

**AGREEMENT**

**Between**

**BROWN COUNTY BOARD OF COMMISSIONERS**

**and**

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

**HIGHWAY UNIT**

Term:

**JANUARY 1, 2020 - DECEMBER 31, 2022**

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PREAMBLE

Section A.

This Agreement, entered into by and between Brown County, hereinafter referred to as the “EMPLOYER”, and Local Union No. 1204, 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.

Section B.

This Agreement is pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended.

ARTICLE 1  
RECOGNITION

Section A.

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:

1. All employees of the Brown County Highway Department, New Ulm, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year, excluding clerical, technical, supervisory and confidential employees; and

Section B.

The EMPLOYER shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, 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, without the mutual consent of both parties pursuant to the meet and confer process.

ARTICLE 2  
DEFINITIONS

EMPLOYEE: A person who is in the bargaining unit that is defined in Article I, Recognition, Section A.

(TRAINING PHASE) EMPLOYEE: An employee who has not completed the required training phase period.

REGULAR EMPLOYEE: An employee who has completed the required training phase period and who works an average 40 hour week.

PART TIME EMPLOYEE: An employee who has completed the required training phase period and is scheduled to work an average of less than 40 hours per week.

ARTICLE 3  
UNION SECURITY

Section A.

The EMPLOYER agrees to deduct from the wages of employees who authorize such deduction in writing an amount to equal monthly UNION dues and forward such monies each month to the designated officer of the UNION, together with a list of the names of the employees from whose wages deductions were made along with employee member number, status, hourly rate, hours per pay period, year to date hours, number of pay periods and current dues deduction. Effective January 2011 the deduction of dues shall commence 30 working days after initial employment with the Employer subject to receipt of signed authorization card.

Section B.

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 in accordance with MN Stat. 179A.06 Subd. 3.

Section C.

The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues by an electronic format or via U.S. mail.

Section D.

UNION stewards and UNION representatives shall have access to the premises of the EMPLOYER at reasonable times and subject to reasonable rules to investigate grievances and for other reasonable purposes.

Section E.

The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments, including attorney's fees, brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 4  
MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority are necessary for it and available to it pursuant to law to operate and direct the affairs of the County in all of its various aspects, including, but not limited to, the right to direct 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; 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; and to make and enforce reasonable rules and regulations, to change or eliminate methods, equipment or facilities.

ARTICLE 5  
WORK RULES

The EMPLOYER may establish, alter or amend any work rule not in conflict with this Agreement without prior conference with the UNION.

Copies of all written rules currently in effect or hereafter established by the EMPLOYER and any written changes therein shall, upon adoption, be furnished to the UNION and posted on employee bulletin boards. The UNION may express its view thereon at any UNION-Management committee meeting.

ARTICLE 6

## HOURS OF WORK

### Section A.

The normal work week and work day for the months of November through March shall consist of forty (40) hours, five (5) eight (8) hour days, 8:00 a.m. to 4:00 p.m., Monday through Friday. The months of April through October shall consist of a 40 hour work week, four ten-hour days, 7:00 a.m. to 5:00 p.m., Monday through Thursday. This schedule may be altered by the EMPLOYER due to weather conditions which warrant the changing of work projects as mutually agreed upon between the EMPLOYER and the UNION.

### Section B.

Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the UNION and the EMPLOYER.

In the event of an emergency when not all of the employees are called in prior to their normal starting time, those employees who are called in prior to their normal starting time shall be allowed to work at least an eight (8) hour day or until the Engineer has declared the emergency ended, whichever is greater.

### Section C.

All employees shall receive a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

### Section D.

For the purpose of transition from the regular work week to summer hours and vice versa, the following shall apply:

- (1) In the spring to transition from working eight hour days, 40 hours will be worked from Friday to Thursday. The following Friday shall not be a regular day of work and the following Monday through Thursday employees will begin working four 10 hour days.
- (2) In the fall to transition from working 10 hours, 40 hours will be worked from Monday to Thursday. Work on the following Friday will be 8 hours as the beginning of transition to five 8 hour days Friday to Thursday.

