

**LABOR AGREEMENT**

**between**

**TODD COUNTY BOARD OF COMMISSIONERS**

**and**

**TODD COUNTY HEALTH AND HUMAN  
SERVICES EMPLOYEES**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

**LOCAL UNION #3168**

**JANUARY 1, 2021 – DECEMBER 31, 2021**

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## **AGREEMENT**

This Agreement is entered into on January 1, 2021, between the Todd County Board of Commissioners, hereinafter the Employer, and Local #3168, 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 I PURPOSE**

The Union and the Employer agree that the purpose for entering into the Agreement is to:

- A. Establish the foundation for a harmonious and effective labor-management relationship;
- B. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
- C. Place in written form the agreement upon the rates of pay, the hours of work, and such other terms and conditions of employment for the duration of this Agreement.

### **ARTICLE II RECOGNITION**

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

In accordance with the P.E.L.R.A. the Employer recognizes Local #3168, Minnesota Council # 65, of the American Federation of State, County and Municipal Employees, AFL-CIO, herein referred to as the Union, as the exclusive representative for:

“All Employees of the Todd County Health and Human Services, Long Prairie, Minnesota, who are public Employees within the meaning of Minn. Stat. 179A.03. Subd. 14, excluding 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 non-membership, nor because of race, national origin, creed, sex, color, disability, age, sexual orientation, religious belief or political belief.

**Section 4.**

The Employer agrees not to enter into a contract individually or collectively with Employees in the bargaining unit which is in conflict with the terms of this Agreement.

**ARTICLE III  
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 conditions 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. Chapter 179A 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 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 month probationary period working less than full time and who works fourteen (14) hours or more per week.

**Section 4. Pro-Rated**

An Employee who has successfully completed the six month probationary period working less than full time and who works fourteen (14) hours or more per week would have benefits (e.g. vacation, holiday and sick leave) pro-rated by a percentage of actual hours worked in the preceding calendar quarter divided by the number of hours worked by a full-time Employee in the preceding calendar quarter. For new Employees or those returning from leave of absence the rate will be determined by the previous pay period worked.

**Section 5. Other Terms**

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

## **ARTICLE IV EMPLOYEE RIGHTS**

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

**Section 1.** In recognition of the Union as the exclusive representative:

Subd. 1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the 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 or by U.S. mail; and

Subd. 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. 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 by the Employer under all provisions of this Article.

### **Section 3. Bulletin Board Space**

The Employer shall make space available on bulletin boards for posting of Union notices except that political or inflammatory material may not be posted

### **Section 4. Access to Premises**

Representatives of the AFSCME, 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 5. Stewards**

Stewards shall be permitted reasonable time to perform and discharge duties which are properly assigned to them under the terms of this Agreement. The steward shall be permitted reasonable

time to process and investigate grievances on County property without loss of time or pay during regular working hours. It is agreed that under normal conditions, the time involved would average one and one-half (1-1/2) hours per day.

**Section 6.**

All matters dealing with the terms and conditions of employment and not covered by this Agreement shall be settled through negotiations between the Board and the Union.

**Section 7.**

Employees have rights under the Minnesota Merit System Manual. Copies of the Merit System Manual are available for review in the Health and Human Services Director's Office.

**ARTICLE V  
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 organization structure and selection and direction and number of personnel, providing their action does not conflict with the stipulations contained within this Agreement.

**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 providing their action does not conflict with the stipulations contained within this Agreement.

**Section 3. Employer Rules**

The parties recognize that all Employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

**ARTICLE VI  
HOURS OF WORK**

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

All full-time Employees shall work a forty (40) hour work week. The work week shall consist of five (5) consecutive eight hour days, Monday through Friday with the exception of community events requiring some flexibility. The normal hours of work are from 8:00 A.M. to 4:30 P.M. with an unpaid one-half hour for lunch.

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

Employees shall be granted two fifteen (15) minute rest periods in each eight (8) hours of work.

### **Section 3. Flex Time**

All full time Employees are eligible for flex time upon approval of supervisor/ manager and the Health and Human Services Director, or designee, with the fact that the office will have appropriate staffing Monday-Friday 8:00 A.M. to 4:30 P.M. with mutual agreement by supervisors and the Health and Human Services Director, or designee.

### **Section 4. On Call Pay**

Employees required to be on call and available for consultation with the Home Health Aide during the hours that the Home Health Aide is in the client's home, outside of regular "work week" (i.e.: evenings, weekends, holiday) shall be reimbursed at the rate of \$4.00 per hour, not to exceed 8 consecutive hours per day.

