



Collective Bargaining Agreement
Between
AFSCME Council 65, Local 0510-0004, AFL-CIO
And
Koochiching County
1/1/2022 – 12/31/2024

AFSCME Council 65 Office: info@afscme65.org or 888-474-3242

WEINGARTEN RIGHTS

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

BECOME AN AFSCME 65 MEMBER

Are you a new employee or not a member yet? Scan the QR code to sign up today and take advantage of the many benefits of AFSCME membership!



MEMBER BENEFITS

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

www.afscme.org/member-resources

www.unionplus.org

Make sure to have your member number handy when accessing these benefits.

ORGANIZING

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email info@afscme65.org and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



AGREEMENT

BETWEEN

LOCAL UNION NO. 510, AFSCME Council 65, AFL-CIO
(Public Health and Human Services)

AND

THE KOOSKICHING COUNTY BOARD OF COMMISSIONERS

EFFECTIVE DATES:

JANUARY 1, 2022 - DECEMBER 31, 2024

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AGREEMENT

This Agreement, effective January 1, 2022 and ending December 31, 2024 entered into between Koochiching County, 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 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 of 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 RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative for all public employees working for the Koochiching County Public Health and Human Services Department and all employees working in the classifications of employment listed in Appendix C in the Koochiching County Public Health and Human Services Department, excluding the Directors, Directors' secretary, supervisory, confidential and all other employees, for the purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment as per certification by the Bureau of Mediation Services, dated January 30, 1967, as amended.

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 Section 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 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 allowance.
- B. 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.
- C. Days: Unless otherwise indicated, means working days.
- D. 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.
- E. Department: The Koochiching County Public Health and Human Services Department.
- F. Emergency: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- G. Employee: A member of the exclusively recognized bargaining unit defined in the Agreement.

H. Employer: Koochiching County Board of Commissioners and its designated representatives.

I. Full Month of Service: One (1) calendar month of continuous service.

J. 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.

K. Leave of Absence: An approved absence from work duty during a scheduled work period with or without compensation.

L. 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.

M. 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.

N. Pyramiding: The payment of more than one form of premium compensation for the same hours of work.

O. Seniority: Length of service established by Article XI.

P. 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.

Q. Union: Local 510, American Federation of State, County and Municipal Employees, Council 65, AFL-CIO.

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

ARTICLE V PAYROLL DEDUCTION

Section 1. Authorization. Upon receipt of a written notice by an employee to deduct from his salary Union dues and initiation fees, the Employer agrees to make such payroll deductions and to remit the proceeds to the Union.

Section 2. Procedure. 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 the County Administration Director, 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 VI HOURS OF WORK, LUNCH PERIOD, REST PERIOD

Section 1. The normal hours of work shall be forty (40) hours per week. 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. 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.

Section 3. Overtime: All hours worked by employees in excess of forty (40) per week shall be considered overtime. For purposes of computing overtime, the work week shall begin at 12:01 a.m. Monday.

Section 4. 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.

Section 5. Due to a 2016 state mandate related to child protection services, Social Workers shall receive \$3.00 per hour for all hours they are assigned to be on call outside of normal working hours and also receive pay for a minimum of two (2) hours of work time for all call outs outside of normal working hours for child protection removal response for an accepted maltreatment report. The Employer will implement an On Call and Call Out Policy to include assignment and scheduling of Social Workers for this required service.

Section 6. Employees shall be allowed two (2) fifteen (15) minute rest periods in each full work day, one (1) in the morning and one (1) in the afternoon (at approximately mid-morning and mid-afternoon).

ARTICLE VII HOLIDAYS

Section 1. The following days shall be 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.

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

Floating Holiday - Full-time employees (including probationary employees) shall receive two (2) floating holidays. In order to be eligible for a floating holiday, an employee must be employed as of January 1 of the year earned. Floating holidays will be forfeited if not used by December 31 in the year earned. The scheduling of floating holidays is subject to the approval of the employee's supervisor.

