

AGREEMENT

BETWEEN

COUNTY OF BLUE EARTH

AND

THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
MINNESOTA COUNCIL NO. 65

ASSISTANT BLUE EARTH COUNTY ATTORNEY'S UNIT

January 1, 2019, through December 31, 2021

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DEFINITIONS

Bargaining Unit: The group of employees represented by the Assistant Blue Earth County Attorney's Union.

County Attorney: The Blue Earth County Attorney or the Blue Earth County Attorney's designee.

Department: An organizational unit of Blue Earth County government.

Employee: A member of the exclusively recognized Bargaining Unit. For the purpose of this Agreement, Employee includes Professional Employee as defined in Minnesota Statute 179A.03, Subd. 13.

Employer: The County of Blue Earth.

New Hire: Does not include current Employees.

Part-Time Employee: An employee as defined by M.S. 179A.03 Subd. 14(e).

Temporary Employee: An employee as defined by M.S. 179A.03 Subd. 14(f). This refers to temporary employees employed by the county not temporary employees employed through temporary employment agencies.

Working Days: Working Days will be Monday through Friday, excluding Holidays.

AGREEMENT

between

COUNTY OF BLUE EARTH

AND

THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
MINNESOTA COUNCIL NO. 65
ASSISTANT BLUE EARTH COUNTY ATTORNEY'S UNIT

PREAMBLE

This Agreement made and entered into by and between Blue Earth County, hereinafter referred to as the Employer, and the Assistant Blue Earth County Attorney's Union, hereinafter referred to as the Union, as the exclusive representative for employees in the bargaining units set forth in Article II, for the purpose of compliance with the Public Employment Labor Relations Act (PELRA) of 1971 (M.S. Chap. 179A.) and to integrate the full agreement between the Employer and the Union as to the terms and conditions of employment.

ARTICLE 1. MANAGEMENT RIGHTS

- 1.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; set and amend budgets; to determine the utilization of technology; to establish or modify organizational structures; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial functions not specifically limited by the Agreement.
- 1.2 Any terms or conditions 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 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for all Assistant County Attorneys employed by the Blue Earth County Attorney's Office, Mankato, Minnesota, who are public employees within the meaning of M.S. 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees.
- 2.2 The Employer will not enter into any agreement with such employees, as defined above, either individually or collectively, which in any way conflicts with the terms or

conditions of this Agreement or with the role of the Union as the sole and exclusive representative for said employees.

- 2.3 Employees have the right to join or refrain from joining the Union. Neither the Employer nor the Union shall discriminate against or interfere with any employee because of the Union membership or non-membership.

ARTICLE 3. UNION ACTIVITY

- 3.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover regular monthly Union dues.
- 3.2 The Employer shall deduct fair share fees in accordance with the provisions of Minnesota Statutes Section 179A.06, Subd. 3.
- 3.3 The employer shall deduct union dues from an employee on a biweekly basis for each pay period in accordance with the dues deduction formula provided by AFSCME Minnesota Council 65. Dues shall be remitted to AFSCME Minnesota Council 65 together with a list of names of employees from whom pay deductions were made along with any other pertinent information needed to properly process the dues deductions.
- 3.4 It is agreed that the Employer's obligation to provide for dues deduction and/or fair-share fee assessment shall continue only for the period of time that such deductions and assessments are non-negotiable and required by PELRA.
- 3.5 The Union agrees to hold the Employer and its agents harmless on any and all claims and suits, orders, or judgments, including attorney's fees brought or issued against the Employer under provision of this Article.
- 3.6 The Union may designate certain employees from the bargaining unit to act as stewards (up to two employees) and shall certify to the Employer, in writing, of such choice and the designation of the successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representative(s).
- 3.7 The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following: Stewards and other employee Union officers shall not leave their work stations without prior permission of their designated supervisor, and they shall notify their designated supervisor upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances to the Employer. No more than one (1) steward shall be on paid time to investigate or present a grievance.
- 3.8 The Union agrees there shall be no solicitation for membership; signing up of members; collection of initiation fees, dues, fines, or assessments; meetings; or other Union activities on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without prior approval of the Employer.

3.9 The Employer agrees the Union may use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs, and any other items specifically approved by the Employer. The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notice of a political or inflammatory nature shall be posted.

