

AGREEMENT  
Between

CROW WING COUNTY  
And

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
AFL-CIO LOCAL UNION #689A

January 1, 2020 - December 31, 2022

## Table of Contents

AGREEMENT .....	3
Article 1 – Recognition.....	3
Article 2 – Definitions .....	3
Article 3 - Employee Rights.....	4
Article 4 - Employer Rights .....	5
Article 5 - Hours of Work.....	5
Article 6 - Overtime .....	5
Article 7 - Holidays.....	6
Article 8 - Paid Time Off (PTO).....	7
Article 9 - Leaves of Absence.....	10
Article 10 - Grievance Procedure.....	13
Article 11 - Discipline and Discharge.....	16
Article 12 - Probationary Period .....	16
Article 13 - Seniority.....	17
Article 14 - Insurance.....	19
Article 15 - General Provisions.....	22
Article 16 - Rates of Pay .....	22
Article 17 - Benefits for Part-Time Employees .....	23
Article 18 - Duration .....	24
APPENDIX A – PAY GRADES .....	<b>Error! Bookmark not defined.</b>
APPENDIX B - PAY PLAN.....	26

## **AGREEMENT**

This Agreement is entered into between the Crow Wing, hereinafter the Employer, and Local #689, Minnesota Council #65, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended.

### **Article 1 – Recognition**

#### **Section 1. Recognition**

In accordance with the P.E.L.R.A., the Employer recognizes Local 689, Minnesota Council #65, of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for:

All employees of the County of Crow Wing, Brainerd, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, who are in the following departments: Administrative Services, County Attorney (office clerical only), Sheriff (office clerical only), Land Services, U of M Extension, County Administrator, Human Resources, and Highway (office clerical only); excluding all employees of Community Services, Highway Maintenance and Engineering, Facilities Custodial/Maintenance, supervisory and confidential employees.

#### **Section 2.**

In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new class, the issue shall be submitted to the Bureau of Mediation Services for determination.

#### **Section 3.**

No discrimination shall be exercised against any employee because of union membership or because of race, creed, sex, color, religious belief, political belief, age, disability or sexual orientation.

### **Article 2 – Definitions**

#### **Section 1. Terms and Conditions of Employment**

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Employer's personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of M.S. 179A.07 regarding the rights of public employers and the scope of negotiations.

#### **Section 2. Regular Full-Time Employee**

An employee who has successfully completed the six (6) month probationary period and who regularly works forty (40) hours per week.

#### **Section 3. Regular Part-Time Employee**

An employee who has successfully completed the six (6) month probationary period working less than full time and who works more than the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal workweek, and more than sixty-seven (67) workdays per year.

#### **Section 4. Other Terms**

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

### **Article 3 - Employee Rights**

#### **Section 1. Dues Check-Off**

- 1.1 When requested to do so by AFSCME, the employer shall deduct each month from the pay of those Employees the regular deductions which are authorized in writing and shall forward monies to the designated AFSCME office.
- 1.2 The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301) with a list of the names of employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted.
- 1.3 The union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

#### **Section 2. Fair Share Fee**

The Union may collect a Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A.06, Subd.3. Fair Share Fees, shall be deducted by applicable law.

#### **Section 3. Indemnification**

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken or not taken by the Employer under all provisions of this Article

#### **Section 4. Union Notices**

The Employer shall make space available on the SharePoint site for posting of Union notices.

#### **Section 5. Use of Technology**

The Employer shall permit Union officers to utilize employer voicemail and email systems for the purpose of notifying Union members of Union membership meetings.

#### **Section 6. Access to Premises**

Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Such access shall not extend to private offices.

### **Section 7. Employee Rights**

The employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leave of absence, with prior approval, and without pay, for the purpose of conducting AFSCME business when such time will not unduly interfere with the operations of employee's department.

### **Section 8. Employees Participating in Negotiations**

The employer agrees to set the limit of Employees participating in negotiations at five (5) employees from the bargaining unit. These employees will be paid their regular rate of pay if negotiations occur during their regular scheduled shift.

## **Article 4 - Employer Rights**

### **Section 1. Inherent Managerial Rights**

The exclusive representative recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

### **Section 2. Employer Authority**

The Employer retains all rights to operate and manage all facilities and equipment; all rights to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to set the number of positions in the department; and to select, direct, transfer, remove and determine appropriate discipline of personnel, and to perform all other managerial functions, duties, and responsibilities. Except as herein clearly and explicitly limited in the express terms of this Agreement, the right of the Employer in all respects to manage its business, operations, and affairs shall be unimpaired.

### **Section 3. Reservation of Managerial Rights**

The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management function not expressly delegated in this Agreement are reserved to the Employer.

## **Article 5 - Hours of Work**

### **Section 1. Work Week**

All full-time employees shall work a forty (40) hour workweek. This shall not be construed to be a guarantee of forty (40) hours per week.

### **Section 2. Rest Period**

Employees shall be granted one fifteen (15) minute rest period in each four (4) hours of work. Such rest periods shall normally be taken near the midpoint of each such four (4) hour work period.

## **Article 6 – Overtime**

### **Section 1. Policy**

All hours worked in excess of forty (40) hours per week shall be compensated for at one and one-half (1½) times the employee's regular hourly rate of pay. The standard workweek is Monday through Friday forty (40) hours unless otherwise approved.

**Section 2. Notification**

All potential overtime work must be authorized by the immediate supervisor or department head prior to actually working the overtime hours.

**Section 3.**

All Paid Time Off (PTO) hours, paid holiday hours, Extended Leave Bank (ELB) hours, paid leaves of absence, and all working hours spent at conferences, seminars, meetings and the like for which attendance has been authorized by the Employer shall be considered as "time worked" for purposes of this Article.

**Section 4.**

Hours worked on Saturday and Sunday must be approved by the supervisor. Employees shall be compensated at the rate of time and one-half (1½) for hours worked on Saturdays and Sundays. Hours worked on Saturday and Sunday will not count toward the standard 40-hour workweek. This Section shall not apply to employees who accept a position requiring Saturday and/or Sunday work or flex schedules as mutually agreed to between the employee and supervisor.

**Section 5.**

Employees called back to work in the county offices during their off-duty hours shall be paid a minimum of two (2) hours pay at one and one-half (1 ½) times their regular straight-time hourly rate. When an employee completes work remotely a minimum of one (1) hour at one and one-half (1 ½) times their regular straight-time hourly rate will be paid.

**Section 6.**

Overtime earned pursuant to the terms of this Article may be compensated in the form of equivalent compensatory time off provided it is mutually agreed upon between the employee and his/her supervisor. Compensatory time may be accrued in one-hour increments and may be used in ½ hour increments. Scheduling of accrued compensatory time off requires prior authorization of the employee’s immediate supervisor. The maximum accrual of compensatory time is forty (40) hours.

**Article 7 - Holidays**

**Section 1. Benefits**

All full-time employees shall receive the following days off with pay:

- New Year's Day..... January 1st
- Martin Luther King Jr. 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
- Veterans Day ..... November 11th.
- Thanksgiving Day ..... Fourth Thursday in November
- Day after Thanksgiving..... Friday after Thanksgiving
- Christmas Eve (not to exceed four hours)..... December 24th.
- Christmas Day..... December 25th.

**Section 2. To Qualify**

In order for an employee to qualify for the holiday pay provided in this article, they must be on pay status on the last scheduled work day immediately preceding the holiday, and the first scheduled workday immediately following the holiday.

**Section 3. Holidays and Weekends**

When any of the above holidays fall on a Saturday, the preceding day shall be a holiday, and when any of the above holidays falls on a Sunday, the following day shall be a holiday. The County will be open regular business hours Monday – Friday when Christmas Eve falls on a Saturday or Sunday. Employees may arrange for Christmas Eve holiday time off during the week preceding or following by mutual agreement with their supervisor.

