

AGREEMENT

Between

BROWN COUNTY

and

**AFSCME MINNESOTA COUNCIL NO. 65
LOCAL UNION NO. 1204
AFL-CIO**

BROWN COUNTY PUBLIC EMPLOYEES COURTHOUSE UNIT

Term:

JANUARY 1, 2020 through DECEMBER 31, 2022

TABLE OF CONTENTS

		<u>Page</u>
	PREAMBLE	3
ARTICLE 1	RECOGNITION	3
ARTICLE 2	DEFINITIONS	3
ARTICLE 3	MANAGEMENT RIGHTS	4
ARTICLE 4	UNION SECURITY	5
ARTICLE 5	JOB OPENINGS	6
ARTICLE 6	MEDICAL EXAMINATIONS	6
ARTICLE 7	SENIORITY	7
ARTICLE 8	TRAINING PHASE	7
ARTICLE 9	PERFORMANCE EVALUATION	8
ARTICLE 10	WORK HOURS	8
ARTICLE 11	HOLIDAYS	9
ARTICLE 12	OVERTIME	9
ARTICLE 13	MULTIPLE JOB SITUATIONS/TRADING	10
ARTICLE 14	COMPENSATION	11
ARTICLE 15	BENEFITS	12
ARTICLE 16	VACATIONS	14
ARTICLE 17	SICK LEAVE	15
ARTICLE 18	PART-TIME EMPLOYEE BENEFITS	16
ARTICLE 19	MISCELLANEOUS LEAVES	16
ARTICLE 20	LAYOFF	17
ARTICLE 21	VOLUNTARY TERMINATION OF EMPLOYMENT	17
ARTICLE 22	DISCIPLINE AND DISCHARGE	17
ARTICLE 23	EXPENSES	18
ARTICLE 24	GENERAL PROVISIONS	19
ARTICLE 25	GRIEVANCE PROCEDURE	19
ARTICLE 26	SCOPE OF AGREEMENT	21
ARTICLE 27	SAVINGS	22
ARTICLE 28	DURATION	22

PREAMBLE

Section 1.

This Agreement, entered into by and between Brown County, hereinafter referred to as the “Employer”, and Local Union No. 1204A, affiliated with Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other terms and conditions of employment.

ARTICLE 1
RECOGNITION

Section 1.

Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, the Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for:

All employees of Brown County including Water Plan Coordinator who are public employees within the meaning of Minn. Stat. Sec. 179A.03, subd. 14, excluding all employees of the Highway Department, Family Services, Public Health Nursing, County Attorney’s Office, Park Maintenance, Assistant Zoning Administrator, and supervisory, confidential and essential employees.

Section 2.

In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation for determination. A new or modified job class created during the term of the Agreement shall be classified in accordance with the Brown County personnel classification procedures.

ARTICLE 2
DEFINITIONS

Section 1.

Full-time Employee. Any employee occupying a position which normally requires 2080 hours of work annually.

Section 2.

Regular Part-time Employee. An employee who:

1. A) Occupies a position with a job description that has been evaluated for the County Compensation Plan;
 B) Earns more than \$5,100.00 annually or works more than 120 days in a calendar year, (PERA); or
 C) Is designated as a regular part-time position by the department head with approval by the County Board; or
2. Is employed more than 17-1/2 hours per week on a regular basis.

Section 3.

Intermittent/Temporary Part-time Employee. All employees who work less than full-time and who are not designated as regular part-time. Intermittent/Temporary part-time employment is not counted toward seniority, anniversary date, or years of service. No benefits are earned by Intermittent/Temporary part-time employees.

Section 4.

Date of Employment. The start date of service to Brown County.

Section 5.

Anniversary Date. The start date of employment in the position or present grade and is based on an estimate of 2080 hours of regular paid time.

Section 6.

Years of Service. Accumulation of paid regular time with Brown County is based on 2080 hours of compensated, non-overtime, service per year.

Section 7.

Employer. Brown County Board of Commissioners and its designated representative(s).

Section 8.

Employee. Individuals identified as covered by this Agreement in the Recognition Article I.

Section 9.

Union. Local 1204A, Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1.

Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of Brown 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 the County; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees within any department; to schedule working hours and assign overtime; to hire, promote, suspend, discipline, or discharge employees; to lay off or relieve employees due to lack of work or other reasons as provided herein; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the utilization of technology and to take whatever actions may be necessary to carry out the missions of the County in emergencies.

Section 2.

Nothing in this Agreement shall limit or prohibit the right of the Employer to subcontract work performed by employees covered by this Agreement. However, the Employer will meet and confer with the Union in any subcontracting situation which will result in the layoff of existing bargaining unit personnel.

Section 3.

The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, regulations, directives and orders issued by the Employer, providing that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

ARTICLE 4 UNION SECURITY

Section 1.

