

AGREEMENT  
BETWEEN  
COUNTY OF BLUE EARTH  
AND  
THE AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO,  
MINNESOTA COUNCIL NO. 65  
HUMAN SERVICES  
January 1, 2018 through December 31, 2020

TABLE OF CONTENTS

DEFINITIONS .....4

PREAMBLE .....5

ARTICLE 1. MANAGEMENT RIGHTS .....5

ARTICLE 2. RECOGNITION .....5

ARTICLE 3. DUES CHECK OFF .....6

ARTICLE 4. HOURS OF WORK.....6

ARTICLE 5. OVERTIME .....7

ARTICLE 6. HOLIDAYS .....8

ARTICLE 7. VACATIONS .....9

ARTICLE 8. SICK LEAVE .....10

ARTICLE 9. FUNERAL LEAVE .....12

ARTICLE 10. JURY AND CIVIC DUTY .....12

ARTICLE 11. LEAVES OF ABSENCE .....13

ARTICLE 12. VACANCIES AND NEW POSITIONS .....15

ARTICLE 13. SENIORITY .....16

ARTICLE 14. LAYOFF AND RECALL.....17

ARTICLE 15. WORK RULES .....18

ARTICLE 16. PAY PERIODS .....19

ARTICLE 17. INSURANCE.....19

ARTICLE 18. DISCIPLINE AND DISCHARGE .....20

ARTICLE 19.	LABOR/MANAGEMENT COMMITTEE .....	21
ARTICLE 20.	GRIEVANCE PROCEDURE.....	21
ARTICLE 21.	GENERAL PROVISIONS .....	22
ARTICLE 22.	NON-DISCRIMINATION/SEXUAL HARASSMENT .....	23
ARTICLE 23.	WAIVER OF BARGAINING .....	23
ARTICLE 24.	UNION ACTIVITIES.....	23
ARTICLE 25.	SAVINGS CLAUSE.....	24
ARTICLE 26.	PAY PLAN .....	24
ARTICLE 27.	LIFE OF AGREEMENT .....	25
EXHIBIT A -- PAY PLAN		

## DEFINITIONS

**Bargaining Unit:** The group of Employees represented by the American Federation of State, County and Municipal Employees Minnesota Council 65 Human Services (Local 565).

**Department:** An organizational unit of Blue Earth County government.

**Division:** A program unit with the department as defined by the Employer (i.e. Mental Health, Community Health, Income Maintenance, etc...)

**Employee:** A member of the exclusively recognized Bargaining Unit.

**Employer:** The County of Blue Earth.

**Exempt Employee:** An Employee to whom the Fair Labor Standards Act (FLSA) is not applicable.

**Non-Exempt Employee:** An Employee to whom the provisions of the Fair Labor Standards Act (FLSA) are applicable.

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

**PELRA:** Public Employment Labor Relations Act of 1971 (M.S. Chap. 179A).

**Seniority:** Length of service as established by Article XIII.

**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.

## PREAMBLE

This Agreement made and entered into by and between Blue Earth County, hereinafter referred to as the Employer, and the American Federation of State, County, and Municipal Employees, Minnesota Council No. 65, AFL-CIO and its affiliated Local No. 565 (Human Services Unit), 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. Provided, however, these joint negotiations shall not be construed to in any way impair the integrity of each individual certified unit as a separate and distinct bargaining unit under PELRA for all purposes.

### ARTICLE 1. MANAGEMENT RIGHTS

- 1.1 It is recognized that, except as expressly stated herein, Employer shall retain whatever rights and authority are necessary for it and available to it pursuant to law and to operate and direct the affairs of the County in all of its various aspects, including, but not limited to: the right to direct the working forces; to plan, direct, and control all the operations and services of all Employees; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign overtime; to assign and transfer Employees; to schedule working hours; and to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve Employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate methods, equipment, or facilities.

### ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for all employees of the Blue Earth County Human Services Department whose employment exceeds the lesser of thirty-five percent (35%) of the normal work week or fourteen (14) hours per week and sixty-seven (67) days per year, excluding supervisory and confidential 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. DUES CHECK OFF

- 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 Any present or future employee who chooses not to become a Union member may be required to contribute a fair-share fee for services rendered by the Union. Upon notification by the Union, the Employer shall deduct said fee from the Employee's earnings and transmit the same to the Union. This provision shall remain operative only as long as fair share is specifically required by state law and will be voided and subject to renegotiation if the state law is changed. The Union shall not be entitled to collect fair-share amounts which may have accrued prior to notification.
- 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 arising from the implementation of any provision of this Article.
- 3.6 The Employer agrees to deduct from the wages of any Union member a deduction for the Public Employees Organized for Political and Legislative Equality when authorized in writing by the Employee. This authorization must be executed by the Employee and may be revoked by the Employee at any time by providing written notice to both the Employer and the Union. The Employer agrees to remit deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee making this deduction and the amount deducted during the period covered by the remittance.

### ARTICLE 4. HOURS OF WORK

- 4.1 This article is intended only to define the normal hours worked and normal scheduling. The normal work day and work week shall be the number of hours per day and days per week as may be established by the Employer. The current work week is 40 hours. The normal work day will vary dependent upon the needs of the organization. There shall be no split shifts. Typical County business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 4.2 Established work schedules will remain in effect until changed. Changes in work schedules will be communicated to affected Employees with two (2) weeks' written advance notice.

- 4.3 Breaks. All Employees shall receive one hour unpaid lunch break per day and one paid fifteen-minute rest period during each one-half shift of three hours or more.
- 4.4 Employees shall respond to calls for work outside of normal hours when requested by the Employer.
- 4.5 Flex-Time Scheduling. The Employer and an Employee may agree that the Employee may depart from working hours to accommodate special needs of the Employee or their duties. Flex-time scheduling shall not be allowed if it would be detrimental to the accomplishment of the Employer's business. Flex-time scheduling may be used to provide evening program coverage, and such work in excess of eight (8) hours per day shall not qualify for overtime rates unless in excess of forty (40) hours per week. Hours may be flexed over a pay week without premium pay being earned. All hours worked on a Saturday or Sunday which are the result of flex scheduling shall not be subject to the overtime provisions contained in Article V. Changes in hours by the written agreement of Employer and Employee shall not invoke the rights described in Article XIV.

#### ARTICLE 5. OVERTIME

- 5.1 All work performed by non-exempt Employees in excess of the scheduled hours per day or per week shall be considered overtime and shall be compensated for at one and one-half (1 1/2) times the Employee's regular rate of pay. All overtime must be authorized in advance by the Employer. The choice of receiving overtime pay as a cash payment or compensatory time at a rate of one and one-half (1 1/2) times the hours worked must be mutually agreed to by the Employee and Employer prior to the overtime being earned. Requests for compensatory time off shall be handled in the same manner as requests for vacation.
- 5.2 All work performed by non-exempt Employees required by the Employer on any Saturday shall be compensated at one and one-half (1 1/2) times the Employee's regular hourly rate of pay.
- 5.3 All work performed by non-exempt Employees on any Sunday shall be compensated for at two (2) times the Employee's regular hourly rate of pay.
- 5.4 All hours of work for non-exempt Employees on any holiday shall be paid at three (3) times the Employee's regular hourly rate of pay who are scheduled to work on a holiday as a part of their normal work week.
- 5.5 A non-exempt Employee called back to work, other than their normal hours, shall receive whichever is greater, either 1) a minimum of two (2) hours pay at the regular rate, or 2) the applicable overtime rate outlined in this Article times the actual time worked.
- 5.6 All holidays and paid leaves shall be considered hours worked for the purpose of computing overtime.

