

LABOR AGREEMENT

BETWEEN

THE COUNTY OF DOUGLAS

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

AND ITS AFFILIATED LOCAL NUMBER 487

(SOCIAL SERVICES UNIT)

EFFECTIVE JANUARY 1, 2018 - DECEMBER 31, 2019

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COLLECTIVE BARGAINING AGREEMENT
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AND
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MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 65,
AND ITS AFFILIATED LOCAL NUMBER 487

ARTICLE 1. PURPOSE

- 1.1 This AGREEMENT is entered into between Douglas County, Alexandria, Minnesota (hereinafter referred to as the EMPLOYER), and Local No. 487 of Minnesota Council 65, American Federation of State, County and Municipal Employees, Nashwauk, Minnesota (hereinafter called the UNION), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter called PELRA) to provide the complete terms and conditions of employment for the following described unit during the duration of this AGREEMENT.

ARTICLE 2. RECOGNITION OF EXCLUSIVE REPRESENTATIVE

The EMPLOYER recognizes the UNION as the exclusive representative of all employees of the Douglas County Social Services Department who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 2, excluding supervisory and confidential employees.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: Local No. 487, Minnesota Council No. 65, American Federation of State, County and Municipal Employees, Nashwauk, Minnesota.
- 3.2 EMPLOYER: Douglas County.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 FULL-TIME EMPLOYEE: A member of the exclusively recognized bargaining unit whose average work week is at least thirty-seven and one-half (37 1/2) hours per week.
- 3.5 PART-TIME EMPLOYEE: A member of the exclusively recognized bargaining unit whose average work week is less than thirty-seven and one-half (37 1/2) hours per week and more than thirteen (13) hours per week.
- 3.6 EMPLOYER DESIGNEE: A person(s) appointed by the EMPLOYER.
- 3.7 UNION REPRESENTATIVE: A person(s) designated by the UNION.
- 3.8 STAFF REPRESENTATIVE: A person(s) assigned by the UNION.

ARTICLE 4. EMPLOYER'S RIGHTS

- 4.1 It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary for it to operate and direct the affairs of the County in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all of the operations and services of the department; 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; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote or relieve employees; to demote, suspend, discipline or discharge for just cause; to make and enforce rules and regulations which are not in conflict with this AGREEMENT; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the EMPLOYER shall retain the authority and prerogatives to:
- 4.1 (a) Operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities except as expressly provided in this AGREEMENT and to establish such work rules as do not conflict with the provisions contained in this AGREEMENT.
 - 4.1 (b) Maintain the efficiency of the government operations; and
 - 4.1 (c) Take whatever actions may be necessary to carry out the missions of the County in emergencies.

ARTICLE 5. UNION SECURITY

- 5.1 The EMPLOYER agrees to deduct from the wages of each UNION member, upon written authorization of the employee, an amount equal to the regular dues of the UNION, such deduction to be made on the last pay period of each month, and to transmit to the UNION the total amount so deducted together with the list of the names of the employees from whose pay deductions were made by the fifth of the following month.
- 5.2 Fair Share Fee. All employees who are in the employ of the EMPLOYER and covered by this AGREEMENT and who are not members of the UNION may be required by the UNION to contribute a fair share fee for services rendered by the UNION. The EMPLOYER, upon notification by the UNION of such employees, shall check off said fee from earnings of the employee and transmit the same to the UNION in accordance with M.S.A. 179A.06, Subd. 3.
- 5.3 It is understood that the EMPLOYER'S obligation to provide for dues deduction and/or fair share fee as stated in Section 5.1 and 5.2 shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.
- 5.4 The UNION recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

- 5.5 Indemnification, The UNION agrees to indemnify and hold the EMPLOYER harmless against any claim, suit, order or judgment, 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.
- 5.6 The EMPLOYER agrees not to interfere with the rights of employees to become members of the UNION, and there shall be no discrimination, interference, restraint or coercion by the EMPLOYER or the UNION against any employee because of UNION membership or non-membership or because of any employee activity in an official capacity on behalf of the UNION.
- 5.7 Representatives of the UNION shall have access to the premises of the EMPLOYER at reasonable times and subject to reasonable rules for official UNION business. This must be cleared with the Department Head or designee.
- 5.8 The UNION shall be permitted the use of bulletin boards for the posting of notices of meetings for its members.
- 5.9 Union steward(s) may investigate and present grievances during work hours, along with the grievant(s) without loss of pay, for reasonable periods of time, provided that the steward(s) and/or grievant(s) have notified and received approval from the EMPLOYER who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER. The names of the union stewards shall be provided by the union to the EMPLOYER in writing, including changes when they occur at least annually.

ARTICLE 6. GRIEVANCE PROCEDURE

- 6.1 A grievance shall be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the interpretation or application of the specific expressed provisions of this AGREEMENT.
- 6.2 It is specifically understood that any matters governed by statutory provisions, except as expressly provided in this AGREEMENT, shall not be considered grievances under this AGREEMENT and will not be subject to the grievance procedure herein set forth. All disciplinary or discharge actions shall be subject to the grievance procedure, except any such action taken by the EMPLOYER during the probationary period of a newly hired or rehired employee who may grieve only through Step 3.
- 6.3 GRIEVANCE PROCEDURE: Grievances, as herein defined, shall be processed in the following manner:

STEP 1. An employee claiming a violation concerning the interpretation or application of this agreement shall within twenty-one (21) calendar days after such alleged violation has occurred present such grievance to the employee's supervisor.

