similar number of hours off the next day without penalty to the employees or premium pay consequences to the Employer subject to approval of the Auditor.)

Section 2. Non-compensated leave of absence hours, compensatory time, funeral leave, vacation, sick leave, and jury service time shall not be included in the worked hours per week required to qualify for overtime premium. All other hours in compensated payroll status, including the floating holiday, shall be considered as hours of work required to qualify for overtime premium.

ARTICLE IX HOLIDAY PROVISIONS

Section 1. All regular employees shall receive the following paid holidays provided said employees perform work or are on vacation in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day prior to and on their first scheduled work day following the holiday unless the employee is in active paid status.

The following days shall be paid holidays:

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Martin Luther King	3 rd Monday in January
President's Day	3 rd Monday in February
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Independence Day	July 4
Labor Day	1 st Monday in September
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Christmas Eve	December 24
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Floating Holiday Full-time employees (including probationary employees) shall receive a floating holiday. In order to be eligible for a floating holiday, an employee must be employed as

of January 1 of the year earned. A floating holiday will be forfeited if it is not used by December 31 in the year earned. The scheduling of a floating holiday is subject to the approval of the employee's supervisor.

Section 2. In the event New Year's Day, Independence Day, Veteran's Day or Christmas Day shall fall on a Sunday, the following Monday shall be a paid holiday; and if any of these shall fall on a Saturday, the preceding Friday shall be a paid holiday. In the event that Christmas Eve shall fall on a Saturday or Sunday, the preceding Friday shall be a paid holiday.

Section 3. Regular employees who are required by the Employer to work on any of the above holidays, except the floating holiday, shall be compensated at the rate of time and one half (1½) for their work that day in addition to their regular holiday pay.

Section 4. When a paid holiday falls on an employee's scheduled day off or during his vacation period, he shall receive an additional day of paid vacation.

ARTICLE X VACATIONS

Section 1. All permanent employees shall receive an annual vacation with pay based on a per pay period accrual of vacation hours figured at a rate dependent on years of service with the Employer. A pay period is defined as a two consecutive week period designated for payroll purposes. An employee who is in paid status five days or more during the pay period but less than ten days shall receive prorated vacation accrual. Employees will receive the next level of vacation earnings based on years of service, beginning with the first full pay period in the month in which they were hired.

Completed Years of Service	Rate of Accrual of Vacation	
	Hours per Pay Period of Work	Hours Employees May Earn Per Year
0 through 5 th year	4	104
6 th through 10 th year	5	130
11 th through 15 th year	6	156
16 th through 20 th year	8	208
After 20 years	9	234

Section 2. A probationary employee may accrue vacation days at the rate of four (4) hours per pay period and may use vacation during the probationary period as provided in Article XVIII, Section 4.

Section 3. All employees who have used all of their accumulated sick leave days shall, at that time, if illness continues, be granted any vacation credits earned in that year, said vacation credits to be on a pro rata basis on the fraction of the year.

Section 4. Upon termination of employment for any cause, permanent employees shall be paid for any accumulated vacation credits including pro rata payments for periods of less than one (1) month. Payments shall be made to the employee's Post-Employment Health Care Savings Plan account for eligible employees unless the employee is determined by the Plan Administrator to be exempt from the Plan. Eligible employees are those who have a minimum of three (3) years of service with Koochiching County.

Section 5. All department heads will consult with their department employees as to when the employees desire to take their vacations. For each occurrence, employees taking vacation leave will not be allowed to take less than the base one-half hour but may take vacation in 15 minute increments thereafter.

Section 6. Employees may accumulate vacation leave during the calendar year but the maximum vacation accumulation will be reduced to two hundred forty (240) hours as of the end of the calendar year and any unused vacation in excess of two hundred forty (240) hours will be forfeited. Also, upon termination of County employment, payment for accumulated, unused vacation shall not exceed two hundred forty (240) hours.

Section 7. Sick leave accumulation and eligibility for bonus vacation shall be calculated as of the last day of the last pay period ending prior to the end of the month (the "accumulation date"). An employee who has sick leave earnings as of the accumulation date of more than the maximum accumulation of nine hundred sixty (960) sick leave hours shall receive four (4) hours of vacation (called "vacation bonus leave") for each eight (8) hours of sick leave earned, whereupon sick leave accumulation shall be reduced to a maximum of nine hundred sixty (960) hours. Maximum bonus vacation leave an employee may earn during the year is six (6) days (forty-eight (48) hours). Carryover of bonus vacation leave days from one year to the next will be allowed, with the cap not to exceed six (6) days (forty-eight (48) hours) at any one time.

ARTICLE XI SICK LEAVE

Section 1. Each employee shall be entitled to four (4) hours sick leave per pay period of continuous employment service. A pay period is defined as a two consecutive week period

designated for payroll purposes. An employee who is in paid status five (5) days or more during the pay period but less than ten (10) days shall receive prorated sick leave accrual.

