

LABOR AGREEMENT

Between

LOCAL 568, COUNCIL 65

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

AFL-CIO

And

COUNTY OF BECKER

DEPARTMENT OF HIGHWAYS

JANUARY 1, 2018-DECEMBER 31, 2019

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ARTICLE I PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Becker, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees, Local 568, Council 65, hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties complete agreement upon terms and conditions of employment for the duration of this Agreement;
- 1.3 Prevent interruptions of work or interference with the efficient operation of the Employer;
- 1.4 Retain in the Employer all matters of inherent managerial policy, including the right to take actions necessary to implement the public policy goals entrusted to it by law in an efficient manner.

ARTICLE II RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes Section 179A.03, subd. 8, for all employees in the Highway Department of the County of Becker, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding supervisory and confidential employees and all employees of the Employer not employed in the Highway Department.

ARTICLE III DEFINITIONS

- 3.1 Union: Local 568, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.2 Union Member: A member of Local No. 568, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Employer: The County of Becker.
- 3.5 Department: The Becker County Department of Highways.
- 3.6 Base Pay Rate: The employee's hourly pay rate exclusive of longevity or any other special allowances.
- 3.7 Seniority: Length of continuous service with the Employer.
- 3.8 Compensatory Time: Time off the employee's regularly scheduled work schedule equal in time to one and one-half times overtime worked.
- 3.9 Overtime: Work performed at the express authorization of the Employer in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 3.10 Severance Pay: Payment made to an employee upon honorable termination of employment.
- 3.11 Call Back: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 3.12 Strike: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligation of employment.
- 3.13 Regular Employees: A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.

ARTICLE IV EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, neither the Union nor any of the employees covered by the Agreement will cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the Employer.

ARTICLE V UNION SECURITY

In recognition of the Union as the exclusive representative, the Employer shall:

- 5.1 The Employer shall deduct an amount each month sufficient to provide the payment of regular dues, 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
- 5.2 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 employee information mutually agreed upon by the Employer and Union necessary for the collection and administration of union dues preferably in an Excel or text file formatted report that may be electronically transmitted or by U.S. mail; and
- 5.3 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 format preferably excel or via U.S. mail.
- 5.4 Fair Share Fee: In accordance with Minnesota Statute 179A.06, subd. 3, any employee included in the appropriate unit who is not a member of the Union shall be required by the Union to contribute a fair share fee for services rendered. The fair share fee required of any employee shall not exceed 85% of the specific expenses incurred for services rendered by the Union in relationship to negotiations and administration of grievance procedures in the appropriate unit. Deductions shall commence on the first day of the second month of full-time employment.
- 5.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments including attorney's fees brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.
- 5.6 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice

ARTICLE VI EMPLOYER AUTHORITY

- 6.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 6.2 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.

ARTICLE VII GRIEVANCE PROCEDURE

- 7.1 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.
- 7.2 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, as provided by this Agreement.
- 7.3 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 a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union Representative 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 of the Employer.
- 7.4 Procedure: Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated representative who shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. 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.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. Notice of a party's desire to go to arbitration shall be sent by U.S. Mail. The selection of an arbitrator shall be made in accordance with the rules established by the Bureau of Mediation Services. Failure to select an arbitrator within ninety (90) days of receipt of the list of arbitrators from the BMS shall be considered a "waiver" of the grievance unless the delay in selection is caused by the Employer, or is mutually agreed upon by the parties in writing.

7.5 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 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.

- 7.6 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 defined at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.
- 7.7 Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as Civil Service or Veteran's Preference. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized 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 of Article VII.

ARTICLE VIII SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Becker. 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 not appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated by mutual agreement of both parties.

ARTICLE IX SENIORITY

- 9.1 There shall be three types of seniority established by the Agreement:
- a. Service seniority, which shall be the total length of continuous service with the Employer.
 - b. Department seniority, which shall be the total length of service within a specific department of the Employer.
 - c. Classification seniority, which shall be the total length of service within a work classification.
- 9.2 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:
- a. Layoff shall be by classification within a department, in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any employee with less seniority in a previously held equal or lower classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department

seniority than the employee who is to be bumped. Employees shall be notified of the layoff a minimum of ten working days in advance.