- 5.7 When there is no work for an Employee who reports for work in accordance with their regular schedule without having been previously notified not to report, they shall receive a minimum of four (4) hours pay in lieu thereof, except in case of emergency. Such emergency shall be determined by the Employer.
- 5.8 Employees serving "on call" shall be paid a per diem of fifty dollars (\$50.00) effective with the first full payroll period after the signing of this contract. Compensatory time earned for work by the person scheduled for on call or work referred to another person by the person on call on weekends and holidays shall be earned at the rate of one and one-half (1 1/2) times the actual time worked.
- 5.9 The base pay rate or the premium compensation rate shall not be paid more than once for the same hours worked under any provision of this Agreement, nor shall there be any pyramiding of premium compensation. Employees will be eligible for the highest rate applicable for the hours worked (for example: holiday, Saturday, Sunday).
- 5.10 Exempt Employees shall receive compensatory time off at the rate of one (1) hour off for each hour worked in excess of forty (40) hours in a week. An effort shall be made to flex the compensatory time off so that it is taken during the same pay period that it is earned. Compensatory time that is not flexed may be banked to a maximum of eighty (80) hours. Banked time may be scheduled off in the same manner as vacation. Compensatory time in excess of eighty (80) hours shall be lost to the Employee. There shall be no cash payment for compensatory time.
- 5.11 Employees not scheduled for "on-call" (as provided in 5.8) who receive a request for assistance directly from clients, care providers, probation officers, or law enforcement officials on weekends or shall earn compensatory time at the rate of one and one-half (1 1/2) times the actual time worked.
- 5.12 Non-exempt Employees in the Clubhouse Program shall earn overtime for hours worked in excess of forty (40) hours in a week. Such Employees shall not receive premium pay for work on Saturdays and Sundays.
- 5.13 Exempt Employee for purposes of this Article shall be defined as a person in the Human Services Bargaining Unit who is exempt from the provisions of the Fair Labor Standards Act.

ARTICLE 6. HOLIDAYS

6.1 The following days shall be recognized as paid holidays:

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



- 6.2 Holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on a Sunday shall be observed on the following Monday.
- 6.3 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 7. VACATIONS

7.1 All Employees shall earn vacation in accordance with the following schedule:

<u>Years</u>	<u>Biweekly Accumulation Rate</u>
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

- 7.2 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.
- 7.3 The rate of pay shall be the Employee's regular rate of pay. An Employee shall not waive vacation for the purpose of collecting double pay.
- 7.4 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.
- 7.5 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.
- 7.6 When a paid holiday falls during an Employee's vacation period, that Employee shall receive holiday pay in lieu of vacation pay.
- 7.7 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.

- 7.8 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 IX and the charge against vacation time reduced accordingly.
- 7.9 The Employer may request Employees to work during their vacation period in the event of emergency. All such work during vacation shall be paid at the overtime rate.
- 7.10 Part-time Employees who are in the Bargaining Unit shall receive vacation benefits on a prorated basis.
- 7.11 Vacation credit shall be earned but shall not be used during the initial probationary period, nor shall such credit be paid if the probationary period is not completed.
- 7.12 The Employer agrees to facilitate a Health Care Savings Plan (HCSP) for collectively-bargained public Employees covered by this agreement in accordance with the terms and conditions of the plan's participation agreement. Parties hereto designate the Minnesota State Retirement System (MSRS) to act as Plan Administrator for the Plan or its successors appointed in accordance with the Plan and Trust documents.

An Employee who ends their employment with the County of Blue Earth with two hundred (200) or more accumulated hours of vacation shall have the total number of vacation hours converted into the Health Care Savings Plan (HCSP).

The management of contributed funds into the Health Care Savings Plan is the responsibility of the State Board of Investment and/or the investment option provider selected by the Employee. The County's only obligation is to deposit accrued benefits as set forth above. The County has no other responsibilities or obligations, and no other claims can or shall be made against the County pursuant to this section.

- 7.13 Employees with thirteen (13) years of continuous service with unused vacation time exceeding the cap as set out in Article 7.2 shall have up to forty (40) hours converted to a Health Care Savings Plan (HCSP) contribution in January of the following year. The rate of pay for the contribution will be the rate at December 31 of the year the vacation time was earned.

ARTICLE 8. SICK LEAVE

- 8.1 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.
- 8.2 The maximum accumulation of sick leave in the regular sick leave bank shall be nine hundred sixty (960) hours.

- 8.3 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.
- 8.4 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.
- 8.5 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>)
- C. Sick leave may be used by an Employee for their own or child's illness, injury, medical condition, or to attend medical or dental appointments. Sick leave may also be granted to an Employee to care for a sick family member due to an illness or injury for such reasonable periods as the Employee's attendance with the family member is necessary. The amount of sick leave an Employee may use for this expanded group is no less than 160 hours of accrued sick time in a calendar year. This limit does not apply to absences due to the sickness or injury of a child. Family member in this expanded category is defined as spouse, siblings, adult children, parents, grandparents, and stepparents. Child includes stepchild, biological, adopted, and foster child.
- D. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and the recovery therefrom are, for all job-related purposes, temporary disabilities and may be treated as any other illness in connection with employment.
- E. Sick leave may be used to provide care to an Employee's minor children including minor dependent children not living in the Employee's household.
- 8.6 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 net weekly pay. In such instances, the payment of any reduced amount per day shall constitute the portion of sick leave utilized.