Unused sick leave may accumulate up to a maximum of nine hundred sixty (960) hours. Prorating of sick leave will not impact the bonus vacation where employees are required to maintain a cap of nine hundred sixty (960) hours to earn additional vacation pursuant to Article X, Section 7. Employees begin earning sick leave as of the day of employment and may use sick leave during the probationary period as provided in Article XVIII, Section 4. The Employer may, at its discretion, require evidence of personal illness.

Section 2. Sick leave may be authorized on the basis of application therefor, approved by the Employer, for actual disability of the employee due to illness, maternity, injury, legal quarantine, dental or medical treatment necessitating the employee's absence. Sick leave usage shall be subject to the approval and verification by the Employer, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave, and other information the Employer deems necessary. Verification shall be requested by the Employer only if there is an indication of misuse on the part of the employee.

To be eligible for sick leave payment, an employee must notify his/her designated supervisor prior to the starting time of his/her scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

For each occurrence, employees taking sick leave for planned appointments/use will not be allowed to take less than the base one-half (1/2) hour but may take sick leave in fifteen (15) minute increments thereafter. Employees will be allowed to use fifteen (15) minute increments if needing to leave work due to illness or injury.

Section 3. The Employer may require an employee who is absent from duty to undergo a medical evaluation and furnish a report from an appropriate medical authority, at the Employer's expense, that will enable the Employer to determine the employee's fitness for performance of his/her duties. When it is determined that the employee's absence from duty is unnecessary, the Employer may require the employee to either return to work or to resign.

Section 4. Disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment. Maternity/Paternal leaves of absence shall be granted in accordance with state statute.

Section 5. Any employee who by reason of sickness or injury receives Workers' Compensation benefits may receive from the Employer additional differential benefit from

the accumulated sick leave, vacation leave, or other accumulated leave time, but the total weekly compensation including leave and compensation benefits shall not exceed the net weekly base rate of the employee. Application of this Section shall be in accordance with the Koochiching County Workers' Compensation Policy.

Section 6. Sick Leave of Absence: After a permanent employee has used all of the employee's accumulated sick leave, vacation, and personal leave (which, with the exception of up to forty-eight (48) hours of sick leave, must be used during any leave under the Family and Medical Leave Act), the employee shall be granted a leave of absence without pay not to exceed three (3) months without having the employee's name removed from the payroll. The maximum of three (3) months' leave shall include any period during which the employee received donated sick leave pursuant to Section 8 of this Article. A written request for an extension of the leave must be accompanied by a written physician statement indicating the projected date of return to work. The Employer may, in its discretion, grant an extension of the leave on condition that the employee's right to return shall be subject to a vacancy in the employee's position. The employee's total period of absence, including all types of leave, paid and unpaid, shall not exceed one (1) year. Leave under this Section shall be administered under the Koochiching County Leave of Absence Policy. Employees who are on leave for organ donation shall be eligible for sick leave donation under the Koochiching County Guidelines on Administering Employee Donated Sick Leave Bank and insurance coverage as provided in the Koochiching County Family and Medical Leave Act Policy.

Section 7. Physical Examinations: The Employer shall pay for all physical examinations for all regular employees if such examinations are required by the Employer.

Section 8. The Employer shall establish a sick leave account on behalf of a specific employee if and when that employee develops a catastrophic illness and has exhausted his/her paid leave benefits. Donated sick leave shall be administered pursuant to the Guidelines on Administering Employee Donated Sick Leave Bank. The cost of the program will be supported entirely by employee contributions from their accumulated sick leave; contributions to the account will be accumulated on a day for a day basis, with one (1) day pay to recipient employee for one (1) day of sick leave contributed by the donating employee and with a County-wide donation limit per occurrence of one hundred twenty (120) days plus the cost of premiums for continued health insurance coverage for insurance-eligible employees during that one hundred twenty (120) day period. The total number of donated days, not to exceed 120 days, plus the cost of health insurance premiums during that 120 day period, will be converted to a dollar amount based on the recipient's gross rate of pay. The recipient will indicate on a form provided by the Employer whether the recipient wants to use the dollars for wage replacement (not to exceed 120 days), health/life benefits, or both, and the costs will then be deducted from the total cash value of the donated sick leave bank. An employee shall not accrue vacation, sick leave, nor be entitled to floating holiday, holiday pay, funeral leave, nor group medical or life insurance premium payments (unless the

employee is on FMLA leave or is drawing premium payments from the donated sick leave bank) while drawing donated sick leave from the account.

Section 9. Employees shall be allowed the use of personal sick leave to attend to the needs of certain relatives in accordance with MN Statutes § 181.9413 and as defined by Employer policy.