ARTICLE 4. HOURS OF WORK

4.1 Upon consultation with the County Attorney, the Employer has the right to establish employee work schedules.

4.2 Work schedules showing employees' shift, work days, shall be maintained by the employee's supervisors.

4.3 Established work schedules will remain in effect until changed. Changes in work schedules will be communicated to affected employees with as much advance notice as practicable.

4.4 One employee per weekend shall be assigned to serve on-call and shall be compensated one hundred fifty dollars (\$150.00) per weekend the employee is on-call. An on-call weekend will commence Friday at 5:00 p.m. and end Monday at 8:00 a.m.

ARTICLE 5. HOLIDAYS

5.1 The following days shall be recognized as paid holidays:

New Year's Day	President's Day
Thanksgiving Day	Friday After Thanksgiving
Independence Day	Labor Day
Veterans Day	Memorial Day
Christmas Day	Martin Luther King Day

5.2 Holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on a Sunday shall be observed on the following Monday.

5.3 Part-time employees shall earn prorated benefits if they work fourteen (14) or more hours per week. Holidays will be prorated based on the employee's average number of hours worked during the last four (4) pay periods. Vacation and sick leave will be earned on a per-hour basis for hours worked. Eligibility shall be determined quarterly.

ARTICLE 6. VACATIONS

6.1 All employees shall earn vacation in accordance with the following schedule:

Years	Biweekly Accumulation Rate
0 year - 5 years	3.85 hours
6 years - 9 years	4.77 hours
10 years - 13 years	5.69 hours
14 years - 18 years	6.62 hours
19 years - 24 years	7.54 hours
25 years - over	8.46 hours

- 6.2 Employees may accumulate vacation time during the year in excess of three hundred twenty (320) hours, but no more than two hundred (200) hours may be taken at one (1) time without prior approval of the Department Head. Vacation time shall be reduced to 320 hours on January 1 of each year .
- 6.3 The rate of pay shall be the employee's regular rate of pay.
- 6.4 If practicable, vacations may be granted at the time requested by the employee. If the workload of the department makes it necessary to limit the number of the employees on vacation at the same time, the employee with the greater seniority shall be given their choice of vacation time. All vacations must have prior approval of the Employer.
- 6.5 Upon termination of or retirement from employment, an employee shall receive payment for all vacation accumulated as of the date of said termination or retirement. In cases of voluntary separation by an employee, not less than two (2) weeks' notice of separation shall be given the Employer to be eligible for payment of accumulated vacation pay. Upon failure thereof, such time shall be forfeited.
- 6.6 Individuals who terminate their employment due to retirement may coordinate vacation use with their retirement date (qualified and receiving PERA or FICA benefits) or receive a lump sum payment for the unused vacation. Heirs of an employee who dies are entitled to compensation for any unused vacation.
- 6.7 If an employee contracts an illness or injury during their vacation that requires the attention of a physician, the period of sickness or injury may be charged as sick leave and the charge against vacation reduced accordingly, provided the employee furnishes the Employer with a written physician's certification of such claimed sick leave.
- 6.8 In the event of death in the employee's family during the employee's vacation, the employee shall be granted funeral leave as provided in Article 8 and the charge against vacation time reduced accordingly.
- 6.9 Part-time employees who are in the Bargaining Unit shall receive vacation benefits on a prorated basis.

- 6.10 Vacation credit shall be earned but shall not be used during the first 6 months of employment, nor shall such credit be paid if the employee is terminated or resigns prior to completing 6 months of employment.

ARTICLE 7. SICK LEAVE

- 7.1 All employees shall earn sick leave at the rate of eight (8) hours for each full month of service. Part-time employees who are in the Bargaining Unit shall receive sick leave on a prorated basis.
- 7.2 The maximum accumulation of sick leave in the regular sick leave bank shall be nine hundred sixty (960) hours.
- 7.3 When an employee has nine hundred sixty (960) hours accumulated in the regular sick leave bank, they shall accumulate additional leave in the catastrophic leave bank at the rate of four (4) hours for each full month of service.
- 7.4 Sick leave in the catastrophic bank may be utilized for serious illness or injury when the regular sick leave bank has been reduced to forty (40) hours.
- 7.5 Sick Leave Usage.
- A. Sick leave is defined as absence necessitated by inability to perform duties of their position by reason of illness or injury; by necessity of medical, optical or dental care; or by exposure to contagious disease under circumstances where the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance to duty.
- B. Family and Medical Leave.
- The Family and Medical Leave Act will be administered in accordance with federal rules and regulations and County policy.
(<http://bechome/Admin/images/FMLAPamphlet.pdf>)
- 7.6 If an employee simultaneously draws sick leave and Worker's Compensation benefits, the amount of sick leave pay shall be that employee's regular compensation less the amount of Worker's Compensation received by the employee in a combined amount that does not exceed the regular gross weekly pay. In such instances, the employee must retain the compensation payment provided by Worker's Compensation and the payment of any reduced amount of sick leave per day shall constitute the portion utilized. All benefits, other than retirement contributions will continue as if the employee was in an active employment status as long as the employee is using accrued balances. Employees may not receive payment for accumulated sick leave upon severance from County employment.