- 8.7 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.
- 8.8 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.
- 8.9 Time taken for non-emergency transporting or accompanying of Employee's family members to practitioners' offices for appointments shall not be utilized as sick leave by the Employee unless such absence is previously approved sick leave by the Employer.
- 8.10 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.
- 8.11 Employees shall have the option of donating up to a total of thirty (30) hours per calendar year from their catastrophic sick leave bank to Blue Earth County employees who have exhausted their sick leave and vacation leave and where approved posting exists.

#### ARTICLE 9. FUNERAL LEAVE

- 9.1 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, stepparent, 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. 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 may take vacation time, or leave without pay at the Employee's option.

#### ARTICLE 10. JURY AND CIVIC DUTY

- 10.1 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, or an election to fill a vacancy in the office of State Senator or State Representative.”

## ARTICLE 11. LEAVES OF ABSENCE

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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 thereto.
  - 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) for which attendance has 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.
- 11.5 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 in 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. School Activities. A parent may take an unpaid leave of absence up to sixteen (16) hours per school year to attend school conferences or classroom activities for their child. Employees may use vacation or compensatory time for this purpose.
- G. 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.

- 11.6 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.
- 11.7 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 12. VACANCIES AND NEW POSITIONS

- 12.1 Posting. Any vacancy or newly-created position within a Bargaining Unit will be posted in a conspicuous place in each building and electronically in such a way that all Employees within the Bargaining Unit are aware of the posting. The position notice shall include rate of pay, hours of work, minimum qualifications, and typical duties performed. Such notice shall be posted for at least five (5) work days prior to filling such vacancy or newly created position. A copy of the notice shall be furnished to the Union president. The notice shall state the closing date for accepting the applications for the position. Applicants shall apply for the position by submitting an application to the Employer.
- 12.2 Filling of Vacancies or Newly-Created Positions. Vacancies and newly-created positions shall be filled from among the Employees within the Bargaining Unit if at least three (3) qualified Bargaining Unit Employees apply. Employer will include all current Employees meeting the posted position minimum qualifications on the list to be interviewed. The Employer shall have the right to select the best qualified applicant within the Bargaining Unit for the position. Among Bargaining Unit applicants of substantially equal job-relevant qualifications, seniority shall govern. The Employer shall not be obliged to consider a request for promotion from an Employee who has not submitted their application prior to the closing date for acceptance of applications. If less than three (3) qualified Employees within the Bargaining Unit apply, the Employer may fill the position regardless of seniority or previous employment. If the Union disagrees with the Employer's selection as to which Employee is selected for a vacancy or newly-created position, the Union may bring a grievance at Step 3 of the Grievance Procedure as outlined herein.
- 12.3 Promotional Evaluation Period. A current Employee who fills a vacancy or new position shall be granted up to a one hundred twenty (120) day trial period to determine:
- A. Ability to perform the job duties.
  - B. Employee's desire to remain in the position.

During the trial period, the Employee shall have the right to revert back to their former position. If the Employer deems the Employee unsatisfactory in the new position, the Employer shall return the Employee to their previous position during the trial period. During the trial period, the Employee shall receive the appropriate rate of pay specified for the position in which they are seeking to qualify. At approximately the midpoint in the trial period, the Employer shall conduct at least one (1) review of the Employee's performance and discuss and furnish the Employee with a written evaluation thereof.

- 12.4 Employer may designate an individual for temporary assignment to a higher paying classification. An individual working in a higher classification in excess of one-half (1/2) of the scheduled hours in one (1) pay period shall be paid at the rate of the higher classification for all hours worked in that pay period. Employer agrees that this section shall not be used to avoid the provisions of Sections 12.1, 12.2, or 12.3 of this Article.
- 12.5 The Employer will generally attempt to hire new employees at Step 1 of the salary schedule unless experience or qualifications indicate a different placement on the schedule. The Employer may pay an employee at any Step within the salary range that the Employer determines to be appropriate.
- 12.6 Employees promoted by temporary assignment shall be compensated with a forty cents (\$.40) per hour increase for each level the assignment is elevated (i.e., Clerk I A12-1 promoted to a Clerical Specialist I B21-1 would receive eighty cents [\$.80] which would include movement through the A13 band and grade. Once the eighty cents [\$.80] per hour is added, the individual would be placed on Step in the Clerical Specialist I classification at the next higher Step.) Compensation provided individuals for a temporary promotion shall not be less than the minimum rate for the position nor exceed the maximum rate for the position.