Upon receipt of a signed authorization from an employee, the regular monthly dues (prorated according to salary) of the Union shall be deducted from such employee's pay. The Financial Officer of the Union shall notify the Employer by certified mail of the amount of uniform dues to be deducted. Deductions shall be made on the first payday of each month and shall be remitted promptly to the Financial Officer of the Union.

Section 2.

When requested to do so by the Union, the Employer shall deduct from the wages of those employees not members of the Union a fair share fee that shall not exceed eighty-five (85) percent of the regular monthly dues and shall forward such monies to the designated officer of the Union.

Section 3.

The Union agrees to give the Employer reasonable notice of any change in the amount of uniform dues deducted and the Union further agrees to refund to the Employer any amount paid to the Union in error on account of the dues deduction provision.

Section 4.

The Union shall indemnify the Employer and any agency of the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer or Department of the Employer for the purpose of complying with the provisions of this Article.

Section 5.

The Union may designate two members to act as stewards for the unit. The Union shall inform the Employer of such choice and any changes in writing.

Section 6.

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area which can be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards and material shall be limited to official notices and bulletins pertaining to the local. Materials of a controversial or political nature shall not be posted.

Section 7.

The Employer agrees to compensate employee members of the Union's negotiating team for the time spent negotiating the subsequent collective bargaining agreement provided that the total compensation paid to all employee members of the Union negotiating team pursuant to this Section does not exceed twenty-seven (27) hours. This compensation shall be paid at the applicable base rate.

ARTICLE 5
JOB OPENINGS

Section 1.

A job opening is defined as a vacancy in a regular position within the bargaining unit. It is solely within the authority of the Employer to determine if a vacancy is to be filled. No vacancy exists if the prior occupant of the position is on any form of paid or unpaid leave of absence from which the employee has a right to return to his or her prior position.

Section 2.

In the event of a job opening as described in Section 1, the department head will post a position vacancy form on the bulletin board in the County Courthouse and in other designated areas for a minimum of five (5) working days, and may advertise externally simultaneously but no prior to internally.

Section 3.

When practical and in the best interest of the County, vacant positions shall be filled through promotion. Employees in all departments who possess the necessary qualifications shall be eligible for promotional consideration. Selection will be based upon qualifications for the position, should qualifications be equal, seniority shall govern. Intermittent/Temporary employees who apply for a bargaining unit position will not receive preference for the position.

Section 4.

In the event the Employer does not fill the position through promotion, the position will be filled through the procedure provided in the personnel policy.

Section 5.

An employee who transfers from one department to another will carry with them to the new department any accumulated sick leave and vacation benefits as well as their years of service as a County employee for the purposes of earning vacation and sick leave. The employee may use earned sick leave and other benefits during the training phase in the new department. Previously earned vacation may be used at the discretion of the new department head, and not to exceed ten (10) days during the training phase period.

ARTICLE 6
MEDICAL EXAMINATIONS

Section 1.

New employees will be required to have a physical examination by a qualified County-appointed, licensed physician before placement. If the examination results indicate the employee is not able to fulfill the job requirements, the applicant will not be employed. Brown County will pay the expense of the initial examination, provided the proper County forms are used.

Section 2.

The department head may require a medical or psychological evaluation for an employee, with the professional certifying the employee's ability to continue working. The evaluation will be at the County's expense.

Section 3.

The County will not require physical examinations for Intermittent/Temporary employees.

ARTICLE 7

SENIORITY

Section A. Definitions

- A. Departmental seniority shall mean an employee's length of service with the employing department since the employee's last date of hire to a regular position in the Department. "Length of Service" shall mean the number of compensated hours, exclusive of overtime, served by the employee. An employee's continuous service record shall be broken only by separation from service by reasons of resignation, termination as a result of medical or mental incapacity, discharge for cause, retirement, death or failure to return when recalled from a layoff. When two or more employees have the same seniority accrual, their position on the seniority list shall be determined by the Employer based on experience and/or performance.
- B. Classification seniority shall be defined as the length of continuous service as a full-time or regular part-time employee in a Brown County position classification. Employees who are promoted or transferred to a new position shall continue to accrue seniority in their previous position for the purpose of layoff and recall.
- C. Employer seniority shall be defined as the length of continuous service as a full-time or regular part-time employee of Brown County since the most recent of the initial hire or rehire.

Section 2.

The Employer shall establish and maintain three (3) seniority lists, one by Employer seniority, one by departmental seniority, and one by classification seniority. These lists shall be updated annually and posted on the Union bulletin board. If an employee has an objection, the employee shall notify the personnel department within two (2) weeks of the posting and (if in error) the list shall be corrected.

ARTICLE 8 TRAINING PHASE

Section 1.

Initial appointments to full-time and regular part-time positions are subject to a six month training phase for the purpose of demonstrating the employee's ability to perform the requirements of the position.