Section 10. Employees retiring or separating from the County after a minimum of fifteen (15) years of employment shall receive severance pay in the amount of fifteen percent (15%) of their accumulated sick leave. Employees retiring or separating from the County after a minimum of twenty (20) years of employment shall receive severance pay in the amount of twenty-five percent (25%) of their accumulated sick leave. Employees retiring or separating from the County after a minimum of twenty-five (25) years of employment shall receive severance pay in the amount of forty percent (40%) of their accumulated sick leave. Employees retiring or separating from the County after a minimum of thirty (30) years of employment shall receive severance pay in the amount of fifty percent (50%) of their accumulated sick leave. Employees with a minimum of ten (10) years of County employment but less than twenty (20) years of County employment who retire or separate from the County at a time when the employee is eligible to receive Medicare benefits shall receive severance pay in the amount of twenty five percent (25%) of their accumulated sick leave. Payments shall be made to the employee's Post-Employment Health Care Savings Plan account unless the employee is determined by the Plan Administrator to be exempt from the Plan.

ARTICLE XII FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of a regular, full time employee, who has been employed at least ninety (90) days, the employee may be granted a leave of absence with pay for a period of up to three (3) days. Members of the immediate family shall include wife, husband, child, mother, father, mother-in-law, father-in-law, brother and sister, grandmother, grandfather, grandchildren, brother and sister in law, niece and nephew, step children, step parents, step grandparents, step brother and sisters. Family shall include grandparents of employee's spouse. Two (2) additional days will be allowed if employee travel of 300 miles or more is required.

ARTICLE XIII SENIORITY

Section 1. Seniority Lists: Upon request of the Union, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification and department to include and rank, in order of highest to lowest seniority, all permanent

employees in the bargaining unit. The seniority list shall be updated as of January 1 of each year with a copy sent to the Union President and Staff Representative.

Section 2. Types of Seniority: There shall be three types of seniority established by the Agreement.

- A. Service Seniority shall be the total length of continuous service with the County.
- B. Department Seniority shall be the total length of service within a specific department or division of County service.
- C. Classification Seniority shall be the total length of service within a work classification.
- D. Band and Grade shall be the total compensation range assigned by the Employer's comparable worth job evaluation study.

Section 3. Breaks in Seniority: An employee's seniority shall be broken by the following:

- a. Voluntary resignation;
- b. discharge for just cause;
- c. retirement;
- d. failure to accept recall from layoff;
- e. failure to be recalled from layoff within one (1) year of layoff;
[For layoffs occurring during the term of the 2009-2010 contract only, employees shall be subject to recall for two (2) years from the date of layoff.]
- f. absence from work for any reason for longer than one (1) year.

An employee who is granted a leave of absence by the Employer shall continue to accrue seniority during the approved leave, to a maximum of six months, after which seniority shall be frozen for the duration of the approved leave.

Section 4. Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:

- A. Layoff, which shall be by classification within a department, in inverse order of classification seniority. An employee about to be laid off shall have the right to bump (displace) any employee in a lower classification, provided the Employer determines the employee who is exercising bumping rights to be adequately able to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped. If there is no position for an employee to bump in his/her department, the employee may bump the employee

in the same band and grade as the bumping employee who has the least service seniority. If the bumping employee is not qualified to perform all the duties of the classification in which he/she is bumping, he/she may bump the employee in the next lower band and grade with the least service seniority. (The band and grade bumping process may continue to lower rated bands and grades, if necessary.) When an employee bumps into a lower classification (or band and grade), he/she will receive his/her current salary or the maximum for the new classification, whichever is less. There shall be no bumping to or from positions in the custodial area or in the Land and Forestry.

- B. Recall from layoff, which shall be by classification within a department, in inverse order of layoff, provided that if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, she/he shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for two (2) years, at which time all rights to recall shall terminate.
- C. The Employer shall issue written notice of an indefinite layoff at least fourteen (14) calendar days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members. The Employer shall issue written notice of recall from indefinite layoff to affected employees, providing at least five (5) days to return to work. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five or more days. The Employer may lay off an employee for a definite period of forty-four days or less by giving written notice to the affected employees. Recall notification shall be by registered or certified mail to the employee's last known address for an indefinite layoff and shall be contained in the layoff notice for layoffs for a definite period.
- D. Temporary, seasonal and probationary employees serving the initial probationary period in the same classification shall precede permanent employees in layoff. No new employees shall be hired in a work classification where there are qualified employees on layoff status until all laid off employees have been recalled in accordance with the above.

Section 5. For a period of five (5) days prior to filling a vacant or newly created position, the Employer shall post, in a conspicuous place in the department, notice of all such positions. Such notice shall state the type of work, place of work, rate of pay, normal hours to be worked and the job classification.

The Employer is committed to hiring the most qualified candidate for County service. When filling a vacant or newly created position as posted, the Employer shall determine whether or not an applicant is qualified for the position. Where qualifications are equal, taking into

account job-relevant training and experience, the senior (based on departmental seniority or, if there are no qualified applicants from the department, then based on service seniority) qualified applicant shall be promoted, voluntarily demoted, or laterally transferred. Any approved promotions, voluntary demotions, or lateral transfers shall be processed within six (6) weeks of the approval except by mutual agreement of the Employer and the Union.