STEP 2. If such grievance cannot be so resolved within a 10 working day period, the employee shall reduce the grievance to writing. The grievance shall be so reduced to writing and submitted to the Director within fifteen (15) working days after the

Supervisor's Step 1 answer. The Director shall answer such grievance in writing within fifteen (15) days after receipt.

STEP 3. In the event no settlement is reached the grievance may be appealed to the County Board or its designated representative within ten (10) working days of the Step 2 response.

STEP 4. In the event no settlement is reached the grievance may then be submitted to Mediation in an effort to resolve the grievance.

STEP 5. ARBITRATION. A grievance unresolved in STEP 4 may be appealed to arbitration by the UNION within fifteen (15) working days after the final mediation meeting conducted under the provisions of STEP 4. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The fee and expense of the arbitrator and any other expenditure required in connection with the arbitration procedure, including special services mutually agreed to by the parties shall be divided equally between the EMPLOYER and the UNION; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

- 6.4 ARBITRATOR'S AUTHORITY. The arbitrator shall not have the 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 in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator shall submit a decision, in writing, within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to an extension thereof. The decision shall be based solely upon the expressed terms of this AGREEMENT and on the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the expressed provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The parties may, by mutual written agreement, agree to submit more than one grievance to an arbitrator, provided that each grievance will be considered as a separate issue and each on its own merits.
- 6.5 WAIVER. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the employee and the UNION shall elect to treat the grievance as denied at that step and may immediately appeal the grievance to the next step. The time limits in each step may be extended by mutual written agreement of the EMPLOYER and the UNION representatives involved in each step.

- 6.6 If as a result of the EMPLOYER'S response in Step 4 the grievance remains unresolved, and if the grievance involves suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 5 or to a procedure such as Veterans Preference or Human Rights. If appealed to any procedure other than Step 5, the arbitration procedure, the aggrieved employee shall indicate in writing which choice of remedy will be utilized.

ARTICLE 7. INSURANCE

- 7.1 Hospital and Medical. The EMPLOYER shall maintain the present hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the EMPLOYER and an insurance carrier. Any change in the benefit coverage shall be negotiated with the UNION, except those required by law.

7.1 (a) Employee Only Coverage - Contribution Option

For the duration of this contract the Employer will contribute, on behalf of eligible full time employees choosing **employee only health coverage**, three hundred ninety-three and eight cents (\$393.08) per month, or the full cost of the premium, whichever is less. The employer will contribute to eligible employee's H.S.A. account one hundred forty dollars and thirty-one cents (\$140.31) per month for those employees selecting an H.S.A. plan.

Effective 5/1/2018. No recoupment of backpay or overpayments for insurance and/or H.S.A for January – April 2018.

7.1 (b) Family Coverage - Contribution Option

For the duration of this contract the Employer will contribute, on behalf of eligible full time employees **choosing family health coverage**, seven hundred eighty-three dollars and twenty-three cents (\$783.23) per month, or the full cost of the premium, whichever is less. The employer will contribute to eligible employee's H.S.A. account two hundred twenty-five dollars (\$225.00) per month for those employees selecting an H.S.A. plan.

Effective 5/1/2018. No recoupment of backpay or overpayments insurance and/or H.S.A. for January – April 2018.

7.1 (c) 2019 Employer/Employee Premium Contribution

50/50 split on premium increases for 2019.

- 7.2 **80% Full Time Equivalent:** An employee working 80% of the regularly scheduled work week (30 hours) will have employee only coverage paid on a pro-rated basis for the plan the employee selected. Family coverage will be available to that employee at his/her own expense.

50% Full Time Equivalent: Employees working 50% of the regularly scheduled work week (18.75 hours) may join our group at their own expense.

- 7.3 The provisions of this Article shall not be construed to compel any employee to purchase group medical and hospitalization insurance for their dependents but in the event such an election is not made it is understood that the employee shall not be entitled to payment in lieu of dependent insurance coverage.
- 7.4 The EMPLOYER shall pay medical, surgical and hospitalization premiums for all employees who are absent because of paid vacations or paid leave of absence because of sickness or injury or on leave approved in accordance with the Family Medical Leave Act (FMLA).
- 7.5 The EMPLOYER shall continue the present Life Insurance Plan of \$20,000.00 for each employee.
- 7.6 Hospital and Medical. In the event the health insurance provision of this Agreement fails to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act.

ARTICLE 8. PROBATIONARY PERIOD

- 8.1 The probationary period shall be 1950 actual hours worked, exclusive of overtime, for new hires or rehires. During this time the employer may discharge an employee with or without cause, and such action is not subject to the grievance procedure. Probationary employees shall be entitled to use accrued sick leave, vacation, and personal holiday during the first 1950 hours of probation. However, if an employee does not successfully complete the probationary period, the Employer may deduct any sick leave used from wages due upon separation.
- 8.2 An employee who is promoted to a new position shall serve a trial period of 9 months. During the trial period, the employee shall be paid at that Step in the job classification to which they are promoted which represents an increase of at least 5%. The employee may elect to return to their former position during the trial period or may be returned by the employer.