### ARTICLE 13. SENIORITY

- 13.1 Definition. Bargaining Unit seniority shall be defined as the total number of normal hours worked for Blue Earth County in the Bargaining Unit, including earned holiday, vacation hours, and paid sick leave taken. Classification seniority shall be such hours worked in a job classification in the Bargaining Unit.
- 13.2 New employees shall be probationary employees for their first (1st) six (6) months of employment, provided the Employer may extend the probationary period an additional six (6) months at the Employer's discretion. When an Employee successfully completes the probationary period, the Employee shall receive a probationary increase retroactive to the date when the Employee completed six (6) months of employment and their name shall be entered upon the appropriate seniority lists and their seniority date shall be their date of hire. Upon the successful completion of a probationary period, an Employee shall receive a one (1) Step increase to Step 2 of the salary schedule.



- 13.3 Seniority Lists. The Employer shall maintain the seniority lists and shall keep them current. A copy of the seniority lists shall be made available to the Union steward upon their request.
- 13.4 Loss of Seniority. An Employee shall lose their seniority standing when they are discharged for cause or when they resign or otherwise terminates their employment with Blue Earth County in the Bargaining Unit.
- 13.5 Involuntary Transfer. In the event of the involuntary transfer by the Employer of an Employee from one County Bargaining Unit to another, that Employee shall establish seniority in the new unit based on their present seniority date in the old unit and shall retain promotional seniority in the old unit for eighteen (18) months or to the time they exercise promotional seniority rights, whichever event occurs first.

#### ARTICLE 14. LAYOFF AND RECALL

- 14.1 Reduction in Hours. Prior to reduction in hours of any full-time Employee below forty (40) hours or the then “normal hours,” all temporary and seasonal employees within the affected bargaining unit shall be laid off. Then, the Employer shall seek volunteers for any such reduction. Employer may reduce hours for up to six (6) calendar months in the Human Services Bargaining Unit after which such Employees shall have bumping rights under Article 14.2. If Employee does not elect to exercise their bumping rights, the reduction may continue. In a reduction of hours, Employer will meet with the Union and the affected Employees to discuss:
1. Reasons for reduction.
  2. Exploration of alternatives to reduction.
  3. Projected duration of reduction.

Employees affected by an involuntary reduction in hours shall maintain current benefit status for insurance and seniority for the period of the reduction.

- 14.2 Layoff. Layoff is a reduction in the number of full-time Employees employed (except for reduction in hours per Article IV) due to any reason which does not reflect discredit on the service of an Employee. Employer shall give fourteen (14) calendar days' written notice of layoff. Layoff shall be accomplished as follows:

First, temporary employees within the Bargaining Unit shall be laid off. Second, probationary employees within the affected department, division, and working title shall be laid off. Third, the person with the least Bargaining Unit seniority within the department and division and working title shall be laid off.

A laid off Employee shall be allowed to bump into any position within the department which they have held within the last five years. The Employer may allow lateral bumping or bumping to a lower band/grade for Employees who would not otherwise

qualify if they meet the minimum qualifications. If bumping is denied, the decision is subject to the grievance procedure.

- 14.3 Employees who are bumped will be given fourteen (14) calendar days written notice of layoff by the Employer and shall have bumping rights. Election to exercise bumping rights shall be made by written notice to the Employer within seven (7) calendar days of Employee's receipt of layoff notice. An Employee who fails to exercise bumping rights in a timely manner forfeits those rights for that layoff.
- 14.4 Recall. The senior Employee shall be recalled first provided that the Employee has either been laid off from that position or would have qualified to bump into that position upon layoff. An Employee who is on layoff shall retain bidding rights to newly created or vacant positions. Notice of recall shall be made by certified mail to the affected Employee with a return receipt requested. If an Employee fails to report for work as directed within fourteen (14) calendar days after notice is received or receipt returned without delivery, the Employee shall be deemed to have resigned.
- 14.5 The Employer shall send the notice of recall to the Employee's last known address. Laid-off Employees shall remain on the bargaining unit seniority list with recall and bidding rights for vacancies or newly created positions for a period of twelve (12) months. It is the Employee's obligation to maintain a current address and telephone number with the Employer during layoff.
- 14.6 Vacation and Compensatory Time. A laid-off Employee may elect to draw upon accrued vacation time or compensatory time during the layoff. A laid-off Employee shall be paid for all unused vacation or compensatory time upon the expiration of twelve (12) months from the date of layoff. An Employee who has bumped into a lower band/grade and remains employed shall be entitled to take previously accrued vacation time at the rate of pay it was earned, provided it is taken within one hundred and eighty (180) calendar days from the date they commenced duties in the lower band/grade. If an Employee is denied vacation during the one hundred and eighty (180) calendar day period, this provision shall be extended by the number of days denied. Thereafter, all vacation taken shall be paid at the pay rate of the lower band/grade.
- 14.7 "Seniority" as used in this Article shall mean Bargaining Unit seniority.