Child Protection employees required to be on-call per MN Statute 626.556 Subd. 7 subd. 7a will follow this subsections:

During the work week, on-call coverage shall begin at 4:30pm and continue until 8:00am on the next regularly scheduled work day. During the weekend, on-call coverage shall begin at 4:30pm on the last recognized work day of the work week, and continue until 8:00am on the next regularly scheduled work day. The employee assigned to provide on-call coverage shall be paid four dollars (\$4.00) per hour for being on-call, except for the actual time worked, which shall be paid in accordance with the collective bargaining agreement. An employee is not eligible for on-call pay for any hours when the employee is being paid in another manner by the County with the exception of holidays. On-call time does not count towards hours worked. No more than one employee shall be assigned on-call coverage for any given hour. While on-call, employees will remain within 1 hour of the County campus and remain fit for duty and capable to carry out on-call duties and respond to calls.

## **ARTICLE VII OVERTIME**

### **Section 1. Policy**

All hours worked in excess of forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the Employee's regular hourly rate of pay. All overtime must have prior approval of the Employee's Health and Human Services Director, or designee. Employees shall

have the option of taking overtime hours as paid time at time and one-half or as compensatory time off at time and one-half. Employees may accumulate up to a maximum of 120 hours compensatory time in 2021. Anything over the annual maximum will be paid in cash.

Compensatory time off is to be used under the same rules that govern vacations. Employees that work less than 40 hours per week that work beyond their regularly scheduled hours and up to 40 hours per week shall be compensated at one times the Employees regular rate of pay as paid time or as compensatory time off at the Employees option. The Health and Human Services Director, or designee, must approve compensatory time off.

**Section 2.**

All time on paid status, including vacation time, paid holidays, paid sick leave, compensatory time off, paid leaves of absence, and all travel time to and from 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 3. Distribution of Overtime**

All overtime will be distributed as equally as possible.

**Section 4. Call outs**

Any Employee called to work outside of his/her regularly scheduled day shall be paid at the rate of time and one-half.

**Section 5.**

Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

**Section 6.**

The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement; nor shall there be any pyramiding of premium compensation.

**Section 7. Weekend Called Out**

If Employees are required, by the employer to provide direct client cares or are called out to provide direct client cares on a Saturday or Sunday, they shall be compensated at the rate of time and one-half.

**ARTICLE VIII**

## HOLIDAYS

### Section 1. Benefits

All Employees shall receive the following days off with pay:

- a. New Year's Day--January 1st
- b. Martin Luther King Jr. Day--Third Monday in January
- c. President's Day -- Third Monday in February
- d. Good Friday—Friday before Easter Sunday
- e. Memorial Day--Last Monday in May
- f. Independence Day--July 4th
- g. Labor Day--First Monday in September
- h. Veterans Day--November 11th
- i. Thanksgiving Day--Fourth Thursday in November
- j. Friday after Thanksgiving
- k. Christmas Day--December 25th
- l. One-half day Christmas Eve
- m. One-half day New Year's Eve (unless New Year's falls on Saturday, Sunday, or Monday)

### Section 2. Holidays and Weekends

Except as noted above, 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. When Christmas Eve falls on a Friday, Saturday, or Sunday, Employees shall be credited with a 1/2 day floating holiday to be used in that calendar year.

### Section 3.

When a paid holiday falls on an Employee's scheduled day off, they shall be paid for that holiday. When a paid holiday falls during a vacation period, the Employee shall receive pay for that holiday and not be required to use vacation hours.

### Section 4.

If Employees are required by the employer, to provide direct client care or are called out to provide direct client care or are required to work on any of the above holidays, the Employees shall receive time and one-half their regular hourly rate for all time worked on that day, plus holiday pay.

### Section 5.

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 work day immediately following the holiday.

**Section 6.**

The Employer agrees that if the County Personnel Policy is amended during the duration of this Agreement to provide eligibility for two half days holidays in a year when the designated half day holidays fall on a weekend, members of this bargaining unit will also be eligible for that benefit.

**ARTICLE IX  
VACATIONS**

**Section 1. Benefits**

Regular full-time Employees shall earn vacation on the following basis:

<u>Years of Service</u>	<u>Hours Earned Per Year</u>	<u>Hours Earned Per Pay Period</u>
1 thru 3	96.20	3.70
4 thru 5	120.12	4.62
6 thru 10	144.04	5.54
11 thru 15	167.96	6.46
16 thru 20	204.10	7.85
21 thru 24	216.06	8.31
25 and over	228.02	8.77

Part time Employees shall receive pro-rated vacation hours based upon the above schedule and the number of hours they work.

Vacation time must be used in quarter hour increments.

**Section 2. Notice**

In determining vacation periods, the wishes of the Employees will be respected as to the time of taking vacations, insofar as the needs of the service will permit. Employees should notify the Health and Human Services Director, or designee, of the time they would like to take vacation as far in advance as possible.

Should a conflict in scheduling occur, it will be resolved on the basis of first request and then seniority at the time of request.