Section 2.

At the end of five months, the department head will complete a written evaluation of the employee's performance on the job. A copy of the report indicating satisfactory performance, or cause for termination, signed by the department head and the employee is to be given to the employee and the Personnel Director.

Section 3.

During the training period for new employees, the Employer shall have the unqualified right to discharge an employee, and the employee shall not be eligible to use the grievance procedure to contest the discharge.

Section 4.

Employees who are promoted will be subject to a three month (520 compensated hours) training phase for the purpose of demonstrating the employee's ability to perform the requirements of the new position. During this promotional training phase, the Employer may, at any time, return the promoted employee to their former position. Promoted employees may voluntarily choose to return to their prior position without loss of seniority or pay for a one month period (173 compensated hours) following the promotion. It is understood that an individual who is hired to replace an individual who has been promoted and is serving the promotional training phase does not acquire permanent status.

Section 5.

An employee promoted to a position out of the bargaining unit shall retain bargaining unit seniority status until successful completion of the training phase required for the promoted position.

ARTICLE 9
PERFORMANCE EVALUATION

Section 1.

At least annually and prior to completion of the initial and subsequent 2080 compensated hour increments of service in the position, the employee and supervisor will meet to formally discuss job performance. The appraisal will be discussed, recorded in writing, signed by both employee and supervisor, and retained in the employee's personnel file as a record of job performance. An employee having received a satisfactory evaluation and who is eligible for step movement via years of service within their respective classification shall move to the next step in the salary schedule. Guidelines for performance appraisal are contained in Addendum C of the Brown County personnel policy.

ARTICLE 10
WORK HOURS

Section 1.

This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime premium and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week by the Employer.

Section 2.

The standard work week will consist of a forty (40) hour work week, Monday through Friday, inclusive. Office hours will be from 8:00 a.m. through 4:30 p.m. Respective department heads will schedule hours of work at other times when necessary to promote more effective performance of work tasks. However, the Employer shall give the employee a minimum of ten (10) working days' notice in any change in scheduled hours of work, with the exception of emergency situations or upon mutual agreement of the department head and the affected employee.

Section 3.

All employees shall receive two fifteen (15) minute rest periods in each eight hour shift, at fifteen (15) minutes every four (4) hours, at times designated by their supervisor. All employees shall be entitled to an unpaid ½ hour for lunch at times designated by their supervisor.

Section 4.

Employees shall be paid at two week intervals.

ARTICLE 11

HOLIDAYS

Section 1.

There will be eleven paid holidays as follows:

New Year's Day	Martin Luther King's Birthday (3rd Monday in January)
President's Day (3rd Monday in February)	Good Friday (close at noon)
Memorial Day	Independence Day
Labor Day	Veterans Day
Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (close at noon)	Christmas Day

Section 2.

Whenever New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Saturday, the preceding Friday shall be observed as a holiday. Whenever these same holidays fall on a Sunday, the succeeding Monday shall be observed as the holiday. When Christmas Eve falls on a Friday, Saturday or Sunday, the 1/2 day holiday will be allowed during the month of December of the current year with adequate notice to the department head.

Section 3.

When a paid holiday falls during an employee's vacation period, that employee shall receive an additional day of paid vacation.

ARTICLE 12
OVERTIME

Section 1.

Work performed in excess of 40 hours during any standard work week will be considered overtime for employees considered "non-exempt" by federal Fair Labor Standards Act provisions and, for such employees, shall be computed at a rate of one and one-half times the employee's base pay rate. For purposes of computing overtime eligibility, the standard pay period shall commence at 12:01 a.m. Friday and shall end at 11:59 p.m. Thursday. All holidays and paid leave time shall be considered time worked for the purpose of computing overtime. No employee will be compensated for overtime or receive compensatory time (comp time) for time worked without the approval of the department head.

Section 2.

Employees shall have the option of taking overtime hours as compensatory time off or taking it as paid time. Compensatory time and compensatory time off are defined as hours when an employee is not working and which are paid for at the employee's regular rate of pay. Compensatory time may be accrued to a maximum of two hundred forty (240) hours. A "nonexempt" employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours of work. An employee shall be permitted to use accrued compensatory time within a reasonable period, as determined by the department head, if to do so would not unduly disrupt the operations of the Employer or

department. Attendance at meetings not directly contributing to the efforts of Brown County will not be considered time eligible for compensation.

Section 3.

“Nonexempt” employees shall be eligible for payment for accrued compensatory time upon termination of employment calculated at the average regular rate of pay for the final three (3) years of employment, or the final regular rate received by the employee, whichever is higher.

Section 4.

The base pay rate or any premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement.

Section 5.

Facilities Operator I, Facilities Operator II and Facilities Operator III positions will be paid a minimum of three (3) hours at the regular hourly rate when called back to work outside of the regular scheduled shift.