In the event the union disagrees with the Employer's determination, it shall be subject to the normal grievance procedure. Positions where incumbents are reclassified shall not be considered vacant or newly created for the purpose of bidding.

Section 6. Any current employee who posts into a bargaining unit position shall not be eligible to post into his or her prior position or to post for a voluntary demotion or lateral transfer for a period of one (1) year. Probationary periods shall be governed by Article XVIII.

ARTICLE XIV SUSPENSIONS AND DISCHARGES

Section 1. The Employer shall have the right to impose disciplinary actions on employees for just cause.

Section 2. Employees who are suspended or discharged shall be notified of such action in writing, a copy of which shall be sent to the Union.

Section 3. An employee shall be given a copy of any written entry to his personnel file, which is the result of any disciplinary action and shall be allowed to respond thereto. In addition, any employee shall be allowed to review his personnel file and all documents therein at reasonable times and under conditions determined by the Employer.

Section 4. An employee shall be allowed Union representation at any step of the disciplinary actions. The Employer shall have no obligation to inform or advise an employee of the provisions of this Section.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute or a disagreement as to the interpretation or application of the specific terms or conditions of the Agreement. Grievances shall be in writing and presented to the first step's designated authority within ten (10) working days after the grievant's knowledge of the actual occurrence of the alleged grievance.

STEP 1. An effort shall be made to adjust the grievance between the employee or his representative and his immediate supervisor. The Union shall receive an answer to the Step 1 meeting in writing from the Employer's designated authority in Step 1 within ten (10) working days after said meeting.

STEP 2. In the event no settlement is reached in Step 1, the Union and/or the Grievant shall present the grievance in writing to the Department Head within ten (10) working days after the answer to the Step 1 meeting is received by the Union, or, if no answer to Step 1 is received, within ten (10) days after the Step 1 answer was due. The Union Staff Representative and/or Steward and Grievant shall meet with the department head and the employee's supervisor who shall attempt to resolve the grievance. An answer to the Union on the Step 2 meeting shall be submitted in writing to the Union within ten (10) working days of said meeting.

STEP 3. In the event no settlement is reached in Step 2, the Union, within ten (10) working days of the Step 2 answer, or, if no Step 2 answer is required, then within ten (10) working days after the Step 2 answer was due, may present the grievance to the County Board, c/o the County Administration Director. The County Board, or a Committee thereof as designated by the County Board, shall hear the grievance within twenty-one (21) working days of the Union's request, and shall give the Union the Employer's Step 3 answer in writing within ten (10) working days after the Step 3 grievance meeting.

STEP 3A. If the Employer and the Union mutually agree, a grievance that is not resolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation within ten (10) working days following the Step 3 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4.

STEP 4. If no settlement is reached in Step 3 or 3A, the grievance may be submitted to arbitration upon notice to the Employer within twenty-one (21) working days after the Step 3 answer or the mediation date, whichever is later. The notice, to be effective, must include a copy of a request sent within the twenty-one (21) day period to the Bureau of Mediation Services to furnish a list of prospective arbitrators. From this list, each party shall in turn strike one name until one name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. The parties shall complete the arbitrator striking process within thirty (30) days after receipt of the list of arbitrators from the Bureau of Mediation Services.

Section 2. Processing a Grievance: It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the Employer who has determined that such absence is reasonable.

Section 3. Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties.

Section 4. Arbitrator's Fees: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 5. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance and appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit of each step may be extended by mutual agreement of the Employer and Union.

Section 6. Choice of Remedy: If, as a result of the written Employer's response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4, or a procedure such as Civil Service, Veterans Preference

or Human Rights. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

ARTICLE XVI BULLETIN BOARD

The Employer shall erect and maintain a bulletin board of reasonable size to be placed in such location as may be mutually agreed upon between the Union and the Employer, which bulletin board shall be for the use of the Union to post any notice or document relating to Union affairs.

ARTICLE XVII GROUP INSURANCE BENEFITS

Section 1. The Employer shall pay the premium for \$10,000 of life insurance and \$10,000 of Accidental Death and Dismemberment (AD&D) insurance.

Section 2. The Employer agrees to pay the premiums for the plan recommended by the insurance committee and selected by the Board of Commissioners. Said premium amounts are for full time employees. Insurance premium caps shall not exceed the dollar amounts set forth in this section. Effective January 1, 2018 the Employer shall pay 100% of the premium per month for the single coverage and the Employer payment toward the premium per month for family coverage shall not exceed \$1,398 for the County Major Medical Group Plan and the Employer shall pay \$593 per month for the single coverage and \$1,426 per month for the family coverage for the County VEBA Group Plan. Effective January 1, 2019 the Employer shall pay 100% of the premium per month for the single coverage and the Employer payment toward the premium per month for family coverage shall not exceed \$1,433 for the County Major Medical Group Plan and the Employer shall pay \$608 per month for the single coverage and \$1,462 per month for the family coverage for the County VEBA Group Plan. Effective January 1, 2020 the Employer shall pay 100% of the premium per month for the single coverage and the Employer payment toward the premium per month for family coverage shall not exceed \$1,469 for the County Major Medical Group Plan and the Employer shall pay \$623 per month for the single coverage and \$1,499 per month for the family coverage for the County VEBA Group Plan.