- 7.7 Except in emergency situations, employees shall seek approval of sick leave from their supervisors prior to leaving the job for each sick absence. If illness occurs while the employee is on vacation, sick leave shall be granted only where the illness or injury is certified in writing by the attending physician. In any event, the Employer may require a physician's certificate where it believes sick leave is being abused.
- 7.8 Except in emergency situations, a maximum of four (4) hours of sick leave shall be required and approved in advance for appointments with opticians, dentists, physicians, or similar practitioners. Additional appointment time may be granted upon prior approval of the Employer. Whenever possible, appointments should be made at the beginning or end of the work day so as to disrupt work activities as little as possible.
- 7.9 No sick leave shall be granted to an employee during the first (1st) thirty (30) days of their employment, but leave shall accrue from the start of their employment and may be used after the completion of thirty (30) days' service.
- 7.10 Upon retirement after twenty (20) years of service with the County, the Employee shall receive twenty-five (25) percent of their accumulated sick leave paid out.

ARTICLE 8. FUNERAL LEAVE

- 8.1 An employee shall be allowed five (5) working days with pay for a death in their immediate family. Immediate family is defined as spouse, child, stepchild, parent, sibling, parent-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, and daughter-in-law. One (1) working day with pay shall be allowed to attend a funeral of or make funeral arrangements for a niece, nephew, aunt, uncle, great grandparent, of the employee. An additional day with pay shall be allowed upon request of the employee for travel. Any employee selected to be a pallbearer for a deceased County employee shall be allowed one (1) day funeral leave with pay. Upon prior approval and within the sole discretion of the employee's Department Head, one (1) day of funeral leave with pay may also be granted for an employee selected as a pallbearer for any other person, provided, however, that the employer may deny such leave if the use of such leave by the employee has been excessive. Where such excessive use occurs, the employee may take vacation time or leave without pay. All funeral leave shall be deducted from accumulated sick leave except in those cases where there is insufficient sick leave to allow for funeral leave designated herein; and in such event, the employee shall take vacation time, or leave without pay at the employee's option.

ARTICLE 9. LEAVES OF ABSENCE

- 9.1 Eligibility Requirements. Employees who have six (6) months or more of continuous service with the Employer may request a paid or unpaid leave of absence, except as otherwise provided by law.

- 9.2 Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee. The request shall state the reason for the requested leave of absence and any further information required by the Employer.
- 9.3 Authorization for Leave. Written authorization for a leave of absence, if granted, shall be furnished to the employee. A request for a leave of absence shall be answered within fourteen (14) days after the date of submission.
- 9.4 Paid Leaves of Absence.
- A. Paid Military Service Leave. An employee who is a member of a military reserve force of the United States or of this state shall be granted a paid leave of absence during the period of such activity, not to exceed fifteen (15) days in any calendar year, as set forth in M.S. Section 192.26 and any subsequent amendments thereof.
 - B. Directed Special Activities. All travel time to and from and all working hours spent in conferences, seminars, workshops, and the like for which attendance has been directed by the Employer shall be considered hours worked.
 - C. Authorized Special Activities. Each day spent in special activities (such as conferences, seminars, workshops, and the like) that have been requested by the employee and authorized by the Employer or authorized but not directed by the Employer shall be considered a normal work day.
- 9.5 Unpaid Leaves of Absence.
- A. Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted an unpaid leave of absence, provided that such leave does not unduly interfere with the operation of the department.
 - B. Military Service. An employee who enters into full-time active service in the armed forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of military service conformance with law.
 - C. Education. After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for educational purposes. The period of the leave of absence shall not exceed one (1) year; but the Employer may, at its discretion, approve extensions thereof not to exceed one (1) additional year. A one (1) year leave of absence (with any requested extensions) for education purposes shall not be approved by the Employer more than once every three (3) years per employee.