ARTICLE 9. SENIORITY

- 9.1 Definition of Seniority:

a) **Service Seniority:** The length of continuous service with the EMPLOYER.

Full-Time employee: Determined by their initial date of hire unless the employee has lost seniority in accordance with the provisions of ARTICLE 18, LEAVE OF ABSENCE, Section 18.1.

Part-Time Employee: For the purposes of this Article, a part-time employee's seniority standing shall be based upon the employee's total hours of service. If a

part-time employee goes to full-time employment, the employee's total hours of service will be divided by 1,950 to establish an effective Service Seniority date.

- b) **Job Classification Seniority:** The length of service within specific job classifications.

Full-time Employees: Upon completion of their probationary period or their trial period in a new position, the Job Classification Seniority date of an employee shall relate back to the date an employee was hired into or changed their job classification hire unless the employee has lost seniority in accordance with the provisions of ARTICLE 18, LEAVE OF ABSENCE, Section 18.1.

Part-time Employees: The Job Classification Seniority date of any part-time employee who is included in the bargaining unit shall be determined by dividing the employee's total hours of service within a job classification by 1,950 to establish an effective Job Classification Seniority date.

- 9.2 There shall be no change in an employee's job classification seniority date if an employee is moved to another classification by the EMPLOYER, or if a job classification title is changed due to a small change of duties.

- 9.3 Notice of Vacancies. Filling of Positions: Vacancies defined. A vacancy is defined as an opening for a non-temporary (more than 6 months) position and the EMPLOYER determines that such vacancy is to be filled.

- a) All vacancies or newly created positions shall be posted for "7" working days. Seniority shall be the determining factor in filling a promotional vacancy when the applicants are current employees and the qualification of the applicants are equal as determined by the appointing authority. Seniority does not apply if an applicant is currently on a probationary period (Article 8.1).
- b) Positions that are reclassified due to the gradual change in duties are not considered vacancies and the Union shall receive notice of all such reclassifications.

- 9.4 Lay-Off and Recall.

- a) Lay-Off. Employees shall be laid off by classification in inverse order of their classification seniority, provided that the employees that remain are qualified to perform the work to be done.
- b) No member of the bargaining unit will be laid off until all temporary, seasonal, probationary, employment program and part-time employees who are not included in the bargaining unit have been laid off first.
- c) In the event of lay-off, an employee who is to be laid off may utilize service seniority to bump an employee with less service seniority in an equal or lower classification, provided that the employee who is bumping back must be fully qualified to perform all the duties and responsibilities of the classification being

assumed. An employee that bumps into a lower classification shall be paid a rate which will be based on their years of service seniority.

d) Recall. An employee shall remain in lay-off status for two (2) years from the date of layoff. Recall shall be by certified letter to the address supplied to the EMPLOYER by the employee. An employee shall have ten (10) days to return to work when recalled; failure to return within this period of any mutually agreed to extension of time shall be treated as a voluntary resignation. Recall shall be in order of classification seniority.

9.5 Seniority Lists. Seniority lists shall be brought up to date on January 1st of each calendar year and posted on employees' bulletin boards. Copies of seniority lists shall be sent to the President of the UNION.

9.6 Loss of Seniority. An employee shall lose seniority standing upon voluntary resignation, retirement, discharge for cause, or after two years of lay-off without recall.

9.7 A permanent employee transferring from one Douglas County department to another shall retain all accumulated sick leave and vacation credits and EMPLOYER seniority for the purpose of earning sick leave and vacation benefits.

ARTICLE 10. SICK LEAVE

10.1 Sick Leave Accrual

Sick leave is earned every payroll period based on an annual accrual of 12 days. Employees may accrue up to a total of 90 days sick leave.

Sick Leave Accrual beyond 90 Days

Employees hired on or after June 5th, 2007, shall not accrue sick leave in excess of ninety (90) days.

When the sick leave accumulation of employees hired before June 5th, 2007, reaches ninety (90) days, one-half (1/2) of earned sick leave thereafter shall go into a special sick leave bank. The other one-half (1/2) of earned sick leave in excess of ninety (90) days shall be paid into the employee's Health Care Savings Plan.

10.2 Sick Leave Rate of Pay

Employees will be eligible for sick leave at their current rate of pay.

10.3 Sick Leave Use

- In addition to physical illness or temporary disability of the employee, sick leave may be taken for an illness or injury of immediate relatives defined as:
 - spouse,
 - children (regardless of age),
 - parents,
 - parents-in-law
 - sibling
 - grandchild
 - grandparent
 - step-parent

- An employee may use sick leave for themselves or the relatives listed above as safety leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse and stalking as defined in M.S. 181.9413 (as amended). Sick leave for safety leave or for the employee's adult child or the relatives listed above shall be limited to no less than 160 hours in a 12 month period.

- It may be taken to meet dental or ocular appointments and to take physical examination or other sickness prevention measures.

Sick leave may also be used to attend the funeral of a fellow employee who is employed by the County at the time of his/her death.