## ARTICLE 7

### OVERTIME AND CALL BACK

### Section A.

Employees shall have the choice of being paid at the rate of one and one-half (1-1/2) times the employee's regular base hourly rate of pay or receiving compensatory time at the rate of one and one-half times the hours worked for work performed under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All work performed in excess of forty (40) hours in any work week.
2. All work performed on Saturdays and Sundays.

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

### Section B.

All work performed on any holiday shall be paid at two and one-half (2-1/2) times the employee's base hourly rate of pay.

### Section C.

Employees 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 D.

Overtime generally will be on a voluntary basis. If the overtime work cannot be covered on a voluntary basis, then employees will be required to work overtime. In the case of emergency, overtime is required.

Section E.

All holidays and paid leave time shall be considered time worked for the purpose of computing overtime.

Section F.

Employees shall be allowed to accumulate a maximum of 240 hours of compensatory time. Compensatory time shall be used in the same manner as vacation. Upon severance of employment, an employee shall be paid his/her accrued compensatory time.

ARTICLE 8  
HOLIDAYS

Section A.

All employees are guaranteed to receive eleven (11) days annually as paid holidays to be determined at the discretion of the County Board from the following list:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday (afternoon)	Friday after Thanksgiving
Memorial Day	Christmas Eve (afternoon)
Independence Day	Christmas Day

Employees shall be paid their current hourly rate of pay times the number of hours in their normal work day for each of the holidays above on which they perform no work. Employees shall be paid for all holidays that occur on Friday or Saturday while employees are working four ten-hour days, Monday through Thursday. Employees shall be paid their base rate of pay. Said hours will not be used in the computation of overtime.

Section B.

Whenever New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Saturday, the preceding Friday shall be observed as the holiday.

Whenever New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the succeeding Monday shall be observed as the holiday.

Section C.

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

ARTICLE 9  
VACATIONS

Section A.

Regular employees shall earn vacation 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
5 years but less than 10 years	130
10 years but less than 15 years	157.30
15 years but less than 20 years	185.38
20 years or more	201.50

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

Section B.

Training Phase employees shall accrue vacation from their date of hire, but shall not be entitled to use such vacation until they have satisfactorily completed six (6) months of service.

Section C.

On or before April 1st of each calendar year, all regular employees entitled to a vacation during that year shall indicate their respective preferences in writing to the Department Head or his authorized supervisors. In cases where, at the discretion of the Department Head, the number of employees on vacation must be limited, the senior employee(s) shall have preference on vacation times. Employees not signing up for vacation periods prior to April 1st shall be able to request vacation at a later date, however, those requests will be treated on a first come, first serve basis, and seniority shall not govern.

Section D.

Vacation days may be accumulated up to a maximum of two hundred (200) hours.

Section E.

Upon severance of employment, an employee with more than six (6) months service will receive payment of accrued vacation leave at current rate of pay. Unused vacation pay will not be paid to a person who does not give a two week notice prior to leaving the employment of the County.

Section F.

Should an employee contract any illness or disability during 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 reduced accordingly. The illness or disability must be verified by a signed certificate from a physician.

Section G.

The EMPLOYER may request employees to work during their vacation period in the event of an emergency, provided the employee is given future time off at the employee's option.

Section H.

The rate of vacation pay shall be the employee's regular rate of pay.

Section I.

Vacation leave will not be approved in an amount of less than one-half (1/2) hour.

ARTICLE 10  
SICK LEAVE

Section A.

Regular and Training Phase employees shall accrue sick leave at the rate of one (1) working day for each month of service. Sick leave will be accumulated up to an unlimited total. Sick leave will not be approved in an amount of less than one-half (1/2) hour.

Section B.