**Section 4. Work on a Holiday**

Employees required to work on any holiday shall receive one and one-half (1½) times their regular rate of pay for all hours worked, in addition to their regular salary.

**Section 5.**

When a paid holiday falls on an employee's scheduled day off or during a Paid Time Off (PTO) period, the employee shall receive an additional day off or an additional day of PTO.

**Article 8 - Paid Time Off (PTO)**

**Section 1. Accrual Rates**

The following PTO benefits are available to all full-time regular employees.

Years of Service	Days Earned Per Month	Hours Earned Per Month	Days Earned Per Year	Hours Earned Per Year
0-3 Years	1.75	14	21	168
4-5 Years	2.00	16	24	192
6-7 Years	2.25	18	27	216
8-15 Years	2.50	20	30	240
16-19 Years	2.75	22	33	264
20+ Years	2.83	22.67	34	272

PTO is earned in hours per pay period according to the benefit schedule and may be used in future pay periods, after being earned, in increments of not less than 30 minutes.

When the employee's length of service reaches the next higher rate of accrual, the new rate of accrual shall begin on the first day of the pay period following the date of eligibility. For example, the initial accrual rate changes at the beginning of the fourth year of continuous employment as measured by the anniversary date of hire.

Part-time employees who are regularly scheduled to work twenty (20) or more hours per week shall accrue PTO on a pro-rated basis.

## **Section 2. Restrictions**

PTO shall not accrue during a period of unpaid leave of absence.

Maximum PTO accrual is 480 hours. PTO accruals are suspended at any time the accrued benefit exceeds 480 hours.

Usage may be limited to not result in more than 40 paid hours in the workweek.

## **Section 3. Separation from Employment**

Payment for all unused PTO shall be paid out to separating employees in good standing. Any employee who is separated from employment by layoff, resignation, retirement, disability or death, shall be paid for all unused PTO accrued to his/her credit. Any employee terminated for cause or resigns pending charges of misconduct or other grounds for termination, shall not be entitled to this benefit and shall forfeit all accrued PTO.

## **Section 4. Scheduling**

An employee shall provide written notice of PTO desired off as far in advance as possible. Should a conflict occur in the scheduling of PTO it will be resolved in favor of the first person to make the request and then on the basis of seniority.

## **Section 5. Medical Certification**

Physician's certification stating the nature and duration of an illness or injury and/or verification of the employee's inability to perform the duties and responsibilities of his/her assignment may be required at the discretion of the supervisor before the use of unscheduled/emergency PTO is approved. A statement attesting to the employee's ability to return to work and perform the essential functions of that employee's position may also be required before the employee returns to work.

## **Section 6. Extended Leave Bank (ELB)**

Employees hired before January 1, 2009, may have accrued hours in the ELB according to the conversion policies of the Crow Wing County PTO Plan approved by the County Board of Commissioners on October 23, 2007. The ELB may be used for illness or disability for the employee or to care for immediate family members of greater than three workdays on the same basis as the prior sick leave. Absence due to illness, disability or injury may be taken from the ELB or from the PTO Plan, at the employee's choice; however, the supervisor may require acceptable medical verification that the absence qualified under the prior sick leave requirements before approving the use of ELB time.

## **Section 7. Application ELB Hours**

ELB hours may be accessed following the third consecutive day of absence attributable to the employee's illness and/or disability. ELB hours may also be used following the third consecutive day of absence attributable to the serious illness or injury of an employee's immediate family. Immediate family, for the purpose of this section, shall be limited to the



employee's spouse, children, parent, step-parent, stepchildren, and grandchildren of the employee or their spouse when no other person is available to provide the necessary nursing care. The three (3) day eligibility waiting period, once satisfied, does not apply to recurring absences relating to the original illness or injury when they return to work period is less than thirty (30) days.

**Section 8. Medical Certification**

Physician's certification stating the nature and duration of an illness or injury and/or verification of the employee's inability to perform the duties and responsibilities of his/her assignment may be required at the discretion of the supervisor before the use of unscheduled/emergency ELB is approved. A statement attesting to the employee's ability to return to work and perform the essential functions of that employee's position may also be required before the employee returns to work. ELB usage attributable to the illness or injury of a member of the employee's immediate family may require a physician's certification and/or verification of the illness of the family member.

**Section 9. Separation from Employment**

Any County employee separating his/her employment with the County will forfeit any accrued ELB hours unless otherwise provided as defined by applicable severance language.

**Section 10. ELB Accumulation**

ELB hours represent employee's accrued unused sick leave as of 12/31/08. No additional accruals may be earned following 12/31/08.

**Section 11. PTO Leave Transfer**

Employees may transfer up to forty (40) hours of accrued PTO from their personal PTO account to the PTO Bank, providing they have used a minimum of eighty (80) hours of PTO in the preceding calendar year. The PTO donation is irrevocable. Donors may not designate a recipient for their PTO donation.

Employees may request up to eighty (80) hours of donated PTO from the PTO Bank annually only if all of the following conditions are met:

- The employee is unable to work due to a medical emergency that will require a prolonged absence. Verification of the medical emergency is required before any leave transfer is approved.
- The employee has exhausted, or it is apparent will soon exhaust, all of their own paid leave time including PTO and ELB.
- The employee is not receiving workers' compensation payments for the absence.
- If receiving short-term disability payments, the combination of short-term disability and donated time may not exceed normal pay.

The county reserves the right to determine eligibility for PTO transfer on a case-by-case basis. An employee requesting leave donations will complete the donation request form and submit to the human resource department for approval. The employee may appeal to the county administrator for review and consideration if the request was denied. The decision of the county administrator shall be final. Approved donation requests will be eligible to receive PTO donation for the duration of the medical emergency or eighty (80) hours annually, whichever occurs first. The donated leave will be transferred at the donor's pay rate and used at the recipient's pay rate. Exercise of the PTO transfer policy shall not establish a precedent or practice and shall not be subject to the grievance procedure.

**Section 12. PTO Cash-in-Lieu**

The cash-in-lieu of PTO offers employees an opportunity to receive a cash payment of up to 40 hours of PTO annually. Cash in-lieu of PTO requests can only be made during the benefits open enrollment period, but no later than December 31 of the current year. It is an irrevocable election to receive pay in-lieu of PTO that will be accrued in the next calendar year.

Payments are issued during the first pay period in May following the cash-in-lieu of the PTO election. Participants will receive pay for the amount of cash-in-lieu of PTO requested or the PTO accrual balance in their account as of April 30<sup>th</sup>, whichever is less. To be eligible for this program participants must have a minimum PTO balance of 200 hours in their account at the time of election and have used 80 hours or more of PTO in the preceding calendar year.

**Section 13. Continuation of Benefits**

To the extent that the employee makes use of PTO or ELB, as provided herein, the employee shall not suffer any loss of seniority or other fringe benefits as provided by County employment.

**Article 9 - Leaves of Absence**

**Section 1. Family and Medical Leave Act**

The employer agrees to adhere to the Family and Medical Leave Act (FMLA) and its regulations and the state leave law and its regulations for all eligible employees in the bargaining unit. Employees eligible for taking FMLA leave shall be required to use all accumulated Extended Leave Bank (ELB) and Paid Time Off (PTO) balances during the leave period except that employees may elect to reserve up to eighty (80) hours of ELB and up to eighty (80) hours of PTO for future use. FMLA administrative policy guidelines are contained in the employer's Personnel Manual.

**Section 2. Parenting Leave**

Pursuant to Minnesota Statute 181.941, the County will grant an unpaid leave of absence to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child. If an employee is eligible for both the Minnesota parenting leave and FMLA, the two leaves will run concurrently. Administrative guidelines for such leave are contained in the employer's Personnel Manual.

**Section 3. School Conferences and Activities Leave**

Pursuant to Minnesota Statute 181.9412 sub 2 employees may utilize up to 16 hours of unpaid leave in any 12-month period to attend school conferences and classroom activities related to the employee's child if these activities cannot be scheduled during non-work hours. An employee may substitute PTO benefits, for unpaid leave under this section. Administrative guidelines for such leave are contained in the employer's Personnel Manual.