Employees using earned sick leave shall be considered to be working for the purpose of accumulating additional vacation leave or sick leave, except that the total consecutive sick leave used may not exceed the maximum accumulation allowed. Only days which an employee would normally have worked will be charged against the employee's sick leave account.

- a) Notice. To be eligible for sick leave, an employee must notify the department head or supervisor as far in advance as possible of absence.

- b) Physician's Certificate. The EMPLOYER may, where abuse of sick leave is suspected, require a physician's certificate as evidence that such employee was ill.

- c) After an employee has used all accumulated sick leave including special sick leave bank, comp time and vacation leave the employee shall be granted, upon request, an unpaid leave of absence without having their name removed from the agency roster to a maximum of twelve (12) months. The employee may request additional time and it may be granted at the discretion of the EMPLOYER.

A request for an unpaid leave of absence shall be in writing and accompanied by a physician's written statement documenting the inability of the employee to work prior to employment termination. Only while the employee is in paid status will benefits accrue, including County payment of its share of the health insurance premiums. At any time during the unpaid leave of absence, the department head may request an updated physician's statement. Prior to returning to work from an unpaid

leave of absence, the employee shall provide a physician's statement that the employee is able to return to work.

- d) If an employee is permanently disabled and is permanently unable to work and eligible for disability requirements under PERA all accumulated sick leave including special sick leave shall be paid to the employee on a lump sum basis.
- e) Regular sick leave may be used to supplement bereavement leave when there is a death in the immediate family, defined as spouse/domestic partner, children, or parents of either the employee or domestic partner.

10.4 Part-time employees working at least 80% of the regularly scheduled work week on a continuous basis shall earn and accrue sick leave on a prorated basis. Part-time employees will be paid sick leave and may use sick leave in accordance with the provisions of Sections 10.2 and 10.3.

ARTICLE 11. BEREAVEMENT LEAVE

Three (3) days absence without loss of pay shall be allowed an employee in the event of the death of immediate family, defined as:

- o Spouse
- o domestic partner

The following list, including both the employee's, their spouse or domestic partner's:

- o parents,
- o children,
- o grandchildren,
- o grandparents,
- o son-in-law,
- o daughter-in-law,
- o sister-in-law,
- o brother-in-law,
- o siblings,
- o aunts,
- o uncles,
- o nieces or nephews.

Part-time employees working at least 80% of the regularly scheduled work week on a continuous basis shall be allowed bereavement leave on a prorated basis.

ARTICLE 12. WORKER'S COMPENSATION

If an employee receives a compensable injury, the EMPLOYER shall pay the difference between the compensation received by the employee and the employee's regular monthly pay rate from accumulated sick leave, vacation leave, or other accumulated leave time, but the total compensation including leaves and worker's compensation shall not exceed the employee's weekly base rate. The EMPLOYER will provide for the payments described in this Section during the periods of disability. To receive payments described

in this Section, the employee must certify the amount of the Worker's Compensation payment to the EMPLOYER.

ARTICLE 13. SEVERANCE PAY

13.1 Upon severance from employment in good standing, employees shall receive severance pay for accumulated sick leave under the following conditions:

Employees Hired On or After June 5, 2007

- a) Employees hired on or after June 5, 2007, who leave County employment to draw PERA or Social Security benefits shall receive severance pay equal to 50% of their unused sick leave, at the employee's current salary, up to maximum of thirty (30) days or two hundred twenty-five (225) hours.
- b) Employees hired on or after June 5, 2007, who resign from County employment after 10 years of service shall receive severance pay equal to 50% of unused sick leave, at the employee's current salary, up to maximum of thirty (30) days or two hundred twenty-five (225) hours.

Employees Hired Before June 5, 2007

- a) Employees hired before June 5, 2007, who leave County employment to draw PERA or Social Security benefits with at least twenty-five (25) years of service to Douglas County, shall receive severance pay equal to 100% of the unused sick leave they have accumulated in both their regular and special sick leave banks, at the employee's current salary provided the severance pay is contributed to the MSRS Health Care Savings Plan.
 - b) Employees hired before June 5, 2007, who retire from County employment to draw PERA or Social Security benefits with less than twenty-five (25) years of service to Douglas County, shall receive severance pay equal to 50% of the unused sick leave they have accumulated in both their regular and special sick leave banks, at the employee's current salary provided the severance pay is contributed to the MSRS Health Care Savings Plan.
 - c) Employees hired before June 5, 2007, who resign from County employment with at least ten (10) years of service shall receive severance pay equal to 50% of the unused sick leave they have accumulated in both their regular and special sick leave banks, at the employee's current salary up to a maximum of \$2,500.00.
- 13.2 In case of death, the severance payment shall be paid to the employee's estate.
- 13.3 Health Care Savings Plan

All employees shall participate in the Minnesota State Retirement Service (MSRS) Health Care Savings Plan (HCSP). MSRS administers the HCSP and employees deal

directly with MSRS on all account matters. All contributions are subject to the rules and regulations established and administered by the Minnesota State Retirement System.

In accordance with said rules and regulations, employees shall contribute to their Health Care Savings Plan as follows:

Start of employment through 5 full years of service

- 100% of their sick leave severance pay in accordance with Section 13.1 of this Article.
- 1% of their hourly wage.

Beginning in the 6th year of employment through 10 full years of service

- 100% of their sick leave severance pay in accordance with Section 13.1 of this Article.
- 1% of their hourly wage.