Accrued sick leave may be used for illness, injury, medical or dental appointments, immediate family illness, or because of exposure to contagious disease where the health of other employees might be endangered by reporting to work. Immediate family, for the purpose of this Article, shall mean the employee's spouse, father, father-in-law, mother, mother-in-law, child, sister, sister-in-law, brother, brother-in-law, and grandchildren and as further may be defined in Minnesota Statute 181.9413.

Section C.

Employees shall notify their immediate supervisor or department head as soon as practicable of their request for sick leave. The EMPLOYER may require a report from a recognized physical or mental health authority attesting to the necessity of the leave upon three (3) consecutive day's illness or when the EMPLOYER has reasonable cause to suspect abuse of sick leave. Leaves of absence covered by the Family and Medical Leave Act will be handled in accordance with the County FMLA policy.

Section D.

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.

Section E.

Upon death, disability, or upon severance of an employee in good standing after fifteen (15) years of employment, an employee or employee's estate shall be paid twenty-five percent of unused sick leave based upon then effective employee's current rate of pay. Upon separation of an employee in good standing who upon separation has been employed by the County for ten or more years, employee or employee's estate shall be paid ten (10) percent of the employee's recorded unused sick leave based upon the employee's current rate of pay.

ARTICLE 11  
LEAVES OF ABSENCE

Section A.            General Conditions

1. Employees shall be eligible for a leave of absence after six (6) months service with the EMPLOYER.
2. Any request for a leave of absence shall be submitted in writing by the employee to his department head. The request shall state the reason the leave of absence is being requested and the approximate length of time the employee desires.
3. Authorization for a leave of absence shall be answered promptly; requests for immediate leaves



(for example, family illness or death) shall be answered before the end of the shift during which the request is submitted, if possible.

4. Authorization of a leave of absence, if granted, shall be furnished to the employee by the EMPLOYER in writing.

Section B. Paid Leaves

1. Funeral Leave. Up to 24 hours at a time may be granted for a death in the family. Family is defined in this section as mother, father, sister, brother, spouse, child (including son/daughter-in-law and step-child) mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandparent, and individuals standing in loco parentis. This non-accumulative leave must be approved by the Department Head and Human Resources Director. All other funeral leave will be granted at the discretion of the Department Head and Human Resources Director and such time shall be deducted from vacation or compensatory time accruals or unpaid leave with no benefit reduction.
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. Such employee shall return fees for such jury/election judge service to the EMPLOYER. If excused, he shall immediately return to work for the balance of the day. The employee shall be allowed to retain mileage expense and other expense reimbursements.
3. Military Leave. Employees who are members of a reserve force of the United States or of this State and who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a paid leave of absence in accordance with Federal and State Statutes.
4. In addition to accruing seniority while on any paid leave of absence granted under the provisions of this Section, employees shall be reinstated to the position they held at the time the leave of absence was requested.

Section C. Unpaid Leaves of Absence

1. Disability and Personal Leave. A leave of absence without compensation may be granted upon good cause shown to the department head with the approval of the County Board. Seniority pursuant to Section B4 of this Article shall be granted for unpaid leave time only as follows:
  - a) Disability and personal leave up to six (6) months or for up to eighteen (18) months in the case of a work related Workers Compensation absence.
  - b) For a child care leave of up to six (6) months.
2. Parental Leave. A parental leave of absence shall be granted to a natural or adoptive parent who requests such leave in conjunction with the birth or adoption of a child and as further may be defined in Minnesota Statute 181.9413. The leave shall continue up to six months, provided that such leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the EMPLOYER.
3. Union Leave. Upon written request of the UNION, leave shall be granted to employees elected to any UNION office or selected by the UNION to do work which takes them from their employment with the EMPLOYER.
4. 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, with approval by the County Board.

ARTICLE 12  
SENIORITY

Section A.

Seniority means an employee's length of continuous service with the EMPLOYER since his last date of hire. An employee's continuous service record shall only be broken by voluntary resignation, discharge, retirement or failure to return from a leave of absence. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section B.