**Section 3. Vacation Accrual**

The maximum carry-over of vacation time from one year to the next shall be twenty-four (24) days (192 hours).

**Section 4. Vacations and Probationary Period**

Upon completion of six (6) full months of satisfactory service with the Employer, vacation time shall accrue to the Employee for the time served at 3.70 hours per pay period worked. No vacation leave shall be accrued or granted during the first six (6) months of employment. Upon the satisfactory completion of such period, vacation leave shall accrue to the Employee for the time served in the probation period.

**Section 5.**

Vacation leave shall not accumulate to an Employee while in non-pay status, except to employees on military leave. Employees in regular full-time positions who are paid for less than 40 hours in a week shall accrue vacation on a pro-rated basis, except employees on military leave.

**Section 6.**

Employees may select to cash out the vacation hours (in excess of 16 accrued hours per month) which shall be paid out the first pay period in December. Part-time staff is eligible for pro-rated cash out hours.

<u>Years of Service</u>	<u>Hours Earned per Month</u>	<u>Cash out Rate</u>	<u>Annual Cash Out Maximum</u>
16 – 20	17	1 hour/month	up to 12 hours
21 – 24	18	2 hours/month	up to 24 hours
25 and over	19	3 hours/month	up to 36 hours

**ARTICLE X  
SICK LEAVE**

**Section 1. Benefit**

Employees shall earn sick leave at the rate of 3.70 hours per pay period. Sick leave shall accrue bi-weekly as it is earned. The maximum carry-over of sick leave from one year to the next per Employee shall be 1040 hours (130 days).

**Section 2. Utilization**

An employee shall be granted sick leave with pay to the extent of the Employee’s accumulation for absences necessitated by illness, disability, or by necessity for medical, chiropractic, dental care, or for serious illness of the Employee or the Employee’s immediate family (spouse, children/stepchildren, adult child, parents, step-parents, grandparents, grandchildren of either the Employee or his/her spouse, ward, siblings and son/daughter-in-law). Sick leave must be used in quarter hour increments.

**Section 3. Medical Certificate**

Verification of illness may be required if illness or injury extends beyond three days.

**Section 4.**

Sick leave allowed shall be deducted from the accrued sick leave days earned by the Employee.

**Section 5.**

Sick leave shall not accumulate to an Employee while in a non-pay status, except employees on military leave. Employees in regular full-time positions who are paid for less than 40 hours in a week shall accrue sick leave on a pro-rated basis.

**Section 6.**

Employees shall notify the Health and Human Services Director, or designee, as soon as possible when going on sick leave so that arrangements may be made to carry on the work.

**Section 7. Worker's Compensation**

In the case of an Employee who, because of sickness or injury incurred in the line of duty, is entitled to receive Worker's Compensation benefits, the Employer will pay to the Employee the difference between the compensation benefits received and his/her normal regular salary. This difference will be charged to the Employee's sick leave account for as long as the account is funded. In no case will the Employee receive more than his/her regular salary. When the Employee's sick leave account is depleted, the Employee will receive the Workers Compensation benefits only.

**Section 8. Sick Leave during Vacation Leave**

When sickness or injury occurs during a vacation leave, the period of illness or injury may be charged as sick leave and the time against vacation leave reduced accordingly. Employees will be required to call the Office immediately if they become ill while on vacation leave. Upon the discretion of the Health and Human Services Director, or designee, a doctor's verification shall be submitted upon return.

**Section 9. Sick Leave and Seniority**

There shall be no loss of seniority to an Employee because of sickness or injury.

**Section 10. Severance Pay**

An Employee who leaves the employment of the Employer shall receive accumulated unused sick leave as severance pay as follows:

0-20 years

40%

Beginning 21 years and over	60%
Eligible for PERA retirement benefits	100%

Subd. 1. Post-Retirement Health Care Savings Plan (HCSP)/MN State Retirement Systems (MSRS): Todd County shall establish and administer a Post-Retirement Health Care Savings Plan (HCSP) with the State of Minnesota through the Minnesota State Retirement System (MSRS). Participation in this program is mandatory for all employees in the AFSCME Local 3168 Bargaining Unit.

- A. Employee’s severance pay will be put into the HCSP (MSRS) at the time of termination of employment or retirement (per the above calculations). Upon the employee’s death, the sick severance shall be paid to the employee’s estate.
- B. Employees who have accrued over 1040 hours of sick leave will have 50% of those hours converted to cash and deposited into their post-retirement health care savings account. The conversion will take place once a year at year end.

**Section 11. Sick Leave and Probationary Period**

Upon date of employment, sick leave shall accrue to the probationary Employee at the rate of 3.70 hours per pay period. Though sick leave shall be accrued, it may not be used until the Employee has successfully completed the probationary period.