#### ARTICLE 15. WORK RULES

- 15.1 The Employer may establish, alter, or amend any work rule (not in conflict with this Agreement) without prior conference with the Union.
- 15.2 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. The Union may express its view thereon at any Labor-Management Committee meetings.

## ARTICLE 16. PAY PERIODS

- 16.1 The regular payroll shall be twenty-six (26) paychecks per year.
- 16.2 Employees shall be paid no later than every other Friday.

## ARTICLE 17. INSURANCE

- 17.1 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 thirty-five thousand dollar (\$35,000.00) life insurance policy at no cost to the Employee.

- 17.2 An Employee working thirty (30) hours or more per week shall be entitled to receive medical, major medical, and hospitalization insurance.

Effective January 1, 2018, the Employer shall contribute seventy-five (75) percent of the basic family health insurance cost while the Employee shall contribute twenty-five (25) percent. Individual coverage will be solely at the Employer's expense. This provision is applicable only for coverage obtained through the insurance plan provided by the Employer. Should another of the Employer-offered insurance plans other than the base plan be selected by the Employee, the Employer's contribution rate will be that as calculated for the base plan.

Effective January 1, 2019, the Employer shall contribute seventy (70) percent of the basic family health insurance cost while Employees 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. Should another of the Employer-offered insurance plans other than the base plan be selected by the Employee, the Employer's contribution rate will be that as calculated for the base plan. A High Deductible Health Plan (HDHP) combined with a Health Savings Account will be offered as a voluntary plan option. The Employer contribution rate to the HDHP will be derived as a percentage of the \$300.00 Deductible CCM plan.

- 17.3 Effective January 1, 2019, High Deductible Health Plan (HDHP)/Health Savings Account (HSA) deductibles will be two thousand seven hundred dollars (\$2,700.00) for single coverage and five thousand four hundred dollars (\$5,400.00) for family coverage. For Employees selecting single coverage under the HDHP/HSA plan, on January 1, 2019, the Employer shall contribute one thousand three hundred fifty dollars (\$1,350.00) to the single HDHP/HSA deductible. For Employees selecting family coverage under the HDHP/HSA plan, on January 1, 2019, the Employer shall contribute two thousand seven hundred dollars (\$2,700.00) toward the family HDHP/HSA deductible. Effective January 1, 2020, the Employer shall contribute six hundred seventy-five dollars (\$675.00) toward the single HDHP/HSA deductible; and on July 1, 2020, the Employer shall contribute six hundred seventy-five dollars (\$675.00) toward the single

HDHP/HSA deductible. Effective January 1, 2020, the Employer shall contribute one thousand three hundred fifty dollars (\$1,350.00) toward the family HDHP/HSA deductible; and on July 1, 2020, the Employer shall contribute one thousand three hundred fifty dollars (\$1,350.00) toward the family HDHP/HSA deductible.

- 17.4 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.

#### ARTICLE 18. DISCIPLINE AND DISCHARGE

- 18.1 The Employer shall have the right to impose disciplinary actions on Employees for just cause.
- 18.2 Disciplinary actions by the Employer may include any of the following actions based on severity of the cause:
- A. Oral reprimand;
  - B. Written reprimand;
  - C. Suspension; or
  - D. Discharge.
- 18.3 Employees who are subject to discipline or discharge may grieve such actions provided that if no appeal is made of such disciplinary action within ten (10) working days of its occurrence, this right is waived, except that an Employee's discharge during the initial probationary period shall not be grievable.
- 18.4 Employees who are suspended or discharged shall be notified of such action in writing; a copy of which shall be sent to the Union.
- 18.5 Probationary employees may be dismissed at any time, without cause, at the discretion of the Employer.
- 18.6 An Employee shall be given a copy of any written entry to their personnel file which is the result of any disciplinary action and shall be allowed to respond thereto. In addition, any Employee shall be allowed to review their personnel file and all documents therein.
- 18.7 An Employee shall be allowed Union representation at any step of the discipline procedure or any investigation which could lead to disciplinary action.