Section 3. There is an option to purchase term life insurance.

Section 4. An insurance committee shall be elected, with one (1) person to serve on the committee from each of the following county entities: highway/environmental services,

corrections, deputies, courthouse, health and human services, non-union employees, appointed officials, and elected officials. The committee shall recommend the purchase of insurance to the benefit level recommended by the committee in accordance with the state statute.

ARTICLE XVIII PROBATIONARY PERIOD

Section 1. Probationary Period: The initial probationary period is the first six (6) months of service of newly hired or rehired employees. The Employer may extend the initial probationary period up to an additional six (6) months with written notice to the employee, copy to the Union, stating the period of additional probation. The secondary probationary period is the first six (6) months of service of current employees taking a new bargaining unit position.

Section 2. During the initial probationary period or extension thereof an employee may be dismissed at any time without cause, at the discretion of the Employer. Such action shall not be subject to the grievance procedure.

During the secondary probationary period, an employee may be disciplined or discharged with just cause, subject to the grievance procedure, except that during the secondary probationary period the Employer may return the employee to the employee's prior position if the employee fails to adequately meet the Employer's requirements for the position and the decision to return the employee shall not be subject to the grievance procedure.

Section 3. During the first thirty (30) days of the six (6) month secondary probation period, the promoting unit employee shall also have the option to return to his/her previous position. In the event an employee opts to return to his/her previous unit position and said position has been abolished during the thirty (30) day period aforementioned, the affected employee would have the same rights as one placed on layoff status.

Section 4. During the initial probationary period an employee may use up to two (2) days of accumulated vacation, with approval of the Department Head, and up to two (2) days of accumulated sick leave, with the permission of the Department Head.

ARTICLE XIX DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 2018 through December 31, 2020 and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by November 2 prior to the anniversary date that it desires to modify or terminate this Agreement.

**ARTICLE XX
EMPLOYER AUTHORITY**

Section 1. It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; to change or eliminate existent methods, equipment or facilities.

Section 2. The Employer in adopting the changes in hours and formula per the terms of this contract exercises its authority to operate and direct the affairs of the County simultaneously prohibiting any obligation for retroactive compensation due to the hours/formula changes.

Section 3. The Employer retains all rights and privileges not specifically addressed or modified by this Agreement.

**ARTICLE XXI
NO STRIKE/NO LOCKOUT**

Section 1. During the term of this Agreement, neither the Union, its officers or agents, nor any of its employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct him/her to immediately return to his/her normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

Section 2. During the term of this Agreement, the Employer shall not lock out unit employees.

**ARTICLE XXII
RIGHT OF SUBCONTRACT**

Section 1. Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement. Prior to January 1, 1991, the Employer shall not subcontract work that results in a reduction of hours for an employee on staff on February 1, 1990. From January 1, 1991, through December 31, 1993, the Employer shall not subcontract work that results in a reduction in the number of hours for an employee with ten or more years of seniority on February 1, 1991. This provision shall not prohibit the Employer from altering an employee's work assignment.

Section 2. In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than thirty (30) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the unit.

**ARTICLE XXIII
COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

Section 1. This Agreement shall represent the complete Agreement between the Union and Employer.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

**ARTICLE XXIV
SAVINGS CLAUSE**

Section 1. This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Koochiching. In the event any provision of this Agreement shall be held

to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE XXV PAY PLAN

Section 1. Effective January 1, 2018, the total compensation rates and actual union cash salary shall be reflected on Appendix A (2.5% increase, plus 1.5% general adjustment). Effective January 1, 2019, the total compensation rates and actual union cash salary shall be reflected on Appendix B (2.5% increase). Effective January 1, 2020, the total compensation rates and actual union cash salary shall be reflected on Appendix B-1 (2.5% increase). No employee shall receive an increase in total compensation that moves his/her total compensation beyond the maximum for his/her classification.

Section 2. Advancement on the Pay Scale – Job Promotion or Increase in Banding: If an employee is promoted, such promotion will not result in a salary decrease.

An employee on Steps 1 to 4 advancing on the pay scale as a result of a job promotion or change in banding will be placed at the first step in the new position or banding which will result in an increase in pay. (Movement from B22 to Steps 2, 3, 4 and 5 of B23 will result in lateral step placement.) An employee on Step 5 advancing on the pay scale as a result of the job promotion or change in banding will be placed at the first step in the new position or banding which will result in an increase in pay plus one step, not to exceed Step 5 of the new position or banding.

When advancement as a result of job promotion or increase in banding results in an employee being placed on a step in the new position or banding below Step 5, the employee will advance on the pay scale under the four (4) year step plan (requires one (1) year of service to advance to the next step).

