

LABOR AGREEMENT

Between
Southwest Health and Human Services
&
American Federation of State, County and Municipal Employees

HUMAN SERVICES & PUBLIC HEALTH

January 1, 2021 to December 31, 2021

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ARTICLE 1 – PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the Southwest Health and Human Services, hereinafter called the EMPLOYER, and the American Federation of State, County, and Municipal Employees, hereinafter called the UNION.

The intent and purpose of this AGREEMENT IS TO:

- 1.1 Establish certain wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon the terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 – RECOGNITION

The EMPLOYER recognizes the UNION as the Exclusive Representative for employees of Southwest Health and Human Services, Minnesota who perform work in Public Health and Human Services and/or Social Services as well as all clerical employees who are public employees within the meaning of M.S. 179A.03 Subd. 14, excluding supervisory and confidential employees.

ARTICLE 3 – DEFINITIONS

- 3.1 UNION: Council 65 American Federation of State, County and Municipal Employees.
- 3.2 EMPLOYER: Southwest Health and Human Services.
- 3.3 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 BASE PAY RATE: The employee's annual or hourly pay rate exclusive of longevity or any other special allowance. Exempt (salaried) employees shall have their annual salary paid in either 26 or 27 pay periods depending upon calendar

3.6 SENIORITY

A. EMPLOYER SENIORITY: Length of continuous service with the Employer, subject to Section C.

B. JOB CLASSIFICATION SENIORITY: Length of service in a job classification covered by this Agreement, subject to section C.

C. SENIORITY CREDIT FROM PRIOR EMPLOYERS:

(i) Employees who were previously employed by Lincoln, Lyon, and Murray Human Services, clerical employees who were employed by Lincoln Lyon Murray Pipestone Public Health or a County that becomes a member of Southwest Health and Human Services (EMPLOYER), shall maintain their seniority dates from their initial employment and job classification from those prior employers, and shall be placed on the seniority list accordingly with other employees of the bargaining unit, so long as there was no interruption in continuous employment from their prior employer and the EMPLOYER. Such employees shall not be viewed as new employees and shall not serve a probationary period unless such employees transfer to a new position outside their job classification pursuant to § 11.2 after their employment with the EMPLOYER begins.

(ii) For the purpose of job classification seniority, employees of member counties joining the EMPLOYER shall be placed in the job classification that most closely matches the job duties that the employee performed at the member county as determined by the EMPLOYER.

(iii) For seniority credit to apply the employee of a County that is a signatory to the Southwest Health and Human Services Joint Powers Agreement for Human Services or Public Health must have been employed in the Human Services Department or Public Health Department of that member county immediately prior to becoming employed by the EMPLOYER.

(iv) "Immediately prior" means there shall be no break in service between the employment with any of the member county or LLMHS or LLMPPH or, for clerical employees LLMPPH, ending and employment with the EMPLOYER beginning. In the event that the individual is later employed by the EMPLOYER, the individual shall not subsequently be entitled to service credit for past employment with a member county, LLMHS or LLMPPH or for clerical employees, LLMPPH.

- 3.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period as determined by the employer.
- 3.8 LAYOFF: Reduction in an employee's scheduled hours of work or elimination of the employee's position.
- 3.9 TRIAL PERIOD: The first ninety (90) calendar days after a bargaining unit member is promoted, transferred, or accepts a position outside the bargaining unit, after having completed their initial probationary period within the bargaining unit.

ARTICLE 4 – UNION SECURITY

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

- 4.1 The EMPLOYER shall deduct union dues from the earnings of those employees who authorize such deductions in writing. The UNION shall submit such authorizations in writing to the EMPLOYER at least seven (7) days prior to the end of the pay period for which the deductions are to be effective, verifying the employees for whom full and fair share amounts shall be deducted. Such deductions shall continue in effect until canceled.
- 4.2 The EMPLOYER shall deduct each pay period, an amount as directed by the Union
- a. Withheld dues shall be forwarded to AFSCME Council 65 Administrative Office (118 Central Ave, Nashwauk, MN 55769) within ten (10) days after the deductions are made, together with a record of the amount and a list of the names of the employees from whose wages deductions were made
 - b. Deduction of dues or fees shall be made each pay period using a formula (or schedule, if applicable) provided by the UNION to the EMPLOYER to calculate the actual dues deduction. The UNION will provide a spreadsheet or formula that can be used to calculate the actual dues in an electronic Excel format or via U.S. mail. Dues deductions shall be continued and terminated in accordance with said authorization card.
- 4.3 The UNION shall provide employees with union authorization cards for membership and union dues. The EMPLOYER shall not be responsible for providing such cards to employees. Cards and information regarding union dues may be obtained through AFSCME Council 65 Administrative Office (118 Central Ave, Nashwauk, MN 55769).
- 4.4 The UNION may designate employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice. The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off for

meetings with the employer. Leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the department may be requested.