- b. Recall from layoff, which shall be by classification within a department, in inverse order of layoff, provided that if an employee does not return to work upon recall as directed by the Employer or on an extended date mutually acceptable to the employee and the Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for one (1) year, at which time all rights to recall shall terminate.
- 9.3 Where all other qualifications are equal, seniority shall apply to employees in accordance with the employee's length of continuous service.
 - 9.4 New employees hired shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, he/she shall be a regular employee within the meaning of this Agreement. During the probationary period, an employee may be terminated at the sole discretion of the Employer.
 - 9.5 The Employer shall maintain a seniority list, which shall show the name and job title of all employees entitled to seniority. Such list shall be kept up to date, and Employer will provide the Union with a copy thereof annually.
 - 9.6 An employee shall lose seniority for the following reasons only:
 - a. Resignation
 - b. Discharge
 - c. Absence of five (5) consecutive working days without notifying Employer; in proper cases exceptions may be made in the sole discretion of the Employer. After such absence, the Employer will send written notification to the employee at the last known address that seniority is lost and that the employee's employment has been terminated.
 - 9.7 Any vacancy or newly created position will be posted on the employee bulletin board at least seven (7) days prior to filling the position.
 - a. Whenever possible, openings shall be filled by present employees, giving first consideration to qualifications for the job.
 - b. If it becomes necessary in making a promotion to bypass an employee's seniority, written reasons for such bypass shall be given to the employee and to the Union Steward. Such bypass shall then be a proper matter for grievance procedure.
 - c. An employee who is promoted within the divisions of Maintenance, Engineering or Office/Support shall be granted a thirty (30) day trial period to determine his/her desire to remain on the job. During such thirty (30) day period, the employee shall have the opportunity to revert back to his/her former position.

- d. If the promoted employee is unsatisfactory in his/her new position, notice thereof and reasons therefore shall be submitted to the employee and the Union Steward in writing. The matter may then become a proper subject for grievance procedure.
- e. During the trial period, the employee shall receive the rate of pay of the job he/she is performing.

ARTICLE X DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a. Oral reprimand
 - b. Written reprimand
 - c. Suspension
 - d. Demotion; or
 - e. Discharge
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employees will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.6 Grievances relating to demotion, suspension and discharge shall be initiated by the Union in Step 3 at the grievance procedure under Article VII.

ARTICLE XI OVERTIME

- 11.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1-1/2) times the employee's base pay rate plus longevity.
Part-time Employee. Hours worked on Saturday in excess of eight (8) hours (except for shift changes) will be compensated at one and one-half (1½) times the employee's base pay rate plus longevity.
- 11.2 Overtime will be distributed as equally as possible.
- 11.3 Overtime refused by employees will, for record purposes under Article 11.2, be considered as unpaid overtime worked.

- 11.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.5 Overtime shall be divided as equally as possible and practical among employees in the same classification. An up-to-date list showing overtime hours will be posted by the Employer monthly.
- 11.6 Work performed on a holiday, as defined in Article XVII, or on a Sunday, shall be paid for at time and a half rate for all hours worked plus the holiday pay.
- 11.7 Overtime compensation for non-exempt employees shall be made either in cash or compensatory time off, at the employee's option. Employees shall elect to take either cash or compensatory time at the end of each pay period. No employee shall accumulate more than one hundred twenty (120) hours in the compensatory time bank; hours earned in excess of one hundred twenty (120) shall be paid in cash at the appropriate rate. For the employees in the Engineering division, all accumulated compensatory time in excess of forty (40) hours not used by the pay period ending which includes May 31st shall be paid in cash at the appropriate rate. For the employees in the Maintenance and Office/Support divisions all accumulated compensatory time in excess of forty (40) hours not used by the pay period ending which includes November 30 shall be paid in cash at the appropriate rate. At the discretion of the County Administrator, compensatory time in excess of 120 hours may be accumulated based on unusual circumstance.

ARTICLE XII DISCRIMINATION

Neither the Union nor the Employer will discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief or political belief. Employees shall be subject to the Sexual Discrimination Policy as referenced in the County Personnel Policy.

ARTICLE XIII CALLBACK TIME

An employee called in for work at a time other than his/her normal scheduled shift will be compensated for a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate plus longevity. An extension or early report for a regularly scheduled shift of duty does not qualify the employee for the two (2) hour minimum.

A part-time employee called in for work at a time other than his/her normal scheduled shift on Monday through Friday shall not be eligible for a minimum of two (2) hours pay at one and one-half (1½) times the employee's base rate plus longevity. A part-time employee called into work on a Saturday shall receive a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate plus longevity, with any additional hours worked on Saturday compensated at the employee's base pay rate plus longevity.

ARTICLE XIV INSURANCE

14.1 The Employer shall establish a Flexible Benefits Plan. Each employee participating in the Plan must purchase the minimum required coverage - individual comprehensive major medical coverage, long term disability and basic life insurance under the plan. Effective 1/1/18, the PEIP's HSA deductible plan shall be the minimum required health plan.