- D. Disability Leave. Leaves of absence up to one (1) year shall be granted to any employee who, as a result of an extended illness or injury, has exhausted their accumulated sick leave. Upon request of the employee, such leave may be extended. The Employer's policy for unpaid disability leave shall be consistently and uniformly applied among Bargaining Unit employees in similar circumstances.
- E. Parental/Adoption Leave. An unpaid parental/adoption leave of absence may be granted to the natural or adoptive parent who requests such a leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue for up to six (6) months, provided that such leave may be extended for up to the maximum of one (1) year by mutual consent of the employer and the employee. The employer's policy for unpaid parental/adoption leave shall be consistently and uniformly applied among employees in similar situations and shall be in conformance with all federal and state laws.
Parental leave will be granted in accordance with Minnesota Statutes and applicable Federal laws.
- F. Personal Leave. Employees may be allowed a personal leave not to exceed thirty (30) calendar days. Requests for personal leave shall be approved or denied by the Employer, and the policy for personal leave shall be uniformly applied to all Bargaining Unit employees.

9.6 Reinstatement After Leave. An employee returning from an approved leave of absence, as covered by this Article, shall be entitled to return to employment in their former classification or a position of comparable duties and pay. Employees returning from extended leaves of absence (one [1] month or more) shall notify the Employer at least two (2) weeks prior to their return from leave. Employees on leave shall be subject to layoff, bumping, and recall in the same manner as if they were working.

9.7 Employees required by the Employer to take special leaves of absence to reduce the number of hours worked in a department shall retain benefits for the period of special leave.

ARTICLE 10. PROBATION PERIOD

10.1 All newly hired or rehired employees shall be probationary and shall serve a twelve- (12-) month probationary period.

10.2 Upon recommendation of the County Attorney, the Employer may discipline or discharge a probationary employee, such action shall not be subject to the grievance procedure.

ARTICLE 11. SENIORITY

- 11.1 Seniority shall be determined by date of hire and shall govern in layoff and recalling employees. Layoff shall be with the most junior employee laid off first and recalled last.

Assistant County Attorneys – Misdemeanor Prosecution shall be governed by a separate job seniority list. In the event the Services Agreement between Blue Earth County and City of Mankato is terminated then Assistant County Attorneys – Misdemeanor Prosecution shall be laid off first.

- 11.2 Upon request, the Employer will provide an annual seniority list showing name, hire date, and seniority ranking of each employee.

ARTICLE 12. WORK RULES

- 12.1 The Employer may establish, alter, or amend any work rule (not in conflict with this Agreement) without prior conference with the Union.
- 12.2 Copies of all written rules currently in effect or hereafter established by the Employer and any written changes herein shall, upon adoption, be furnished to the Union and posted on employee bulletin boards.

ARTICLE 13. INSURANCE

- 13.1 Each employee shall receive a twenty thousand dollar (\$20,000.00) life insurance policy at no cost to the employee. After ten (10) years of continuous service, an Employee will be eligible for a thirty-five thousand dollar (\$35,000.00) life insurance policy at no cost to the Employee.
- 13.2 An employee working thirty (30) hours or more per week shall be entitled to receive medical insurance. The Employer will contribute seventy (70) percent of the basic family health insurance cost while the Employee shall contribute thirty (30) percent. The Employer shall contribute ninety (90) percent of the basic single health insurance cost while Employees shall contribute ten (10) percent. This provision is applicable only for coverage obtained through the insurance plan provided by the Employer. Should another of the Employer-offered insurance plans be selected by the Employee, the Employer's contribution rate will be that as calculated for the base plan or otherwise established.
- 13.3 In the event the health care provision of this Agreement fails 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 any penalties, taxes, or fines for the Employer.

- 13.4 Effective January 1, 2019, a High Deductible Health Plan (HDHP)/Health Savings Account (HSA) option will be offered.