- 4.5 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 any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 4.6 DEDUCT FAIR SHARE fees in accordance with the provisions of M.S. 179.65, Subd. 2.
- 4.7 The EMPLOYER agrees to allow the UNION to use designated bulletin boards and e-bulletins for the purpose of posting notices of UNION meetings, election, election returns, appointments to office and any other items specifically approved by the EMPLOYER. The UNION agrees to limit the posting of such notices to designated locations.
- 4.8 The Union shall have the right and opportunity to participate in the SWHHS new employee orientation with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The Union shall be given 15 minutes at the beginning of each aforementioned new employee orientation.

ARTICLE 5 – EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and direct the affairs of the EMPLOYER in all its various aspects including, but not limited to the right to direct the work force, select and manage all personnel, assign overtime, layoff employees due to lack of work and other legitimate reasons, make and enforce rules and regulations; determine the utilization of technology; change or eliminate existing methods, equipment or facilities; establish functions, policies and programs; set and amend budgets; establish and modify the organizational structure; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 5.3 In the event that the EMPLOYER proposes to make changes to its policies which affect a mandatory subject of bargaining, the UNION shall be notified in advance. The Union shall promptly notify the employer within ten (10) working days if it is interested in negotiating regarding such subject(s). If negotiation is requested, such policies shall not be implemented for bargaining unit employees until the negotiation process is complete.

ARTICLE 6 – EMPLOYEE RIGHTS- GRIEVANCE PROCEDURE

6.1 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.

6.2 UNION REPRESENTATIVES

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.

6.3 PROCESSING OF 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 the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence IS reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.4 PROCEDURE

Employees are encouraged to attempt to resolve their grievances, as defined by Section 5.1 on an informal basis with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved to the employee's satisfaction by informal discussion, it shall be then processed in accordance with the following procedure:

- Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present the grievance to the EMPLOYEE'S designated representative in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

Step 2. A grievance not resolved in Step 1 may be appealed to Step 2 in writing within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1, and shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

If appealed, the grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance.

Step 3. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

If appealed, the written grievance may, by mutual written agreement, be submitted to mediation through the Minnesota Bureau of Mediation Services.

Step 4. A grievance unresolved in Step 2 which the parties do not mediate or which is unresolved at Step 3 may be appealed to Step 4 and submitted to arbitration.

The EMPLOYER and the UNION representative may endeavor to select a mutually acceptable arbitrator to hear and decide the grievance or may select an arbitrator in accordance with the Rules established by the Bureau of Mediation Services. Absent any factors beyond the control of the Union or the Employer, the Union and the Employer shall select an arbitrator within ninety (90) calendar days from the date the Union appeals the grievance to Step 4 of the grievance procedure. If no selection is made within this ninety (90) day timeframe, 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.

6.5 ARBITRATOR'S AUTHORITY

- A. 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 in writing by the

EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 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.

6.7 CHOICE OF REMEDY

A grievance unresolved at Step 3 that involves a suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed either to Step 4 of Article VI or a procedure such as: Veteran's Preference or other statutory proceeding. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall elect in writing which procedure is to be utilized, Step 4, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

ARTICLE 7 – SAVINGS CLAUSE

In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 8 – WORK SCHEDULES

- 8.1 The sole authority to establish or modify work schedules is with the EMPLOYER.
- 8.2 The EMPLOYER will give seven (7) calendar days advance notice to employees affected by the establishment of permanent change in schedule.
- 8.3 Any employee directed to work outside of their assigned office shall begin their work day at the beginning of their travel to their unassigned office.