All newly hired or rehired employees shall serve a six (6) month training phase period, during which time they may be terminated at the sole discretion of the EMPLOYER. All newly or rehired employees, employees transferring or experiencing a promotion shall not be required to change their residence for the purpose of adhering to the response time measured as a five mile radius from the shop, for the first nine months of their employment in the position.

Section C.

On January 1st of each year, the Brown County Highway Department shall post on all bulletin boards a seniority list showing the continuous service of each employee, including date of employment.

Section D.

An employee promoted out of the bargaining unit shall retain his seniority until he achieves permanent status in the promoted position.

Section E.

Employees to be laid off will be given at least three (3) weeks' notice. In the event of layoff, training phase, temporary, seasonal and part-time employees will be laid off prior to the laying off of regular employees. In the event a layoff of regular employees in any classification of work becomes necessary, the employee with the least seniority in the classification of work affected by the layoff shall be the employee laid off. The employee laid off shall then have the opportunity to bump the least senior employee in any classification that the employee in the opinion of the County Highway Engineer is qualified to fill, provided that the employee has more seniority than the employee he intends to bump.

Section F.

Employees shall be recalled from layoff in accordance with the following procedure:

1. Employees having exercised bumping privileges shall first have the option of being reinstated in the position from which they were laid off, to the extent such positions have been re-established. No moving expenses will be paid as a result of the application of this provision.
2. Employees shall be recalled in the inverse order of their layoff.
3. No new employees shall be rehired until all employees on layoff status desiring to return to work have been recalled. Recall notices shall be mailed via registered mail, return receipt requested, to the employee's last known address.
4. Recalled employees shall return to work within seven (7) days following the date the recall notice is received.

Section G.

Laid off employees shall continue to receive all insurance benefits they had at the time of their layoff in accordance with MSA 62A, 17, Subd. 2 and the Consolidated Omnibus Reconciliation Act of

Section H.

Employees displaced by the elimination of jobs through layoffs, consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities or for any other reason, shall be permitted to exercise their seniority rights to transfer to another job which they are qualified to fill in the Brown County Highway Maintenance Department. Any employee transferred as a result of the application of this provision may be required to change his place of residence as a result of the transfer. If a change of residence is required by the County Board, the EMPLOYER agrees to pay moving expenses up to a maximum of \$500.00, provided the employee produces receipts for all such expenses.

ARTICLE 13  
PROMOTIONS AND TRANSFERS

Section A.

The EMPLOYER will post a notice for ten (10) days when a vacancy occurs, and may advertise externally simultaneously but not prior to internally. Employees desiring to transfer to a new job or to fill a vacancy shall submit a written application to the Human Resource Director. The EMPLOYER will fill the vacancy by promoting or transferring the most qualified employee who applies for the job. The promoted or transferred employee shall then serve a ninety (90) day trial period in the new job. The EMPLOYER may return the employee to the previous position during the trial period if employee is not able to carry out the duties of the position to which employee has been promoted or transferred. The employee may also choose to return to employee's former position during the first thirty (30) days in the position to which employee has been promoted or transferred if the position has not been offered to a candidate during the recruitment and selection process.

Section B.

From the first day of work in the new position, employees will be paid the minimum rate for the new position or the next highest rate in the scale for the new position above the employee's rate of pay prior to promotion, whichever is the greater. Annual salary step increases are contingent upon job performance as determined through the performance appraisal process. An employee experiencing a promotion shall move one step each year on the anniversary date of the promotion, unless any one (1) category is marked as "deficient" or two (2) or more categories are marked as "below expectations."

ARTICLE 14  
DISCIPLINE AND DISCHARGE

Section A.

Employees shall be disciplined or discharged only for just cause. Disciplinary action shall be progressive and follow the steps listed below:

1. Oral warning
2. Written warning
3. Suspension
4. Discharge

In cases of gross misconduct, discipline need not be progressive and may for the first offense involve an appropriate suspension or dismissal.