Beginning in the 11th year of employment through 15 full years of service

- 100% of their sick leave severance pay in accordance with Section 13.1 of this Article.
- Upon severance of employment, 100% of unused vacation leave accrued in accordance with Article 14, Section 14.7.
- 1% of their hourly wage.

Beginning in the 16th year of employment through 20 full years of service

- 100% of their sick leave severance pay in accordance with Section 13.1 of this Article.
- Upon severance of employment, 100% of unused vacation leave accrued in accordance with Article 14, Section 14.7.
- 2% of their hourly wage.

Beginning in the 21st year of employment through 25 full years of service

- 100% of their sick leave severance pay in accordance with Section 13.1 of this Article.
- Upon severance of employment, 100% of unused vacation leave accrued in accordance with Article 14, Section 14.7.
- 2.5% of their hourly wage.

Beginning with 26 or more full years of service

- 100% of their sick leave severance pay in accordance with Section 13.1 of this Article.
- Upon severance of employment, 100% of unused vacation leave accrued in accordance with Article 14, Section 14.7.
- 4% of their hourly wage.

ARTICLE 14. VACATIONS

14.1 Full-time employees shall accrue vacation in accordance with the following schedule:

- Start of employment through 5 full years - 10 working days (75 hours)
- Beginning in the 6th year of employment through 10 full years - 15 working days (112.5 hours)
- Beginning in the 11 year of employment through 15 full years - 20 working days (150 hours)
- Beginning in the 16th year of employment through 20 full years - 25 working days (187.5 hours)
- Beginning in the 21st year of employment - 30 working days (225 hours)

Part-time employees working at least 80% of the regularly scheduled work week on a continuous basis shall accrue vacation in accordance with the above schedule but on a prorated basis.

14.2 Any employee with less than ten (10) years of service to the EMPLOYER who is laid-off or who separates from the service of the EMPLOYER in good standing prior to taking their vacation shall be compensated in cash for the unused vacation accumulated at the time of separation at the employee's current salary. The unused accumulated vacation of an employee with more than ten (10) years service to Douglas County who is laid-off or who separates from the service of the EMPLOYER in good standing shall be contributed to the employee's Health Care Savings Plan.

14.3 The rate of vacation shall be the employee's regular straight- time rate of pay in effect for the employee's regular job on the regular work day immediately preceding the employee's vacation period.

14.4 Any employee who is requested to and does work during their vacation shall be paid for regular hours at the regular rate of pay. The employee's vacation (with pay) shall be rescheduled to a period agreed upon by the employee and the employee's Department Head.

14.5 If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee shall not be charged vacation on the day of the holiday.

14.6 Vacations shall be granted at the time requested by the employee, subject to the approval of the Department Head. If it is necessary to limit the number of employees on vacation at the same time, vacations shall be granted, with Department Head approval, on a first-come, first served, basis.

14.7 The maximum carryover of vacation time shall be thirty (30) days. Vacation time in excess of thirty (30) days that is not taken by December 31st shall be forfeited unless, for emergency purposes, the employee and the EMPLOYER agree to carry it over.

ARTICLE 15. HOLIDAYS

15.1 The following days shall be paid holidays for full-time employees.

New Year's Day	Memorial Day	Veteran's Day
Martin Luther King Day	Fourth of July	Thanksgiving Day
Presidents' Day	Labor Day	Day after Thanksgiving
		Christmas Day

A Personal Holiday to be taken with the permission of the employee's supervisor.

Whenever any of the above listed holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the above listed holidays falls on a Sunday, the succeeding Monday shall be observed as the holiday.

- 15.2 In addition, all employees shall have off with pay Christmas Eve day from noon. If this holiday falls on a week-end, no other compensation may be claimed.
- 15.3 When a paid holiday falls during an employee's vacation, the employee shall receive an additional day of paid vacation.
- 15.4 Part-time employees working at least 80% of the regularly scheduled work week on a continuous basis shall receive holiday pay on a prorated basis.

ARTICLE 16. HOURS OF WORK AND OVERTIME

- 16.1 The sole authority in work schedules is the EMPLOYER. The normal work day shall be from 8:00 a.m. - 4:30 p.m. The normal work week shall be thirty-seven and one-half (37-1/2) hours and consist of five (5) work days, Monday - Friday.
- 16.2 Service to the public may require the establishment of work shifts other than the normal 8:00 a.m. - 4:30 p.m. day, or work weeks that include Saturdays and/or Sundays. In the event that the EMPLOYER establishes such alternate shifts or work weeks, employees shall have their preference of shifts based on job classification seniority. The EMPLOYER will give, except in case of emergency, a one (1) week advance notice of work days or work weeks different from an employee's current work schedule.
- 16.3 The hours worked between 37-1/2 and 40 shall be at straight time (time for time). Hours worked over 40 shall be at overtime (one and one half times). All overtime shall be approved in advance by employee's supervisor in writing. An employee who works over 40 hours in a week, must select either pay or compensatory time off (comp) at the time it is worked with the exception of on-call. Any compensatory time off must be scheduled by mutual agreement between the employee and supervisor and taken within 120 days of the date it was earned.