ARTICLE 9 – OVERTIME PAY AND COMPENSATORY TIME

- 9.1 All overtime must be approved in advance by the employee's supervisor. Hours worked by non-exempt employees in excess of forty (40) hours within a seven (7) day period (as determined by the employer) will be compensated at one and one-half (1-1/2) times the employee's regular base pay.
- 9.2 The maximum number of hours that a non-exempt employee should work in any week is 37.5 hours. With supervisory approval, non-exempt employees may work up to two and a half (2.5) hours over the regular 37.5 hours which will be earned as compensatory time.
- 9.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 9.4 Exempt employees may earn compensatory time at one (1) hour for each hour worked in excess of thirty seven and a half (37.5) hours with prior approval of a supervisor, unless a supervisor is unavailable and immediate client needs require attention. In such circumstances, supervisor approval must be obtained the following work day. If an on-call employee takes a call or is called out to work, compensatory time is to be earned at time and a half (1.5).
- 9.5 Compensatory time taken must be approved in advance by the employee's immediate supervisor.
- 9.6 Compensatory time will be earned and taken in 30 minute increments at a minimum. Once earned, employees shall not be required to use compensatory time until they have reached 17.5 hours at which time they may be asked to work adjust to insure they do not exceed 22.5 hours. In the event an employee may go into overtime status for the week they may also be asked to work adjust. The balance of compensatory

time at the end of the payroll period shall never be more than 22.5 hours. Time in excess of 22.5 hours at the end of a payroll period will be lost to exempt employees. For non-exempt employees, the time in excess of 22.5 hours at the end of a payroll period shall be paid out to the employee at the employee's regular rate of pay.

ARTICLE 10 – DISCIPLINE

The EMPLOYER will discipline employees only for just cause. Discipline will be in one or more of the following forms, as appropriate to the circumstances: oral reprimand with written documentation, written reprimand, suspension, demotion, or discharge.

Employees shall be provided with a copy of all disciplinary actions and a copy of their performance evaluations.

ARTICLE 11 – PROBATIONARY PERIODS

- 11.1 All newly hired or rehired employees will serve an initial one-year probationary period. During the initial probationary period, an employee who is promoted or reassigned to another job classification shall serve the secondary probation concurrently with the initial probation.
- 11.2 At any time during the initial probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER. Such terminations shall not be subject to the grievance procedure.
- 11.3 All employees will serve a six (6) months' bargaining unit probationary period in any job classification within the bargaining unit in which the employee has not served a probationary period. During the initial ninety (90) calendar day trial period, the employee may return to their prior position at their request and shall retain the job classification seniority upon reinstatement to the position previously held.
- 11.4 At any time during the six month bargaining unit probationary period, an employee promoted or reassigned may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER. If an employee is returned to his or her prior position by the EMPLOYER during their bargaining unit probationary period, that employee shall retain the job classification seniority upon reinstatement to the position previously held.
- 11.5 An employee who accepts a position outside of the bargaining unit shall retain his/her job classification seniority within the unit for a trial period of ninety (90) calendar days during which either the employee or the EMPLOYER may return the employee to the employee's previous job classification. At the conclusion of the trial period, the employee's seniority rights under this agreement shall terminate. Nothing in this

provision shall be construed as modifying or impacting any probationary or trial period that is or may be required in the position outside of the bargaining unit.

- 11.6 Newly hired probationary employees may use accrued sick leave as it is earned. They may use accrued vacation leave after three (3) months of employment. Employees serving probationary periods in new job classifications shall be entitled to use all accrued paid leave time consistent with the terms of Article 15.

ARTICLE 12 – SENIORITY

- 12.1 In the event of layoff, employees will be laid off on the basis of job classification seniority. The Employer will endeavor to provide employees with as much notice of temporary layoff as reasonably practicable based upon the circumstances. Notification of permanent layoff will be 3 weeks.

The employee laid off shall then have the opportunity to bump the least senior employee in the job classification the employee most recently previously held, provided the employee has more seniority than the employee he/she intends to bump.

- 12.2 Recall from layoff will be on the basis of job classification seniority. Recall rights will continue for twelve (12) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

No new employee shall be hired to work in classifications in which layoffs have occurred until all employees in those classifications on layoff status who wish to return have been recalled.

- 12.3 Seniority lists: The EMPLOYER shall establish seniority lists by EMPLOYER and job classification seniority and will provide such lists to the UNION upon request. The UNION shall be notified of new hires within the bargaining unit, including job classification and rate of pay.
- 12.4 Seniority: Newly hired employees shall be placed on the seniority lists upon completion of their probationary periods.
- 12.5 EMPLOYER seniority shall be used for the purpose of determining benefits.

