CHIPPEWA COUNTY

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, MINNESOTA COUNCIL NO. 65, LOCAL UNION NO. 1686, AFL-CIO

LABOR AGREEMENT

HIGHWAY DEPARTMENT UNIT

For the period:
January 1, 2021 through December 31, 2022

SUMMARY TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
PREAMBLE		1
1	RECOGNITION	1
Section 1.01 – Recognition		1
Section 1.02 – Extra Contract Agreements Prohibited		1
2	UNION SECURITY	1
Section 2.01 – Checkoff of Dues		1
Section 2.02 – Hold Harmless		1
Section 2.03 – Visitation		2
Section 2.04 – Bulletin Boards		2
3	EMPLOYER AUTHORITY	2
Section 3.01 – Retained Rights		2
Section 3.02 – Subcontracting		2
Section 3.03 – Work Rules		2
4	GRIEVANCE PROCEDURE	2
Section 4.01 – Grievance Defined		2
Section 4.02 - Grievance Procedure		3
Section 4.03 – Arbitration Procedure		4
Section 4.04 – Authority of Arbitrators		4
Section 4.05 – Time Limits and Waivers		4
Section 4.06 – Election of Remedy		4
5	HOURS OF WORK	5
Section 5.01 – Work Week Defined		5
Section 5.02 – Scheduling Hours of Work		5
Section 5.03 – Compensated Hours		5
Section 5.04 – Early Start Premium		5
6	OVERTIME	6
Section 6.01 – Overtime Pay		6
Section 6.02 – Compensatory Time Option		6

ARTICLE	SUBJECT	PAGE
Section 6.03 – Call-Back Pay Guarantee		6
Section 6.04 – Pyramiding and Duplication		6
Section 6.05 – Overtime Work Authorization		7
7	VACATIONS	7
Section 7.01 – Vacation Accrual		7
Section 7.02 – Maximum Vacation Accumulation		7
Section 7.03 – Advanced Vacation		7
Section 7.04 – Vacation Pay at Termination of Employment		7
8	HOLIDAYS	8
Section 8.01 – Holidays Defined		8
Section 8.02 – Eligibility		8
Section 8.03 – Pay for Work on Holidays		8
Section 8.04 – Holiday Compensation		
9	SICK LEAVE AND RELATED LEAVES OF ABSENCE	9
Section 9.01 – Sick Leave Accrual		9
Section 9.02 – Maximum Sick Leave Accumulation; Deferred Sick Leave Acct		9
Section 9.03 – Use of Sick Leave		9
Section 9.04 – Sick Leave Donation		9
Section 9.05 – Medical Verification		9
Section 9.06 – Sick Leave and Workers' Compensation		10
Section 9.07 – Funeral Leave		10
Section 9.08 – Family and Medical Leaves of Absence		10
10	PROBATIONARY PERIODS	10
11	SENIORITY	11
Section 11.01 – Seniority List		10
Section 11.02 – Filling Vacant Position		10
Section 11.03 – Trial Periods		11
Section 11.04 – Layoff and Recall		11
Section 11.05 – Appeals		11
12	DISCIPLINE AND DISCHARGE	12
Section 12.01 – Discipline for Just Cause		12
Section 12.02 – Disciplinary Actions		12

ARTICLE	SUBJECT	PAGE
13	SEVERANCE PAY AND RETIREMENT	12
Section 13.01 – Severance Pay at Disability Retirement		12
Section 13.02 – Severance Pay at Retirement		12
Section 13.03 – Severance Pay at Death		12
14	WAGES	12
15	INSURANCE BENEFITS	12
Section 15.01 – Cafeteria Benefit Plan - Required Core Benefits		12
Section 15.02 – Employer Contributions		12
Section 15.03 – Flexible Spending Accounts		13
Section 15.04 – Plan Documents Controlling		13
Section 15.05 – Benefits at Termination of Employment		13
16	GENERAL PROVISIONS	14
Section 16.01 – Unlawful Discrimination Prohibited		14
Section 16.02 – Physical Examinations		14
Section 16.03 – Community Service		14
Section 16.04 – Work Clothing		14
17	SAVINGS CLAUSE	15
18	WAIVER	15
19	DURATION	15
SCHEDULE "A" -		
JOB CLASSES AND RATES OF PAY		

PREAMBLE

This ***Agreement*** has been entered into by Chippewa County (hereinafter referred to as the ***Employer***) and the American Federation of State, County and Municipal Employees, Minnesota Council No. 65, Local Union No. 1686, AFL-CIO (the ***Union***). It is the purpose of this Agreement to 1) assure sound and mutually beneficial working and economic relationships between the Parties hereto; 2) establish procedures for the resolution of disputes concerning Agreement's interpretation and/or application; and 3) place in written form the Parties' agreement concerning terms and conditions of employment for the duration of this Agreement.

ARTICLE 1
RECOGNITION

Section 1.01 - Recognition

The Employer recognizes the Union as the sole exclusive bargaining agent for all employees covered by the Chippewa County Highway Department who are *public employees* within the meaning of *Minnesota Statutes* 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

Section 1.02 - Extra Contract Agreements Prohibited

The Employer shall not enter into any agreement concerning the *terms and conditions of employment* for bargaining unit employees or the interpretation or application of the provisions of this Agreement individually or collectively except through the exclusive bargaining agent designated in Section 1.01 (*Recognition*) of this article.