Section 6.

An employee shall not be required to take time off during the standard work week to avoid the payment of overtime.

Section 7.

On Call. Effective January 1, 2020, Facilities Operators assigned to be on-call will be paid \$60.00 for being on call on an actual holiday as set forth in Article XII and \$55.00 per day (\$110.00 for both days) per weekend. Weekend on-call begins following the regular shift on Friday and extends until the beginning of the regular shift on the following Monday.

ARTICLE 13
MULTIPLE JOB SITUATIONS/TRADING

Section 1.

Employees may, at their own option, undertake employment for the County on an occasional or sporadic basis in a part-time job in a different capacity than their regular employment provided they do not work more than forty hours on the combined job assignments during any work week without the approval of both department heads involved.

Section 2.

Individuals who volunteer their services to Brown County and receive no compensation are excluded from the definition of employee and are thus excluded from coverage under the Fair Labor Standards Act. They may be paid expenses. However, an employee of Brown County may not volunteer services to his or her own department which are of the same type of service as the employee is employed to perform.

Section 3.

Employees of Brown County may, at their own option but with the prior approval of their department head, substitute during scheduled hours for other employees in the bargaining unit who are employed in the same capacity. In the case of substitution, the hours involved are credited to the scheduled employee and not to the substitute employee. The non-scheduled employee shall not be eligible for pay or overtime for the substituted hours worked.

ARTICLE 14

COMPENSATION

Section 1.

Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked Appendix A-1.

Section 2.

When a position description is reclassified up, to a higher grade, incumbent employees will move to the same step on the new grade in that position. Incumbent will retain present anniversary date (month and day will remain the same, but the year shall change). Implementation of Grade and Step shall be the date the County Board approves the points as assigned except for those positions in the Rotational Review which will have an effective date of January 2nd of the following year.

Effective January 1, 2020, a 2% general increase to the 2019 26-step salary plan with a 13-step plan implementation effective January 3, 2020.

Effective January 2, 2020, all employees currently on the accelerated plan will move to the step that is at the level of credited years of service in that position per the 26-step salary plan sheet. There shall be no acceleration of steps thereafter.

13 Step Placement: Using the current actual pay, each employee will be assigned to a new step closest to their current pay rate but not lower. Employees whose pay rates fall between steps will be assigned to the higher step rate.

If an employee is at or above the 13th Step, they will receive an approved COLA only.

Section 3.

When a position description is rewritten and the PAC repoints the job to a lower grade, the new points will be recognized and the position placed on a lower grade, with the incumbent maintaining present salary until the steps on the lower grade catch up. In the event the employee's salary falls within the demoted grade, the employee shall move one step annually on their anniversary date, upon satisfactory Employee Performance Evaluation. Incumbent will retain present anniversary date (month and day will remain the same but the year shall change). Implementation of Grade and Step shall be the date the County Board approves the points as assigned except for those positions in the Rotational Review which will have an effective date of January 2nd of the following year.

Section 4

When an employee elects to apply for a job in a lower job classification, a voluntary decision, the employee would transfer or move to the minimum of the new salary range. An employee will be granted credit up to 50% for previous work experience up to Step 5 as applicable to the new classification. Exceptions should be made only when the employee brings to the job working experience and qualifications above the basic requirements needed to perform the work satisfactorily. This is a decision for the County Board, based on recommendations of the Personnel Committee, to make, in the individual case. The employee will acquire a new anniversary date.

Section 5.

When an employee elects to apply for a job in a higher job classification, a voluntary decision, the employee would transfer or move to the minimum of the new salary range or the next highest rate in the salary scale for the new classification, whichever is greater. Exceptions would be made only when the employee brings to the job working experience and qualifications above the basic requirements needed to perform the work satisfactorily. Occasionally, for market considerations, it may become necessary to pay above the minimum as a starting salary. This is a decision for the County Board, based on recommendations of the Personnel Committee, to make in the individual case. The employee will acquire a new anniversary date.

Section 6.

Employees making a voluntary job change within the same grade would keep their current salary but receive a new anniversary date.

Section 7.

Effective January 1, 2021, 2.0% general increase. Effective January 1, 2022, 2.0% general increase. Employees eligible for step increases will be granted such increases upon meeting the requirements of the collective bargaining agreement for 2020, 2021, and 2022.

Part-time employees will receive payment based on a pro rata calculation using 2080 hours.

ARTICLE 15
BENEFITS

Section 1.