Section B.

The EMPLOYER shall not question the employee during an investigation that will lead to disciplinary action unless the employee has been given the opportunity to have a representative of the UNION present at such questioning.

Section C.

A written record of all disciplinary actions shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee. Each employee shall receive a copy of all evaluative and disciplinary entries into the personnel office record and shall be entitled to have the employee's written response therein.

Section D.

Discharge or suspension of an employee will automatically be referred to a special conference between the UNION and the Brown County Highway Engineer. The special conference shall be held within three (3) days from date of discharge or suspension, if possible.

ARTICLE 15  
GRIEVANCE PROCEDURE

Section A.

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

Section B.

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 C.

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 without loss of 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 program of the EMPLOYER.

Section D.

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 twenty-one (21) 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 County Highway Engineer 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 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 Bureau of Mediation Services does not preclude either party from proceeding to arbitration. The use of the Bureau of Mediation Services is for a possible mediated resolution only.

STEP 5. If the 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 day, 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, provided it pays for the record.

#### Section E.

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

The 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 PELPA of 1971, as amended.

#### Section F.

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 by mutual written agreement of the EMPLOYER and the UNION.

#### Section G. 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 XV, 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 16  
RESIGNATION AND RETIREMENT

Section A.

Employees may resign at any time and when so resigning, must give at least two (2) weeks' notice to leave in good standing.

ARTICLE 17  
SAFETY

Section A.

It shall be the policy of the EMPLOYER to provide for the safety of its employees by providing safe work conditions, safe work areas, and safe work methods.

Section B.

An employee will not be required to operate an unsafe piece of equipment or perform a dangerous task if there is a real, imminent danger of death or serious physical injury. All unsafe equipment or job conditions will be brought to the attention of the Department Head. The unsafe condition shall then be corrected within a reasonable period of time.

Section C.

The employees shall have the responsibility to use all provided safety equipment, including seat belts, and procedures in their daily work and shall cooperate in all safety and accident prevention programs.

Section D.

All rules and regulations that the EMPLOYER deems necessary to enforce shall be written and posted on all employee bulletin boards so that the employees are aware of the safety rules and regulations that the EMPLOYER intends to enforce.

Section E.

The EMPLOYER shall provide employees with five (5) safety-colored T-shirts (t-shirts shall not be of the mesh variety) per year, up to one jacket per year to be replaced as needed based on approval of Highway Engineer, and one vest to be replaced as needed based on approval of the County Engineer. In all other respects, selection and issuance of said garments shall be the right and obligation of the EMPLOYER. The EMPLOYER shall also provide employees with protective safety glasses and, in the case of employees with prescription lenses, EMPLOYER shall provide prescription safety lenses and frames, all at EMPLOYER'S expense. In the case of employees with prescription lenses, the EMPLOYER shall pay medically required changes of lenses (as needed) - In all cases, EMPLOYER shall repair or replace at EMPLOYER'S expense all lenses and frames damaged or destroyed from work related activities or incidents. Employees will also wear safety shoes as required and paid for by the EMPLOYER. If the EMPLOYER requires an employee to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or device shall be furnished by the EMPLOYER.

Section F.

The EMPLOYER agrees to provide protective clothing for employees engaged in crack sealing operations. The Department Head and employee representative shall mutually agree upon the items of protective clothing provided.

ARTICLE 18  
INSURANCE

Section A.

The EMPLOYER agrees to provide mutually agreed upon insurance benefits. Such coverage shall be subject to the limitations, benefits and conditions established by the contracts with the insurance carriers.

Section B.

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.)

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.

Section C.

The EMPLOYER shall pay the premiums for group life, accidental death and dismemberment and loss of sight, and weekly indemnity insurance for regular employees.

Section D.

EMPLOYER shall permit employees who have attained the age of 55 and who have served in the EMPLOYER'S employ for 15 years or more to remain covered by the group at employee's expense up to age 65.