ARTICLE 2
UNION SECURITY

Section 2.01 - Checkoff of Dues

The Employer shall deduct from the wages of each Union member, upon the written authorization of the employee, an amount equal to the regular dues of the Union, and any other employee authorized deductions. Such deductions shall be made on the first pay period of each month. The Employer shall transmit to the Union the total amount so deducted together with a list of the names of the employees from whose pay deductions were made.

Section 2.02 - Hold Harmless

The Union agrees to indemnify and hold the Employer harmless against any claim, suit, order or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

Section 2.03 - Visitation

Representatives of the Union shall have access to the premises of the Employer at reasonable times and subject to reasonable rules, for official Union business.

Section 2.04 - Bulletin Boards

The Employer shall make space available on the employees' bulletin board for the posting of Union notice(s) and announcements.

ARTICLE 3
EMPLOYER AUTHORITY

Section 3.01 - Retained Rights

Except as may be expressly stated herein, the Employer retains whatever rights and authority are necessary for it to operate and direct its affairs, including such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, its organizational structure, and the selection, direction and number of its personnel.

Section 3.02 - Subcontracting

Nothing in this Agreement shall be interpreted to prohibit or limit the right of the Employer to subcontract work done by the employees of the bargaining unit. However, the right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its employees. The Employer further agrees it will not layoff any employees because of the exercise of its contracting or subcontracting rights. There shall be no replacement of regular employees by relief workers nor shall a relief worker be placed in any classified job.

Section 3.03 - Work Rules

The Employer shall have the right to make and enforce reasonable rules and regulations which do not conflict with the provisions of this Agreement.

ARTICLE 4
GRIEVANCE PROCEDURE

Section 4.01 - Grievance Defined

A *grievance* shall be defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific provisions of this Agreement.

Section 4.02 - Grievance Procedure

Grievances, as defined herein, shall be processed in the following manner:

Step 1 - Informal: An employee claiming a violation concerning the interpretation or application of the express provisions of this Agreement shall, within fourteen (14) days after the first

occurrence of the event giving rise to the grievance or such time as the employee reasonably should be aware of the event giving rise to the grievance, present such grievance to their supervisor who is designated for this purpose by the Employer. The supervisor shall give an oral or written answer to the grievance within seven (7) days after such presentation.

Step 2 - Formal: The grievance shall be referred in writing to the County Engineer within seven (7) days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the Union's representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, and the relief requested. The County Engineer shall discuss the grievance within seven (7) days with the employee and the Union Steward at a mutually agreeable time. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the County Engineer and the Union. If no settlement is reached, the County Engineer shall provide a written answer to the Union within seven (7) days following their meeting.

Step 3 - Appeal: If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the employee and the Union representative in writing as specified in Step 2 to the County Board of Commissioners, or their designated representative, within seven (7) days after the County Engineer's answer in Step 2. A meeting between the County Board of Commissioners or their designated representative, the employee, and the Union representative shall be held at a mutually agreeable time within thirty (30) days of the request for such a meeting. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the County Board of Commissioners, or their designated representative, and the Union. If no settlement is reached, the County Board of Commissioners, or their designated representative, shall provide a written answer to the Union within seven (7) days following the meeting.

Step 4 - Arbitration: If the grievance is not settled in accordance with the foregoing procedure, either Party may refer the grievance to arbitration by filing a notice to that effect with the other Party within seven (7) days after the mailing of the Employer's written answer in Step 3 as provided by *Minnesota Statutes* 179A.20, Subd. 4. The Parties shall attempt to agree upon an arbitrator within seven (7) days after receipt of the notice of referral to arbitration. In the event the Parties are unable to agree upon an arbitrator within said seven (7) day period, either Party may request the Bureau of Mediation Services, State of Minnesota to submit a panel of five (5) arbitrators. Within thirty (30) days after receipt of the list of arbitrators from the BMS both the Employer and the Union shall have the right to alternately strike names from the panel. The Parties shall, by flip of a coin, determine who shall strike the first name and shall then alternate striking names from the list until one (1) name remains; the name of the selected arbitrator. If no selection is made within the time period, the grievance shall be considered waived. However, no such waiver shall occur due to the failure of the Employer to engage in the selection process.

Section 4.03 - Arbitration Procedure

Arbitrators shall be notified of their selection by a joint letter from the Employer and the Union requesting that a time and a place for the hearing be set subject to the availability of the Employer and the Union representatives. The fees and expenses of the Arbitrator and any other expenditure required in connection with the arbitration procedure, including special services mutually agreed to by the Parties, shall be divided equally between the Employer and the Union; provided, however, that each Party shall be responsible for compensating its own representatives and witnesses.

Section 4.04 - Authority of Arbitrators

Arbitrators shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Arbitrators shall consider and decide only the specific issue(s) submitted to them in writing by the Employer and the Union, and shall have no authority to make a decision on any other issues not so submitted to them. Arbitrators shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way, the application of laws, rules or regulations having the force and effect of law. Arbitrators shall submit their decisions, in writing, within thirty (30) days following close of the hearing or the submission of briefs by the Parties, whichever is later, unless the Parties mutually agree to an extension thereof. The decision shall be based solely upon the Arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. If a grievance is not covered by the express provisions of this Agreement, the Arbitrator shall refer the grievance back to the parties without decision or recommendation. The Parties may, by mutual written agreement, agree to submit more than one grievance to an arbitrator, provided that each grievance will be considered as a separate issue and each on its own merits.