Benefits shall consist of the following:

- A. Each full time employee shall be offered medical health insurance. Effective January 1, 2020, the County shall contribute \$677.69 monthly toward the single coverage premium cost for the high deductible with HSA plan (currently MIC \$2,800 HSA). Effective January 1, 2020, the County shall contribute \$1,506.73 monthly toward the family premium cost for the high deductible with HSA plan (currently MIC \$2,800 HSA). In addition, employees participating in the high deductible single basic plan will receive \$1,700 annually in two equal installments in the HSA; and employees participating in the high deductible family basic plan will receive at \$2,200 annually in two equal installments in the HSA. Employees with partial year high deductible health insurance benefit will receive a prorated HSA contribution based on the number of months eligible and enrolled in a county high deductible health plan with HSA, as defined above. Thereafter, the Employer shall pay 60% and Employee shall pay 40% of the increase cost in the health insurance premium for single and family coverage for the high deductible basic plan. In the event of married couples, each of whom are employed by Brown County, Brown County will not provide duplicate insurance coverage but will only provide one employee with family coverage. Brown County will, however, provide each with single coverage as requested. Effective January 1, 2011, an employee who is a veteran who participates in the current high deductible basic plan or other high deductible plan as defined by the IRS, but who is not eligible to qualify for a HSA, shall receive \$1,700 annually for single basic plan; and \$2,200 annually for family basic plan as part of the County's contribution to the premium cost in lieu of said monies being deposited in a HSA. (The term "veteran" shall mean a citizen of the United States or a resident alien who has been separated under honorable conditions from any branch of the armed forces of the United States as that term is specifically defined by MN Statute 197.447.)

Thereafter, for 2021 and 2022 the Employer shall pay 60% and employee shall pay 40% of the increase cost in the health insurance premium for single and family coverage for the high deductible basic plan.

The County agrees to maintain a 125 flex plan which will include the employee contribution to be paid with pretax dollars. The covered employees agree to allow payroll deduction for the employee share of such premiums.

- B. Brown County shall pay the premiums for a Group Life, Accidental Death and Dismemberment and Loss of Sight and Weekly Indemnity Insurance program, in accordance with the attached addendum for full-time employees.
- C. The County IRC Section 125 Flexible Benefit Plan shall be available, on a voluntary basis, to all full and regular part-time employees.
- D. Insurance benefits discussed in Subsections A and B will begin the first month following the employee's starting date.
- E. All employees will be covered at County expense for liability, malpractice, and Worker's Compensation insurance according to Minnesota Law.
- F. Employee options for medical insurance coverage after termination, lay-off, conversion privileges for insured former spouses and children, shall be administered pursuant to Minn. Stat. Chapter 62A generally and Sections 62A.17; 62A.21, specifically.
- G. According to Public Law 99-772, Title X, (COBRA) employees and their families are entitled to temporary extension of health insurance.
- H. Temporary extension of life insurance is provided in accordance with Minn. Stat. Section 61A.092, at group rates when qualifying circumstances occur.
- I. The Employer agrees to establish an insurance committee on which the Union shall have pro rata representation comparing its membership number to the total number of Brown County employees (but in no case less than one (1) representative). It is agreed that this committee shall function as a meet and confer input group which shall provide a forum for an exchange of information about insurance benefit programs currently available and potentially available. Potential insurance changes that may be desired by either the employees or the Employer and such other matters as may be mutually agreed are appropriate for such meetings. The Employer shall be responsible for scheduling such meetings in accordance with an appropriate time table relating to insurance contract terms and dates. Attendance at insurance committee meetings held at a time which would normally be duty time for a Union appointed employee will constitute paid time.
- J. Retired employees who are receiving a disability benefit or an annuity from the MN Public Pension Plan will be allowed to remain covered by the County's medical insurance at employee's expense until reaching the age of 65.

Section 2.

Regular part-time employees working 30+ hours per week year round, shall be eligible to participate in the County's group health insurance with the County paying 75% of the cost for single coverage premium which may be applied to family coverage.

Section 3.

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

ARTICLE 16
VACATIONS

Section 1. Vacations.

Employees shall earn vacation time according to the following schedule of years of completed employment:

<u>Years Completed</u>	<u>Hours Per Year</u>
Less than 5 years	101.66 hours
5 years but less than 10 years	130 hours
10 years but less than 15 years	157.30 hours
15 years but less than 20 years	185.38 hours
20 years or more	201.50 hours

FT and PT employees accrue vacation time prorated on a per pay period basis.

Section 2.

Employees satisfactorily completing the six month training phase will be eligible for vacation earned. Employees with greater seniority within their department shall have first choice of scheduling vacation.

Section 3.

Employees may accumulate vacation hours at any given time up to a maximum of 200 hours. Vacation earned in excess of the maximum shall be forfeited. Those employees terminating employment after six months of satisfactory service will receive payment for accrued vacation at the current scale.

Section 4.

All employees entitled to use vacation time shall indicate their desire to take vacation time off to the department head or authorized assistant. Use of vacation shall be subject to reasonable notice requirements and approval of the department head.

Section 5.