Section E.

According to the Consolidated Omnibus Reconciliation Act of 1985, Pub. L No. 99-272 (1986), employees and their families are entitled to temporary extension of group health insurance coverage, at group rates, when qualifying circumstances occur. Such employees must pay all premiums thereof.

Section F.

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.

Section G.

Regular part-time employees working 30+ hours per week year around 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 H.

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 19  
COMPENSATION

Section A.

Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked Appendix A. Annual performance appraisals shall be conducted by the County with a copy of said appraisal on file with the County Personnel Department. Said performance appraisals (format) shall be in accordance with Addendum C of the current Brown County Personnel Policy effective 1992.

1. Reclassification to a Higher Grade

When a position description is reclassified up, to a higher grade, incumbent employee will move to the same step on the new grade. 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.

2. Reclassification to a Lower Grade

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 the 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.

3. Voluntary Demotion to a Lower Classified Job

When an employee elects to apply for a job in a lower job classification, a voluntary demotion, the employee would transfer or demote to the minimum of the new salary range. 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. Occasionally, for the skills and experience required, it will 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.

4. Promotions

With a promotion to a new job, the employee will move to, at a minimum, the step on the new grade that is closest to, but not below, the present salary. A new anniversary date will be assigned, and will be the effective date of the appointment to the new position by the County Board. The month and day will remain the same, but the year will change.

Employees assigned as acting crew chiefs shall receive an additional \$.75 per hour above the regular hourly rate.

5. 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.

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.

ARTICLE 20  
GENERAL PROVISIONS

Section A.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political belief, religious belief, or UNION or non-UNION membership. The UNION shall share equally with the EMPLOYER the responsibility to applying this provision of the Agreement.

All references to employees in the Agreement designate both sexes, and wherever either gender is used, it shall be construed to include male and female employees.

Section B.

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

Section C.

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.

Section D.

Any subject matter submitted by the EMPLOYER to an employee's personnel file which could be detrimental to the employee's future promotion, transfer, present or future employment, shall be served

upon the employee in writing. Such matters shall then be a proper subject for the grievance procedure.

All employees shall have the right to inspect their personnel file during working hours in the presence of the EMPLOYER.

Section E.

If the EMPLOYER requires an employee to utilize his own vehicle in the performance of his job, said employee shall be reimbursed by the County at the same mileage rate paid by the County to all other County employees.

Section F.

The UNION recognizes the right of contracting and subcontracting is vested in the EMPLOYER. The right to contract or subcontract shall not be used for the purpose or intention of undermining the UNION, nor to discriminate against any of its employees.

Section G.

The EMPLOYER shall install and maintain a telephone in each outlying shop.

Section H.

A labor/management committee shall be established. The minimum on the committee shall consist of one county board member, the county administrator and the county engineer. 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 21  
SAVINGS CLAUSE

Section A.

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or is in violation of legislation or administrative regulations, such decision of the court shall apply only to the specified article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 22  
MUTUAL CONSENT CONTINGENCY

Section A.

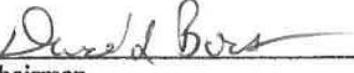
This Agreement may be amended any time during its life upon the mutual consent of the EMPLOYER and the UNION. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.


ARTICLE 23  
DURATION


This Agreement shall be effective as of the first day of January, 2020, and shall remain in full force and effect until the thirty-first day of December, 2022. It shall be automatically renewed from year to year thereafter unless either party shall give sixty (60) days' notice prior to the anniversary date of its desire to amend or terminate this Agreement. This Agreement shall remain in full force and effect until a new agreement is reached.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ of \_\_\_\_\_, 2019.

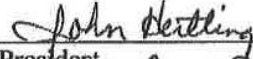
BROWN COUNTY, MINNESOTA


  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_

LOCAL 1204, MINNESOTA COUNCIL  
65, AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES, AFL-CIO

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Council