Section 4.05 - Time Limits and Waivers

If a grievance is not presented within the time limits set forth, 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 employee and 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 representatives involved in each step. *Days* as used in this article shall mean calendar days.

Section 4.06 - Election of Remedy

Grievances filed by or on behalf of employees who are covered under the provisions of the Minnesota *Veterans Preference Act* ("VPA") shall not be subject to the arbitration provisions of this Agreement where a remedy is being pursued under the VPA.

ARTICLE 5
HOURS OF WORK

Section 5.01 - Work Week Defined

Subd. 1. Normal Work Week. The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. Such hours may be extended in case of emergency. Snow removal, floods, washouts, dangerous conditions or impassible sections of roadway, completion of necessary work, may be considered emergencies.

Subd. 2. Optional Summer Season Work Schedule. The Employer, by its Board of Commissioners, reserves the right to schedule work on a four (4), ten (10) hour day basis (Monday through

Thursday or, if the Employer and the Union mutually agree, any other optional summer season work schedule) where the Department's productivity and efficiency during the summer season can be increased as a result. For purposes of this subdivision, the "summer season" shall be defined as any portion of the year beginning each May 1 and running through the end of September. Where such scheduling is implemented, paid time off shall be charged at the rate of the (10) hours per day, and daily overtime (including compensatory time) shall be paid and calculated only after ten (10) hours. Employees will be paid ten (10) hours for any holiday which occurs while the summer season work schedule is in effect. The Employer, by its Highway Engineer, shall meet and confer with the Union before implementing a work schedule within the meaning of this subdivision, and it shall provide at least thirty (30) calendar days advance notice to affected employees prior to implementation.

Section 5.02 - Scheduling Hours of Work

The Employer shall be the sole authority in establishing work schedules.

Section 5.03 - Compensated Hours

While an employee is using earned sick leave, vacation time or drawing workers' compensation payments, they shall be considered to be working for the purpose of accumulating additional sick leave or vacation benefits.

Section 5.04 – Early Start Premium

Employees shall be granted a five dollar ($5.00) per hour early start premium for work performed prior to an employee's regular scheduled starting time that is related to checking road conditions, snow removal, and ice control. The early start premium shall be pro-rated for any portion of an hour worked pursuant to this Section. The early start premium will not be granted if the shift is extended beyond eight (8) hours.

ARTICLE 6
OVERTIME

Section 6.01 - Overtime Pay

Time and one-half (1) the employee's regular straight time hourly rate of pay shall be paid for all work performed in excess of eight (8) hours per day and all work performed in excess of forty (40) hours per week. Two (2) times the employee's regular straight-time hourly rate of pay shall be paid for all work performed on Sunday.

Section 6.02 - Compensatory Time Option

Subd. 1. Earning Compensatory Time. At the employee's option, overtime work may be compensated in the form of *compensatory time*. Where compensatory time has been elected in advance by the employee, one and one-half (1.5) hours of compensatory time shall be credited for each hour of overtime worked on any Monday through Saturday; two (2) hours of

compensatory time will be credited for each overtime hour worked on any Sunday. All compensatory time earned shall be recorded on the Employers official time records.

Subd. 2. Use of Compensatory Time. Accumulated compensatory time may be used at such times as have been scheduled in advance and approved by the employee's supervisor. Employees and their supervisors shall be encouraged to schedule the use of compensatory time at times which do not interfere with the Employers business operations, i.e., at times when the level of operations are normal or lower than normal and which does not require other employees to work overtime as a result.

Subd. 3. Maximum Accumulation. Employees may not carry over more than eighty (80) hours of compensatory time from year-to-year. Compensatory time balances over eighty (80) hours, if any, for any employee shall be paid as wages during the last payroll period of each calendar year.

Section 6.03 - Call-Back Pay Guarantee

Employees who are called back to work during their scheduled off duty times shall be guaranteed a minimum of two (2) hours pay or compensatory time off calculated at one and one-half (1.5) times the employees regular hourly rate of pay or two (2) times the employees regular hourly rate of pay where a call-back to work occurs on a Sunday. In no event shall the provisions of this section be applied to hours of work which are contiguous with an employee's regular scheduled work hours.

Section 6.04 - Pyramiding and Duplication

In computing overtime due under this article, there shall be no pyramiding, duplication, or compounding of overtime due on a daily basis with overtime due on a weekly basis. All paid leave shall be considered as time worked for the purpose of computing overtime.

Section 6.05 - Overtime Work Authorization

All overtime work must be authorized by the Employer.

ARTICLE 7
VACATIONS

Section 7.01 - Vacation Accrual

After a qualifying period of six (6) months, new employees shall be credited with six (6) days of vacation. Thereafter, they shall be considered regular employees and earn vacation benefits in accordance with the following schedule:

Years of Service	Days Earned Per Month
0 - 5 Years	1.00
6 - 10 Years	1.25
11 - 15 Years	1.50
16 - 20 Years	1.75
20+ Years	2.00

Section 7.02 - Maximum Vacation Accumulation

Vacation time may accumulate to a maximum of two hundred forty (240) hours.

Section 7.03 - Advanced Vacation

Employees may take up to six (6) days vacation in advance, provided the advanced days are repaid.