16.4

- 16.4 (a) An employee not on "on call" status who is called back to work by management during their scheduled off-duty time shall receive a minimum of two (2) hours at the appropriate rate. Each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so doing.
- 16.4 (b) On Call Social Workers will be reimbursed at the rate of \$50.00 a day. Social workers will be compensated at time and one-half (1 1/2) for any time that they are required to report to duty in order to respond to client needs. On-call Social Workers will receive an additional \$25.00 New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 16.5 While an employee is using earned sick leave or vacation time, they shall be considered working for the purpose of accumulating additional sick leave or vacation time.
- 16.6 Employees shall be entitled to a fifteen (15) minute break for each three and three-fourths (3 3/4) hours worked.
- 16.7 During each seven and one-half (7 1/2) hours scheduled work day employees shall be allowed a one (1) hour unpaid lunch period.

ARTICLE 17. DISCIPLINE AND DISCHARGE

- 17.1 The Employer will discipline employees for just cause only. Discipline will be in one of the following forms.
- a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.

Both the Employer and the Union agree that the above list of types of discipline is not meant to imply a sequence of events.

17.2 Union Steward Present at Questioning

An employee has the right to have a Union Steward present during questioning related to an investigation which may lead to disciplinary action. The Employer is not obligated to inform the employee of this right.

17.3 Suspensions, demotions and discharges will be in written form.

17.4 In the case of an oral reprimand, the reprimanded employee will be provided with a "Notice of Oral Reprimand" which includes the date and subject of the reprimand. Any

such notices will not be entered into the employee's personnel record but a copy will be kept by the Employer's Human Resources Department. All other disciplinary actions shall state the corrective action expected of the employee. Employees shall receive a copy of all disciplinary entries into their personnel record and shall be entitled to have the employee's written response therein. Such matters shall be proper subject for the grievance procedure.

- 17.5 Employees may examine their own individual personnel files once every six (6) months under the direct supervision of the Employer.
- 17.6 Grievances relating to the suspension and discharge may be initiated by the Union in Step 3 of the grievance procedure under Article 6. Employees serving their initial probationary period may grieve reprimands, suspensions or discharges only through Step 3 of ARTICLE 6. Neither the employee nor the UNION may carry such grievances to arbitration under ARTICLE 6.

The Employer shall not discharge any permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee and Union shall be notified in writing that the employee is to be discharged and shall be furnished the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between notice of discharge and the expiration of the meeting.

ARTICLE 18. LEAVE OF ABSENCE

- 18.1 Unpaid leaves of absence for reasonable periods, not to exceed six months may be granted without loss of seniority. Leaves may be extended for up to another six months, however, they shall be without seniority. Without seniority means it shall be frozen at the time of leave and backed up the amount of time gone, upon return from such leave. Request for leaves shall be made in writing and are subject to approval. Benefits do not accrue during an unpaid leave. Upon return from a leave, the employee will be placed on the same step as when they left with adjustments for general increases. Benefits related to longevity and steps do not accrue during leave.
- 18.2 Full-time employees required to serve on a jury will be paid their regular salary by the EMPLOYER and be required to reimburse the EMPLOYER earnings received for jury service except mileage.
- 18.3 The EMPLOYER agrees to grant time off without pay and without discrimination to any employee designated by the UNION to attend a district, state, or national labor convention without losing seniority rights or other rights granted by the EMPLOYER to any employees. Such leave shall be limited to two persons per year and shall not exceed

seven (7) days per year per person. The employee so designated by the UNION shall give at least two weeks' notice of intention to attend such convention.

- 18.4 Employees shall be eligible for sick leave benefits when temporarily disabled and unable to work and for any reason required by law.

Employees eligible for FMLA shall continue to have EMPLOYER portion paid health insurance for the amount of time allowed under the law.

- 18.5 Modified Work Schedule. An employee may request a modified work schedule for educational purposes. The employee shall be granted such modification if mutually agreeable with the EMPLOYER.

- 18.6 Employees are encouraged to undertake job related education under the following policy:

- a) Employees may be reimbursed for tuition, fees, mileage and other reasonable expenses at the discretion of the EMPLOYER when they enroll in and successfully complete a course approved by the EMPLOYER.
- b) Paid time off may be granted by the EMPLOYER only when approved courses cannot be taken during off-duty hours and when the course schedule does not interfere with the staffing needs of the EMPLOYER.

- 18.7 Reinstatement after Leave. Any employee returning from an approved leave of absence, as covered by this Article, shall be entitled to return to employment in the employee's former classification, or a position of comparable duties and pay or another position in the employee's former classification. Employees returning from an unpaid leave of absence shall be returned to the pay grade and step they enjoyed at the time the leave commenced.

- 18.8 Other leaves of absence can be allowed but must be considered individually by the Board.

ARTICLE 19. GENERAL PROVISIONS

- 19.1 Any physical examination required by the EMPLOYER after hiring, shall be at the expense of the EMPLOYER and given by a licensed physician of the employee's choosing with the EMPLOYER'S approval.

- 19.2 An employee shall have the option of voluntary early retirement. An employee shall give at least two (2) weeks notice of intent to retire or leave employment.