ARTICLE 13 – JOB VACANCIES

- 13.1 Job vacancies within the agency will be posted within the agency for five (5) work days prior to being advertised publicly. Interested employees may submit application for a position after the Board approves the position to be filled, prior to the posting date. The EMPLOYER shall have the discretion to determine whether or not to seek outside applicants.

- 13.2 Employees selected to fill a position in a higher job classification shall be subject to the conditions of ARTICLE 11 (PROBATIONARY PERIOD).
- 13.3 The EMPLOYER has the right of final decision in the selection from all applicants (internal and external) to fill jobs based on qualifications, abilities and experience and to set initial salary. In the event that an initial salary is higher than the lowest paid employee in the job classification, the Union shall be notified in advance of the recommendation to the Board. The EMPLOYER shall meet and confer with the UNION upon request within 10 calendar days and provide information regarding the experience and qualifications of the successful applicant and the reason for the wages/salary.

ARTICLE 14 – HEALTH, DENTAL, LTD (Long-term disability), and LIFE INSURANCE PLANS

Hereinafter called the Cafeteria Plan

- 14.1 The EMPLOYER will contribute up to a maximum of five hundred fifty dollars (\$550) per month per employee for the cafeteria plan for employees taking EMPLOYEE ONLY coverage. The EMPLOYER will contribute up to a maximum of nine hundred thirty (\$930.00) per month per employee to the cafeteria plan for employees taking EMPLOYEE PLUS CHILD (REN) coverage. The EMPLOYER will contribute up to a maximum of one thousand one hundred dollars (\$1100.00) per month per employee to the cafeteria plan for employees taking EMPLOYEE PLUS SPOUSE coverage. The EMPLOYER will contribute up to a maximum of one thousand three hundred twenty-five dollars (\$1325.00) per month per employee to the cafeteria plan for employees taking FAMILY coverage. Employees are required to carry single or dependent health care coverage using the maximum employer contributions stated above. Basic LTD (long-term disability) coverage, and life insurance will be provided by the EMPLOYER Labor and Management agree to meet and confer if requested by Labor to discuss changes to the health insurance premium for 2021.
- 14.2 Retiring employees who:
- a) were employed by Lincoln, Lyon, and Murray Human Services (LLMHS) and were employed by that agency prior to August 22, 2005 and worked continuously for LLMHS through December 31, 2010 with no break in service; and
 - b) were hired by the EMPLOYER effective January 1, 2011 with no break in service and are employed on a full-time basis with the EMPLOYER; and
 - c) are receiving a disability benefit or PERA annuity, or have met age and service requirements necessary to receive a PERA annuity;

shall be entitled to receive 4% per year of service toward the employee's (dependents are excluded) health and dental single insurance premium, including their years of service at LLMHS.

This amount shall not exceed 100% nor shall the total amount exceed the amount paid by Southwest Health and Human Services on behalf of their employees. Payment of this amount will be discontinued if the employee's share of the premium(s) is not paid within the deadline set by the EMPLOYER. Payment shall also be discontinued when the employee becomes eligible for Medicare or if the employee obtains employment where single health insurance is available at no cost to the employee.

Employees hired after August 22, 2005 by Lincoln, Lyon, and Murray Human Services are not eligible for retirement health insurance benefits. No employees hired by the EMPLOYER who were not employed by LLMHS are entitled to retirement health insurance benefits.

- 14.3 The Agency will cover the maintenance costs of the benefit plans. The employee shall be responsible for any lost or extra debit cards.

ARTICLE 15 – LEAVES

- 15.1 VACATION LEAVE - Full-time employees shall be granted paid time off as follows: Each permanent, trainee, or probationary employee shall earn vacation, on the last working day of each payroll period but this vacation cannot be used until the first working day of the following payroll period.

At initial hire, staff will earn 3.7 hours of vacation biweekly.

At 3 years of service, staff will earn 4.33 hours of vacation biweekly.

At 5 years of service, staff will earn 5.55 hours of vacation biweekly.

At 10 years of service, staff will earn 6.45 hours of vacation biweekly.

At 15 years of service, staff will earn 7.35 hours of vacation biweekly.

Vacation leave can accumulate to 244 hours. No time is accumulated after reaching the maximum. In lieu of earning biweekly vacation, new employees will be fronted 6 biweekly vacation accruals at the time of hire (a total of 22.2 hours) which new employees will have access to upon hire. New staff will then start earning biweekly vacation as per this contract at the end of the 7th biweekly pay period and thereafter. When taking vacation leave, the minimum increment that can be used is one-half hour. Vacation leave cannot be used until it is earned.