Section 7.04 - Vacation Pay at Termination of Employment

Employees terminating their employment either by resignation, death or otherwise, shall be paid for the number of working days unused vacation time accumulated to their credit.

ARTICLE 8
HOLIDAYS

Section 8.01 - Holidays Defined

The following days shall be paid *holidays* for all eligible employees:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Fourth of July
Labor Day
Veterans Day
Thanksgiving Day
Friday After Thanksgiving
Four (4) hours on Christmas Eve
Christmas Day

Whenever New Year's Day, 4th of July, Veteran's Day or Christmas Day fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever New Year's Day, 4th of July, Veteran's Day or Christmas Day fall on a Sunday, the following Monday shall be observed as the holiday. Whenever the summer season work schedule is in effect and the Fourth of July falls on a Friday, the preceding Thursday shall be observed as the holiday. Whenever the summer season work schedule is in effect and the Fourth of July falls on a Saturday or Sunday, the following Monday shall be observed as the holiday. The Christmas Eve Holiday shall only be granted when Christmas falls on a Tuesday, Wednesday, Thursday, or Friday.

Section 8.02 - Eligibility

Regular, full-time employees shall be eligible for the holiday pay as provided by this article, provided they are compensated for the last scheduled work day immediately before and their first scheduled work day immediately following the holiday unless they are absent for another reason acceptable to the Employer. Regular part-time employees (i.e., those who work more than twenty (20) hours per week and one hundred (100) work days per year) shall be eligible for holiday pay whenever a holiday falls on their regularly scheduled day of work.

Section 8.03 - Pay for Work on Holidays

Employees who perform work on a holiday shall receive two (2) times their regular straight-time hourly rate in addition to their holiday pay.

Section 8.04 – Holiday Compensation

Holiday compensation for the Christmas Eve Day Holiday, shall be four (4) hours at the employee's regular hourly rate. Holiday compensation for the three (3) holidays which occur while the summer season work schedule in effect (Memorial Day, 4th of July, and Labor Day) shall be ten (10) hours at the employee's regular hourly rate. Holiday compensation for the remaining holidays shall be eight (8) hours at the employee's regular hourly rate.

ARTICLE 9
SICK LEAVE AND RELATED LEAVES OF ABSENCE

Section 9.01 - Sick Leave Accrual

Sick leave with pay shall be granted to all regular employees at the rate of one working day for each calendar month of full-time service or major fraction thereof.

Section 9.02 - Maximum Sick Leave Accumulation; Deferred Sick Leave Account

Employees may accumulate sick leave up to one hundred twenty (120) days. For each month that an employee maintains an accumulation of one hundred twenty (120) days sick leave, they shall have two (2) hours of sick leave credited to a deferred sick leave account up to a maximum of thirty (30) days. The deferred sick leave will be utilized in the event of an extended illness or injury and only after the one hundred twenty (120) days of regular sick leave have been depleted.

Section 9.03 - Use of Sick Leave

Employees may use their accrued sick leave 1) when they are unable to work because of sickness or injury off the job, 2) for dental care, medical examinations and medical treatment when these services cannot be obtained during non-working hours, or
3) up to 160 hours in a rolling 12 month period for the illness or injury to the employee's child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law and father-in-law, or stepparent, subject to the limitations of Minnesota Statutes, section 181.9413 (as amended); 4) an employee may sick leave for themselves or for the relatives listed 181.9413 for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in 181.9413 (as amended).

Documentation may be required verifying the employee's illness, the need for the employee to care for the family member or the use of leave for other authorized purposes permitted by statute. Claiming sick leave when physically fit, except as permitted in this article, may be cause for disciplinary action, including transfer, suspension, demotion or dismissal.

Section 9.04 - Sick Leave Donation

Employees may donate their accrued sick leave to another employee pursuant to the provisions of the Employers *Voluntary Transfer of Vacation or Sick Leave* policy.

Section 9.05 - Medical Verification

In order to be eligible for sick leave with pay, employees must report promptly to the County Engineer the reason for their absence. While sick leave of up to three (3) days for minor illnesses may be allowed by the County Engineer without a doctor's certificate, the County Engineer shall be kept informed of the employee's condition if the absence is more than three (3) days in duration. Employees shall submit a doctor's certificate if required by the County Engineer.

Section 9.06 - Sick Leave and Workers' Compensation

While employees are drawing workers' compensation benefits, they shall be allowed to use accumulated sick leave as necessary to ensure a full monthly paycheck.

Section 9.07 - Funeral Leave

In the event of a death in the employee's or spouse's immediate family, including mother, father, brother, sister, son or daughter, grandparents, grandchildren, or any person living in the employee's household who is financially dependent upon the employee, an employee shall be granted up to three (3) working days funeral leave with pay as an additional leave, not to be charged against employee's accrued vacation, sick leave, or compensatory time. Such leaves are granted to assist the family of the deceased in making necessary household adjustments, or to make arrangements for medical and funeral service, and to attend funeral services. Time off in addition to the aforementioned funeral leave may be taken off if necessary due to unusual circumstances, with the approval of the County Highway Engineer. Such additional time off shall be charged against employee's accrued vacation or compensatory time.