- 19.3 Employees shall be reimbursed for business expenses on authorized County business in accordance with the policy for such expenses that is adopted by the County Board resolution for County Board members and will be reimbursed for mileage in accordance

with the maximum tax-free mileage rate defined by the Federal Internal Revenue Service.

- 19.4 The EMPLOYER agrees to provide a workplace that is safe and free from hazards to the employee's health. The EMPLOYER and UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters, and to encourage employees to work in a safe manner.
- 19.5 There shall be no discrimination against an employee based on any protected status or who has exercised their rights under this contract or the law.

ARTICLE 20. REQUIRED EDUCATION AND TRAINING

Where the Employer requires employees to attend any conference, training session, workshop, class, course, or program, as a condition of employment or where the Social Services Department Director has determined in advance that such is necessary for continued licensure or certification required by the Employer, the following provisions shall be observed:

Expenses. All expenses incurred in connection with the employee education and training activities shall be reimbursed by the Employer. Such expenses shall include paid time, mileage, lodging, meals, and registration fees. Employees shall be required to submit proper documentation and receipts for reimbursed expenses.

ARTICLE 21. SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the County of Douglas. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken or administrative ruling or is in violation of legislative or administrative regulations, having the force and effect of law, within the time provided, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 22. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 22.1 This AGREEMENT shall represent the complete AGREEMENT between the UNION and the EMPLOYER.
- 22.2 The parties acknowledge that during the negotiations which resulted in the AGREEMENT, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the 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 or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this AGREEMENT.

22.3 This agreement supplements County policies. Employees will be covered by such policies to the extent such policies are not in conflict with this agreement.

ARTICLE 23. NO STRIKE/NO LOCK OUT

For the life of this Contract neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the UNION shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline. The County shall not lock out unit employees during the term of the AGREEMENT.

ARTICLE 24. DURATION

This AGREEMENT shall be effective January 1, 2018 and continue through December 31st, 2019. It shall renew from year-to-year thereafter unless either party shall notify the other in writing that it desires to modify or terminate this AGREEMENT not less than ninety (90) calendar days prior to the expiration date of this AGREEMENT. If settlement on a new AGREEMENT cannot be reached within the provided ninety (90) days, the present AGREEMENT shall remain in effect pursuant to Minn. Stat. 179A.20, subd. 6.

IN WITNESS WHEREOF, the parties have set their hands this 17th day of April, 2018.

COUNTY OF DOUGLAS:

**AMERICAN FEDERATION
OF STATE, COUNTY &
MUNICIPAL EMPLOYEES,
COUNCIL 65:**

Chairman of the Board

Staff Representative

Attest:

County Coordinator

President, AFSCME Local 487

Dated: _____

APPENDIX A

A.1 Employees shall be paid according to the wage schedules based on their job classification seniority. The 2018-2019 wage schedules will be used for steps and longevity increases for those employees eligible.

Salary Grid: Effective April 8, 2018– 2% (two percent) COLA plus steps to eligible employees.

Grade/Step	0001	0002	0003	0004	0005	0006	0007	0008	0009	0010
01.0	10.66	10.98	11.31	11.64	11.98	12.36	12.72	13.1	13.5	13.9
02.0	12.17	12.54	12.91	13.3	13.69	14.11	14.53	14.96	15.41	15.87
03.0	13.82	14.23	14.68	15.11	15.57	16.0	16.49	16.99	17.5	18.03
04.0	15.5	15.94	16.44	16.92	17.45	17.96	18.51	19.06	19.64	20.22
05.0	17.17	17.68	18.21	18.77	19.33	19.9	20.5	21.1	21.77	22.4
06.0	18.84	19.39	19.99	20.57	21.2	21.84	22.48	23.16	23.87	24.56
07.0	20.5	21.11	21.77	22.42	23.1	23.79	24.49	25.24	26.0	26.75
08.0	22.15	22.83	23.51	24.23	24.95	25.68	26.47	27.26	28.07	28.9
09.0	23.85	24.54	25.29	26.05	26.81	27.63	28.47	29.3	30.19	31.07
10.0	25.08	25.86	26.65	27.52	28.36	29.24	30.13	31.06	32.05	33.06
11.0	26.72	27.56	28.41	29.29	30.19	31.12	32.1	33.0	34.12	35.21
12.0	28.38	29.25	30.14	31.07	32.06	33.05	34.07	35.13	36.22	37.36
13.0	30.01	30.94	31.89	32.88	33.9	34.99	36.05	37.17	38.33	39.51
14.0	31.66	32.64	33.65	34.69	35.78	36.88	37.96	39.2	40.4	41.68
15.0	33.29	34.34	35.4	36.49	37.63	38.8	40.0	41.24	42.53	43.85
16.0	34.95	36.03	37.16	38.29	39.45	40.69	41.96	43.27	44.6	45.99
17.0	36.58	37.7	38.87	40.08	41.31	42.61	43.92	45.28	46.68	48.17
18.0	38.21	39.38	40.62	41.89	43.19	44.52	45.89	47.31	48.81	50.34
19.0	39.86	41.1	42.37	43.68	45.04	46.45	47.87	49.36	50.91	52.5
20.0	41.47	42.78	44.09	45.48	46.88	48.34	49.83	51.38	52.96	54.66
21.0	43.14	44.46	45.85	47.26	48.72	50.25	51.8	53.42	55.05	56.82
22.0	44.78	46.17	47.6	49.07	50.59	52.16	53.78	55.46	57.17	58.98
23.0	46.48	47.87	49.32	50.79	52.33	53.89	55.51	57.17	58.89	60.66