The Employer contribution schedule will be according to the following schedule:

Single Coverage = Employer Contribution

	January 1	April 1	July 1	October 1
2019	\$1,350.00			
2020	\$675.00		\$675.00	
2021	\$337.50	\$337.50	\$337.50	\$337.50

Family Coverage = Employer Contribution

	January 1	April 1	July 1	October 1
2019	\$2,700.00			
2020	\$1,350.00		\$1,350.00	
2021	675.00	\$675.00	\$675.00	\$675.00

ARTICLE 14. DISCIPLINE AND DISCHARGE

- 14.1 Upon recommendation of the County Attorney or such other individual designated by the County Attorney as having disciplinary authority, the Employer shall have the right to impose disciplinary actions on employees for just cause.
- 14.2 Disciplinary actions by the Employer may include any of the following actions based on severity of the cause:
- A. Verbal reprimand.
 - B. Written reprimand.
 - C. Suspension.
 - D. Discharge.
- 14.3 Employees who are suspended or discharged shall be notified of such action in writing; a copy of which shall be sent to the Union.
- Probationary employees may be dismissed at any time, without cause, at the discretion of the Employer.
- 14.4 An employee shall be allowed Union representation at any step of the discipline procedure or any investigation which could lead to disciplinary action.

ARTICLE 15. GRIEVANCE PROCEDURE

15.1 Definition: A grievance is a dispute over the interpretation, application, or compliance with the provisions of this Agreement. The grievance procedure shall be as follows:

Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) working days after such alleged violation has occurred, see that the grievance is discussed with the employee's immediate supervisor. The Employer's representative will discuss and give an answer to such Step 1 grievance within ten (10) working days after receipt, or within ten (10) working days after the grievance has been discussed with the Union, whichever first occurs. 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 provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the Employer's representative's final answer in Step 1. Any grievance not appealed, in writing, to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the County attorney or designee.

The written grievance shall contain:

1. The nature of the grievance and a summary of the facts upon which it is based;
2. The Agreement provisions relied on or claimed to be violated; and
3. The remedy or relief requested.

The County Attorney or designee shall give the Union the Employer's Step 2 answer, in writing, within ten (10) working days after receipt of such Step 2 grievance. If the grievance is settled, the settlement shall be reduced to writing and signed by the County Attorney or designee and the Union representative. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the County Attorney's or designee's final Step 2 answer. Any grievance not appealed, in writing, to Step 3 by the Union within ten (10) working days following final answer shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the County Administrator or designee. The County Administrator or designee shall give the Union the Employer's answer, in writing, within ten (10) working days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be submitted to arbitration within ten (10) working days following the County

Administrator or designee's final answer in Step 3. Any grievance not appealed, in writing, to arbitration by the Union within ten (10) working days following final answer shall be considered waived.

15.2 Mediation/Arbitration.

a. Mediation: If the Employer and the Union mutually agree, a grievance unresolved in Step 3 must be submitted to the Minnesota Bureau of Mediation Services for mediation within ten (10) working days after receipt of the Employer-designated representative's final answer in Step 3. If the grievance is submitted to mediation and resolved, the settlement shall be reduced to writing and signed by both the Employer and the Union. If the grievance is submitted to mediation and is not resolved, as noted in Step 3, it must be appealed to Arbitration within ten (10) working days of the date of the mediation meeting, or it will be considered waived.

b. Arbitration: The party seeking to arbitrate a grievance shall do so within the timelines noted in Section 15.1, Step 3 (for arbitration directly from Step 3), or Section 15.2(a) (for arbitration from mediation). The party requesting arbitration shall set forth in writing the issue to be arbitrated and the relief sought. The arbitrator shall be selected by the Union and the Employer from a list provided by the Bureau of Mediation Services.

15.3 The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall be responsible for its own expenses and compensating its own witnesses. The Employer may initiate grievances at Step 3. Discharge grievances may be initiated at Step 3. Time limitations of this Article apply to both parties and may be extended by mutual consent. Unless so extended, time limitations shall be strictly complied with.

15.4 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 at each step.

15.5 Choice of Remedy

It is specifically understood that any matters governed by statutory or regulatory provisions, except as expressly provided for in this Agreement, shall not be considered grievances under this Agreement. If the aggrieved employee(s) utilizes a procedure

other than the grievance procedure herein, then the employee is precluded from appealing under this procedure. If the employee utilizes this procedure, then the employee is precluded from appealing under another procedure. Employees may use both this grievance procedure and a statutory procedure to the extent that it is required by state or federal law.

- 15.6 Arbitrator's Authority. The arbitrator shall rule only on the issue submitted and shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Their decision shall be subject to law and regulations having the effect of law. Their decision shall be binding upon the parties only insofar as the Public Employment Labor Relations Act of 1971 and laws amendatory thereof require it to be binding.

ARTICLE 16. MEMBERSHIPS

- 16.1 The Blue Earth County Attorney's Office encourages its employees to become active members of local, state, and national bar associations as well as national and state law-related organizations or committees whose goals and objectives are consistent with those of the Attorney's Office. Employees who are officers or committee members of such organizations may seek approval of their supervisors to attend the meetings of those organizations when they occur during regular business hours, but such approval is subject to staffing considerations.