Section 2. In the event that 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 a Sunday, the preceding Friday shall be a paid holiday. In all other circumstances, the holiday schedule shall be as determined by the Employer, no later than January 31.

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.

ARTICLE VIII VACATION

Section 1. Each employee who has attained permanent status shall receive an annual vacation with pay based on a per pay period accrual of vacation hours figured at a rate dependent on continuous years of service with the department. 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. 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 2. Vacation Leave Table:

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

Section 3. A probationary employee may accrue vacation days at the rate of four hours per pay period and may use vacation until he/she has attained permanent employee status as provided in Article XXI, Section 4.

Section 4. An employee may use accumulated vacation days as sick leave if the employee has exhausted his/her accumulated sick leave, upon request of the employee and approval of the Employer.

Section 5. 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 6. Upon termination of employment for any cause, permanent employees shall be paid for any accumulated vacation credits, including pro-rated 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.

ARTICLE IX 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 nine hundred sixty (960) hours. Pro-rating of sick leave will not impact the bonus vacation where they are required to maintain a cap of nine hundred sixty (960) hours to earn additional vacation pursuant to this Article IX, Section 1. Employees begin earning sick leave as of the day of employment and may use sick leave during the probationary period as provided in Article XXI, Section 4.

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. The 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.

Section 2. Sick leave may be authorized on the basis of application therefore, 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 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 the employee's absence from duty is unnecessary, the Employer may require the employee to either return to work or resign.

Section 4. 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 5. 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 6 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 6. Eligible employees who experience a “medical emergency” may receive donated sick leave. Donated sick leave shall be administered pursuant to the Guidelines on Administering Employee 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 7. 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 8. 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-five percent (55%) of their accumulated sick leave. Employees retiring or separating from the County after a minimum of thirty-five (35) years of employment shall receive severance pay in the amount of sixty-five percent (65%) 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 X 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, significant other, child, mother, father, mother-in-law, father-in-law, brother and sister, grandmother, grandfather, grandchildren, brother and sister in law,

aunt and uncle, 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 XI 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 by department, and by total County service, to include and rank, in order of highest to lowest seniority, all permanent employees in the bargaining unit. The seniority lists 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 the department as defined in Article IV, Definitions.
- C. Classification Seniority, which shall be the total length of service within a work job title.

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;
- f. absence from work for any reason for longer than one 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, shall be by classification, in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any

employee in the same band and grade, provided that the employee who is exercising bumping rights is adequately qualified to perform all the duties of the classification into which s/he is bumping and s/he has greater department seniority than the employee who is to be bumped. If the bumping employee is not qualified to perform all the duties of the classification to which s/he is bumping, s/he may bump an employee in the next lowest band and grade with the least department seniority, provided that the employee who is exercising bumping rights is qualified to perform all the duties of the classification into which s/he is bumping and s/he has greater department seniority than the employee to be bumped. (This band and grade bumping process may continue to lower rated classifications if necessary.) When an employee bumps into a lower classification (or band and grade), s/he will receive his/her current salary or the maximum for the new classification, whichever is less.

B. Recall from layoff, which shall be by classification, in inverse order of layoff, provided, 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 Employer, s/he shall automatically have terminated her/his employment. An employee's name shall be retained on the recall list for one (1) year, 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 an 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 (45) or more days. The Employer may lay off an employee for a definite period of forty-four (44) 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)

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 Employers' 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 XXI.

ARTICLE XII 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 this 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 her/his representative and her/his immediate supervisor. The Union shall receive an answer to 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 of 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 binding on both the Employer and the Union and shall be based 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 records 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 or an 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, Veteran’s 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 such 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 XIII DISCIPLINE AND DISCHARGE

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 discipline procedure or any investigation which could lead to disciplinary action. The Employer shall have an obligation to inform or advise an employee of the provisions of the Section.