2019 Salary Grid: Effective January 1, 2019 – 2% (two percent) COLA plus steps to eligible employees.

Grade/Step	0001	0002	0003	0004	0005	0006	0007	0008	0009	0010
01.0	10.87	11.2	11.54	11.87	12.22	12.61	12.97	13.36	13.77	14.18
02.0	12.41	12.79	13.17	13.57	13.96	14.39	14.82	15.26	15.72	16.19
03.0	14.1	14.51	14.97	15.41	15.88	16.32	16.82	17.33	17.85	18.39
04.0	15.81	16.26	16.77	17.26	17.8	18.32	18.88	19.44	20.03	20.62
05.0	17.51	18.03	18.57	19.15	19.72	20.3	20.91	21.52	22.21	22.85
06.0	19.22	19.78	20.39	20.98	21.62	22.28	22.93	23.62	24.35	25.05
07.0	20.91	21.53	22.21	22.87	23.56	24.27	24.98	25.74	26.52	27.28
08.0	22.59	23.29	23.98	24.71	25.45	26.19	27.0	27.81	28.63	29.48
09.0	24.33	25.03	25.8	26.57	27.35	28.18	29.04	29.89	30.79	31.69
10.0	25.58	26.38	27.18	28.07	28.93	29.82	30.73	31.68	32.69	33.72
11.0	27.25	28.11	28.98	29.88	30.79	31.74	32.74	33.66	34.8	35.91
12.0	28.95	29.83	30.74	31.69	32.7	33.71	34.75	35.83	36.94	38.11
13.0	30.61	31.56	32.53	33.54	34.58	35.69	36.77	37.91	39.1	40.3
14.0	32.29	33.29	34.32	35.38	36.5	37.62	38.72	39.98	41.21	42.51
15.0	33.96	35.03	36.11	37.22	38.38	39.58	40.8	42.06	43.38	44.73
16.0	35.65	36.75	37.9	39.06	40.24	41.5	42.8	44.14	45.49	46.91
17.0	37.31	38.45	39.65	40.88	42.14	43.46	44.8	46.19	47.61	49.13
18.0	38.97	40.17	41.43	42.73	44.05	45.41	46.81	48.26	49.79	51.35
19.0	40.66	41.92	43.22	44.55	45.94	47.38	48.83	50.35	51.93	53.55
20.0	42.3	43.64	44.97	46.39	47.82	49.31	50.83	52.41	54.02	55.75
21.0	44.0	45.35	46.77	48.21	49.69	51.25	52.84	54.49	56.15	57.96
22.0	45.68	47.09	48.55	50.05	51.6	53.2	54.86	56.57	58.31	60.16
23.0	47.41	48.83	50.31	51.81	53.38	54.97	56.62	58.31	60.07	61.87

Longevity: After 10 years - 102% of base wage
After 15 years - 104% of base wage
After 20 years - 106% of base wage

Employees hired on or after January 1, 2015 shall not be eligible for Longevity.

- A.2. Newly hired employees, after successfully completing their probationary period shall move to the next step after completing 1950 actual hours worked, inclusive of vacation and sick leave. Effective for all employees.
- A.3. Promoted employees shall move to that Step in the job classification to which they are promoted which represents an increase of at least 5%. They shall move an additional step after completion of 1950 actual hours worked, inclusive of vacation and sick leave. They shall move an additional step after each additional 1950 actual hours worked, inclusive of vacation and sick leave in their promotional job classification thereafter based on the successful completion of their probationary period only if they are evaluated by the EMPLOYER as satisfactorily performing their job duties. The EMPLOYER'S decision as to the employee's performance shall not be arbitrated under Step 4 of ARTICLE 6 and shall be grievable only through Step 3 of ARTICLE 6.
- A.4. If grade changes occur during the year, employees receiving a grade change shall be placed on the step that is equal to or above their existing wage rates effective immediately.
- A.5. Within one month of the date of the Minnesota Merit System's Memorandum notifying the Employer that a position has been reclassified at a higher level, the Agency Director will request that the County Board submit the position to the County's consultant for determination of the appropriate pay grade. If the consultant determines that the position should be paid at a higher pay grade, the incumbent employee(s) will be paid, in accordance with the wage schedule of the new position, retroactive to the date of the Minnesota Merit System's Memorandum notifying the Employer of the reclassification.

Reference only:

Job Classification	Grade
Office Support Spec	04.0
Child Enforcement Aide	05.0
Case Aide Trainer	06.0
Financial Worker	06.0
Fraud Prevention Spec	07.0
Social Worker	09.0
Child Support Officer	07.0

ATTACHMENT A

Letter of Understanding

This is a letter of understanding between Douglas County and AFSCME (Welfare Unit).

In the event the Employer determines to discontinue its Social Service Department through merger or consolidation, the Employer agrees to give the Union at least six (6) months advance notice of such discontinuance.

For Douglas County:

For AFSCME:

County Board Chair

President

County Coordinator

Business Agent

Date

Date