Should an employee contract any illness or disability during their vacation that requires the attention of a physician, the period of sickness or disability shall be charged as sick leave and the charge against vacation leave shall be reduced accordingly. The illness or disability must be verified by a signed certificate from a physician.

ARTICLE 17 SICK LEAVE

Section 1.

Regular and training full-time employees will accrue sick leave at a rate of 96 hours for each 2080 hours of service, credited at least monthly. Accrued sick leave may be used for illness, injury, medical or dental appointments, immediate family illness, in accordance with Minnesota Statute 181.9413 or because of exposure to contagious disease where the health of other employees might be endangered by reporting to work. Leaves of absence covered by the Family and Medical Leave Act will be handled in accordance with the County FMLA policy. Employees must notify the department head when the work shift begins if unable to report for work. Sick leave will be accumulated up to an unlimited total. Department heads may ask for a doctor's certificate verifying illness, when an employee has been on sick leave for three consecutive days or in any instance where the department head believes the employee may be abusing or misusing sick leave. When all of an employee's sick leave and weekly indemnity insurance benefits are exhausted, and an employee is unable to return to work, the matter shall be referred to the County Board.

Section 2.

Upon retirement, death or disability or voluntary termination after ten (10) years of employment, employees shall be paid 10% of the unused sick leave based on the current rate of pay; after fifteen (15) years of employment, an employee shall be paid 25% of the unused sick leave based on the current rate of pay. Retirement is defined as retirement offered under Public Employee Retirement statutes. Disability is defined as that degree of disability that prevents an employee from performance of their duties in their current position.

Section 3.

Any abuse of sick leave privileges will be strictly disciplined. The department head and/or Personnel Director reserve the right to take corrective or disciplinary action up to and including discharge.

Section 4.

Department heads must request a leave of absence for employees whose leave benefits are depleted to retain PERA service time. Service time is defined as hours of employment that are accumulated under regular full-time or regular part-time employment qualifying for retirement benefits under Minnesota Law. Requests for leaves of absence shall be directed to the County Board. Leaves of absence will not be counted for years of service for Brown County payroll and salary administration purposes.

Section 5.

An employee who incurs a work related illness or injury during their performance of duty for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the employee's monthly net pay and Worker's Compensation insurance payments while employed by the County. Such payment by the Employer will not be charged to the employee's vacation, sick leave, or other accumulated paid benefits. The Employer may require the employee to submit a physical examination by a doctor or doctors selected by the Employer to determine whether the employee is capable of returning to full-time duty or if the employee should be retired or given a less strenuous assignment in the department. If it is determined that the employee is no longer physically fit for full-time active duty on the employee's former or new assignment in the department and retirement is indicated in the best interest of the employee and the department, the

employee shall be retired. It is understood that Employer's obligation to pay the difference between the employee's net pay and Worker's Compensation payments shall cease upon termination of employment. Nothing in this Section shall be construed to limit the rights and obligations of the Employer and the employee under the Americans with Disabilities Act.

ARTICLE 18
PART-TIME EMPLOYEE BENEFITS

Section 1.

Part-time employees filling positions designated as regular part-time by County Board action shall be eligible for prorated sick leave, vacation, and holiday benefits based on the percentage of full time worked. No leave benefits shall accrue to any seasonal employee during the season of the year not worked. Part-time employees currently receiving prorated sick leave, vacation and holiday benefits will continue such coverage until a change of employment status. Employer contributions to insurance premiums are available only to full-time employees.

ARTICLE 19
MISCELLANEOUS LEAVES

Section 1. Funeral Leave

Up to 24 hours paid time per occasion may be granted for a death in the family. Family is defined as mother, father, sister, brother, spouse, child (including son/daughter-in-law and step-child), mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparent, and individuals standing in loco parentis. This non-accumulative leave must be approved by the department head. All other funeral leave will be granted at the discretion of the department head and such time shall be deducted from leave benefits.

Section 2. Jury Duty/Election Judge Duty

Any employee shall be granted a leave of absence with pay for service on a jury or as an election judge. The employee shall return fees for such jury/election judge service to Brown County. If excused, the employee shall immediately return to work for the balance of the day. The employee will be allowed to retain mileage and other expense reimbursements.

Section 3. Educational Leave

After two years of employment, a request for educational leave without pay shall be considered on a case by case basis by the department head and subject to the approval by the County Board.

Section 4. Leave of Absence

A leave of absence without compensation may be granted upon good cause shown to the department head with approval of the County Commissioners. An employee who is on an unpaid leave of absence shall pay for the Employer's share of life and health insurance costs on the same prorated basis as compensation lost. Seniority shall be frozen as of the start of the leave, but shall not accrue during an unpaid leave. No benefits shall accrue during an unpaid leave.