## ARTICLE 19. LABOR/MANAGEMENT COMMITTEE

- 19.1 The County and the Union will enter into a Labor Management Committee (LMC) to be facilitated by the Bureau of Mediation Services. The joint LMC will work on a variety of issues brought by both parties to the table which may, from time to time, be pertinent to this group. The LMC is not a forum to circumvent the labor agreement or a forum to address specific grievances.
- 19.2 The LMC will develop and coordinate a pilot training program for Employees covered by this agreement. The LMC will make known to Employees the procedures to be used when requesting pilot training program funding. Requests for funding must be approved in advance by the LMC. The LMC will receive twenty-five thousand dollars (\$25,000.00) each year of this agreement for the pilot training program. Any unspent amounts will carry forward to the next year.

## ARTICLE 20. GRIEVANCE PROCEDURE

- 20.1 Grievance Procedure: 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 Department Head, or other Employer's representative.

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 Department Head or other Employer's representative 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 Department Head and the Union representative. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the Department Head or other Employer's representative'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.

20.2 Arbitration. Submission of an unresolved grievance to arbitration must be within five (5) working days after final determination under Step 3. The party requesting arbitration shall do so in writing setting forth 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.

20.3 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.

20.4 The fees and expenses of the arbitrator shall be paid by the losing party. 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.

## ARTICLE 21. GENERAL PROVISIONS

21.1 Mileage. When required to use their own private vehicle for Employer's business, an Employee shall be reimbursed at the per-mile rate established by the Internal Revenue Service. Such mileage shall be paid upon submitting the proper claim therefore and approval thereof by the Employer.

- 21.2 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.
- 21.3 Employer may select Employees to be released from duties at 3:00 p.m. on New Year's Eve.
- 21.4 If an Employee is sent home from work or is unable to get to work due to adverse weather conditions, they may take vacation, compensatory time, or make up lost time in a manner approved by Employer at their regular rate of pay.

#### ARTICLE 22. NON-DISCRIMINATION/SEXUAL HARASSMENT

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

#### ARTICLE 23. WAIVER OF BARGAINING

- 23.1 During the life of this Agreement, Employer and Union voluntarily and unqualified 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 24. UNION ACTIVITIES

- 24.1 Each Bargaining Unit's negotiation committee (up to three [3] Employees) may meet with the Employer in negotiations without loss of pay. The accredited representatives of said Bargaining Unit may have access to the premises of the Employer at reasonable times and subject to reasonable rules of the Employer for the purposes of investigation and problem-solving.
- 24.2 The Employer agrees that during working hours and without loss of pay, Union representatives shall be allowed to:
- A. Post Union meeting notices on designated bulletin boards; and
  - B. Reasonably transmit communications authorized by the local Union or its officers or other Union representatives concerning the enforcement of any provisions of this Agreement.

ARTICLE 25. SAVINGS CLAUSE

25.1 This Agreement is subject to the laws, ordinances, and regulations of the United States, the State of Minnesota, and the Employer. In the event any provision 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 legislative or administrative regulations, said provision 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 26. PAY PLAN

26.1 Employees shall be paid in accordance with the pay plan attached hereto and labeled Exhibit A.

26.2 The pay plan attached hereto shall reflect the adoption of a plan based upon the comparable worth study. Effective January 1, 2018, Employees shall receive a two (2.0) percent wage increase. Effective January 1, 2019, Employees shall receive a two (2.0) percent wage increase. Effective January 1, 2020, Employees shall receive a two (2.0) percent wage increase.

Employees hired after December 31, 1990, are not eligible for longevity payments. Employees receiving longevity payments as of December 31, 1990, shall continue receiving payment at the monthly rate applicable on that date. No Employee will progress to a higher monthly payment amount.