**Section 4. Sick or Injured Child Care Leave**

An employee may use accrued ELB hours, subject to eligibility waiting periods, or accrued PTO benefits due to illness or injury of the employee's child, for such reasonable periods as may be necessary for the employee to care for the child, on the same terms as the employee is able to use ELB hours and PTO benefits for his or her own illness or injury. For the purposes of sick or injured child care leave, "child" is defined as an individual under 18 years of age or an individual under the age of 20 who is still attending a secondary school.

## **Section 5. Medical Leave of Absence (Non-FMLA)**

In situations where an employee is suffering from a serious medical condition or disability which prevents the employee from working, where the employee is ineligible for or has exhausted all available FMLA benefits, the employee may make a written request for a medical leave of absence, along with supporting medical verification setting forth the length of time the employee is expected to be absent from work and the reason why. The employee's department head may grant such leave up to 10 workdays, at his/her sole discretion. The County Administrator, at his/her sole discretion, may grant a medical leave of absence of up to one calendar year. An extension beyond one year may be granted where a specific date that the employee is expected to be able to return to work has been provided by the employee's physician. Periodic updates from the certified healthcare provider may be required during the leave period.

Employees are required to utilize all but 80 hours of available personal time off and 80 hours of ELB hours during periods of medical leave whether FMLA or non-FMLA qualifying leave.

### Subd 1. Health and Life Insurance Continuance

Benefits will accrue during periods of paid medical leave. Paid medical leave is defined as those in which the employee has sufficient PTO or ELB to maintain regular full-time or benefit eligible part-time status or those periods in which the employee is receiving short term disability benefits from the employer. Health insurance continuation during periods of paid medical leave will require the employee to pay the employee premium contribution throughout the qualifying leave period.

For those periods of unpaid medical leaves, excluding unpaid leaves that are FMLA qualifying and including those paid through workers' compensation insurance or long term disability insurance, where the employee has exhausted all available PTO and ELB, the County will continue to pay its portion of the employee's health and life insurance premiums on the following schedule:

- A. A full-time employee or eligible part-time employee with less than six months of employment, the employee pays 100% of the group rate.
- B. A full-time employee or eligible part-time employee with six months of employment but less than three (3) years of uninterrupted employment, the County will pay the county's portion of the premium for the first two (2) months of the leave of absence.
- C. A full-time employee or eligible part-time employee with three (3) years of uninterrupted employment or more, the County will pay the County's portion of the premium for the first three (3) months of the leave of absence.
- D. Upon the expiration of the County's premium contribution period as defined in this Article, the employee may extend the health, dental and life insurance coverage as provided through COBRA.

### Subd 2. Other Benefits While on Unpaid Leave of Absence

Employees shall not accrue PTO benefits while on an unpaid leave of absence. Employees shall not be entitled to compensation for holidays observed during an unpaid leave of absence.

### Subd 3. Reinstatement

Any employee returning from an approved unpaid leave of absence as covered by this Section shall be entitled to return to employment in his/her former position or another position in his/her former classification in service, or a position of comparable duties and pay.

## **Section 6. General Unpaid Leave of Absence**

A general unpaid leave of absence is a leave of absence from work for personal reasons and commences when PTO is exhausted. Under special circumstances, general leaves of absence without pay may be granted without exhausting PTO at the sole discretion of the Employer.

### Subd 1. Written Request

All general unpaid leaves of absence up to ten (10) days annually may be approved by the department head; leaves greater than ten (10) days annually must receive formal approval from the County Administrator. All such requests must be made in writing.

### Subd 2. Maximum Request

The general unpaid leave of absence period shall not exceed ninety (90) days. An employee, who has completed his/her probationary period, who is unable to perform his/her duties because of illness or injury and who has exhausted all ELB & PTO, may upon request, be granted a leave of absence, without pay, of up to one (1) year.

### Subd 3. Benefits While on General Unpaid Leave of Absence

Employees shall not accrue PTO benefits while on an unpaid leave of absence. Employees shall not be entitled to compensation for holidays observed during an unpaid leave of absence. Health, dental and life insurance benefits may be extended by the employee paying the full premium cost during the approved leave period.

## **Section 7. Educational Leave**

Leave with pay shall be granted for educational purposes if such education is specifically required by the Employer and the employee has received approval from the department head prior to taking the leave.

## **Section 8. Jury Duty & Witness Leave**

After notice to the proper department head or supervisor an employee shall be granted leave with pay for:

- A. Service on a jury
- B. Appearance before a court, legislative committee or other judicial or quasi-judicial body as a witness in an action involving the Federal Government, State of Minnesota, or a political subdivision thereof in response to a subpoena, unless the employee is a part of the action.

### Subd 1. Non-payment

Any absence, whether voluntary or in response to a subpoena or order to appear and testify in private litigation not as an employee of the County, but as an individual, shall be taken as personal time off or as an unpaid leave of absence. This section shall not be construed as granting paid leave to an employee bringing an action, civil or administrative, against the County.

## **Section 9. Military Leave of Absence**

Military leave shall be granted and administered pursuant to the provisions of state and federal law.

**Section 10. Funeral Leave**

All full-time employees shall be allowed to use up to three (3) paid days or a maximum of twenty-four (24) hours of funeral leave per instance in the event of the death of any member of the employee's immediate family, for attendance at the funeral, burial, will-reading, making funeral arrangements or other event or activity related to the death of a member of the immediate family. In unusual cases and with prior approval of the department head up to an additional five (5) days, taken from PTO, may be granted.

In the cases of death in the family situations not stated above, eligibility for one (1) day of funeral leave may be granted by request and at the discretion of the County Administrator. The decision of the County Administrator will be final and non-grievable. An employee may be required to present proof of death, such as a copy of the obituary or death certificate.

Immediate family is defined as the employee and his/her spouse, their parents, children, siblings, wards, grandparents and grandchildren whether by birth, marriage or adoption.

**Section 11. Color Guard or Pallbearer**

Up to one (1) day or a maximum of eight (8) hours of funeral leave may be taken by an employee for color guard or pallbearer responsibilities.

**Article 10 - Grievance Procedure**

**Section 1. Definition of a Grievance**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

**Section 2. Representative**

The employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.

**Section 3. Definitions:**

- A. Extension: Time limits specified in this Agreement may be extended by mutual agreement.
- B. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State law.
- C. Computation of Time: In computing, any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.
- D. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served, mailed electronically, or if it bears a postmark of the U. S. Postal Service within the time period.

- E. Reduced to writing: "Reduced to writing" shall mean setting forth in writing the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested.

**Section 4. Time Limitation:**

Grievances shall not be valid for consideration unless the grievance is submitted in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof.

**Section 5. Processing a Grievance:**

It is recognized and accepted by the Union and the Employer 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 a union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the Employee and the Union Representative have notified and received the approval of the department head who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer. Such approval shall not be unreasonably withheld.

**Section 6. Procedure:**

- Step 1. Informal Discussion. The Supervisor shall meet and discuss the grievance with the grievant and the grievant's representative, within twenty (20) working days after the receipt of the grievance.
  - a. It is understood that the grievant shall have the right to request a waiver of Step One when his/her immediate supervisor is included in the grievance. The County will consider the facts of all requests on an individual basis when making their decisions.
- Step 2. In the event the grievance is not resolved in Step 1, the decision rendered may be appealed to the department head provided such appeal is made within ten days after receipt of the decision in Step 1. If a grievance is properly appealed to the department head, he/she shall set a time to hear the grievance within ten (10) days. The department head shall issue his/her decision in writing within twenty (20) days after the meeting.
- Step 3. In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the County Administrator or his/her designee provided such appeal is made within 10 days after receipt of the decision in Step 2. If a grievance is properly appealed to the County Administrator or his/her designee, he/she shall hear the grievance within 20 days. The County Administrator or his/her designee shall issue a decision in writing within 10 days to the parties involved.
  - Step 3A. Upon completion of the previous procedure and prior to requesting arbitration, either the Union or the Employer may request mediation of the grievance by the Bureau of Mediation Services. Such a request must be made within ten (10) working days following the decision in Step 3. The time limit for requesting arbitration is tolled during mediation and if mediation does not resolve the grievance

within 30 days, arbitration may commence as hereafter provided in Step 4.