Department heads must request a leave of absence for employees whose leave benefits are depleted to retain PERA service time. Service time is defined as hours of employment that are accumulated under full-time or regular part-time employment qualifying for retirement benefits under Minnesota Law. Requests for a leave of absence should be directed to the County Board. Unpaid leave of absence time will not be counted for years of service for Brown County payroll or for salary administration plan movement.

Section 5. Parental Leave

A leave without pay will be granted to all employees having or adopting a child and as further may be defined in Minnesota Statute 181.9413. A leave of up to twelve weeks shall be granted. Exceptions providing for leave of up to one year may be granted in special circumstances on approval of department head and Board. No employee may return to the job until six weeks after childbirth, unless a physician's statement certifying that she is able to work is submitted.

At the beginning of the third trimester, or when the date of placement is known in the case of adoption, the employee shall notify the department head of the tentative date of leave of absence with or without pay, tentative date of return to work (dependent on employee's condition and physician's statement)

Section 6. Military Leave

Military leave will be granted to any employee who enters a military service of the United States during a time of war, national emergency, or for short periodic training periods. Such leave shall be without compensation and shall be for the duration of the war, national emergency or training period. The employee shall file the request for military leave with the department and, following completion of military service, the employee should be entitled to reinstatement according to Federal Law. Any employee who is a member of the military reserve force of the United States shall be granted a paid leave of absence not to exceed fifteen (15) days per year for such activity (in accordance with Minnesota Statute 192.26)

Section 7. Leave for Volunteerism

Brown County employees who are volunteer members of a service providing public safety such as fire department, auxiliary police, civil defense units and ambulance service will be granted leave of absence with compensation for such emergency calls.

ARTICLE 20
LAYOFF

Section 1.

The Employer shall give twenty-one (21) days written notice of layoff. First, intermittent/temporary employees within the affected department shall be laid off. Second, training employees within the affected department and classification shall be laid off. Third, the least senior employee within the affected department and classification shall be laid off.

Section 2.

An employee who receives notice of layoff may exercise his/her accumulated classification seniority to bump an employee with less seniority in a lower paid classification in the department, provided the employee seeking to bump is immediately qualified to perform the duties of the position into which the employee seeks to bump. A grievance alleging that an employee was unreasonably denied bumping rights may be brought at Step 3 of the Grievance Procedure.

Section 3.

When it becomes necessary to recall employees from layoff, employees shall be recalled to a position in a classification in the department in the reverse order of layoff.

Section 4.

Notice of recall shall be by certified mail to the last mailing address which the employee has furnished to the Employer. Employees must respond and report within ten (10) work days of receipt, at the last mailing address, of any offer of recall. An offer to recall returned by the Post Office shall constitute a refusal of the recall offer. Failure to respond on time to a recall offer shall constitute refusal of the offer.

Section 5.

Upon recall, if an employee refuses to accept a comparable appointment offered to him/her, the Employer may remove the employee's name from the re-employment list and the employee shall be deemed separated from employment. "Comparable" shall mean any position which, if refused, would disqualify the employee from unemployment benefits.

Section 6.

Recall rights shall cease one (1) year after an employee is laid off and thereupon such employee shall be deemed separated from employment and shall have no further recall rights.

ARTICLE 21
VOLUNTARY TERMINATION OF EMPLOYMENT

Section 1. Resignation and Retirement

Regular and training employees shall give the department head a two week written notice of resignation. Such notice shall indicate the last actual date of employment, the number of accrued vacation days the employee plans to use, or the number of accrued vacation days the employee wishes to receive payment for at the current scale of pay. Terminating employees must consult with the department head or payroll department concerning the PERA refund and continuation or termination of group life and medical insurance policies.

ARTICLE 22
DISCIPLINE AND DISCHARGE

Section 1.

The Employer will discipline only for just cause. Discipline will be in one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension
- d. Demotion, or
- e. Discharge

Section 2.

Notices of suspension, demotion and discharge will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotion will state the classification to which the employee is demoted and the rate of pay applicable as a result of the demotion. The Union shall be provided with a copy of each such notice.

Section 3.

Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.

Section 4.

Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning. The role of the Union representative in such investigations shall be the same as that of an attorney representing a client before a grand jury. This Section shall not apply to any investigation of criminal conduct by or involving the employee.

Section 5.

Discharges will be preceded by five (5) calendar days suspension without pay.

Section 6.

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 7.

Grievances relating to a discharge may be initiated by the Union in Step 3 of the grievance procedure.

ARTICLE 23
EXPENSES

Section 1. Mileage

Miles driven for County purposes in the employee's private automobile will be reimbursed at the Federal deductibility rate effective upon receipt of notice.

Section 2. Lodging and Meals

The cost of meals and lodging for employees only shall be reimbursed by the County when the employee is on official business. The maximum daily meal allowance will coincide with and be equal to the maximum daily meal allowance specified by the Brown County Personnel Policy. Meals not commensurate with overnight lodging shall be considered taxable income.