Effective 1/1/2018 the County contribution will remain the same as of 2017. Effective 1/1/2019, the County contribution will be based on a 50/50 split between the Employer and employee based on the single HSA compatible plan. Therefore, the County contribution will be calculated by taking fifty percent (50%) of the single HSA plan premium increase and adding it to the previous year's contribution. Employees may receive in cash or use for optional benefits the remaining dollars after the minimum required benefits are deducted from the County's contribution, including those employees who elect to waive the single required health plan.

After enrollment, if any plan falls to ten (10) or less County employees, the plan goes away for the next open enrollment. (Newly implemented plans will be given two (2) years to exist prior to dropping if there are ten (10) or less enrolled.)

14.2 On retirement and after fifteen (15) years of employment with Becker County or under Minnesota Statute 471.61, subd. 2b, the employee will have the option to continue with the County's hospital and medical insurance coverage at his/her own expense. This coverage will continue until the employee is age 65 or if married and under the family policy, until age 65 of either the employee or spouse, whichever reaches age 65 last. The monthly premiums would be due by the fifteenth (15th) of the preceding month.

14.3 The parties agree to meet and confer regarding any changes in this Article necessary to comply with and/or avoid penalties under the Affordable Care Act.

ARTICLE XV WORK SCHEDULES

15.1 The sole authority in work schedules is the Employer. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours.

15.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis, other than a normal work day. The Employer will give advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.

15.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.

- 15.4 Service to the public may require the establishment of work weeks that include work weeks that include work on Saturdays and/or Sundays.
- 15.5 All overtime work must be authorized in advance, except for acts of disaster, by the Employer. For the purpose of computing overtime, holidays and approved leaves shall be considered as days worked.
- 15.6 All employees shall receive one (1) fifteen (15) minute rest period in each four (4) hour work period at times designated by their immediate supervisor. Noon lunch periods shall be thirty (30) minutes.
- 15.7 When an employee reports for work in accordance with the schedule without having been previously notified not to report, he/she shall receive a minimum of two (2) hours work or two (2) hours pay in lieu thereof.

ARTICLE XVI VACATIONS

- 16.1 Permanent employees shall be granted vacation leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Days Granted</u>
Beginning 0 through 1 year	10 days
Beginning 2 through 6 years	12 days
Beginning 7 through 11 years	15 days
Beginning 12 through 18 years	20 days
Beginning 19 plus years	24 days

- 16.2 Vacation leave may be accumulated to a maximum of 224 hours on the last day of each calendar year. Any vacation leave accumulated in excess of 224 hours will be lost to the employee. Vacation shall be earned based on the bi-weekly payroll system
- 16.3 All vacation leaves shall be scheduled with the Employer. Leaves of one week or more shall be scheduled at least two weeks in advance.
- 16.4 No two employees in the same work category will be authorized for vacation leave at the same time, except with the authorization by the Employer. Preference will be given the employee with the earliest scheduling.

ARTICLE XVII HOLIDAYS

The following ten (10) days have been designated as official paid holidays:

New Years Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Martin Luther King Day

- 17.1 In order to receive pay for a holiday, an employee must work his regularly scheduled work day the days immediately before and immediately after the holiday, unless on approved leave.

ARTICLE XVIII PERSONAL LEAVE DAY

Each employee shall be entitled to 16 hours per calendar year of personal leave. These personal leave hours must be taken by the employee or they will be lost.

ARTICLE XIX LEGAL DEFENSE

- 19.1 Employees involved in litigation because of negligence, ignorance of laws, non-observation of laws, or as a result of employee judgmental decision may not receive legal defense by the Employer.
- 19.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his employment, when such act is performed in good faith and under direct order of his supervisor, shall be reimbursed for reasonable attorney's fees and Court costs actually incurred by such employee in defending against such charge.

ARTICLE XX JOB POSTING

- 20.1 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within, provided that applicants:
- 20.1(a) Have the necessary qualifications to meet the standards of the job vacancy; and
 - 20.1(b) Have the ability to perform the duties and responsibilities of the job vacancy.
- 20.2 Employees filling a position in a different job division, such as Maintenance to Engineering shall be subject to the conditions of Article XXII, Trial Period.
- 20.3 The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.

- 20.4 Job vacancies within the designated bargaining unit will be posted for seven (7) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE XXI PROMOTIONS

Seniority will be the determining criterion for transfers, promotions and layoffs only when all other qualifications are equal.