No Vacation Leave will accrue after the employee reaches 244 hours.

Requests for vacation leave must be made to the employee's supervisor in writing and must be authorized in advance by the supervisor in writing. In the absence of the

employee's supervisor, the request may be made to another supervisor in Human Services.

Upon voluntary separation of employment, any employee who has six (6) months of satisfactory service will be paid for any accrued vacation leave that has not been used. Employees may not use more than three days during the last two weeks of employment. Employees terminated for misconduct shall not be entitled to be paid for accrued unused vacation leave. This shall not apply to employees terminated for poor work performance.

15.2 MEDICAL LEAVE

- a. Each permanent, trainee, or probationary employee shall earn paid medical leave at the rate of 3.7 hours, on the last working day of each payroll period but this paid medical leave cannot be used until the first working day of the following payroll period.
- b. Paid medical leave will be prorated for part-time employees.
- c. Paid medical leave can be accumulated to a maximum of 450 working hours. No time is accumulated after reaching this maximum.
- d. Paid medical leave may not be used in the payroll period it is earned.
- e. When taking paid medical leave, the minimum increment that can be used is one-half hour.
- f. Employees shall use paid medical leave for FMLA leave purposes.
- g. Paid medical leave may be used for illness (self and immediate family), injury, medical and dental appointments. (Immediate family shall be spouse, children, parents, grandparents and legal wards) as prescribed by MN Statute 181.9413.
- h. The employer may require medical documentation when three days of leave is used within a thirty (30) day period. Such documentation may consist of verification of doctor's or dental appointments without disclosure of diagnosis. The employer reserves the right to require additional information, including medical information, in the event that there is a pattern indicating the possible abuse of sick leave.
- i. If any employee receives a compensable injury and has benefits accrued under sick leave, the employee may at his/her option, request and receive sick leave to supplement the difference between his/her regular pay and Worker's Compensation. The total amount paid to the employee will not exceed his/her regular earnings.

When an employee cannot report to work due to an illness the employee shall notify their supervisor and the front desk of their base office so the employee's calendar can be updated. Medical leave due to preplanned medical appointments must be approved by the employee's supervisor in the same manner as vacation.

Employees may not use medical leave during the last two weeks of employment after submitting their resignation, except in the case of accident, injury or documented illness of the employee.

15.3 PAID MEDICAL LEAVE DURING VACATION LEAVE

When illness occurs within a period of vacation leave, the period of illness may be charged as paid medical leave and the charge against vacation leave reduced accordingly except when the employee has submitted their resignation.

15.4 FAMILY MEDICAL LEAVE ACT (FMLA) LEAVE will be provided as required by law. A "rolling forward" period of time for FMLA leave shall be used. Employees must use accumulated paid leave during FMLA leave. An employee shall continue to be eligible for paid holidays. Employees may hold up to 37.5 hours of sick leave and 37.5 hours of vacation to be available upon return from leave. Employees will provide written notification to Human Resources and their supervisor of their intent to bank sick and/or vacation leave prior to FMLA leave.

15.5 STATUTORY LEAVES - Military leave, bone marrow donation, jury duty and other statutory leaves will be provided by as required by law, and may be enhanced but not diminished by SWHHS policy.

15.6 BEREAVEMENT LEAVE

Each employee shall have up to 22.5 hours noncumulative annual bereavement leave. Each employee shall have an additional 5 days (37.5 hours) noncumulative annual bereavement leave for immediate family (parent/child/spouse). Such days shall be with pay and shall not be deducted from sick leave or vacation balances. Such leave must be taken in a minimum of 1/2 (.5) hour increments.

Upon exhaustion of the noncumulative annual bereavement leave and approval of their supervisor, an employee may use up to three (3) days of medical leave for bereavement of a parents, children, spouse, siblings, legal wards, grandparents, grandchildren, aunts, uncles, nieces, nephews, cousins and spouse's parents and in-law relatives .

Reasonable leave time without loss of pay will be allowed to attend a funeral of current staff members or former staff members who have left the agency within the last two years.

In the event of a death in the family the employee shall inform the supervisor in the same manner as for sick leave.