Employees taking promotions, voluntary demotions, or lateral transfers and returning to their previous position of their own accord within the 30 day bump back or returned by the Employer during the probationary period shall return to their previous pay step in the previous position.

Section 3. Employees will be paid bi-weekly with a two (2) week hold back.

Section 4. New employees begin at Step 1 or 80% of the pay range and progress one step or 5% annually with 100% of pay achieved after four (4) years, except as provided in Section 2 of this Article.

Part-time employees shall progress to the next step after each 2,080 hours of work (equivalent to full-time annual work hours).

Upon approval of the County Board, the Department Head may be authorized to hire a new employee at a pay rate above the starting rate, where the higher starting rate is required in the judgment of the County Board in order to recruit qualified applicants.

Section 5. Any wage increases shall only be given to employees who are on the payroll as of the date the Board of Commissioners ratifies the settlement of the contract.

**ARTICLE XXVI
SAFETY EQUIPMENT**

Section 1. The Employer authorizes boot allowance for forestry, maintenance and appraisers. These employees are authorized up to two hundred dollars (\$200.00) in a two (2) year period for the purchase of safety boots and/or work boots. Documentation must be provided. The Employer will require a receipt in order to qualify for reimbursement.

Section 2. Foresters and Maintenance employees are authorized up to one hundred twenty five dollars (\$125.00) in a two (2) year period toward the purchase of prescription safety glasses, upon presentation of receipt showing the full cost of the safety glasses and stating "prescription safety glasses."

FOR THE UNION,
AFSCME DISTRICT COUNCIL NO. 65



Staff Representative



Committee Member

FOR THE EMPLOYER:
KOOCHICHING COUNTY
BOARD OF COMMISSIONERS



County Board Chair



County Labor Negotiator*

*Not a party to this Agreement.

APPENDIX A

APPENDIX A

2018 SCALE - January 1, 2018 to December 31, 2018
2.5% COLA and 1.5% General Adjustment

DBM	A11	A12	A13	B21	B22	B23	B24	B25	B31	B32	C41	C42
Step 1	14.26	14.94	15.72	16.44	17.26	18.35	19.19	19.77	20.28	20.80	21.96	22.83
Step 2	15.15	15.88	16.70	17.47	18.34	19.49	20.39	21.01	21.55	22.10	23.34	24.26
Step 3	16.05	16.82	17.69	18.50	19.42	20.63	21.59	22.25	22.82	23.40	24.71	25.69
Step 4	16.93	17.75	18.67	19.53	20.50	21.78	22.79	23.47	24.09	24.70	26.07	27.11
Step 5	17.83	18.69	19.66	20.56	21.58	22.92	23.99	24.71	25.36	26.00	27.45	28.54

Advancement on the Pay Scale:

If an employee is promoted, such promotion will not result in a salary decrease. An employee on Steps 1 to 4 advancing on the pay scale as a result of a job promotion or change in banding will be placed at the first step in the new position or banding which will result in an increase in pay. (Movement from B22 to Steps 2, 3, 4 and 5 of B23 will result in lateral step placement.) An employee on Step 5 advancing on the pay scale as a result of the job promotion or change in banding will be placed at the first step in the new position or banding which will result in an increase in pay plus one step, not to exceed Step 5 of the new position or banding.

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New employees begin at Step 1 or 80% of the pay range and progress one step or 5% annually with 100% of pay achieved after four (4) years, except as provided in this Article.

Part-time employees shall progress to the next step after each 2,080 hours of work (equivalent to full-time annual hours).

DBM	Classification
A13	Assistant Custodian
B21	Deputy Recorder, Assessor Clerk
B22	Assistant VSO, Deputy Administrator, Accounting Technician II, Deputy Recorder/Info systems Tech, Accounting/IT Specialist, Treasury Assistant
B23	Highway Accountant, Appraising Program Coordinator, Appraiser II, Tax Coordinator
C42	Forest Resource Manager

APPENDIX B

APPENDIX B

2019 SCALE		A11	A12	A13	B21	B22	B23	B24	B25	B31	B32	C41	C42
2.50% COLA													
Step 1		14.62	15.31	16.11	16.85	17.69	18.81	19.67	20.36	20.79	21.32	22.51	23.40
Step 2		15.53	16.28	17.12	17.91	18.80	19.98	20.90	21.54	22.09	22.65	23.92	24.87
Step 3		16.45	17.24	18.13	18.96	19.91	21.15	22.13	22.81	23.39	23.99	25.33	26.33
Step 4		17.35	18.19	19.14	20.02	21.01	22.32	23.36	24.05	24.69	25.32	26.72	27.79
Step 5		18.28	19.16	20.15	21.07	22.12	23.49	24.59	25.33	25.99	26.65	28.14	29.25

Advancement on the Pay Scale:

If an employee is promoted, such promotion will not result in a salary decrease. An employee on Steps 1 to 4 advancing on the pay scale as a result of a job promotion or change in banding will be placed at the first step in the new position or banding which will result in an increase in pay. (Movement from B22 to Steps 2, 3, 4 and 5 of B23 will result in lateral step placement.) An employee on Step 5 advancing on the pay scale as a result of the job promotion or change in banding will be placed at the first step in the new position or banding which will result in an increase in pay plus one step, not to exceed Step 5 of the new position or banding.