**Section 12. Donation of Vacation Time**

An Employee, at their option, may donate vacation hours to another Employee who has expended their sick leave.

**ARTICLE XI  
LEAVE OF ABSENCE**

**Section 1. Application for Leave**

Unpaid leave of absence greater than ten (10) working days must be requested in writing and approved by the County Board at least thirty (30) calendar days in advance, except in case of an emergency. The leave of absence period shall not exceed one (1) year, except by mutual agreement between the Employer and the Union.

**Section 2. Paid Leaves of Absence**

**Subd. 1. Funeral Leave:**

Funeral leave will be granted to an employee when a death in their family occurs according to the following schedule:

Up to 40 hours of paid funeral leave: spouse/domestic partner, parent, child, son/daughter-in-law or ward.

Up to 24 hours of paid funeral leave: siblings, brother/sister-in-law, parent-in-law, grandparent, or grandchild of either the Employee or his/her spouse/domestic partner

Up to 8 hours of paid funeral leave: aunt, uncle, niece, or nephew of the employee or spouse/domestic partner or other relative living in the Employee's home.

In the event that the employee needs additional time off, the Employee shall have the option of using sick leave, compensatory time and vacation time or time without pay.

Part time employees shall receive pro-rated funeral leave based upon the number of hours they work.

**Subd. 2. 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 Health and Human Services Director, or designee, prior to taking the leave.

**Subd. 3. Jury or Witness Duty:**

After the notice to the Health and Human Services Director, or designee, an Employee shall be granted leave with pay for:

- a. Service upon a jury
- b. Appearance before a court, legislative committee, other judicial or quasi-judicial body as a witness in action involving the federal government, State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority.

The Employee shall turn over to the County any per-diem payment received as a result of serving on a jury or as a witness in the above-listed actions. Monies received as expenses shall be kept by the Employee. If an employee is excused from jury duty during the working day, the employee shall report back to work if time permits.

Any absence, whether voluntary or in response to a legal order to appear and testify in private litigation to which the Employee is a party, not as an Employee of the County, but as an individual, shall be taken without pay. Employees may choose to use vacation or compensatory time and then keep any per diem payments.

**Subd. 4. Military Leave:**

Any Employee shall be entitled to a leave of absence without loss of pay, seniority status, efficiency rating, vacation, sick leave, or other benefits for all the time when he/she is engaged with a reserve force of the United States or the State of Minnesota or other component of the military or naval forces of the United States in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, but not exceeding a total of 15 days in any calendar year.

**Subd. 5. Family Medical Leave Act:**

FMLA leave shall be granted pursuant to applicable law and shall run concurrently with accumulated paid leave. Employees may reserve up to forty (40) hours of accumulated vacation leave to utilize after completion of FMLA leave.

**Section 3. Unpaid Leaves of Absence**

Subd. 1. Employees shall not accrue sick leave, vacation leave, personal leave days or paid holiday benefits while on unpaid leave of absence more than 10 days.

Subd. 2. Any regular full time Employee who is granted a leave of absence without pay shall be permitted to remain in the Group Health and Group Life Insurance plans by making advance premium payments to the Payroll Department after providing written notification of intent to remain in the plan as provided by the minimum requirements of state statute.

Subd. 3. **Disability Leave:** 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 sick leave credit available, may, upon request, be granted a medical leave of absence, without pay, up to one (1) year.

A request for leave of absence under this section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the Employee is expected to be able to assume his/her normal responsibilities.

The Health and Human Services Director, or designee, may require that the Employee provide medical certification from a registered practicing physician that he/she is fit for work before returning the Employee to the job.

Any Employee who is granted a leave of absence without pay who is certified by the registered practicing physician as able to return to work, must comply within ten (10) working days or face termination.

Subd. 4. **Child Rearing (Maternity/Adoption):** A child rearing leave of absence for a period of up to four (4) months shall be granted to a natural or adoptive mother or father who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the Employee.

Subd. 5. **Personal Leave**: An unpaid leave, not to exceed 180 consecutive calendar days, may be granted by the Department Head, County Coordinator or designee's approval. No such leave shall be granted or used for the purpose of securing other employment. Denial of such a leave request shall not be subject to the grievance procedure.

Subd. 6. **Reinstatement after Leave**: 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.

## **ARTICLE XII 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. However, Employees are also subject to the provisions of the Minnesota Merit System under which they are classified. In the case of a disciplinary action or at the time of filing a grievance, the Employee shall notify the County Board in writing of his/her intention to process the grievance under the provisions of the Minnesota Merit System or this Agreement. This option belongs to the Employee and the choice of one option precludes the Employee from later attempting to use the other option.

### **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**

Subd. 1. **Extension**: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. **Days**: Reference to days regarding time periods in this procedure shall refer to calendar days.