ARTICLE XIV PAY PLAN

Section 1. The employees shall receive total compensation in accordance with the Wage Schedule attached hereto as Appendix A, effective January 1, 2022, Appendix B, effective January 1, 2023, and Appendix B-1, effective January 1, 2024. No employee shall receive an increase in total compensation that moves their total compensation beyond the maximum

for their classification.

Section 2. Advancement on the Wage Schedule – Job Promotion. If an employee is promoted, such promotion will not result in a salary decrease.

An employee advancing on the Wage Schedule as a result of a job promotion will be placed at the first step in the new position which will result in an increase in pay. An employee on Step 9 advancing on the Wage Schedule as a result of the job promotion will be placed at the first step in the new position which will result in an increase in pay plus one step, not to exceed Step 9 of the new position.

When advancement as a result of job promotion results in an employee being placed on a step in the new position below Step 9, the employee will advance on the Wage Schedule on January 1 in future years (until Step 9 is reached).

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 and progress one step on January 1 of each calendar year, until they reach the top of the Wage Schedule (Step 9), except as provided in this Section or 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, but below Step 4, 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 XV GROUP INSURANCE BENEFITS

Section 1. The Employer shall pay the premium on \$10,000 of life insurance and \$10,000 of Accidental Death and Dismemberment (AD&D) insurance. An additional \$20,000 of life insurance and an additional \$20,000 of Accidental Death and Dismemberment (AD&D) insurance will be provided for full-time employees.

Section 2. Effective January 1, 2022 the County shall pay 100% of the monthly premium for single Major Medical Group Coverage. If an employee elects to enroll in the lower cost/higher deductible single County VEBA/HSA Group Plan, the monthly difference will be paid into the Employee's VEBA/HSA account. The County payment toward the monthly premium for family coverage shall not exceed \$1,469 for the County Major Medical Group Plan (Common) and the County shall pay \$1,499 per month for the family coverage for the County VEBA/HSA Group Plan.

Effective January 1, 2023 the County shall pay 100% of the monthly premium for single Major Medical Group Coverage. If an employee elects to enroll in the lower cost/higher deductible single County VEBA/HSA Group Plan, the monthly difference will be paid into the Employee's VEBA/HSA account. The County shall pay 90% of the monthly premium for family coverage for the County Major Medical Group Plan (Common) and the County shall pay 95% of the monthly premium for family coverage for the County VEBA/HSA Group Plans.

Effective January 1, 2024 the County shall pay 100% of the monthly premium for single Major Medical Group Coverage. If an employee elects to enroll in the lower cost/higher deductible single County VEBA/HSA Group Plan, the monthly difference will be paid into the Employee's VEBA/HSA account. The County shall pay 90% of the monthly premium for family coverage for the County Major Medical Group Plan (Common) and the County shall pay 95% of the monthly premium for family coverage for the County VEBA/HSA Group Plans.

Section 3. 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 state statute.

ARTICLE XVI EMPLOYER AUTHORITY

Section 1. It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authorities 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 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 to 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 existing methods, equipment or facilities.

Section 2. The Employer retains all rights and privileges not specifically addressed or modified by this Agreement.

ARTICLE XVII 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 of employment. In the event that 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 XVIII RIGHT OF SUBCONTRACT

Section 1. Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by the employees covered by this Agreement.

Section 2. In the event the Employer determines to contract out or subcontract any work performed by the 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 XIX 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 XX 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 XXI 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 XXII
DURATION OF AGREEMENT**

Section 1. This Agreement shall be in full force and effect from January 1, 2022 to December 31, 2024 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.

FOR THE UNION,
AFSCME DISTRICT COUNCIL NO. 65

FOR THE EMPLOYER:
KOOCHICHING COUNTY
BOARD OF COMMISSIONERS



Staff Representative



County Board Chair



Committee Member



County Labor Negotiator*

*Not a party to this Agreement.