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New employees begin at Step 1 or 80% of the pay range and progress one step or 5% annually with 100% of pay achieved after four (4) years, except as provided in this Article.

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DBM	Classification
A13	Assistant Custodian
B21	Deputy Recorder, Assessor/Clerk
B22	Assistant VSO, Deputy Administrator, Accounting Technician II, Deputy Recorder/Info systems Tech, Accounting/IT Specialist, Treasury Assistant
B23	Highway Accountant, Appraising Program Coordinator, Appraiser II, Tax Coordinator
C42	Forest Resource Manager

APPENDIX B-1

APPENDIX B-1

2020 SCALE												
2.50% COLA												
DBM	A11	A12	A13	B21	B22	B23	B24	B25	B31	B32	C41	C42
Step 1	14.99	15.69	16.51	17.27	18.13	19.28	20.16	20.77	21.31	21.85	23.07	23.99
Step 2	15.92	16.69	17.55	18.36	19.27	20.48	21.42	22.08	22.64	23.22	24.52	25.49
Step 3	16.86	17.67	18.58	19.43	20.41	21.68	22.68	23.38	23.97	24.59	25.96	26.99
Step 4	17.78	18.64	19.62	20.52	21.54	22.88	23.94	24.66	25.31	25.95	27.39	28.48
Step 5	18.74	19.64	20.65	21.60	22.67	24.08	25.20	25.96	26.64	27.32	28.84	29.98

Advancement on the Pay Scale:

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A13	Assistant Custodian
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B22	Assistant VSO, Deputy Administrator, Accounting Technician II, Deputy Recorder/Info systems Tech, Accounting/IT Specialist, Treasury Assistant
B23	Highway Accountant, Appraising Program Coordinator, Appraiser II, Tax Coordinator
C42	Forest Resource Manager

APPENDIX C

APPENDIX C Seniority List

Updated: May 17, 2018

	NAME	RANK	OVERALL SENIORITY	DEPARTMENT SENIORITY	CLASSIFICATION
Complex Department:					
ARNOLD	JEFFREY	A13	5/1/2012	5/1/2012	Assistant Custodian
Administration Department:					
TOMCZAK	CHARLENE	B22	5/9/2014	5/9/2014	Accounting/IT Specialist
Auditor/Treasurer Department:					
JOHNSON	SHELLEY	B23	1/17/2007	7/11/2011	Tax Coordinator
TARIO	TAMMY	B22	5/1/2017	5/1/2017	Treasury Assistant
Assessor Department:					
SOHLMAN	SUSAN	B23	6/1/1992	12/8/2003	Appraising Program Coordinator
NELSON	TRACEY	B23	5/10/2011	5/10/2011	Appraiser II
PROMERSBERGER	STEPHANIE	B23	6/24/2002	4/16/2012	Appraiser II
HEIBEL	NANCY	B21	3/3/2014	3/3/2014	Assessor Clerk
LUNSER	DEREK	B23	4/18/2016	4/18/2016	Appraiser II
Environmental Services Department:					
MAKIDON	DOREEN	B22	8/23/1993	8/23/1993	Accounting Technician II
Recorder Department:					
HENDRICKSON	JAN	B22	3/3/2004	3/3/2004	Deputy Recorder/Info Systems Tech
FRANK	LINDSAY	B21	4/19/2012	4/19/2012	Deputy Recorder
Land & Forestry Department:					
ROUSSEAU	LYNETTE	B22	4/13/1993	2/2/1998	Deputy Administrator
TORATTI	THOMAS	C41	5/9/2005	5/9/2005	Forest Resource Manager
LUND	ERIK	C41	12/19/2005	12/19/2005	Forest Resource Manager
MERES	JOSEPH	C41	2/19/2008	2/19/2008	Forest Resource Manager
RONNING	NICHOLAS	C41	6/29/2009	6/29/2009	Forest Resource Manager
HATFIELD	THOMAS	C41	12/31/2007	12/31/2007	Forest Resource Manager
RUDOLPH	DAVID	C41	6/1/2015	6/1/2015	Forest Resource Manager
Highway Department:					
SALO	LYNELLE	B22	4/11/2013	5/22/2017	Accounting Technician II
HOBEL	DONNA	B23	12/19/2006	12/19/2006	Highway Accountant
Veterans Service:					
MACLEAN	CARISSA	B22	3/18/2015	3/18/2015	Assistant Veterans Service Officer