Subd. 3. **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 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.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a postmark of the U.S. Postal Service within the time period.

Subd. 5. 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 (20) 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**

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.

#### **Section 6. Procedure:**

Step 1. Informal Discussion. The Supervisor and/or Manager shall meet and discuss the grievance with the grievant and the grievants’ representative, within ten (10) days after the receipt of the grievance.

Step 2. In the event the grievance is not resolved in Step 1, the decision may be appealed to the Health and Human Services Director, or designee, provided such appeal is made within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Health and Human Services Director, or designee, he/she shall set a time to hear the grievance within ten (10) days. The Health and Human Services Director, or designee, shall issue his/her decision in writing within five (5) 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 Board, or its representative, provided such appeal is made within ten (10) days after receipt of the decision in Step 2. If a grievance is properly appealed to the County Board, or its representative, they shall set a time to hear the grievance within twenty (20) days after the appeal is received. After the meeting, the County Board or its representative shall issue its decision in writing within ten (10) days to the parties involved.

Step 3A. Upon completion of the previous procedure and prior to requesting arbitration, the Union and the Employer, by mutual agreement may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 3. The time limit for requesting mediation 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 twenty (20) days after the response of the County Board, 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 (7) days, either party may request the Bureau of Mediation Services to submit a panel of 5 arbitrators. Both the Employer and the Union shall have the right to strike two 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 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.

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 in writing by the Employee 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.

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 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 arbitrators 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, and the requesting party shall be responsible for the costs.

### **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.

## **ARTICLE XIII 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) Documented 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.**

All oral and written reprimands that are documented in personnel file shall be signed by the employee acknowledging receipt of, not admission of guilt, and may also write rebuttal to such reprimand, to be placed in the file with reprimand

## **ARTICLE XIV PROBATIONARY PERIOD**

### **Section 1. Probationary Period**

All newly hired or re-hired 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 re-hired 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 one-time

six (6) month extension of the probationary period may be granted. Initiation of a request to the County Board for extension must occur on or before the beginning of the sixth month of the probationary period and shall specify the reasons why the extension is required in this instance. A current evaluation of the Employee's performance shall accompany the request. A copy of the request for extension and the evaluation shall be provided to the probationary Employee by the Health and Human Services Director, or designee.

Subd. 3. A regular employee transferred or promoted to a different classification shall serve a trial period of three (3) months in the new classification. During this three (3) month trial period, the employee shall have the right to revert back to his/her former position. If, during the three (3) month trial period, the employee's performance is unsatisfactory, the Employer shall have right to reassign the employee to his/her former classification, provided, however, the employer has given written notice to the employee and the Union of such action and reason therefore. The employee will not have the right to utilize the grievance or other appeal procedure to contest the Employer's decision to reassign the employee to his/her former position or classification.

## **ARTICLE XV 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 initial date of employment.

### **Section 2.**

The seniority list on the date of this Agreement shall show the name, job title, classification and employment date that seniority is based on for all Employees in the department. The Employer shall keep the seniority list up to date and will provide the Union with an up to date copy when requested, in addition to posting the list on the Union bulletin board on the first of each year for a period of fourteen (14) days.

Employees shall have thirty (30) calendar days from the date of posting to supply written documentation, proof and a written request for seniority change to the Health and Human Services Director, or designee.

### **Section 3.**

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 4. Layoffs**

The word layoff shall mean a reduction in the working force due to a decrease of work. If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary and/or seasonal Employees will be laid off first; seniority Employees shall be laid off according to seniority within job classifications. The Employee with the least seniority shall be laid off first. Employees to be laid off for an indefinite period of time will have at least ten (10) working days of notice of layoff. A senior Employee may bump into a lateral or lower classification provided he/she is qualified for the job. (An Employee who bumps into another position shall be paid the salary of that position).

When the working force is increased after a layoff, Employees will be recalled according to seniority in the reverse order of layoffs. Notice of recall shall be sent to Employees at their last known address by Registered or Certified Mail. If the Employee fails to report for work within ten (10) working days from the date of mailing of Notice of recall, he/she shall be considered as having resigned. Employees shall have the right to recall for a period of one (1) year.

#### **Section 5. Vacancies and New Positions**

Notice of five (5) working days for all vacancies and newly-created positions shall be posted on all Union bulletin boards. The position may then be filled from among present employees who pass the appropriate MN Merit System test and are listed on a merit system register of approved applicants. If a promotional exam is required, all Employees receiving a passing score will be placed on a promotional register. The senior Employee applying would be awarded the position, provided they have the necessary qualifications to perform the duties of the job. When all other qualifications are relatively equal, the Employer may promote the most senior qualified applicant for the position. The Employer shall determine whether or not Employee is qualified for a job. In the event that a senior Employee is not given a vacant or newly created position, upon written request, he/she shall be given a written explanation as to why they did not get the job. This matter shall be subject to the grievance procedure if the Union disagrees with Employer's decision. New Employees are required to have a PT Assessment prior to hire, at County expense. Results of the exam will be on file in the Human Resources Department and a copy shall be placed in the personnel file.