Section 3. Parking

Parking expenses will be reimbursed when the employee is on official County business.

Section 4. Conferences and Institutes

The cost of authorized conferences and institutes will be reimbursed upon completion, or an advance for conference expense may be obtained by department head approval.

Section 5. Continuing Education Seminars

Seminars as required by the department head or by law shall be reimbursed by the County, for expenses, mileage and compensation time if needed.

ARTICLE 24
GENERAL PROVISIONS

Section 1. Safety

Employees must adhere strictly to all safety requirements and perform their jobs in the safest manner possible. Each employee will be responsible for his or her personal safety and for

the safe completion of assigned tasks. Whenever an employee is injured on the job, the employee shall report the injury to the supervisor immediately in order to be eligible for Worker's Compensation benefits. Employees shall report to their department head any instance of injury to the person or property of a member of the public arising from an incident involving County property or County personnel while on duty.

Section 2.

Employees will adhere to Article XVIII of the County personnel policies regarding safety, smoking, public relations, dress, sexual harassment, aids, or HIV infected persons and dependent children.

Section 3.

Any subject matter submitted by the Employer to an employee's personnel file which would be detrimental to the employee's future promotion, transfer, present or future employment, shall be served upon the employee in writing. All employees shall have the right to inspect their personnel files in the presence of the Employer.

Section 4.

The Employer shall allow a maximum of three (3) members to be paid for attending a negotiating meeting during working hours.

Section 5.

A labor/management committee shall be established. The minimum on the committee shall consist of one county board member, the county administrator and the personnel director. The Union shall select three members to participate on the committee. The committee shall meet on or about January 1st and July 1st of each calendar year. Additional meetings may be called by written request of either party. Said committee is not designed to handle grievances or contract interpretation.

ARTICLE 25
GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the Agreement.

Section 2.

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit, having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 3.

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited to the job duties and responsibilities of the employee and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time with pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 4.

Grievances shall be resolved in conformance with the following procedure:

- STEP 1. The Union steward, with or without the employee, shall take up the grievance within ten (10) days of its occurrence or the employee's knowledge of its occurrence with the employee's supervisor. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days.
- STEP 2. In the event the grievance is not resolved to the satisfaction of the Union in Step 1, it shall be presented in writing within seven (7) days to the department head who may conduct a new hearing and who shall submit a written decision to the Union and the employee within ten (10) days thereafter.
- STEP 3. In the event no settlement is reached, the grievance shall be presented in writing within seven (7) days to the County Administrator. The County Administrator will respond in writing to the Union within ten (10) days.
- STEP 4. A grievance not resolved in Step 3 of the grievance process may be submitted to the Bureau of Mediation Services by mutual agreement. It is recognized by the parties that the intervention of the EMS does not preclude either party from proceeding to arbitration. The use of the EMS is for a possible mediated resolution only.
- STEP 5. If a grievance remains unresolved, the Union may, within seven (7) calendar days after the response of the County Administrator, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator within seven (7) calendar days, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator. A hearing on the grievance shall be held promptly by the arbitrator and a decision shall be rendered by him within thirty (30) days of the date of hearing. All expenses of the cost of the arbitrator shall be duly shared and assessed equally by the parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

Section 5.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to him/her by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer and the Union and the employees, to the extent established by the PELRA of 1971, as amended.

Section 6.

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 upon 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 upon mutual written agreement of the Employer and the Union.

Section 7.

Any matters governed by statutory provisions except as expressly provided for in this Agreement shall not be considered grievances under this Agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. The aggrieved employee(s) shall indicate, in writing, which procedure is to be utilized, and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure.

Section 8. Election of Remedies

If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article XXVI, or a procedure such as: Veterans Preference, Human Rights or Civil Service. If appealed to any procedure other than Step 5, the grievance is not subject to the arbitration procedure as provided in Step 5. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 5 or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC V Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir) cert. denied, 506 U.S. 906 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this Section shall be deleted.

ARTICLE 26
SCOPE OF AGREEMENT

This Agreement shall represent the complete agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make request and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understanding of and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives 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 even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 27
SAVINGS

Section 1.

This Agreement is subject to the Laws of the United States and the State of Minnesota.

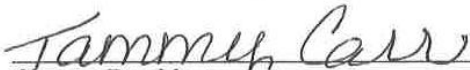
Section 2.


In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of the Agreement shall continue in full force and effect. The voided provisions may be renegotiated by mutual agreement of the parties.

ARTICLE 28
DURATION

Except as herein provided, this Agreement shall be effective January 1, 2020, and shall continue in full force and effect until December 31, 2022, and thereafter until terminated by operation of law or modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing by October 31st of 2022 or any subsequent year in which modification is desired, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971 as amended.

IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2019.



Chapter President


Council



County Board Chairman




HR Director