APPENDIX A

2022 Wage Scale: Placement and 2% COLA

Grade	Zone	1			2			3			
		Steps	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	3.00%	3.00%	3.00%
		1	2	3	4	5	6	7	8	9	
SSS	105%	\$19.11	\$19.88	\$20.68	\$21.50	\$22.36	\$23.26	\$23.95	\$24.66	\$25.41	
STA2	105%	\$21.07	\$21.92	\$22.80	\$23.70	\$24.65	\$25.64	\$26.41	\$27.20	\$28.02	
STA3	105%	\$22.12	\$23.01	\$23.93	\$24.89	\$25.89	\$26.93	\$27.73	\$28.57	\$29.43	
STA4	105%	\$23.23	\$24.15	\$25.12	\$26.13	\$27.17	\$28.26	\$29.11	\$29.99	\$30.89	
STA5	105%	\$24.39	\$25.37	\$26.38	\$27.43	\$28.53	\$29.67	\$30.56	\$31.48	\$32.43	
PM3	105%	\$29.65	\$30.83	\$32.07	\$33.35	\$34.69	\$36.08	\$37.16	\$38.27	\$39.42	

2022 Initial Placement:

Employees shall be placed according to the position rank at the step that results in a wage increase based on the current wage of the employee as of the date the union ratifies the contract, with the following exceptions:

- (1) For any employee who will complete 10 years of full-time employment during the 3-year contract term, one additional step will be awarded (if the employee is not already at Step 9).
- (2) For any employee who has completed 20 or more years of full-time employment, two additional steps will be awarded (if the employee is not already at Step 9).

2023-2024 Step Movement:

Full-time employees shall progress one step on January 1 of each calendar year, until they reach the top of the Wage Schedule (Step 9). Part-time employees shall progress to the next step after each 2,080 hours of work, which is equivalent to full-time annual work hours. For advancement due to job promotion, see Article XIV, Section 2.

For any employee who completes 20 years of full-time employment during the 3-year contract term, one additional step will be awarded at the employee's anniversary date (if the employee is not already at Step 9).

DAR	CLASSIFICATION
SS5	Office Support Specialist
STA2	Accounting Technician I, Case Aide, Public Health Support Specialist
STA3	Family Based Service Provider
STA4	Child Support Enforcement Officer, Eligibility Worker, Public Health Accounting Specialist
STA5	Child Support Officer
PM3	Social Worker

APPENDIX B

2023 Wage Scale: 2.5% COLA

Grade	Zone	1			2			3		
		Steps	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	3.00%	3.00%
	ade Distan	1	2	3	4	5	6	7	8	9
SS5	105%	\$19.59	\$20.38	\$21.19	\$22.04	\$22.92	\$23.84	\$24.55	\$25.28	\$26.04
STA2	105%	\$21.60	\$22.47	\$23.37	\$24.30	\$25.27	\$26.28	\$27.07	\$27.88	\$28.72
STA3	105%	\$22.68	\$23.59	\$24.53	\$25.51	\$26.53	\$27.60	\$28.43	\$29.28	\$30.16
STA4	105%	\$23.81	\$24.76	\$25.75	\$26.79	\$27.85	\$28.97	\$29.84	\$30.74	\$31.66
STA5	105%	\$25.00	\$26.00	\$27.04	\$28.11	\$29.24	\$30.41	\$31.32	\$32.26	\$33.24
PM3	105%	\$30.39	\$31.61	\$32.87	\$34.19	\$35.56	\$36.98	\$38.09	\$39.23	\$40.41

2023-2024 Step Movement:

Full-time employees shall progress one step on January 1 of each calendar year, until they reach the top of the Wage Schedule (Step 9). Part-time employees shall progress to the next step after each 2,080 hours of work, which is equivalent to full-time annual work hours. For advancement due to job promotion, see Article XIV, Section 2.