#### **Section 6. Job advancement**

Employees will be provided opportunities to attend workshops, seminars, and conferences, which are pertinent to continuing growth in their positions. Attendance will be authorized (or may be suggested) by the Health and Human Services Director (based on staff requests and supervisor/manager recommendations) within the limits of the budget allocation. An employee shall be advised of the opportunity for transfer from a specific job assignment to any other job opening, which might arise within the same classification.

### **ARTICLE XVI INSURANCE AND RETIREMENT**

**Section 1. Selection of Carrier**

The selection of the insurance carrier shall be made by the Employer as provided by law.

**Section 2. Health and Hospitalization Insurance**

**Eligibility.** All employees working an average of 30 or more hours per week in accordance with the Affordable Care Act are eligible for benefits in this Article.

**Single Coverage:**

The Employer shall pay the cost of the insurance plan for employees electing single coverage for **Plan 1** (\$300 deductible plan), **Plan 2** \$1,700 H.S.A. deductible plan), or **Plan 3** 3,375 deductible plan). The Employer shall pay an additional \$25.00 per month (\$300.00 annually) towards the deductible for those employees who elect single health coverage under Plan 1 (\$300.00 deductible single health plan).

**H.S.A. Contributions**

Plan 2: The Employer shall contribute \$125 per month to the county sponsored H.S.A plan on behalf of eligible employees.

Plan 3: The Employer shall contribute \$165 per month to the county sponsored H.S.A. plan on behalf of eligible employees electing single coverage.

**Family/Dependent Insurance Coverage:**

The Employer shall contribute each month towards dependent coverage based upon the schedule below for 2021. The County shall not pay above the actual cost of the plan.

<b>All Plans, not to exceed total premium</b>	<b>2021 Employer</b>
Employee+Spouse	\$ 1,200.00
Employee+Child(ren)	\$ 1,000.00
Family	\$ 1,300.00

The Employer shall contribute \$125 per month to the county sponsored H.S.A. plan on behalf of eligible employees.

**Section 3. Affordable Care Act.** In the event the health insurance provisions of this Agreement fail to meet the requirements of The Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.

**Section 4. Retirement.** Upon retirement an employee may, at his/ her own expense, join the Retiree Group Health Plan with the condition the employee has been employed by the County

for a minimum of twelve (12) years and be at least fifty-five (55) years of age, or have at least thirty (30) years of service.

Subd. 1. **Post-Retirement Benefit.** Only employees hired on or before January 1, 2007 are eligible for this benefit. Upon early retirement, the Employer will pay an amount not to exceed \$731.50 per month towards the cost of a single health insurance plan up to three years, not to exceed the employee's 65<sup>th</sup> birthday with the condition the employee is eligible for PERA and has twenty (20) or more years of service.

Subd. 2. **MSRS HCSP Contribution:** Only employees hired after January 1, 2007, or those who are eligible for the benefit found in Subd. 1 who voluntarily and irrevocably waive in writing any right to the benefit found in Subd. 1, are eligible for a \$250.00 annual contribution into their MSRS HCSP on the first pay period of each year of employment with Todd County.

Subd. 3. **One-time contribution:** Only employees hired between January 1, 2007 and March 1, 2014, or those who are eligible for the benefit found in Subd. 1 above who voluntarily and irrevocably waive in writing any right to the benefit found in Subd. 1 above, are eligible for a one-time contribution to their MSRS HCSP on the following schedule:

<b>Years of employment</b>	<b>Contribution into MSRS HCSP</b>
1	\$1,000
2	\$1,250
3	\$1,500
4	\$1,750
5	\$2,000
6	\$2,250
7	\$2,500

Eligible employees with more than 7 years of employment will receive the maximum contribution of \$2,500. In the year that eligible employees receive this one-time contribution the employee is not also eligible for the \$250.00 annual HCSP contribution found in Subd. 2 for that year.

**Section 5.** Employees who leave the employment of the County may continue to participate in the group health insurance program for a period of not longer than eighteen (18) months after separation (unless a longer period is required by applicable law, in which case the statutory requirement shall prevail), provided they pay the full premium cost.

**Section 6.** Employees who become disabled while in the employment of the County and who have exhausted their vacation and sick leave shall have their life insurance premiums paid and their health insurance premiums paid by the Employer for up to one year. Employees to be eligible for this subsection must be confirmed in writing by a Medical Physician to have a disability that prevents him/her from performing his/her duties. The Employer may require an Employee to see a Physician of the Employer's choice to confirm the disability. This shall be at the Employer's

expense. Insurance premiums under this subsection shall be for the Employee's insurance only. Exceptions would be any benefits available under the FMLA or any other applicable law. If an Employee voluntarily terminates their employment with Todd County during the time they are eligible for this section, they forfeit any further claims for benefits under this section.