Section 9.08 - Family and Medical Leaves of Absence

Employees who meet the eligibility requirements under the Family and Medical Leave Act as amended shall be entitled to leaves consistent with its provisions as amended. The County has designated a rolling forward period for such leaves. Employees may continue to participate in the Employers health insurance plan during all FMLA leaves as if they were actively employed and they may, at their option, use accumulated sick leave, vacation leave and/or compensatory time during FMLA leaves of absence. The use of such accumulated paid time off shall not affect the maximum length of the leave.

ARTICLE 10
PROBATIONARY PERIODS

All newly hired or rehired employees shall serve a six (6) month probationary period, during which time they may be terminated without cause. Upon completion of the probationary period, employees shall have seniority dating from the beginning date of their continuous employment

ARTICLE 11
SENIORITY

Section 11.01 - Seniority List

An employment list showing the date of employment of all employees, accumulated sick leave, and accumulated vacation time shall be issued by the Employer on January 1 of each year. A copy of the list shall be posted in the County Highway Engineer's Office.

Section 11.02 - Filling Vacant Positions

Any vacancy or new job shall be posted for five (5) work days within the Department. During such time, employees wishing to apply for the position may do so by filing a written application with the County HR representative. The Employer shall select the most senior qualified employee applicant for the job. If seniority is bypassed, reasons for said bypass shall be submitted in writing by the Employer to the Union.

Section 11.03 - Trial Periods

Employees who are transferred, promoted or reassigned pursuant to this article shall be granted a three (3) month trial period to determine their ability to perform the job and their desire to remain on the job. In the alternative, the representatives of the Parties may agree on a longer trial period provided such agreement is confirmed in writing prior to the time the trial period begins. During the trial period, the employee shall have the opportunity to revert to their previous position, without loss of seniority. If the employee is unsatisfactory in the new position in the opinion of the Employer, notice and reasons will be submitted to them in writing by the Employer. Such employees shall then return to their previous position without loss of seniority. Trial periods may be extended in individual circumstances by the mutual written agreement of the Parties.

Section 11.04 - Layoff and Recall

Employees shall be laid off in the inverse order of their seniority provided employees unaffected by the layoff are qualified to perform the remaining work. Laid off employees shall be recalled in order of their seniority provided the employees recalled are qualified for the job to which they are being recalled.

Section 11.05 - Appeals

Employer actions pursuant to this article shall be subject to the regular grievance procedure.

DISCIPLINE AND DISCHARGE

Section 12.01 - Discipline for Just Cause

No employee shall be disciplined or discharged without *just cause*.

Section 12.02 - Disciplinary Actions

The Employer shall have the right to discipline employees with any of the following measures, based upon the seriousness of an employee's misconduct and the employee's prior employment record with the Employer: 1) oral reprimands; 2) written reprimand; 3) suspension; or 4) discharge.

ARTICLE 13
SEVERANCE PAY AND RETIREMENT

Section 13.01 - Severance Pay at Disability Retirement

Whenever an employee's termination of employment qualifies as a *disability retirement* under the Minnesota Public Employee Retirement Association (PERA) retirement plan or under Social Security, they shall be paid all of their accumulated unused sick leave to a maximum of nine hundred sixty (960) hours.

Section 13.02 - Severance Pay at Normal Retirement

Whenever an employee's termination of employment qualifies as a *Rule of 90/Full Retirement* under the Minnesota Public Employee Retirement Association (PERA) retirement plan or under Social Security they shall be paid severance pay up to two hundred forty (240) hours of their accumulated sick leave.

Section 13.03 - Severance Pay at Death

In the event an employee dies their estate shall receive up to nine hundred sixty (960) hours of their unused sick leave.

ARTICLE 14
WAGES

14.1 Employees shall be paid in accordance with the provisions of Schedule "A"" which is attached hereto and made a part of this Agreement. The County Highway Engineer shall, with the concurrence of the Employers governing body, determine the experience rating and qualifications of newly hired employees and place them on the appropriate salary step which reflects their experience and qualification rating. In no event, however, shall the Employer establish a starting rate of pay for a newly hired employee that is greater than the rate of pay for any other employee in the same job classification. Newly hired employees shall thereafter move through the remaining steps in accordance with the stated time of service requirements, subject to 14.2.

1/1/2021: Implement new wage plan.

Employees will be placed on the step closest to current wage that provides for an increase and will be eligible for steps in 2021 and 2022 on the new grid based on existing step/anniversary date in accordance with 14.02

Employees receiving less than a 2% increase on the grid will be given a one-time lump payment to bring them to a 2% total for 2021.

1/1/2021 = 1.75% General Wage Increase (COLA)
1/1/2022= 2.5% General Wage Increase (COLA)

An employee assigned to work as Blade Operator will be paid $.50 for time worked operating the blade. Employees shall be responsible for recording the differential hours. The right of assigning employees to blade operation remains a managerial right.

14.2 During the first four (4) years of employment employees must have a satisfactory performance evaluation in order to receive a step increase. In order to receive a step increase any year after the fourth year of employment, employees must not have had three consecutive unsatisfactory annual performance evaluations. The performance evaluation will set forth specific reasons and examples as to why the employee's performance is unsatisfactory. Employees with an unsatisfactory performance evaluation will be provided with a performance improvement plan which will be reevaluated every 90 days. If the employee makes satisfactory progress, the step shall be granted at that time. Denial or delay of a step increment shall be grievable through Step 3, but not arbitrable.

ARTICLE 15
INSURANCE BENEFITS

Section 15.01 - Enrollment

All regular full-time employees shall be eligible for enrollment in the County's Cafeteria Plan and VEBA insurance plans selected by the Employer. Employees enrolled in the County's plan shall be required to participate in the core benefits.