Step 4. If the grievance remains unresolved, the Union may, within 10 days after the response of the County Administrator or his/her designee, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator within seven days, either party may request the Bureau of Mediation Services to submit a panel of 7 arbitrators. Both the Employer and the Union shall have the right to strike three names from the panel. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator.

### **Section 7. Arbitrator's Authority**

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly presented before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. In considering any issue in dispute, in his/her order the arbitrator shall give due consideration to the statutory rights and obligations of the Employer to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the employee to the Employer at Step 2 of the grievance procedure and by the Employer at the arbitration hearing and shall have no authority to make a decision on any other issue not so submitted to him/her.

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 shall submit his/her decision in writing within 30 days following the close of the hearing or the submission of briefs by the parties; whichever is later unless the parties agree to an extension. Subject to the Uniform Arbitration Act, Minnesota Statutes 572.01 et seq., the decision shall be binding on both the Employer and the Union. It shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

### **Section 8.**

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. The parties shall equally share the cost of the reporter and transcript if the record is requested by either or both parties.

**Section 9. 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 in each step may be extended by mutual written agreement of the Employer and the Union.

**Section 10. Choice of Remedy**

If a grievance remains unresolved after Step 3 or 3A and involves a suspension, demotion or discharge of an employee, the grievance may be appealed either to Step 4 of the grievance procedure or to another procedure such as the Veterans Preference or Fair Employment Act. If appealed to any procedure other than Step 4 of the grievance procedure, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized and sign a statement to the effect that the choice of any other hearing procedure precludes the Union and the aggrieved employee from making subsequent appeal through Step 4 of the grievance procedure.

**Article 11 - Discipline and Discharge**

**Section 1.**

An employee may be disciplined only for just cause. Disciplinary action or measures may include any of the following: (1) oral reprimand; (2) written reprimand; (3) suspension; (4) demotion; and (5) discharge depending upon the reasons giving cause to discipline an employee. Any disciplinary action taken by the County may be processed as a grievance through the regular grievance procedure.

**Section 2.**

If the Employer has reason to reprimand an employee, the Employer shall attempt to do it in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand.

**Section 3.**

The employee shall have the right to request a Union representative to be present at any questioning concerning investigation for disciplinary action against the employee. The employee and the Union representative shall be allowed a reasonable amount of time without loss of pay for this purpose.

**Article 12 - Probationary Period**

**Section 1. Probationary Period**

All newly hired or rehired employees shall serve a six (6) month probationary period.

Subd. 1. At any time during the probationary period, the employer shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this



probationary period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned, and a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

Subd. 2. Under circumstances or conditions that prevent the making of a full and fair determination as a basis for granting permanent status or separating the employee from the service, a maximum of one (1) three (3) month extension of the probationary period may occur at the discretion of the employer. Initiation of the extension must occur before the expiration of the sixth-month probationary period. Written notice shall be provided to the employee and shall specify the reasons why the extension is required.

## **Article 13 - Seniority**

### **Section 1.**

Seniority shall be defined as an employee's length of continuous service with the County. Upon completion of the probationary period, the seniority date of the employee shall relate back to his/her initial date of employment.

### **Section 2.**

Part-time employees will complete the probationary period after the completion of 1,040 hours of service. A part-time employee's seniority standing shall be based upon his/her total hours of service. If a part-time employee goes to full-time employment, his/her total hours of service will be divided by 2,080 to establish an effective seniority date.

### **Section 3.**

The Employer and the local Union Representative shall jointly prepare and post seniority rosters on December 1 and June 1 of each year. The rosters shall list each Employee in order of seniority in the specific job classifications within the County.

Employees shall have thirty (30) calendar days from the date of the posting to supply written documentation, proof and a written request for seniority change to their department head. After said thirty (30) day period, the Employer and Union Representative shall evaluate any and all such written communications regarding the order of seniority shown on said list and may make such changes the Employer and Union Representative deem warranted. A final seniority list shall thereupon be prepared by the Employer and Local Union Representative, by January 15 and July 15 of each year, which final list shall be binding upon the Employer and all Employees except that this process shall be subject to the grievance procedure. The final list shall be posted in each department and a copy shall be provided to the local Union President.

Any such grievance must be filed within twenty (20) days of the date of posting the final seniority list.

Regardless of any other provisions in this Agreement, the most recent such final list, subject to changes through the grievance procedure, shall govern all seniority issues arising out of this Agreement until replaced by an updated final list generated in accordance with this Section. Appeals are limited to changes since the previous posting. When two or more employees have the same seniority date, their position on the seniority list shall be determined by the Employer.

### **Section 4.**

An employee shall lose seniority for the following reasons only:

- a. Resignation;
- b. By discharge in accordance with procedures set forth in this Agreement;
- c. If an employee does not return to work when recalled from layoff as set forth in the recall section below.

### **Section 5. Layoffs**

For purposes of this section qualified shall mean an employee who has successfully performed a work assignment of at least six months duration who possess the skill, ability, and qualifications to perform the remaining work available to him/her as bumping rights may allow, without more than twenty (20) working days of further training.

- A. If it becomes necessary for a layoff, the following procedure shall apply for all employees hired prior to 01/24/2017 as outlined in Article 18 Section 1:  
The least senior employee in the affected classification and department shall be laid off first. Employees to be laid off for an indefinite period will have at least two (2) calendar weeks' notice. A senior employee may "bump" the least senior employee in any classification that is equivalent to or less than the employee's current classification, provided he/she is qualified to do the job. An employee may only "bump" laterally or downward.
- B. If it becomes necessary for a layoff, the following procedure shall apply for all employees hired following 01/24/2017 as outlined in Article 18 Section 1: The least senior employee in the affected classification and department shall be laid off first. Employees to be laid off for an indefinite period will have at least two (2) calendar weeks' notice. A senior employee may "bump" the least senior employee in any classification within the department that is equivalent to or less than the employee's current classification, provided he/she is qualified to do the job. An employee may only "bump" laterally or downward. This provision will terminate on December 31, 2022, unless otherwise negotiated.
- C. Employees laid off shall be reinstated to the position from which they have been laid off, and may be considered for vacant positions in which they are qualified as such positions become available. The order of reinstatement shall be in the inverse order in which such qualified employees were laid off.

When laid off, an employee shall file with the Human Resource Office, the name and address to which any notice of reinstatement or availability of position shall be mailed. It shall be the responsibility of any employee laid off to provide for forwarding of mail or address changes. Mailing by certified mail any notice of reinstatement or availability of position to the employee at the last known address shall be sufficient. Failure of a notice to reach an employee shall not be the responsibility of the Employer if such notice has been mailed as provided herein.

If a position becomes available, the Employer shall simultaneously mail notice of the availability of position and seniority ranking to all qualified employees on layoff. Such employees shall have fourteen (14) days from the receipt of such mailing to indicate to the Human Resource Representative their willingness to accept re-employment. The most senior of said employees to reply affirmatively shall be reinstated. Failure to reply within such fourteen (14) day period shall constitute a waiver on the part of such employee to further rights

of employment or reinstatement, and shall forfeit any future reinstatement or employment rights.

Regardless of any other provision of the agreement, reinstatement rights shall automatically cease eighteen (18) months from the date of layoff and no further rights to reinstatement shall exist.