15.7 MEDICAL LEAVE SEVERANCE (Pre-7/1/2011 Employees)

Upon severance of employment under this CBA (SWHHS Public Health) with five (5) to ten (10) years of service, the employee shall be compensated at his/her current rate of pay an amount equal to 25% of the unused accrued sick leave available to the employee's credit to the date of separation. For eleven (11) to twenty (20) years of service, the employee will receive 35%, and for over twenty-one (21) years of service, the employee will receive 45%. In cases of death while still employed, the severance pay shall be paid to the employee's estate.

Employees hired after July 1, 2011 by Southwest Health and Human Services (Public Health) are not eligible for medical leave severance.

- 15.8 Union Leave - Upon written request by the Union, unpaid leave shall be granted for up to a maximum of three (3) employees selected by the Union to do union business for up to a maximum of five (5) days per year.

ARTICLE 16 – HOLIDAYS

- 16.1 Employees shall receive the following eleven holidays:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Christmas Eve Day if December 24
Labor Day	falls on Monday, Tuesday, Wednesday, or Thursday

- 16.2 Non-exempt employees required to work on holidays shall be paid one and one-half (1-1/2) times the employee's base pay rate for hours worked. This is in addition to the employee's base pay. In all cases where a non-exempt employee is required to work on a holiday and such hours worked are in excess of forty (40) hours per week, ARTICLE 9.1 shall apply.
- 16.3 In the event that a holiday falls on a Sunday, the following Monday shall be paid holiday, and if any of these fall on a Saturday, the preceding Friday shall be a paid holiday.
- 16.4 Employees shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day after the holiday to qualify for holiday pay, unless the employee is absent due to illness, accident, is on vacation

or due to the death in the employee's immediate family. Holiday pay for part-time employees or employees who are in leave without pay status will be prorated.

ARTICLE 17 – LEAVES OF ABSENCE

Leaves of absence not otherwise set forth in this agreement will be provided as per law or Southwest Health and Human Services Policy.

In the event that the EMPLOYER makes changes to its policies which affect a mandatory subject of bargaining, the UNION shall promptly notify the employer if it is interested in negotiating regarding such subject(s).

ARTICLE 18 – PART-TIME EMPLOYEES

Part-time employees shall be eligible for pro-rated holidays, medical leave, and vacation benefits under this AGREEMENT.

ARTICLE 19 - COMPENSATION

- 19.1 On call social workers will bill the agency monthly at \$25 per day. On-call social workers will bill the agency \$50 per day for holidays as defined by Article 16 of this contract.
- 19.2 Professional Licensure: the EMPLOYER will pay for one-half of any professional licensing fees when the license is required for the job. This does not include application or late fees.
- 19.3 Employees shall be paid in accordance with Appendix A
- 19.4 Notwithstanding any provision for the continuation of the agreement following the expiration of the term pursuant to P.E.L.R.A., steps on any wage schedule shall not be automatic, The EMPLOYER reserves the right to deny or withhold steps following the expiration of the term of this AGREEMENT. After an evaluation is completed, the employee will be given a copy and provided an opportunity to respond to the evaluation in writing and have that response permanently attached to the evaluation. No changes may be made in the evaluation after the employee has received and signed his/her copy. The employee's signature on any performance review is considered a signature of receipt only and not an indication of agreement.
 - 19.41 An Employee may request review of the performance review score by their immediate supervisor or his/her designee. Such request must be made to the immediate supervisor within twenty-four (24) calendar days from the date the employee receives the evaluation. If the decision of the appointing authority immediate supervisor does not resolve the matter within thirty (30) calendar days following the employee's request for review, the matter may be

referred to Human Resources, for review by the Director or his/her designee. Such time limits may be waived by agreement of the parties.

- 19.42 The EMPLOYER, when evaluating their existing Performance Evaluation Tool, will agree to meet and confer with the UNION, if the UNION requests within 2 weeks of notice, regarding changes to the Performance Evaluation Tool prior to implementation of any changes. This pertains to the content of the tool not the scoring grid.
- 19.5 If during the term of this agreement a new classification is created then the employer's representative will notify the union's representation in writing of the new classification, within fourteen (14) days and include the job description and proposed salary minimum and maximum. The union representative will respond within ten (10) working days of receipt of the notification as to whether or not the Union agrees with the proposed salary. If the Union disagrees with the Employer's proposed salary minimum and maximums, the Union representative will request to meet and negotiate with the Employer's representative regarding the proposed minimums and maximums. Staff will not be appointed to the new classification until this process is complete.