Section 15.02 - Employer Contributions

Subd.1. The Employer premium contributions shall be as follows:

2020 and thereafter the Employer and the Employee will split any increase on a 50/50 basis. The calculation of the increase will be based on the VEBA 2250/4500 plan.

Section 15.03 - Flexible Spending Accounts

The Employer's Cafeteria Plan shall contain flexible spending account provisions which allow employees the opportunity to pay for certain medical and day care expenses on a pre-tax basis.

Section 15.04 - Plan Documents Controlling

The administration of the Employer's insurance and VEBA Plan and the benefits available there under are governed by the contracts between the Employer and the providers of such benefits and the applicable provisions of the *IRS Code*, not this Agreement.

Section 15.05 - Benefits at Termination of Employment

Subd. 1. Continued Participation at Termination of Employment. Employees who terminate their employment in good standing and are PERA eligible may elect to remain covered by the group health and dental insurance plans offered by the Employer until they are Medicare eligible. Such employees shall pay one hundred percent (100%) of the required premiums for continued coverage.

Spouses of employees who qualify for continued coverage may also elect to remain in the plans until they become Medicare eligible. Former Chippewa County employees may elect to remain in the Employer's health and dental insurance plan after the termination of their employment in accordance with applicable state and federal regulations but shall surrender their membership in the plan if future employers offer group health coverage.

Subd. 2. Insurance Premiums Upon Retirement. The bargaining unit may select certain payout options for accumulated vacation pay, and sick leave upon retirement, disability retirement or death, with such election applicable to all bargaining unit employees on an annual or other basis or during the life of the collective bargaining agreement, including the value of the benefits provided in Sections 7.04 (*Vacation Pay at Termination of Employment*), 13.01 (*Severance Pay*

at Disability Retirement), 13.02 (*Severance Pay at PERA Rule of 90/Full Retirement*), and/or 13.03 (*Severance Pay at Death*)of this Agreement, to the payment of health insurance premiums where continued coverage is elected after the last day of active employment. Such election by the bargaining unit shall be set forth in a Memorandum of Agreement.

ARTICLE 16
GENERAL PROVISIONS

Section 16.01 - Unlawful Discrimination Prohibited

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, creed, color, national origin, or political belief. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. The Employer shall not 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 Employer representatives against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union. The Union recognizes its responsibility as bargaining agent and shall represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 16.02 - Physical Examinations

Any physical examination required by the Employer after hiring shall be at the expense of the Employer and given by a licensed physician of the employee's choosing with the Employer's approval.

Section 16.03 - Community Service

Employees who are active emergency personnel volunteers (such as volunteer fire fighters, emergency vehicle drivers, etc.) shall be granted leaves of absence with pay when called to an emergency in their volunteer capacity. Upon completion of their emergency duties, such employees shall be required to return to work as soon as reasonably possible to complete the normal work day, unless alternative arrangements are made. Employees who are actively engaged in the operation of a County vehicle at the time an emergency call is received may reasonably utilize the County's vehicle for the purpose of responding to the call.

Section 16.04 - Work Clothing

The Employer will provide protective safety glasses, safety vests, work gloves and such other safety equipment that it deems appropriate. The Employer will provide non-probationary employees $325 annually to be paid the second pay period in January for protective footwear, reflective jackets/coats, insulated gloves, coveralls, work pants or protective garments suitable for use in inclement weather. Probationary employees will be provided $150 upon hire and the

remainder of the annual allowance upon the successful completion of their probation. Employees will be required to provide proof of safety footwear upon request of their supervisor.

Employees who wear prescription eye glasses and who are required to wear safety glasses in the performance of their duties will be reimbursed for the difference between the cost of regular lenses and safety lenses, up to a maximum of $200 every two years, upon receipt of documentation of the cost difference and receipts.

ARTICLE 17
SAVINGS CLAUSE

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either Party.

ARTICLE 18
WAIVER

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded. 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 not removed by law from the area of collective bargaining and that the complete agreement and understanding reached by the Parties after exercising such rights are fully set forth in this Agreement. The Parties expressly reserve the right, however, to modify the provisions of this Agreement where a negotiated agreement to do so has been reached by their duly authorized representatives.

ARTICLE 19
DURATION

This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until December 31, 2022. It shall renew from year to year thereafter unless wither party shall notify the other in writing of its desire to modify this Agreement not less than ninety (90) days prior to the expiration date of the Agreement. If such notice is given, negotiations shall begin not less than sixty (60) days prior to the expiration date of this Agreement. This Agreement shall remain in full force and effect until a new agreement is reached.