**Section 6. Vacancies and New Positions**

- A. Qualified employees from the bargaining unit who apply for a position shall be interviewed and considered along with other applicants. In the event that qualifications are determined to be equal, seniority shall be a tiebreaker.
- B. An employee selected to fill an opening shall be entitled to a trial period of thirty (30) calendar days and may elect to return to their former position or a position of similar status and pay within that period without loss of seniority. During the thirty (30) day trial period, if the employer determines that the employee is not suited for the position, the employee will be returned to their former position or a position of similar status and pay without loss of seniority.

**Section 7.** Any employee who voluntarily resigns from their employment and is subsequently rehired by the Employer, to the previous position, within six (6) months of resignation, shall receive the same rate of pay and same rate of Paid Time Off (PTO) accrual that was in effect when said Employee voluntarily resigned from their employment.

**Section 8. Departments**

For purposes of this Article, the following departments shall be used:

- |                         |                    |
|-------------------------|--------------------|
| Administrative Services | Highway Department |
| County Administrator    | Human Resource     |
| County Attorney Office  | Land Services      |
| Sheriff's Office        | U of M Extension   |

**Article 14 - Insurance**

**Section 1. Health and Dental Insurance**

Group health and group dental benefits are bundled as a single med-lock plan and as such cannot be purchased separately while actively employed. Staff who have terminated employment may continue dental, health or life benefits individually or as a whole as provided through COBRA.

Group health insurance coverage is available to all regular full-time employees and regular part-time employees who are regularly scheduled to work 30 hours or more per week. Eligibility for coverage begins on the first of the month following 30 days of qualifying employment. Enrollment

must occur within thirty days of qualifying employment to avoid late enrollment penalties. For those employees who are eligible to participate and choose to enroll in the group health and group dental plan, the County will contribute set dollar amounts toward this coverage.

The monthly employer premium contributions for the following health insurance plan options for eligible employees are as follows:

\$2800 (S) and \$5600 (F) High Deductible Health Plan with HSA/VEBA (Aware Network)

- Monthly VEBA or HSA contributions are \$134.64 (S) and \$233.34 (F).

\$3375 (S) and \$6750 (F) High Deductible Health Plan (Aware Network) with HSA/VEBA

- Monthly VEBA or HSA contributions are equal to 50% of the single or family deductible

\$3375 (S) and \$6750 (F) High Deductible Health Plan (Access Network) with HSA/VEBA

- Monthly VEBA or HSA contributions are equal to 50% of the single or family deductible

\$6750 (S) and \$13500 (F) Minimum Value Plan (Access Network)

- Monthly VEBA or HSA contributions are equal to 50% of the single or family deductible not to exceed IRS limits.

High Deductible Healthcare Plan: 80% of the monthly premium cost, inclusive of the month VEBA/HSA contribution is employer-paid.

Eligible regular part-time employees who are regularly scheduled to work 30 or more hours per week will be eligible for a prorated employer premium contribution equal to 75% of the regular full-time employer premium.

## **Section 2. Dental Insurance**

Group dental insurance coverage is available to all regular full-time employees and regular part-time employees who are regularly scheduled to work 30 hours or more per week. Eligibility for coverage begins on the first of the month following 30 days of qualifying employment and requires enrollment in the group health plan.

- The monthly employer dental premium contribution is 80%.
- The monthly employee dental premium contribution is 20%.

## **Section 3. Health Insurance - Retirees**

Employees who retire (meet the eligibility requirements of PERA and/or FICA at the time of separation), shall be entitled to stay in the group insurance plan offered by the County. Eligible employees and eligible spouses are required to transition to the Medicare Supplement Plan offered by the County upon becoming Medicare eligible. For those retirees eligible for subsidized retiree health insurance the following amounts will be paid toward the premiums by the Employer:

- A. Employees with less than seven (7) years of continuous qualifying service: the insured pays 100% of the group rate.
- B. Employees with seven (7) years of continuous qualifying service: the County pays one-third of the premium.
- C. Employees with fifteen (15) years of continuous qualifying service: the County pays two-thirds of the premium.
- D. Employees with twenty-five (25) years of continuous qualifying service: the County pays full

cost of the premium.

- E. The spouse of a deceased retiree shall be allowed to remain covered under the group insurance plan until such time as they remarry or have other insurance available.
- F. Employees who retire and their surviving spouses, receiving contributions towards health insurance under this section, shall be required to obtain Medicare Part B at their own expense upon becoming eligible and present the County with proof of participation in the Medicare Plan upon request.

The County’s contribution to the payment of Health Insurance for retired regular full-time employees and eligible regular part-time employees or the employee’s surviving spouse of this policy does not apply to any employee that was hired after August 03, 2005.

Effective January 1, 2009, no employee, having once qualified for retiree health insurance benefits as defined, who maintains continuous qualifying service with the employer, shall experience an increase or decrease in length of coverage, covered dependents, and eligibility dates as a result of promotion, transfer or demotion to a bargaining unit or non-contract classification which may contain language that is different than the language used to establish their initial retiree health insurance eligibility unless such changes are negotiated following January 1, 2009.

**Section 4. Health Care Savings Plan**

Employees hired after August 3, 2005, will be eligible for a post-retirement Health Care Savings Plan (HCSP) that will be funded by the employer and the employee. The employer will contribute thirty-five dollars (\$35.00) per month

**Section 5. Life Insurance**

All regular full-time employees and regular part-time employees who are regularly scheduled to work 30 hours or more per week, shall be provided a term life insurance policy of \$50,000.

**Section 6. Short Term Disability**

All regular full-time employees and regular part-time employees who are regularly scheduled 30 or more hours per week will be enrolled in the county’s short term disability plan following six months of regular employment.

**Section 7. Long Term Disability**

All regular full-time employees and regular part-time employees who are regularly scheduled to work 30 or more hours per week will be enrolled in the county’s long term disability insurance coverage following 180 days of continuous employment.

**Section 8. Termination of Coverage**

Employees and/or participants who cease to be eligible, may, under COBRA, elect to continue certain benefits for up to eighteen (18) months. Under certain circumstances i.e., changes in family status, eligibility for Medicare or death of a spouse the continuing coverage can be up to 36 months. Continuation of coverage requires enrollment and payment in compliance with the established enrollment and payment deadlines as governed by COBRA and published in the continuation materials or coverage will lapse.

**Section 9. Wellness Program(s)**

Employees who are enrolled in Employer-sponsored group health plans are eligible to participate in and complete Wellness Programs made available through the provider. Participation in the Wellness Programs by employees is completely voluntary.

## **Article 15 - General Provisions**

### **Section 1. Mileage**

Employees who use their own vehicles to travel on county business shall be reimbursed on a mileage basis at the authorized County rate per mile. Reimbursement must be authorized by the employee's department head.

## **Article 16 - Rates of Pay**

### **Section 1.**

The wages and salaries reflected in Appendix B attached hereto and shall be part of this Agreement. Any changes to the pay plans referenced in Appendix B must be negotiated with the union. Wage adjustments shall not be awarded following the expiration of this agreement until a successor agreement is negotiated.

### **Section 2.**

A. **Transfer to a Higher Classification:** When an employee is temporarily transferred by their department head to a higher-paid position classification for one week or more, the employee shall receive the salary of that classification at the employee's same pay rate.

When an employee is promoted to a position in a higher classification, the employee shall move to a pay rate in the new classification that provides a minimum of a 3% increase in the employee's hourly wage rate at the time the employee assumes the position. This excludes the re-classification of existing positions.

In the event that a position is increased under the comparable worth evaluation system to a higher paid classification, the employee shall be paid no less than the minimum rate of the new pay grade assigned to the classification and would be eligible for a wage adjustment at the next wage adjustment cycle as outlined in Appendix B.

B. **Transfer to a Lower Classification:** In the event, an employee voluntarily transfers to or bumps into a lower-paid position classification, the employee's wage shall be adjusted as necessary to fall within the wage scale of the new classification.

In the event that a position is downgraded under the comparable worth evaluation system to a lower-paid classification, the employee would not lose salary but would be frozen at their current salary until the lower classification range catches up.