**Section 7.** If an Employee dies, the Employee's spouse may keep the insurance coverage for three years (36 months) by paying the full premium cost.

### **Section 8. Life insurance**

All full-time Employees shall be covered by a term life insurance policy in the amount of twenty thousand (\$20,000.00) dollars at the Employer's expense. (This coverage is part of the County's Health Insurance).

### **Section 9. Claims against the Employer**

It is understood that the Employer's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of denial of insurance benefits by an insurance carrier.

## **ARTICLE XVII GENERAL PROVISIONS**

### **Section 1. Mileage and Travel Expenses**

**Subd. 1.** Employees who use their own vehicles to travel on County business shall be reimbursed on a mileage basis at the rate equal to the Federal IRS allowable deduction rate effective at the time.

**Subd. 2.** Employees shall be reimbursed up to \$10.00 for breakfast, up to \$12.00 for lunch and \$18 for dinner, not to exceed \$40.00 per day, (subject to change by order of the County Board), when they are outside of the County on County business, before and after meal time, and when attending special meetings or events in the County upon approval of the Health and Human Services Director, or designee. If County business keeps the Employee away overnight, actual room cost is reimbursed (receipt necessary) and must be pre-authorized by the Health and Human Services Director, or designee.

### **Section 2. Negotiating Committee**

The Employer agrees to permit the negotiating committee of no more than five (5) people to appear at all negotiation meetings with the Employer with pay, if negotiations are held during working hours.

### **Section 3. Professional License.**

Effective January 1, 2016, Employer will reimburse full-time employees for the required professional license renewal fees.

**Section 4.**

The Employer and the Union agree that the County personnel policy as amended from time to time will, to the extent not inconsistent with this Agreement, be considered work rules applicable to the members of the bargaining unit.

**ARTICLE XVIII  
RATES OF PAY**

**Section 1.**

The wages and salaries reflected in Appendix A, attached hereto, shall be part of this Agreement. In the event that there is a rounding difference between the attached wage schedules and payroll, payroll shall govern. The wage schedules were developed as follows:

2021      2.0% general wage increase retroactive to the first day of the first full pay period in January 2021. The general increase shall apply to all employees not above the maximum salary schedule.

**Section 2.** Employees who are step eligible shall receive their steps on the first full pay period following July 1<sup>st</sup> of each calendar year.

**Section 3.** In the event an Agreement is not reached between the parties by the last day of the collective bargaining agreement, no additional salary increases shall be granted until a successor agreement is ratified by both parties.

**ARTICLE XIX  
BENEFITS FOR PART TIME EMPLOYEES**

**Section 1.**

It is understood and agreed by the parties that regular part-time Employees employed an average of fourteen (14) or more hours per week, but less than 40 hours per week, shall be eligible for benefits as follows:

Subd. 1. Holidays. Part-time Employees shall be paid for all holidays on a pro-rated basis. Part-time Employees shall receive time and one-half their regular hourly rate for all time worked on a holiday.

Subd. 2. Sick Leave. On a pro-rated basis after the completion of the probationary period. Such Employees shall be credited with the appropriate amount after completion of the probationary period.

Subd. 3. Vacations. On a pro-rated basis after completion of the probationary period. Such Employee shall be credited with the appropriate amount after completion of the probationary period.

**ARTICLE XX  
DURATION**

**Section 1. Term and reopening negotiations.**

This Agreement shall remain in full force and effect for a period commencing on January 1, 2021 through December 31, 2021, 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 Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

**Section 2. Finality**

Any matters relating to the current agreement 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. Such amendment to be enforceable, must be in writing and attached to all executed copies of this agreement.

**Section 3. Severability**

The provisions of this Agreement shall be severable, and if any provisions thereof 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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above stated.

TODD COUNTY BOARD OF  
COMMISSIONERS  
LONG PRAIRIE, MINNESOTA

LOCAL #3168, AMERICAN  
FEDERATION OF STATE,  
COUNTY & MUNICIPAL  
EMPLOYEES, AFL-CIO

By Barbara Becher  
County Board Chair

By Robyn Erickson  
County Board Vice Chair

By [Signature] 2-5-21  
AFSCME Staff Representative

By Ronald S. [Signature] 2/5/21  
AFSCME Local President

By Chun Boe 2/2/2021

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

General increase effective the first full pay period worked in January.  
 Step increase effective the first full pay period worked in July.