ARTICLE 20 – SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

A copy of the Safety Policy shall be available online to all employees.

Employees shall report unsafe conditions to one of the Safety Committee Chairpersons and/or the Administrator.

ARTICLE 21 – GENERAL PROVISIONS

SWHHS policies regarding the general terms and conditions of employment shall be applied, including but not limited to such matters as, expense reimbursement, flex schedule, telecommuting, inclement weather, community service participation and use of agency vehicles.

In the event that the EMPLOYER makes changes to its policies which affect a mandatory subject of bargaining, the UNION shall promptly notify the EMPLOYER if it is interested in negotiating regarding such subject(s).

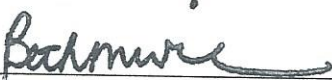
ARTICLE 22 – WAIVER

- 22.1 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.
- 22.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT.


ARTICLE 23 – DURATION

This AGREEMENT shall be effective as of January 1, 2021 and shall remain in full force and effect until the 31st day December 2021. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other party in writing prior to date of expiration that it desires to modify this agreement. This Contract shall remain in full force and effect during the period of such negotiations.

FOR SOUTHWEST HEALTH AND HUMAN SERVICES

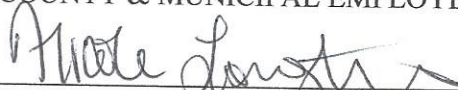


Beth Wilms, Director
Dated 11/18/2020




Board Chairperson
Dated 11/18/2020

FOR AMERICAN FEDERATION OF STATE COUNTY & MUNICIPAL EMPLOYEES



Nicole Longtin, Union President
Dated 11/12/2020



Eric Austin, AFSCME Representative
Dated 11/10/2020

APPENDIX A Compensation

2021 – Up to 3.50% Pay for Performance increases (can be adjusted higher by the board as budget allows) Modification of minimum in accordance with DHS Merit System COLA adjustments will be frozen in 2021. Modification of maximum in accordance with DHS Merit System COLA adjustments will occur in 2021.

Employees hired after October 1, 2020 shall not receive a pay for performance increase until the following year.

Social Worker/CPS	Minimum: \$24.12	Maximum: \$39.76
Social Worker MSW	Minimum: \$51,313.14	Maximum: \$77,521.20
Social Work Team Lead	Minimum: \$27.40	Maximum: \$39.76
Chemical Dep Counselor	Minimum: \$18.69	Maximum: \$31.93
Lead Eligibility Worker	Minimum: \$21.38	Maximum: \$33.07
Eligibility Worker	Minimum: \$18.69	Maximum: \$31.93
Fraud Prevention Specialist	Minimum: \$19.24	Maximum: \$33.07
Circle Coordinator	Minimum: \$26.32	Maximum: \$39.76
Circle Specialist	Minimum: \$18.69	Maximum: \$31.93
Collections Officer	Minimum: \$18.17	Maximum: \$30.77
Child Support Officer	Minimum: \$19.24	Maximum: \$34.21
Support Enf Aide	Minimum: \$16.03	Maximum: \$23.95
Office Support Specialist	Minimum: \$14.97	Maximum: \$22.80
Case Aide	Minimum: \$18.17	Maximum: \$30.20
Health & Human Services Administrative Aide	Minimum: \$18.69	Maximum: \$31.93
PH Nurse	Minimum: \$26.73	Maximum: \$39.90
Registered Nurse	Minimum: \$23.38	Maximum: \$35.35
Public Health Educator	Minimum: \$24.59	Maximum: \$37.63
Sanitarian	Minimum: \$24.59	Maximum: \$37.63
Nutrition Coordinator	Minimum: \$24.59	Maximum: \$37.63
Registered Dietician	Minimum: \$24.59	Maximum: \$37.63
Health Services Program Aide	Minimum: \$17.11	Maximum: \$26.22
Cnty Program Specialist	Minimum: \$50,752.97	Maximum: \$68,924.46

APPENDIX B

Leave Time Transfers for New County Partners to the Southwest Health and Human Services Joint Powers Organization

The Union and the Employer agree that the Employer may enter into agreements to allow the transfer of up to the maximum medical leave and vacation leave balances set forth in this Agreement for employees of new JPA members as long as the joining partner county compensates SWHHS fully for the transferred time. Nothing in this Agreement shall allow employees of new member counties to file grievances related to the amount of leave transferred pursuant to any agreement between the Employer and their member county/prior employ