ARTICLE 17. RIGHT OF SUBCONTRACT

- 17.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement.

ARTICLE 18. NON-DISCRIMINATION

- 18.1 The Employer and the Union agree not to discriminate in accordance with the law.

ARTICLE 19. WAIVER OF BARGAINING

- 19.1 During the life of this Agreement, the Employer and the Union voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or any other matter, unless done by mutual consent of Employer and the individual Bargaining Unit involved.

ARTICLE 20. STATE OF EMERGENCY

- 20.1 Employees shall be subject to Section 24.6 of the Employee Handbook in effect at the time of ratification of this contract.

ARTICLE 21. SAVINGS CLAUSE

- 21.1 This Agreement is subject to the laws, ordinances and regulations of the United States, the State of Minnesota. In the event any provisions of this Agreement shall be held to be contrary to law by a court of final jurisdiction or administrative ruling or is in violation of legislation or administrative regulations, said provisions shall be void and of no effect. All other provisions of this Agreement shall continue in full force and effect. The Union and the Employer will meet as soon as practicable to bargain over alternative provisions to bring the language into compliance.

ARTICLE 22. WAGES

- 22.1 Wages. Wages for the term of this contract will be:

A two percent (2%) wage increase shall be applied to the wage schedule effective January 1, 2019, a two percent (2%) wage increase shall be applied to the wage schedule effective January 1, 2020, and a two and one-half percent (2.5%) wage increase shall be applied to the wage schedule effective January 1, 2021.

- 22.2 The Salary Schedule, which is attached hereto and incorporated by reference, is divided into two tiers (ACA1 and ACA2). Each tier has twelve (12) steps. Employees shall move one step every twelve (12) months on their anniversary date or promotion date as defined below.

In order to be eligible for promotion from Assistant County Attorney 1 (ACA1) to Assistant County Attorney 2 (ACA2), an Attorney must have a minimum of five (5) years as an Assistant County Attorney, or equivalent. Promotion to ACA2 will be at the approval of the County Attorney and such approval shall not be unreasonably withheld. Promotions and salary increase will occur on the employee's anniversary date.

Employees selected for promotion will receive a minimum salary increase to Step 2 of ACA2. In the event the promoted employee's salary prior to promotion is greater than Step 2 of ACA2, a minimum increase of one percent (1%) salary adjustment will be granted. Additionally, should the one percent (1%) salary adjustment place the employee between steps on ACA2, the promoted employee shall be placed on the next highest step of ACA2. If the employee selected for the promotion was scheduled to receive a step increase in their prior position within six (6) months of the promotion date and the step increase would have paid them at a higher rate than the adjusted promotion rate, the employee will move to the next step on ACA2. For the purpose of future step movement, the date of the promotion shall become the employee's new step date. Employees shall move one step every twelve (12) months from the date of promotion.

22.3 Assistant County Attorney -Misdemeanor Prosecution shall be paid at the Assistant County Attorney 1 classification.

ARTICLE 23. GENERAL PROVISIONS

23.1 Employer will close for business on Christmas Eve when Christmas Eve falls on Monday, Tuesday, Wednesday, or Thursday; and all full-time employees shall receive eight (8) hours of paid time off not to be deducted from their accrued vacation, compensatory time, or sick leave. Part-time employees shall receive a pro rata payment not to be deducted from any of the aforementioned paid leave time.

ARTICLE 24. DURATION

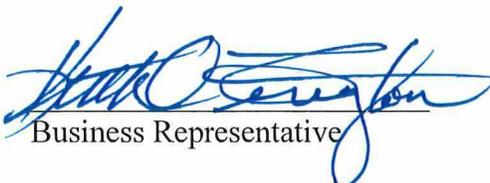
24.1 This Agreement shall be effective as of January 1, 2019, and shall remain in full force and effect until December 31, 2021.