2021 Todd County Salary Grid

12/29/2020  
 Appendix A

Grade Separation 6% & Step Separation 3%				Fiscal Year		2021	Cost of Living Adjustment		2.0%
Grade/Step	1	2	3	4	5	6	7	8	9
1	\$ 15.42	\$ 15.88	\$ 16.36	\$ 16.85	\$ 17.36	\$ 17.88	\$ 18.41	\$ 18.97	\$ 19.53
2	\$ 16.35	\$ 16.84	\$ 17.34	\$ 17.86	\$ 18.40	\$ 18.95	\$ 19.52	\$ 20.10	\$ 20.71
3	\$ 17.33	\$ 17.85	\$ 18.38	\$ 18.93	\$ 19.50	\$ 20.09	\$ 20.70	\$ 21.31	\$ 21.95
4	\$ 18.37	\$ 18.92	\$ 19.49	\$ 20.07	\$ 20.68	\$ 21.30	\$ 21.93	\$ 22.59	\$ 23.27
5	\$ 19.47	\$ 20.05	\$ 20.66	\$ 21.28	\$ 21.92	\$ 22.57	\$ 23.25	\$ 23.95	\$ 24.66
6	\$ 20.63	\$ 21.26	\$ 21.90	\$ 22.55	\$ 23.23	\$ 23.93	\$ 24.64	\$ 25.39	\$ 26.14
7	\$ 21.88	\$ 22.53	\$ 23.22	\$ 23.91	\$ 24.62	\$ 25.37	\$ 26.12	\$ 26.91	\$ 27.71
8	\$ 23.19	\$ 23.89	\$ 24.60	\$ 25.34	\$ 26.10	\$ 26.89	\$ 27.69	\$ 28.52	\$ 29.38
9	\$ 24.58	\$ 25.32	\$ 26.08	\$ 26.86	\$ 27.66	\$ 28.50	\$ 29.36	\$ 30.23	\$ 31.14
10	\$ 26.06	\$ 26.84	\$ 27.64	\$ 28.47	\$ 29.33	\$ 30.20	\$ 31.11	\$ 32.05	\$ 33.01
11	\$ 27.62	\$ 28.45	\$ 29.30	\$ 30.18	\$ 31.09	\$ 32.02	\$ 32.98	\$ 33.97	\$ 34.99
12	\$ 29.27	\$ 30.15	\$ 31.06	\$ 32.00	\$ 32.96	\$ 33.95	\$ 34.96	\$ 36.01	\$ 37.09
13	\$ 31.04	\$ 31.97	\$ 32.93	\$ 33.92	\$ 34.92	\$ 35.98	\$ 37.06	\$ 38.17	\$ 39.31
14	\$ 32.90	\$ 33.88	\$ 34.90	\$ 35.94	\$ 37.03	\$ 38.14	\$ 39.28	\$ 40.45	\$ 41.67
15	\$ 34.87	\$ 35.91	\$ 37.00	\$ 38.11	\$ 39.25	\$ 40.42	\$ 41.64	\$ 42.88	\$ 44.18
16	\$ 36.96	\$ 38.07	\$ 39.21	\$ 40.39	\$ 41.61	\$ 42.85	\$ 44.14	\$ 45.46	\$ 46.82
17	\$ 39.18	\$ 40.35	\$ 41.57	\$ 42.81	\$ 44.09	\$ 45.42	\$ 46.79	\$ 48.18	\$ 49.63
18	\$ 41.53	\$ 42.78	\$ 44.06	\$ 45.38	\$ 46.75	\$ 48.14	\$ 49.59	\$ 51.08	\$ 52.61
19	\$ 44.02	\$ 45.34	\$ 46.71	\$ 48.10	\$ 49.55	\$ 51.03	\$ 52.56	\$ 54.14	\$ 55.76
20	\$ 46.67	\$ 48.06	\$ 49.51	\$ 50.99	\$ 52.52	\$ 54.10	\$ 55.72	\$ 57.40	\$ 59.11
21	\$ 49.46	\$ 50.95	\$ 52.48	\$ 54.05	\$ 55.67	\$ 57.34	\$ 59.06	\$ 60.83	\$ 62.66
22	\$ 52.43	\$ 54.01	\$ 55.62	\$ 57.29	\$ 59.02	\$ 60.78	\$ 62.61	\$ 64.48	\$ 66.42
23	\$ 55.58	\$ 57.24	\$ 58.97	\$ 60.73	\$ 62.56	\$ 64.43	\$ 66.36	\$ 68.35	\$ 70.40
24	\$ 58.92	\$ 60.68	\$ 62.50	\$ 64.37	\$ 66.31	\$ 68.30	\$ 70.34	\$ 72.45	\$ 74.62
25	\$ 62.44	\$ 64.32	\$ 66.25	\$ 68.24	\$ 70.29	\$ 72.39	\$ 74.56	\$ 76.81	\$ 79.10