ARTICLE XXII PROBATIONARY PERIODS/TRIAL PERIOD

- 22.1 All newly hired or rehired employees will serve a six (6) months probationary period, Probationary employees shall accrue vacation and sick leave from date of hire but may not use or receive vacation unless the employee satisfactorily completes the probation period.
- 22.2 All employees will serve a six (6) months probationary period in any job division (Maintenance, Engineering or Office Support) in which the employee has not served a probationary period.
- 22.3 At any time during the probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the Employer.
- 22.4 At any time during the trial period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer.

ARTICLE XXIII SICK LEAVE

- 23.1 All regular employees shall be entitled to one (1) day sick leave per month and shall accumulate sick leave to a maximum of 960 hours. After the maximum 960 hours have been accrued, the time shall go into a sick leave bank only to be used when all of the 960 hours have been exhausted. A doctor's certificate may be required for sick leave absences of more than three (3) days duration, or if sick leave is used on more than three separate occasions during the year.

Sick leave shall be earned based on the bi-weekly payroll system.

- 23.2 Earned sick leave may be used for absences from work necessitated by the following circumstances:
- a. Because of sickness or injury to an employee which renders the employee unable to perform the duties of employment;
 - b. Because of quarantine directed by a medical physician;
 - c. Because of death in the immediate family, immediate family is defined as follows: employee's spouse, children, stepchildren, grandchildren or legal wards, parents, step parents, father/mother-in-law, grandparents, aunts and uncles, brother, sister, brother/sister-in-law, and step siblings; up to an additional sixteen (16) hours of sick leave may be granted with the approval of

the department head. Such use not to exceed twenty-four (24) hours. Eight (8) hours of sick leave may be used for death of cousins, and domestic partners.

- d. Because of sickness or injury to an employee's spouse, children or parents, or as referenced in MN Statute 181.9413 result of which requires the said employee to attend to their needs; and
 - e. Because of doctors visits required by employee, employee's spouse, parents, children or stepchildren.
- 23.3 If an employee receives a job related injury or sickness and if eligible for Worker's Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Worker's Compensation and his/her regular salary, not to exceed his/her regular take home pay, for a period not to exceed sixty (60) days. Beyond sixty (60) days, the difference will be charged to the employee's Sick leave account providing the employee chooses to receive his full salary. Once the employee's sick leave account has been used in full, the employee will not continue to accumulate any sick leave, paid holiday or vacation during the period that said employee is unable to work and continuing to receive Worker's Compensation benefits. Upon receipt by the Employer of a medical report indicating that the employee's healing period has concluded and if the employee is unable to return to the position that he held at the time he was injured, and there are no other job classifications open, the employee may be discharged.
- 23.4 Use of the sick leave benefits for reasons other than those stated in Section 23.2 of this Article shall be just cause for disciplinary action as provided in Article X (Discipline).

ARTICLE XXIV MATERNITY/ADOPTION LEAVE

An unpaid maternity or adoption leave of absence must be granted to a natural parent or adoptive parent who requests such leave in conjunction with the birth or adoption of child. The leave shall commence on the date requested by the employee and shall continue for up to three (3) months, provided, however, that such leave may be extended up to a maximum of one (1) year by mutual consent of the Employer and the employee. The Employer's policy for unpaid maternity or adoption leave shall be consistently and uniformly applied among employees in similar circumstances.

ARTICLE XXV LEAVES OF ABSENCE

- 25.1 Unpaid leaves of absence for reasonable periods, not to exceed one (1) year, may be granted to an employee without loss of seniority for longevity purposes; illness leave (physical or mental) may be extended upon request for like periods.
- 25.2 Paid leaves of absence shall be granted for service on a jury, with per diem received therefore to be turned back to the County (excluding travel allowance).
- 25.3 Employees who are members of a Reserve Military Force of the United States or the State of Minnesota, and who are ordered by appropriate authorities to attend a training program or perform other duties under the supervision of the appropriate authority shall be granted a paid leave time up to a maximum of 15 working days per calendar year.

- 25.4 Any regular employee who enters into active military service while in the employment of Employer shall be granted a leave of absence for the period of such military service.
- 25.5 Withdrawal of PERA accumulated deductions shall terminate leave of absence, and shall be a permanent employment severance.
- 25.6 No leave of absence shall be granted for any reason prior to two (2) years of continuous service to the Employer by the employee.

ARTICLE XXVI RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement.