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES MINNESOTA COUNCIL NO. 65, LOCAL UNION NO. 1686, AFL-CIO

4/21/21

Joseph McMahon
Staff Representative

Date

4/21/21

Negotiations Committee Member

Date

Negotiations Committee Member

Date

CHIPPEWA COUNTY

4/20/21

David Nordaune
Chairman

Date

4/20/21

Commissioner/Negotiations Member

Date

New Matrix Increase 0.00%

Eff 1/1/21

Implementation Matrix before COLA
January 1st, 2021

SCHEDULE A

Grade	1	2	3	4	5	6	7	8	9	10	11	12
1	$16.40	$16.89	$17.40	$17.92	$18.46	$19.01	$19.58	$20.17	$20.78	$21.40	$22.04	$22.70
2	$17.22	$17.74	$18.27	$18.82	$19.38	$19.96	$20.56	$21.18	$21.81	$22.47	$23.14	$23.84
3	$18.08	$18.62	$19.18	$19.76	$20.35	$20.96	$21.59	$22.24	$22.90	$23.59	$24.30	$25.03
4	$18.80	$19.37	$19.95	$20.55	$21.16	$21.80	$22.45	$23.13	$23.82	$24.54	$25.27	$26.03
5	$20.12	$20.72	$21.35	$21.99	$22.65	$23.33	$24.02	$24.75	$25.49	$26.25	$27.04	$27.85
6	$21.53	$22.17	$22.84	$23.53	$24.23	$24.96	$25.71	$26.48	$27.27	$28.09	$28.93	$29.80
7	$22.82	$23.51	$24.21	$24.94	$25.68	$26.46	$27.25	$28.07	$28.91	$29.78	$30.67	$31.59
8	$24.19	$24.92	$25.66	$26.43	$27.23	$28.04	$28.88	$29.75	$30.64	$31.56	$32.51	$33.48
9	$24.92	$25.66	$26.43	$27.23	$28.04	$28.88	$29.75	$30.64	$31.56	$32.51	$33.48	$34.49
10	$25.91	$26.69	$27.49	$28.32	$29.16	$30.04	$30.94	$31.87	$32.82	$33.81	$34.82	$35.87
11	$26.95	$27.76	$28.59	$29.45	$30.33	$31.24	$32.18	$33.14	$34.14	$35.16	$36.22	$37.30
12	$28.57	$29.42	$30.31	$31.21	$32.15	$33.12	$34.11	$35.13	$36.19	$37.27	$38.39	$39.54
13	$30.28	$31.19	$32.12	$33.09	$34.08	$35.10	$36.16	$37.24	$38.36	$39.51	$40.69	$41.91
14	$31.79	$32.75	$33.73	$34.74	$35.78	$36.86	$37.96	$39.10	$40.28	$41.48	$42.73	$44.01
15	$33.07	$34.06	$35.08	$36.13	$37.22	$38.33	$39.48	$40.67	$41.89	$43.14	$44.44	$45.77
16	$34.39	$35.42	$36.48	$37.58	$38.70	$39.87	$41.06	$42.29	$43.56	$44.87	$46.21	$47.60
17	$35.76	$36.84	$37.94	$39.08	$40.25	$41.46	$42.70	$43.98	$45.30	$46.66	$48.06	$49.51
18	$37.55	$38.68	$39.84	$41.03	$42.26	$43.53	$44.84	$46.18	$47.57	$49.00	$50.47	$51.98
19	$39.43	$40.61	$41.83	$43.09	$44.38	$45.71	$47.08	$48.49	$49.95	$51.45	$52.99	$54.58
20	$41.01	$42.24	$43.50	$44.81	$46.15	$47.54	$48.96	$50.43	$51.95	$53.50	$55.11	$56.76

ANNUAL WAGES ARE BASED ON 2080 HOURS PER YEAR.

Employees who are paid on a salary basis can calculate their per pay period salary by taking the hourly rate x 2080 hours for the year and dividing by 24 pay periods.

Example: Grade 10, Step 5: $29.89 x 2080 hrs = $62,171.20 per year ÷ 24 pay periods = $2,590.47 per pay period

New Matrix
COLA Inc 1.75%

January 1st, 2021

SCHEDULE A

Grade	1	2	3	4	5	6	7	8	9	10	11	12
1	$16.69	$17.19	$17.71	$18.24	$18.79	$19.35	$19.93	$20.53	$21.15	$21.78	$22.43	$23.10
2	$17.53	$18.06	$18.59	$19.15	$19.72	$20.31	$20.92	$21.56	$22.20	$22.87	$23.55	$24.26
3	$18.40	$18.95	$19.52	$20.11	$20.71	$21.33	$21.97	$22.63	$23.31	$24.01	$24.73	$25.47
4	$19.13	$19.71	$20.30	$20.91	$21.54	$22.19	$22.85	$23.54	$24.24	$24.97	$25.72	$26.49
5	$20.48	$21.09	$21.73	$22.38	$23.05	$23.74	$24.45	$25.19	$25.94	$26.71	$27.52	$28.34
6	$21.91	$22.56	$23.24	$23.95	$24.66	$25.40	$26.16	$26.95	$27.75	$28.59	$29.44	$30.33
7	$23.22	$23.93	$24.64	$25.38	$26.13	$26.93	$27.73	$28.57	$29.42	$30.31	$31.21	$32.15
8	$24.62	$25.36	$26.11	$26.90	$27.71	$28.54	$29.39	$30.28	$31.18	$32.12	$33.08	$34.07
9	$25.36	$26.11	$26.90	$27.71	$28.54	$29.39	$30.28	$31.18	$32.12	$33.08	$34.07	$35.10
10	$26.37	$27.16	$27.98	$28.82	$29.68	$30.57	$31.49	$32.43	$33.40	$34.41	$35.43	$36.50
11	$27.43	$28.25	$29.10	$29.97	$30.87	$31.79	$32.75	$33.72	$34.74	$35.78	$36.86	$37.96
12	$29.07	$29.94	$30.85	$31.76	$32.72	$33.70	$34.71	$35.75	$36.83	$37.93	$39.07	$40.24
13	$30.81	$31.74	$32.69	$33.67	$34.68	$35.72	$36.80	$37.90	$39.04	$40.21	$41.41	$42.65
14	$32.35	$33.33	$34.33	$35.35	$36.41	$37.51	$38.63	$39.79	$40.99	$42.21	$43.48	$44.79
15	$33.65	$34.66	$35.70	$36.77	$37.88	$39.01	$40.18	$41.39	$42.63	$43.90	$45.22	$46.58
16	$35.00	$36.04	$37.12	$38.24	$39.38	$40.57	$41.78	$43.04	$44.33	$45.66	$47.02	$48.44
17	$36.39	$37.49	$38.61	$39.77	$40.96	$42.19	$43.45	$44.75	$46.10	$47.48	$48.91	$50.38
18	$38.21	$39.36	$40.54	$41.75	$43.00	$44.30	$45.63	$46.99	$48.41	$49.86	$51.36	$52.89
19	$40.13	$41.33	$42.57	$43.85	$45.16	$46.51	$47.91	$49.34	$50.83	$52.36	$53.92	$55.54
20	$41.73	$42.98	$44.27	$45.60	$46.96	$48.38	$49.82	$51.32	$52.86	$54.44	$56.08	$57.76