### **Section 3.**

New Sheriff's Office support staff shall be furnished with initial issue items for the first year of service. After one (1) year of service, each employee of the Sheriff's Office shall be provided with a clothing allowance of five hundred fifty (\$550.00) dollars, and each year thereafter.

Sheriff's Office support staff will receive a five hundred fifty (\$550.00) dollar clothing allowance.

New Sheriff's Office support staff shall be furnished with initial issue items.

Employees in the following job classifications, Environmental Services Specialist, Environmental Services Specialist in Training, Senior Property/Commercial Assessor, Accredited Property Assessor, Property Assessor in Training, Survey Coordinator, Household Hazardous Waste Technical Assistant, shall receive a two hundred fifty (\$250.00) dollar clothing allowance.

For newly eligible employees, the clothing allowance will be pro-rated based on the number of full months remaining in the calendar year following their date of hire. The clothing allowance will be paid in the first quarter of each calendar year.

The clothing allowance is pro-rated for part-time employees; those part-time employees regularly scheduled to work 20-29 hours per week will receive 50% of the clothing allowance and those part-time employees regularly scheduled to work 30 hours or more per week receive 75% of the clothing allowance.

#### **Section 4.**

When an employee has prior approval by the department head to take training, the employee will be considered to be on paid status during travel time to and returning from the training site. Travel time will be considered from the normal work site or from the residence, whichever is less.

#### **Section 5.**

Employees may submit claims to replace prosthetic appliances, personal effects or other property of the employee when such personal effect, prosthetic or other property is destroyed or damaged in the course of the employee's employment other than damage caused by ordinary wear and tear, provided that recovery cannot be made under workers' compensation laws. The employer shall provide replacement benefits limited to actual costs not to exceed \$100.00 per incident.

### **Article 17 - Benefits for Part-Time Employees**

#### **Section 1.**

It is understood and agreed by the parties that regular part-time employees shall be eligible for benefits as follows:

Subd. 1. Holidays. Part-time employees will be paid for all holidays for which they are eligible based on the following pro-rata basis: Part-time employees regularly scheduled to work 20-29 hours per week (14-29 hours per week for part-time employees hired prior to January 1, 2009) will receive 50% of the holiday benefit. Part-time employees regularly scheduled to work 30 or more hours per week will receive 75% of the holiday benefit.

Subd. 2. Paid Time Off (PTO). Part-time employees employed an average of twenty (20) or more hours per week, (fourteen (14) hours per week for those part-time employees hired prior to January 1, 2009) shall accrue PTO on a pro-rata basis based on actual hours worked and/or paid according to the PTO schedule of benefits contained in this contract.

Subd. 3. Group Insurance. Part-time employees regularly scheduled to work 30 or more hours per week will receive 75% of employer contribution towards the group insurance premiums as reflected in the Insurance Article contained in this contract.

## **Article 18 - Duration**

### **Section 1. Term and Reopening Negotiations.**

This Agreement shall remain in full force and effect for a period commencing on January 1, 2020, through December 31, 2022, and thereafter until modifications are made pursuant to the P.E.L.R.A.

If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to the end of the contract. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

### **Section 2. Effect.**

This Agreement constitutes the full and complete Agreement between the Employer and the Union representing the employees. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, employer policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions.

Nothing in this Agreement shall be construed to obligate the Employer to continue or discontinue existing or past practices or prohibit the Employer from exercising all management rights and prerogatives, except insofar as this exercise would be in express violation of any term or terms of this Agreement.

### **Section 3. Finality.**

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be opened for negotiations during the term of this Agreement, except by mutual agreement of the parties.

### **Section 4. Severability.**

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

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

CROW WING COUNTY BOARD OF COMMISSIONERS  
BRainerd, MINNESOTA

DocuSigned by:  
*Rosemary Franzén*  
706CCE1F29FC400...  
Chair  
Board of Commissioners

Date: 1/8/2020

DocuSigned by:  
*Meliene Fontaine-Laska*  
37DA1E80013D47A...  
Meliene Fontaine-Laska  
Human Resource Director

Date: 1/8/2020

DocuSigned by:  
*Timothy J. Houle*  
F791D79D4943428...  
Timothy J. Houle  
County Administrator

Date: 1/9/2020

**Board Approved: December 31, 2019**

LOCAL #689A, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES

DocuSigned by:  
*Luke Langner*  
7C8A00C40DB9432...  
Luke Langner, Business Agent

Date: 1/10/2020

DocuSigned by:  
*Marcus Cadena*  
C7F091A9D007426...  
Marcus Cadena, President

Date: 1/9/2020

DocuSigned by:  
*Jennifer Strack*  
A043A18CC00D4F8...  
Jennifer Strack, Vice President

Date: 1/8/2020  
DocuSigned by:  
*ROBERTA VICKERMAN*  
469EB27CAD1C419...  
Roberta Vickerman, Secretary

Date: 1/12/2020  
DocuSigned by:  
*Beverly Tretter*  
7028095D4FE644C...  
Bev Tretter, Treasurer

Date: 1/9/2020

**APPENDIX A – PAY GRADES**

<b>Job Title</b>	<b>Grade</b>
Business Intelligence Analyst	180
CRM Developer	180
Lead Systems Administrator	170
GIS Coordinator	170
SharePoint/Website Administrator	170
Survey Coordinator	160
Assessor Sr. Prop/Commercial	160
Systems Administrator II	160
Lead Tech Support	160
Accredited Property Assessor	150
GIS Specialist	150
Systems Administrator I	150
Environmental Services Specialist	150
Admin/Technical Coordinator	140
Technical Support Technician II	140
Legal Assistant	140
Assessment Specialist	140
Property Assessor in Training	140
Environmental Services Specialist in Training	140
Accounting Technician	130
Elections Support Specialist	130
Technical Support Technician I	130
Customer Service Specialist	130
Admin/Technical Specialist, Sr	120
HHW Technical Assistant	110
Administrative Associate	100

**APPENDIX B PAY PLAN****2020 SALARY SCHEDULE**

GRADE	MIN	1/4	MID	3/4	MAX	GRADE
180	\$68,142	\$76,660	\$85,178	\$93,696	\$102,214	180
170	\$60,842	\$68,447	\$76,052	\$83,657	\$91,262	170
160	\$54,323	\$61,114	\$67,904	\$74,694	\$81,485	160
150	\$48,503	\$54,566	\$60,629	\$66,692	\$72,755	150
140	\$43,306	\$48,720	\$54,133	\$59,546	\$64,960	140
130	\$38,666	\$43,500	\$48,333	\$53,166	\$58,000	130
120	\$34,523	\$38,839	\$43,154	\$47,469	\$51,785	120
110	\$30,824	\$34,677	\$38,530	\$42,383	\$46,236	110
100	\$27,522	\$30,962	\$34,402	\$37,842	\$41,282	100

**2021 SALARY SCHEDULE**

GRADE	MIN	1/4	MID	3/4	MAX	GRADE
180	\$70,186	\$78,960	\$87,733	\$96,506	\$105,280	180
170	\$62,666	\$70,500	\$78,333	\$86,166	\$94,000	170
160	\$55,952	\$62,946	\$69,940	\$76,934	\$83,928	160
150	\$49,957	\$56,201	\$62,446	\$68,691	\$74,935	150
140	\$44,604	\$50,180	\$55,755	\$61,331	\$66,906	140
130	\$39,825	\$44,803	\$49,781	\$54,759	\$59,737	130
120	\$35,558	\$40,002	\$44,447	\$48,892	\$53,336	120
110	\$31,748	\$35,717	\$39,685	\$43,654	\$47,622	110
100	\$28,346	\$31,890	\$35,433	\$38,976	\$42,520	100

**2022 SALARY SCHEDULE**

GRADE	MIN	1/4	MID	3/4	MAX	GRADE
180	\$71,941	\$80,933	\$89,926	\$98,919	\$107,911	180
170	\$64,233	\$72,262	\$80,291	\$88,320	\$96,349	170
160	\$57,350	\$64,519	\$71,688	\$78,857	\$86,026	160
150	\$51,206	\$57,606	\$64,007	\$70,408	\$76,808	150
140	\$45,719	\$51,434	\$57,149	\$62,864	\$68,579	140
130	\$40,821	\$45,923	\$51,026	\$56,129	\$61,231	130
120	\$36,447	\$41,003	\$45,559	\$50,115	\$54,671	120
110	\$32,542	\$36,610	\$40,678	\$44,746	\$48,814	110
100	\$29,056	\$32,688	\$36,320	\$39,952	\$43,584	100

**APPENDIX B Performance-Based Pay - PAY PLAN**

Performance Based Pay Matrix				
PERFORMANCE	MIN-1/4	1/4-MID	MID-3/4	3/4-MAX
Out Performing	+ 2.00%			
Performing	3.50%	3.00%	2.50%	2.00%
Under Performing	0.00%	0.00%	0.00%	0.00%

## Personnel Manual Appendix D

Reference entire Appendix D – section Performance Management and Planning Processes.  
Below are key reference points for the Performance Management process.