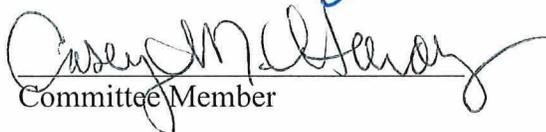
ARTICLE 25. JURY AND CIVIC DUTY

25.1 Any employee shall be granted a leave of absence with pay for service on a jury. Such employee shall receive the difference between their regular pay and the per diem they receive as a juror, exclusive of mileage and expenses. If excused from jury duty, the employee shall immediately return to work for the balance of the day, unless excused by the Employer. Employees shall be allowed paid time off to vote in the morning in accordance with Minnesota Statute 204C.04 which reads in part "for purposes of this section, 'elections' means a regularly scheduled state primary or general election, an election to fill a vacancy in the office of United States Senator or United States Representative an election to fill a vacancy in the office of State Senator or State Representative."

At Mankato, Minnesota, this 1st day of MAY 2019.

FOR THE UNION:
AFSCME COUNCIL 65


Business Representative


Committee Member

FOR THE EMPLOYER:
BLUE EARTH COUNTY
BOARD OF COMMISSIONERS


Board Chairman


County Administrator

BLUE EARTH COUNTY - SALARY SCHEDULE

Report #: PR210
Version: 11/4/13

Effective Date: 1/1/2019

Bargaining Unit: CA

	1	2	3	4	5	6	7	8	9	10	11	12
ACA2	41.64	42.88	44.18	45.49	46.86	48.26	49.71	51.18	52.74	54.30	56.56	58.26
ACA1	34.04	35.05	36.13	37.20	38.31	39.46	40.64	41.85	43.12	44.41	45.76	47.13

BLUE EARTH COUNTY - SALARY SCHEDULE

Report #: PR210
Version: 11/4/13

Effective Date: 1/1/2020

Bargaining Unit: CA

	1	2	3	4	5	6	7	8	9	10	11	12
ACA2	42.47	43.74	45.06	46.40	47.80	49.23	50.70	52.20	53.79	55.39	57.69	59.43
ACA1	34.72	35.75	36.85	37.94	39.08	40.25	41.45	42.69	43.98	45.30	46.68	48.07

BLUE EARTH COUNTY - SALARY SCHEDULE

Report #: PR210
Version: 11/4/13

Effective Date: 1/1/2021

Bargaining Unit: CA

	1	2	3	4	5	6	7	8	9	10	11	12
ACA2	43.53	44.83	46.19	47.56	49.00	50.46	51.97	53.51	55.13	56.77	59.13	60.92
ACA1	35.59	36.64	37.77	38.89	40.06	41.26	42.49	43.76	45.08	46.43	47.85	49.27

MEMORANDUM OF UNDERSTANDING

Between

The American Federation of State, County, and Municipal Employees Minnesota Council No. 65
Assistant Blue Earth County Attorney's Unit

-And-

County of Blue Earth

This Memorandum of Understanding is entered into between the County of Blue Earth (County) and The American Federation of State, County, and Municipal Employees (AFSCME) Minnesota Council No. 65 Assistant Blue Earth County Attorney's Unit (Union).

Whereas, The County and the Union are parties to a collective bargaining agreement and;

Whereas, the collective bargaining agreement for 2019, 2020, and 2021 includes changes to the salary schedule with the addition of one step on the top of the salary range and removal of one step on the bottom of the salary range, and;

Whereas, the County and the Union would like to adopt through memorandum of understanding the time specific language associated with the transition process, and;

Whereas, the parties agree to the following time specific and clarifying language as it relates to Article 22 of the Collective Bargaining Agreement between The American Federation of State, County, and Municipal Employees Minnesota Council No. 65 Assistant Blue Earth County Attorney's Unit and County of Blue Earth.

Now therefore, the salary structure for bargaining unit employees shall consist of a new (revised) twelve (12) step salary schedule with one step removed from the bottom and one step added to the top of the schedule.

Therefore, employees at Step One (1) of the previous salary structure will move to Step One (1) of the new salary structure effective January 1, 2019. Any future steps for said employee(s) will occur on the employee's anniversary date, and;

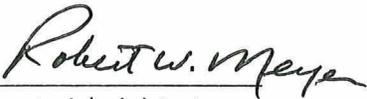
Therefore, employees on Step Two (2) through Step Eleven (11) of the previous salary schedule on December 31, 2018 will be placed on the Step of the 2019 salary schedule that reflects their previous salary plus a two (2) percent General Wage Adjustment, and;

Therefore, employees at Step Twelve (12) of the previous salary schedule on December 31, 2018 will move to Step Twelve (12) of the new salary schedule on January 1, 2019.

In Witness Whereof, the parties have caused this Memorandum of Understanding to be executed this 1st day of MAY, 2019.