For any employee who completes 20 years of full-time employment during the 3-year contract term, one additional step will be awarded at the employee's anniversary date (if the employee is not already at Step

DAR	CLASSIFICATION
SS5	Office Support Specialist
STA2	Accounting Technician I, Case Aide, Public Health Support Specialist
STA3	Family Based Service Provider
STA4	Child Support Enforcement Officer, Eligibility Worker, Public Health Accounting Specialist
STA5	Child Support Officer
PM3	Social Worker

APPENDIX B-1

2024 Wage Scale: 2.5% COLA

Grade	Zone	1			2			3		
		Steps	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
		1	2	3	4	5	6	7	8	9
SS5	105%	\$20.08	\$20.89	\$21.72	\$22.59	\$23.49	\$24.44	\$25.16	\$25.91	\$26.69
STA2	105%	\$22.14	\$23.03	\$23.95	\$24.91	\$25.90	\$26.94	\$27.75	\$28.58	\$29.44
STA3	105%	\$23.25	\$24.18	\$25.14	\$26.15	\$27.19	\$28.29	\$29.14	\$30.01	\$30.91
STA4	105%	\$24.41	\$25.38	\$26.39	\$27.46	\$28.55	\$29.69	\$30.59	\$31.51	\$32.45
STA5	105%	\$25.63	\$26.65	\$27.72	\$28.81	\$29.97	\$31.17	\$32.10	\$33.07	\$34.07
PM3	105%	\$31.15	\$32.40	\$33.69	\$35.04	\$36.45	\$37.90	\$39.04	\$40.21	\$41.42

2023-2024 Step Movement:

Full-time employees shall progress one step on January 1 of each calendar year, until they reach the top of the Wage Schedule (Step 9). Part-time employees shall progress to the next step after each 2,080 hours of work, which is equivalent to full-time annual work hours. For advancement due to job promotion, see Article XIV, Section 2.

For any employee who completes 20 years of full-time employment during the 3-year contract term, one additional step will be awarded at the employee's anniversary date (if the employee is not already at Step 9).

DAR	CLASSIFICATION
SS5	Office Support Specialist
STA2	Accounting Technician I, Case Aide, Public Health Support Specialist
STA3	Family Based Service Provider
STA4	Child Support Enforcement Officer, Eligibility Worker, Public Health Accounting Specialist
STA5	Child Support Officer
PM3	Social Worker

APPENDIX C

Seniority List
 Updated: July 22, 2022

Name	Rank	Hours	Step Dates
BRACKIN	MICHELLE	STA4	8 Step 2 1/1/2023 Step 3 1/1/2024
CARLSON	TONYA	STA4	8 Step 2 1/1/2023 Step 3 1/1/2024
CHRISTENSON	CARMEN	STA5	8 Step 5 1/1/2023 Step 6 1/1/2024
FLANSBURG	EMILY	PM3	8 Step 2 1/1/2023 Step 3 1/1/2024
GEORGE	DIXIE	STA4	8 Step 2 1/1/2023 Step 3 1/1/2024
HENNINGSEN	ANNE	PM3	8 Step 4 1/1/2023 Step 5 1/1/2024
HIEBERT	JESSICA	STA4	8 Step 3 1/1/2023 Step 4 1/1/2024
HILFER	TAWNA	STA2	8 Step 5 1/1/2023 Step 6 1/1/2024
HOLENKO	ANGELA	STA4	8 Step 5 1/1/2023 Step 6 1/1/2024
KALPAK	KRISTY	STA6	8 Step 2 1/1/2023 Step 3 1/1/2024
KING	SHELLY	STA2	8 Step 5 1/1/2023 Step 6 1/1/2024
KOKESH	BRADLEY	PM3	8 Step 5 1/1/2023 Step 6 1/1/2024
KOKESH	JESSICA	PM3	8 Step 4 1/1/2023 Step 5 1/1/2024
LUCEK	SUSAN	STA4	8 Step 5 1/1/2023 Step 6 1/1/2024
MCBRIDE	STEPHANIE	STA2	8 Step 4 1/1/2023 Step 5 1/1/2024
MELHORN	EMILY	STA4	8 Step 2 1/1/2023 Step 3 1/1/2024
NELSON	MARY	SS5	8 Step 6 1/1/2023 Step 7 1/1/2024
NORMAN	CODY	STA4	8 Step 4 1/1/2023 Step 5 1/1/2024
OLSON	ROYETTE	PM3	8 Step 4 1/1/2023 Step 5 1/1/2024
OLSON	ARIEL	PM3	8 Step 4 1/1/2023 Step 5 1/1/2024
SCHULTZ	REBECCA	STA4	8 Step 5 1/1/2023 Step 6 1/1/2024