Employees will receive the wage adjustment for the “Performing” level on January 1<sup>st</sup> each year providing they are meeting the performance expectations of their job. Any employee receiving an “Underperforming” rating must be notified of this rating prior to December 1<sup>st</sup>. No wage adjustment will be issued until performance has achieved the “Performing” level as outlined in Appendix D of the Personnel Manual. The performance-based pay award of an additional 2% will be awarded to those receiving an “Out Performing” overall rating for performance reviews in March of performance year. This additional performance pay will be paid in April and retroactive to January 1<sup>st</sup> of each of year.

Staff joining the organization during the first three quarters of a calendar year will receive a performance evaluation at the conclusion of that calendar year, consistent with the performance planning cycle. Staff joining the organization during fourth quarter, will be eligible to a full performance evaluation at the conclusion of the following year, consistent with the performance planning cycle.

Staff receiving an “Under Performing” rating during their annual review may be eligible for a prorated wage adjustment after 6 months. If the mid-year evaluation reflects improvement to a “Performing” rating or above, the individual is eligible to receive a prorated portion of the corresponding wage adjustment reflected on the current year wage adjustment matrix. The mid-year prorated formula is 50% representing a wage adjustment earned for ½ of the current rating period.

Note: Individuals below minimum will be brought to minimum and receive a wage adjustment as eligible based on performance. Any portion of a performance-based pay adjustment that is above the range maximum will be paid as a lump sum payment.

## *Memorandum of Understanding*

This Memorandum of Understanding is entered into between the County of Crow Wing (hereafter “County”) and the American Federation of State, County & Municipal Employees (AFSCME), (hereafter “Union”) representing Local 689A.

WHEREAS, The County and the Union are parties to a collective bargaining agreement covering the contract period of January 1, 2020 – December 31, 2022; and

WHEREAS, the County desires to utilize lead workers to enhance work processes and staff support;

NOW, THEREFORE, the parties agree as follows:

- Compensation for the assignment is a \$1.00 per hour premium.
- Lead duties include training, work direction, problem-solving, reporting and related duties as assigned.
- The selection and retention of personnel to serve in the Lead assignment shall be at the sole discretion of the employer.
- Employees selected for the Lead assignment will continue to accrue seniority in their respective classification.
- Removal, other than for cause, will result in resumption of employment in their classification with no loss in seniority and removal of the \$1.00 Lead premium.

This Agreement constitutes the full and complete agreement regarding this matter.

**REMINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.  
(Update signatories)

**CROW WING COUNTY BOARD OF  
COMMISSIONERS  
BRainerd, MINNESOTA**

**LOCAL #689A, AMERICAN FEDERATION  
OF STATE, COUNTY & MUNICIPAL  
EMPLOYEES**

DocuSigned by:  
*Rosemary Franzen*  
700CCE1F29FC400...  
Chair  
Board of Commissioners

DocuSigned by:  
*Luke Langner*  
7C8A80C40DB0432...  
Luke Langner, Business Agent

Date: 1/8/2020

Date: 1/10/2020

DocuSigned by:  
*Meliene Fontaine-Laska*  
37DA1E86013D47A...  
Meliene Fontaine-Laska  
Human Resource Director

DocuSigned by:  
*Marcus Cadena*  
C7F091A9D007426...  
Marcus Cadena, President

Date: 1/8/2020

Date: 1/9/2020

DocuSigned by:  
*Timothy J. Houle*  
F791D79D4943428...  
Timothy J. Houle  
County Administrator

DocuSigned by:  
*Jennifer Strack*  
A043A18CCC0D4F8...  
Jennifer Strack, Vice President

Date: 1/9/2020

Date: 1/8/2020  
DocuSigned by:  
*ROBERTA VICKERMAN*  
469EB27CAD1C419...  
Roberta Vickerman, Secretary

**Board Approved: December 31, 2019**

Date: 1/12/2020  
DocuSigned by:  
*Beverly Tretter*  
7028095D4FE644C...  
Bev Tretter, Treasurer

Date: 1/9/2020

## *Letter of Understanding*

This Letter of Understanding is entered into between the County of Crow Wing (hereafter “County”) and the American Federation of State, County & Municipal Employees (AFSCME), (hereafter “Union”) representing Local 689A.

WHEREAS, The County and the Union are parties to a collective bargaining agreement covering the contract period of January 1, 2020 – December 31, 2022; and

WHEREAS, the county is scheduled to receive grant funding from the State of MN to focus on the prevention of Aquatic Invasive Species; and

WHEREAS, the program requires temporary seasonal staffing for watercraft inspection, decontamination, and public education initiatives;

NOW, THEREFORE, the parties agree to the following:

The county may hire up to a minimum of fifty (50) temporary seasonal staff members to perform watercraft inspection, decontamination, and public education initiatives.

These grant-funded, temporary seasonal positions may be utilized during the months of April – October.

Employees hired into these temporary seasonal positions will not be eligible for county-sponsored insurance and other benefits due to the limited hours and temporary nature of the position.

Employees hired into these temporary seasonal positions will not acquire seniority or regular status due to the limited grant funding and temporary seasonal nature of the position.

The wages for the positions will be not less than \$13.00 per hour.

This Agreement constitutes the full and complete agreement regarding this matter.

**REMINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

CROW WING COUNTY BOARD OF COMMISSIONERS  
BRAINERD, MINNESOTA

LOCAL #689A, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES

DocuSigned by:  
*Rosemary Franzen*  
700CCE1F29FC400...  
Chair  
Board of Commissioners

DocuSigned by:  
*Luke Langner*  
7C8A80C40DB9432...  
Luke Langner, Business Agent

Date: 1/8/2020

Date: 1/10/2020

DocuSigned by:  
*Meliene Fontaine-Laska*  
37DATE86013D47A...  
Meliene Fontaine-Laska  
Human Resource Director

DocuSigned by:  
*Marcus Cadena*  
C7F091A9D007426...  
Marcus Cadena, President

Date: 1/8/2020

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F791D79D4943428...  
Timothy J. Houle  
County Administrator

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*Jennifer Strack*  
A043A18CCC0D4F8...  
Jennifer Strack, Vice President

Date: 1/9/2020

Date: 1/8/2020  
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*ROBERTA VICKERMAN*  
469EB27CAD1C419...  
Roberta Vickerman, Secretary

**Board Approved: December 31, 2019**

Date: 1/12/2020  
DocuSigned by:  
*Beverly Tretter*  
7028095D4FE644C...  
Bev Tretter, Treasurer

Date: 1/9/2020



**Letter of Understanding**

This Letter of Understanding is entered into between the County of Crow Wing (hereafter "County") and the American Federation of State, County & Municipal Employees (AFSCME), (hereafter "Union") representing Local 689A.