Agreed to by the undersigned parties,

For the County of Blue Earth: For: American Federation of State, County, and Municipal Employees Union:


County Administrator
5-7-19


Business Agent


Local President

MEMORANDUM OF UNDERSTANDING (MOU)
Between Blue Earth County
and
American Federation of State, County, and Municipal Employees, AFL-CIO,
Minnesota Council No. 65
Assistant County Attorney's Unit

This MOU is being agreed to between Blue Earth County and American Federation of State, County, and Municipal Employees (AFSCME) to amend the collective bargaining agreement as follows:

Furlough Definition

A furlough is a temporary leave of absence or reduction in work hours such that an employee is relieved of work duties and wages.

Voluntary Furlough

An employee-elected leave without pay which is not mandated or required by the County, but that the employee voluntarily chooses to help ease the financial burden across the County.

Voluntary furlough must be at least one (1) hour but no more than three (3) weeks. The maximum amount of voluntary furlough taken is 120 hours for regular full-time employees; 60 hours for regular .5 part-time employees; and 90 hours for regular .75 part-time employees.

If an employee elects to take furlough, the employee shall not be permitted to make that time up by working additional hours or to substitute earned leave time for the voluntary furlough time.

Record Keeping

Employees need to record on their time sheet the furlough hours in a manner prescribed by payroll.

The employee will be responsible to ensure that s/he has enough earned time worked or taken in the pay period to cover applicable payroll deductions, i.e. employee's share of insurance premiums, flexible spending dollars, deferred compensation, union dues, and other deductions. For example: having enough paid hours in the pay period so that payroll has sufficient dollars from which to make your deductions.

Benefits

There will be no reduction in benefits, i.e. vacation, sick leave, County's premium participation for health insurance, holidays. Earned benefits will continue as is and per the terms of the collective bargaining agreement and be paid out per County practice.

Taking a furlough the day before or the day after a holiday will not negate the holiday pay.

Seniority

Taking a furlough will have no effect on an employee's seniority.

PERA Implication

If an employee, within 5 years of receiving a retirement benefit from PERA, chooses to pay by payroll deduction the employee share of the PERA contribution for the furlough days taken, the County will

make its contribution for those days as well. To elect this exception the employee shall make a written declaration that s/he intends to retire from County employment within 5 years of the declaration. Making this declaration will not require the employee to retire within the 5 year period.

Scheduling of Furlough Time

The Department Director, and/or the Department Director's delegated authority, and employee will determine who takes what furlough time off when and the characteristics unique to the decision. In determining the furlough schedule, the wishes of the employees shall be respected as to the time of taking furlough, insofar as the needs of the service will permit. It being understood that the rights of the senior employees will prevail in the selection of furlough when agreement cannot be reached among the employees. The minimum amount of furlough taken in a single day will be one (1) hour. The Department Director, and/or the Department Director's delegated authority, are responsible to pre-approve furlough time taken off.

Interaction With Other Leaves

Employees who are on unpaid leave of absence, i.e. 10 days unpaid leave granted by the County, 6 months unpaid sick leave of absence, and unpaid FMLA leave, for example, may choose to use the required furlough concurrently with the approved unpaid leave of absence (up to 120 hours furlough).

Furlough may not be taken currently with disciplinary leave.

Restriction on Overtime

The purpose of the furlough is to save money and that purpose would be defeated if employees made up furlough time off by working additional hours resulting in overtime. Payment of overtime will be restricted by the department's annual budgeted amount. Any expenditure in excess of the annual budgeted overtime line item will require advance approval by the County Administrator. Employees may receive comp time off as compensation for overtime as defined by their collective bargaining agreement.

Sign Off and Basis for Cancellation

The employee will be required to sign off and commit to the voluntary furlough as future financial decisions will be based on the employee's commitment. Release of the employee from the voluntary furlough commitment will be based on a life changing event such as those provided for in our health insurance coverage to switch from a single to a family plan or vice-versa during the plan year.

Mandatory Furlough

In the event that a mandatory furlough would be required during the timeframe of June 1, 2020 through December 31, 2020, the County agrees to meet and negotiate with the bargaining units.

BLUE EARTH COUNTY

UNION

By: _____
Chair, Blue Earth County Board

By: John Probst 6/1/2020
Its: Labor Rep, AFSCME Council 65

By: Robert W. Meyer
County Administrator 6/8/20

By: Casey McHarty 6/4/2020
Its: Assistant Co Attorney
Unit President