ARTICLE XXVII 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. The Employer will contribute the sum of \$200 per year within the contract period toward the purchase of work related protective footwear, cold weather gear and/or rain gear for those employees whose work requires such footwear and gear. Employee purchases of protective footwear, cold weather gear and/or rain gear are subject to the approval of the Employer. The sum of \$400.00 may be expended at any time during the two (2) year term of this Agreement.

ARTICLE XXVIII LONGEVITY

- 28.1 To recognize the employee who remains in the employment of the Employer, a longevity program is established.
- 28.2 To determine eligibility for longevity, the employee's last date of hire shall be the governing factor.
- 28.3 Employee's hired before April 24, 2018, longevity pay shall be paid as follows:

<u>Years of Service</u>	<u>Percent of Salary Increase</u>
0 through 5 years	0%
6 through 10 years	1%
11 through 15 years	2%
16 through 20 years	3%
21 through 25 years	5%
26 through 30 years	6%
Over 30 years	7%

Employee's hired after April 24, 2018 shall receive, in addition to the regular compensation provided herein, longevity pay which will follow the schedule below:

Starting at 16 years 3%

28.4 Longevity payment shall be paid each month and shall be based upon longevity computed on length of service as of the anniversary month of employment.

ARTICLE XXIX SEVERANCE PAY

Employees hired prior to February 25, 2014 who have completed five (5) years of service and honorable separated, including medical separation, shall be entitled to seventy percent (70%) of their unused sick leave as severance pay; however, said severance pay shall not include any banked sick leave hours.

All employees hired on or after February 25, 2014 will be subject to the following severance Pay:

<u>Years of Service</u>	<u>Percent of Sick Leave</u>
5 yrs	40%
10 yrs	50%
15 yrs	60%
20 yrs	70%

ARTICLE XXX WAIVER

30.1 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.

30.2 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 term 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.

30.3 The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

30.4 This Agreement may be amended by the mutual agreement of the Employer and the Union during the life of the Agreement.

ARTICLE XXXI CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens of the United States and Minnesota State Constitutions.

ARTICLE XXXII BULLETIN BOARD

- 32.1 The Employer shall maintain in its headquarters a bulletin board, on which shall be posted all notices required by this Agreement.
- 32.2 The posting of notices on the bulletin board shall be deemed as proper notice to the employees of the subject involved.
- 32.3 The Employer agrees to allow the Union to use the bulletin board for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, and union recreational or social affairs. The Union agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of political or inflammatory nature shall be posted.

ARTICLE XXXIII SALARIES

- 33.1 Effective 1/1/2018, increase the salary schedule two and a half percent (21/2%). Eligible employees not at the top step shall receive a step increase on anniversary date.
- Effective 1/1/2019, increase the salary schedule two and a half percent (21/2%). Eligible employees not at the top step shall receive a step increase on anniversary date.
- 33.2 Pay days will follow the biweekly system based on a four (4) week rotation, and twice a year employees will receive a second paycheck for a pay period of two weeks.

ARTICLE XXXIV MILEAGE

Employees required to furnish cars for purposes of County business shall be paid at the rate the Internal Revenue Service allows for income tax purposes which is effective at the time the employee's expense is incurred. This is paid only when County cars are not available. In the event that there is an available County car, which the employee elects not to use, the employee shall be paid at the rate established by the County Board of Commissioners.

ARTICLE XXXV PERSONAL ITEMS BROKEN OR LOST

Department head shall determine on a case-by-case basis whether to reimburse an employee for personal items broken or lost while working, said reimbursement not to exceed the sum of one items broken through improper use of equipment or supplies.

ARTICLE XXXVI DURATION

This Agreement shall be effective as of January 1, 2018 and shall remain in full force and effect until December 31, 2019, and shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing ninety (90) days prior to the date of termination that it desires to commence negotiations for a succeeding agreement, and this Agreement shall remain in effect during the period of contract negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th day of June, 2018.

County of Becker

AFSCME Local 568, Council 65

County Board Date

Business Agent Date

Steward Date

Steward Date

ARTICLE XXXVI DURATION

This Agreement shall be effective as of January 1, 2018 and shall remain in full force and effect until December 31, 2019, and shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing ninety (90) days prior to the date of termination that it desires to commence negotiations for a succeeding agreement, and this Agreement shall remain in effect during the period of contract negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th day of June, 2018.

County of Becker

Don Shari 6-21-18
County Board Date

AFSCME Local 568, Council 65

Ginger Thrasher 6.19.2018
Business Agent Date

[Signature] 6/19/18
Steward Date

Denise M. Aron 6.19.2018
Steward Date