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act;

WHEREAS, the County Attorney's Office received a grant related to victims services to provide direct services and advocacy to victims of crime throughout the Criminal Justice process:


WHEREAS, the existence and continuation of the Victims Services Coordinator position is dependent on the receipt of the grant and therefore it is a temporary position and is of limited duration status;


NOW THEREFORE, in recognition of a grant received by the County Attorney's Office, the County and the Union mutually agree to the following:

1. A Victim Services Coordinator will be hired to fulfill the requirements of the grant.
2. The Victim Services Coordinator position will be a limited duration full-time position that expires upon elimination of grant resources or as otherwise determined by the Department Head.
  - a. The elimination of the Victims Services Coordinator position is solely at the County's discretion and shall not be subject to the grievance procedure as outlined in Article 10 of the collective bargaining agreement.
3. The Victim Services Coordinator position is benefit eligible and the wages for the position will be equivalent to that of the Legal Assistant classification.
4. The Victim Services Coordinator position does not acquire seniority or have bumping rights as outlined in Article 13 of the collective bargaining agreement due to grant dependency and temporary/limited duration status.
5. This Agreement constitutes the full and complete agreement regarding this matter.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands.

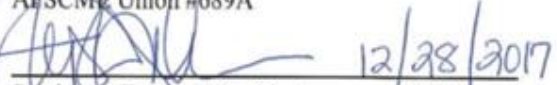
CROW WING COUNTY  
BRAINERD, MINNESOTA

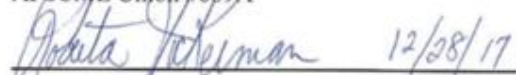
  
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Tamra Laska Date 12/26/17  
Human Resource Director

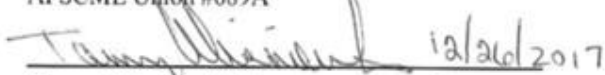
  
\_\_\_\_\_  
Timothy J. Houle Date 12/28/17  
County Administrator

AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO LOCAL UNION NO. 689A

  
\_\_\_\_\_  
Ginger Thrasher, Business Agent Date 10.25.2017  
AFSCME Union #689A

  
\_\_\_\_\_  
Stephanee Everson, President Date 12/28/2017  
AFSCME Union #689A

  
\_\_\_\_\_  
Roberta Vickerman, Treasurer Date 12/28/17  
AFSCME Union #689A

  
\_\_\_\_\_  
Tammy Wisniewski, Secretary Date 12/26/2017  
AFSCME Union #689A

### *Memo of Understanding*

This Letter of Understanding is entered into between the County of Crow Wing (hereafter "County") and the American Federation of State, County & Municipal Employees (AFSCME), (hereafter "Union") representing Local 689A.

WHEREAS, The County and the Union are parties to a collective bargaining agreement covering the contract period of January 1, 2020 – December 31, 2022; and

WHEREAS, the County performed a market analysis of the Household Hazardous Waste Technical Assistant position; and;

WHEREAS, the County will make a one-time non-precedent setting market wage adjustment for Household Hazardous Waste Technical Assistant, Rory Schultz.

NOW THEREFORE, the parties agree to the following:


The County will adjust the hourly rate of this employee from \$15.83/hour to \$18.00/hour.


The effective date of this one-time adjustment is effective July 11, 2020.

This Agreement constitutes the full and complete agreement regarding this matter.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands.

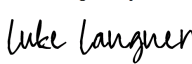
CROW WING COUNTY

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Timothy J. Houle  
County Administrator

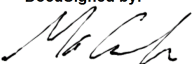
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Meliene Fontaine-Laska  
HR Director

Date: 7/20/2020

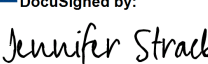
LOCAL #689A, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

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Luke Langner, Business Agent

Date: 7/20/2020

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Marcus Cadena, Local President

Date: 7/16/2020

DocuSigned by:  
  
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Jennifer Strack, Vice President

Date: 7/16/2020

\_\_\_\_\_

## Memorandum of Understanding

This Memorandum of Understanding is entered into between the County of Crow Wing (hereafter "County") and the American Federation of State, County & Municipal Employees (AFSCME), (hereafter "Union) representing Local 689A.

WHEREAS, The County and the Union are parties to a collective bargaining agreement covering the contract period of January 1, 2020 – December 31, 2022; and

WHEREAS, the County and the Union recognize the value of competitive performance-based pay.

WHEREAS, the County has committed to a compensation strategy of paying competitive wages and rewarding high performing talent.

WHEREAS, in an effort to further advance our commitment, the County periodically reviews the salary schedule and associate pay matrix.

WHEREAS, a most recent review of the pay matrix has resulted in a change to the percentage increase applied for a "performing" award for most quartiles.

NOW THEREFORE, the parties agree as follows:

To adopt a revised pay matrix and apply the quartile performing increases according to the revised matrix. Annual performing increases take effect the first payroll in January if an employee is eligible. Outperforming increases would be paid no later than March of the same year if eligible based on performance.

Revised Pay Matrix is a follows and to be adopted effective January 1, 2022:

PERFORMANCE	MIN-1/4	1/4-MID	MID-3/4	3/4-MAX
Out Performing	+ 2.00%			
Performing	5.00%	4.00%	3.00%	2.00%
Under Performing	0.00%	0.00%	0.00%	0.00%

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CROW WING COUNTY BOARD OF COMMISSIONERS  
BRainerd, MINNESOTA

LOCAL #689A, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES

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Chair  
Board of Commissioners

DocuSigned by:  
  
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Luke Langner, Business Agent

Date: 12/16/2021

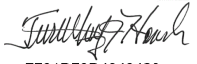
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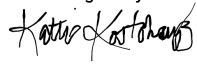
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Meliène Fontaine-Laska  
Human Resource Director

OPEN, President

Date: 12/16/2021

Date: \_\_\_\_\_

DocuSigned by:  
  
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Timothy J. Houle  
County Administrator

DocuSigned by:  
  
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AFSCME Representative signature added per BA, Langner  
12.16.21  
Katie Kostohryz

Date: 12/16/2021

Date signed: 12/17/2021

Board approved: September 14, 2021

## *Memo of Understanding*

This Letter of Understanding is entered into between the County of Crow Wing (hereafter "County") and the American Federation of State, County & Municipal Employees (AFSCME), (hereafter "Union") representing Local 689A.

WHEREAS, The County and the Union are parties to a collective bargaining agreement covering the contract period of January 1, 2020 – December 31, 2022; and

WHEREAS, the County has conducted an analysis of Information Technology positions,

WHEREAS, in our analysis and commitment to stay competitive the County desires to make a one-time non-precedent setting wage adjustment for the following members of our Information technology team effective upon approval by AFSCME, with no retroactivity.

WHEREAS, these non-precedent setting adjustments are as follows:

CAREY	YEAGER	3,000.00
EARL	NOWACKI	2,800.00
JASON	WALKOWIAK	1,000.00
LUCAS	PIPENHAGEN	3,000.00
NATHAN	ROSE	1,000.00
JAMES	STAFFORD	1,500.00
MATHIAS	GRINDE	1,000.00

NOW THEREFORE, the parties agree to the following:

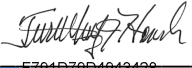
The County will adjust by adding to these employees 2022 annual base salary, the adjustment listed above, effective date upon approval and member vote – per AFSCME.

This Agreement constitutes the full and complete agreement regarding this matter.


**Remainder of page intentionally left blank**

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands.

CROW WING COUNTY

DocuSigned by:  
  
F791D79D4943428...  
Timothy J. Houle  
County Administrator

Date: 1/24/2022


DocuSigned by:  
  
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Meliène Fontaine-Laska  
HR Director

Date: 1/24/2022

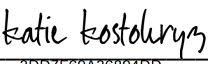
Approved by County Administrator  
December 15, 2021

Favorable membership vote January 19, 2022

LOCAL #689A, AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

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Luke Langner, Business Agent

Date: 1/24/2022

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AFSCME Representative

Date: 1/21/2022

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