26.3 In addition to the pay shown on the appropriate pay plan, the Employees shall receive longevity pay as follows:

Sixth (6th) year through tenth (10th) year:  
Twelve dollars and fifty cents (\$12.50)/month

Eleventh (11th) year through fifteenth (15th) year:  
Twenty-five dollars (\$25.00)/month

Sixteenth (16th) year through twentieth (20th) year:  
Thirty-seven dollars and fifty cents (\$37.50)/month

Twenty-first (21st) year and thereafter:  
Fifty dollars (\$50.00)/month.

Longevity payments shall be made in full through December 31, 1990, in accordance with the above schedule. Thereafter, Employees shall continue receiving payment at the appropriate monthly rate applicable on that date. No new Employees will become eligible for longevity payment, nor will Employees progress to a higher monthly payment amount after December 31, 1990.



- 26.4 Salary Schedule. Except as otherwise required by the Pay Equity Act, the salary schedule shall consist of a minimum rate and eleven (11) additional steps at three (3) percent increments. An Employee shall receive a one (1) Step increase upon successful completion of the initial six (6) month probationary period. Further step movement will occur at twelve (12) month intervals. Employees at Step Ten (10) on December 31, 2017, shall move to Step Twelve (12) on January 1, 2018, if their step date is prior to July 1. Employees at Step Ten (10) on December 31, 2017, shall move to Step Twelve (12) on July 1, 2018, if their step date is after June 30.
- 26.5 In the event an individual is promoted during the initial six (6) month probationary period, their compensation will be no less than Step Two (2) of the salary range for the new classification effective on the date of promotion. The individual will not, however, be eligible for an additional Step increase upon satisfactory completion of their probationary period as stated in 26.4. Movement to the next higher Step in the salary schedule will occur twelve (12) months following completion of the initial probationary period.
- 26.6 Promotion
- Promotions will be administered according to the Salary Adjustment Procedure. (<http://bechome/Admin/images/SalaryAdjustmentProcedure2014.pdf>)
- 26.7 Reclassification
- Reclassifications will be administered according to the Salary Adjustment Procedure. (<http://bechome/Admin/images/SalaryAdjustmentProcedure2014.pdf>)
- 26.8 In the event the Employer enters into a contract with any other Bargaining Unit (excluding contracts mandated by others such as those with essential employees) or with the non-Union and Supervisory group whereby cost-of-living increases for 2018, 2019, or 2020 exceed the amount agreed upon in Section 26.2, then this Contract shall be reopened for further negotiations if the cost-of-living increases for the Courthouse Bargaining Unit in 2018, 2019, or 2020 are less than the cost-of-living increases in such other contracts.
- 26.9 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 to a Health Care Savings Plan account.

## ARTICLE 27. LIFE OF AGREEMENT

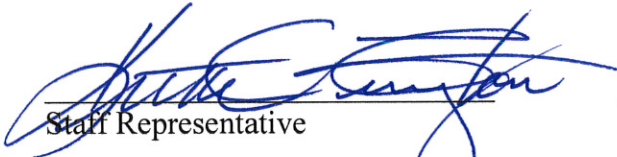
- 27.1 This Agreement shall be in full force and effect unless otherwise stated in the text from January 1, 2018, to December 31, 2020. It shall automatically renew itself from year to year thereafter unless either party shall notify the other in writing by negotiation notice or otherwise at least sixty (60) days prior to the anniversary date that it desires to modify

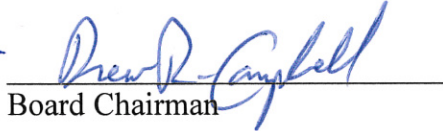
this Agreement or negotiate a new Agreement. The Agreement shall be formally in effect upon passage of a resolution of adoption by the Blue Earth County Board in accordance with law.

At Mankato, Minnesota, this 14<sup>th</sup> day of FEBRUARY 2018.

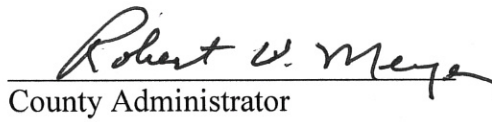
FOR THE UNION:

FOR THE EMPLOYER:  
BLUE EARTH COUNTY  
BOARD OF COMMISSIONERS

  
Staff Representative

  
Board Chairman

  
Committee Member

  
County Administrator

  
Committee Member

  
Committee Member

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