ANNUAL WAGES ARE BASED ON 2080 HOURS PER YEAR.

Employees who are paid on a salary basis can calculate their per pay period salary by taking the hourly rate x 2080 hours for the year and

Example: If Grade 10, Step 5 is $29.89 per hour: $29.89 x 2080 hrs = $62,171.20 per year ÷ 24 pay periods = $2,590.47 per pay period

New Matrix

COLA Inc 2.50%

January 1st, 2022

SCHEDULE A

Grade	1	2	3	4	5	6	7	8	9	10	11	12
1	$17.11	$17.62	$18.16	$18.70	$19.26	$19.84	$20.43	$21.05	$21.68	$22.33	$23.00	$23.68
2	$17.97	$18.52	$19.06	$19.63	$20.22	$20.82	$21.45	$22.10	$22.76	$23.45	$24.14	$24.87
3	$18.86	$19.43	$20.01	$20.62	$21.23	$21.87	$22.52	$23.20	$23.90	$24.62	$25.35	$26.11
4	$19.61	$20.21	$20.81	$21.44	$22.08	$22.75	$23.43	$24.13	$24.85	$25.60	$26.37	$27.16
5	$21.00	$21.62	$22.28	$22.94	$23.63	$24.34	$25.07	$25.82	$26.59	$27.38	$28.21	$29.05
6	$22.46	$23.13	$23.83	$24.55	$25.28	$26.04	$26.82	$27.63	$28.45	$29.31	$30.18	$31.09
7	$23.81	$24.53	$25.26	$26.02	$26.79	$27.61	$28.43	$29.29	$30.16	$31.07	$32.00	$32.96
8	$25.24	$26.00	$26.77	$27.58	$28.41	$29.26	$30.13	$31.04	$31.96	$32.93	$33.91	$34.93
9	$26.00	$26.77	$27.58	$28.41	$29.26	$30.13	$31.04	$31.96	$32.93	$33.91	$34.93	$35.98
10	$27.03	$27.84	$28.68	$29.55	$30.43	$31.34	$32.28	$33.25	$34.24	$35.28	$36.32	$37.42
11	$28.12	$28.96	$29.83	$30.72	$31.65	$32.59	$33.57	$34.57	$35.61	$36.68	$37.79	$38.91
12	$29.80	$30.69	$31.63	$32.56	$33.54	$34.55	$35.58	$36.65	$37.76	$38.88	$40.05	$41.25
13	$31.59	$32.54	$33.51	$34.52	$35.55	$36.62	$37.72	$38.85	$40.02	$41.22	$42.45	$43.72
14	$33.16	$34.17	$35.19	$36.24	$37.33	$38.45	$39.60	$40.79	$42.02	$43.27	$44.57	$45.91
15	$34.50	$35.53	$36.60	$37.69	$38.83	$39.99	$41.19	$42.43	$43.70	$45.00	$46.36	$47.75
16	$35.88	$36.95	$38.05	$39.20	$40.37	$41.59	$42.83	$44.12	$45.44	$46.81	$48.20	$49.66
17	$37.30	$38.43	$39.58	$40.77	$41.99	$43.25	$44.54	$45.87	$47.26	$48.67	$50.14	$51.64
18	$39.17	$40.35	$41.56	$42.80	$44.08	$45.41	$46.78	$48.17	$49.63	$51.11	$52.65	$54.22
19	$41.14	$42.37	$43.64	$44.95	$46.29	$47.68	$49.11	$50.58	$52.11	$53.67	$55.27	$56.93
20	$42.78	$44.06	$45.38	$46.74	$48.14	$49.59	$51.07	$52.61	$54.19	$55.81	$57.49	$59.21

ANNUAL WAGES ARE BASED ON 2080 HOURS PER YEAR.

Employees who are paid on a salary basis can calculate their per pay period salary by taking the hourly rate x 2080 hours for the year and

Example: If Grade 10, Step 5 is $29.89 per hour: $29.89 x 2080 hrs = $62,171.20 per year ÷ 24 pay periods = $2,590.47 per pay period