APPENDIX C

Seniority List

Date Updated: May 17, 2018

NAME	RANK	HOURS	STEP	DATE
ARNOLD	A13	8	100%	
JEFFREY	B21	8	100%	
LINDSAY	B21	8	100%	
HEIBEL	B21	8	3/3/18 - 100%	
ROUSSEAU	B22	8	100%	
LYNETTE	B22	8	100%	
MAKIDON	B22	8	100%	
DOREEN	B22	8	100%	
HENDRICKSON	B22	8	100%	
JAN	B22	8	100%	
LYNELLE	B22	8	100%	
SALO	B22	8	5/9/18 - 100%	
TOMCZAK	B22	8	5/9/18 - 100%	
CHARLENE	B22	8	5/9/18 - 100%	
MACLEAN	B22	6.4	Part-time - 1/19/18 - 90%	
CARISSA	B22	8	5/1/18 - 85%; 5/1/19 - 90%; 5/1/20 - 95%	
TARIO	B22	8	5/1/18 - 85%; 5/1/19 - 90%; 5/1/20 - 95%	
HODEL	B23	7	100%	
DONNA	B23	7	100%	
TAMMY	B23	7	100%	
SUSAN	B23	8	100%	
SOHLMAN	B23	8	100%	
PROMERSBERGER	B23	8	100%	
STEPHANIE	B23	8	100%	
JOHNSON	B23	8	100%	
SHELLEY	B23	8	100%	
TRACEY	B23	8	100%	
NELSON	B23	8	100%	
LUNSER	B23	8	4/18/2018 - 100%	
DEREK	B23	8	4/18/2018 - 100%	
THOMAS	C41	8	100%	
TORATTI	C41	8	100%	
LUND	C41	8	100%	
ERIK	C41	8	100%	
THOMAS	C41	8	100%	
HATFIELD	C41	8	100%	
MERES	C41	8	100%	
JOSEPH	C41	8	100%	
RONNING	C41	8	100%	
NICHOLAS	C41	8	100%	
DAVID	C41	8	6/1/18 - 95%; 6/1/19 - 100%	



This Letter of Understanding (hereafter "LOU") is entered into between Koochiching County (hereafter "Employer") and AFSCME, AFL-CIO, Local 510 Koochiching County Courthouse (hereafter "Union") representing the employees of Koochiching County.

WHEREAS, The Employer and the Union are parties to a Collective Bargaining Agreement, effective January 1, 2018 to December 31, 2020 (hereafter "CBA"); and

WHEREAS, The CBA was negotiated in good faith and understood by both parties upon ratification; and

WHEREAS, A global pandemic has created exceptionally unusual circumstances that are unprecedented, requiring social distancing and making conventional bargaining a challenge; and

WHEREAS, The Employer and the Union agree that keeping the community and employees safe is paramount.

NOW THEREFORE, The Employer and the Union agree to a contract extension for a period of one (1) year, with the intent to proceed with normal contract negotiations upon the expiration of the extended CBA.

THEREFORE, The Employer and the Union agree as follows:

1. Term of Extension

One (1) year: January 1, 2021- December 31, 2021.

2. General Wage Increase:

Effective January 1, 2021: 2% wage increase to the 2020 wage scale. The 2021 wage scale is attached.

3. Term of Contract

Upon the expiration of this extension, a new CBA shall be negotiated.

FINALLY, This LOU represents the full and complete agreement between the parties regarding the matter of the CBA extension. The provisions of this LOU do not modify the CBA, aside from the term and the wage increase indicated above. All other provisions of the CBA shall continue in full force and effect until a new CBA is negotiated following the receipt of the usual and customary contract reopener filed on or before November 2nd in accordance with Article XIX, Duration of the Agreement in the CBA.

DATED THIS 27 of October, 2020

DATED THIS 25 OF 2020, 2020

FOR THE EMPLOYER

Jenny Herman
Jenny Herman- Director of Administration

Kevin Adee
Commissioner Adee- County Board Chair

FOR THE UNION

Charlene Tomczak
Charlene Tomczak- Union President

Leann Stoll
Leann Stoll- Labor Representative

APPENDIX A

2021 SCALE

2% COLA

DBM	A11	A12	A13	B21	B22	B23	B24	B25	B31	B32	C41	C42
Step 1	15.29	16.00	16.84	17.62	18.49	19.67	20.56	21.19	21.74	22.29	23.53	24.47
Step 2	16.24	17.02	17.90	18.73	19.66	20.89	21.85	22.52	23.09	23.68	25.01	26.00
Step 3	17.20	18.02	18.95	19.82	20.82	22.11	23.13	23.85	24.45	25.08	26.48	27.53
Step 4	18.14	19.01	20.01	20.93	21.97	23.34	24.42	25.15	25.82	26.47	27.94	29.05
Step 5	19.11	20.03	21.06	22.03	23.12	24.56	25.70	26.48	27.17	27.87	29.42	30.58

Advancement on the Pay Scale:

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B24	Appraiser III
B25	Appraiser IV
C41	Forest Resource Manager