SIMON	SEVON	STA4	8	Step 5 1/1/2023 Step 6 1/1/2024
SPRY	PAMM-ELLA	STA4	8	Step 5 1/1/2023 Step 6 1/1/2024
SVIR	MARY	PM3	8	Step 6 1/1/2023 Step 7 1/1/2024
TREAT	TAMMIE	PM3	8	Step 5 1/1/2023 Step 6 1/1/2024
WADAGA	SUSAN	STA2	8	Step 2 1/1/2023 Step 3 1/1/2024
WEGNER	HEIDI	SS5	4	Step increase every 2080 hours Step 2 1/1/2023
WEGNER	WALKER	STA2	8	Step 3 1/1/2024 Step 4 1/1/2023
WERNER	ALANA	STA3	8	Step 5 1/1/2024 Step 6 1/1/2023
WHITBECK	RANAE	PM3	8	Step 7 1/1/2024

APPENDIX C
Seniority List

Updated: JULY 20, 2022

NAME		RANK	OVERALL SENIORITY	DEPARTMENT SENIORITY
Office Support Specialist				
NELSON	MARY	SS5	6/3/2013	6/3/2013
WEGNER	HEIDI	SS5	9/4/2018	9/4/2018
Account Technician I				
MCBRIDE	STEPHANIE	STA2	6/6/2016	6/6/2016
WADAGA	SUSAN	STA2	5/31/2022	5/31/2022
Eligibility Worker				
BRACKIN	MICHELLE	STA4	6/27/2022	6/27/2022
CARLSON	TONYA	STA4	8/19/2019	3/7/2022
GEORGE	DIXIE	STA4	7/11/2022	7/11/2022
HIEBERT	JESSICA	STA4	4/8/2019	4/8/2019
HOLENKO	ANGELA	STA4	8/5/2013	8/5/2013
LUCEK	SUSAN	STA4	12/9/2013	12/9/2013
NORMAN	CODY	STA4	8/31/2015	8/31/2015
SCHULTZ	REBECCA	STA4	4/14/2008	4/14/2008
SIMON	SEVON	STA4	6/16/2014	7/27/2015
Family Based Service Provider				
WERNER	ALANA	STA3	9/28/2015	1/16/2018
Child Support Officer				
CHRISTENSON	CARMEN	STA5	7/16/2012	5/9/2022
KALPAK	KRISTY	STA5	10/11/2021	10/11/2021
Child Support Enforcement Officer				
MELHORN	EMILY	STA4	10/25/2021	10/25/2021
Social Worker				
FLANSBURG	EMILY	PM3	3/9/2015	8/3/2020
HENNINGSEN	ANNE	PM3	11/30/2015	11/30/2015
KOKESH	BRADLEY	PM3	5/3/2007	5/3/2007
KOKESH	JESSICA	PM3	11/19/2015	11/19/2015
OLSON	ROYETTE	PM3	10/26/2015	10/26/2015
OLSON	ARIEL	PM3	3/6/2017	3/6/2017
SVIR	MARY	PM3	9/4/1990	9/4/1990
TREAT	TAMMIE	PM3	12/19/2007	12/19/2007
WHITBECK	RANAE	PM3	9/18/1978	9/18/1978
Case Aide				
HILFER	TAWNA	STA2	2/11/2014	8/10/2015
WEGNER	WALKER	STA2	10/12/2020	10/12/2020
Public Health Support Specialist				
KING	SHELLY	STA2	9/20/2004	5/17/2013
Public Health Accounting Specialist				
SPRY	PAMM-ELLA	STA4	1/27/1997	1/27/1997