

**A G R E E M E N T**

between

**AITKIN COUNTY**

and

**HEALTH & HUMAN SERVICES EMPLOYEES  
AFSCME, AFL-CIO, LOCAL UNION #1283**

**JANUARY 1, 2017 - DECEMBER 31, 2018**

2015 – 2016 HEALTH & HUMAN SERVICES AGREEMENT

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## 2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

This Agreement, entered into on January 1, 2017, between Aitkin County, hereinafter referred to as the "Employer", and Local Union No. 1283, American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), hereinafter referred to as the "Union".

### **ARTICLE 1** **PURPOSE OF AGREEMENT**

#### Section A.

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties hereto.

#### Section B.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement. As representative of the employees, the Union may process grievances through the grievance procedure including arbitration in accordance with this Agreement or adjust or settle the same.

### **ARTICLE 2** **DEFINITION OF PERMANENT EMPLOYEE**

The term "permanent employee", as used in this Agreement, shall mean an employee who has been employed by Aitkin County in the Health & Human Services Department and who works regularly full-time or regularly part-time and averages fourteen (14) or more hours per week and more than sixty-seven (67) working days per calendar year, and who has completed a probationary period.

### **ARTICLE 3** **RECOGNITION**

The Board hereby recognizes Local Union No. 1283, American Federation of State, County and Municipal Employees Council 65, AFL-CIO, as the exclusive representative of all employees of the Aitkin County Health & Human Services Department who are employed for fourteen (14) or more hours per week or for more than sixty-seven (67) working days per calendar year or 100 days if a student as defined in PELRA, excluding supervisory employees, confidential employees, the Director and Health & Human Services supervisors, for the purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment as per certification by the State Bureau of Mediation Services dated May 17, 1976, and unit 1 as defined in Case No. 76-PR-901A.

### **ARTICLE 4** **PAYROLL DEDUCTION, AUTHORIZATION AND PROCEDURES**

#### Section A.

In Recognition of the Union as the Exclusive Representative

Subd. 1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and

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administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Subd. 3. 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, in an electronic Excel format or via U.S. mail.

### Section B.

Fair Share Fee. The Union may collect a Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sec. 179A.06, Subd. 3.

### Section C.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

### Section D.

If an employee desires to terminate deduction of Union dues from their payroll check, they shall notify in writing the Secretary of the Union and the Director of the Health & Human Services Department, thirty (30) days prior to this termination.

## **ARTICLE 5**

## **HOURS OF WORK**

### Section A.

The normal work week for employees of this unit shall be eight (8) hours per day, forty (40) hours per week. The regular work day shall start at 8:00 a.m. and shall end at 4:30 p.m. allowing a half (1/2) hour lunch each day. The normal workdays shall be Monday through Friday. Flexible work schedules may be established with approval of the Department Head. Under management rights, the County Board, at any time, can define the working hours of departments.

### Section B.

Overtime compensation will be based on status under the Fair Labor Standards Act. Non-exempt employees who are assigned by the Employer to work in excess of forty (40) hours in a work week shall be permitted compensatory time off as described in the next paragraph or shall be compensated for such overtime hours at the rate of one and one-half (1 ½) time the regular straight time rate of pay.

At the discretion of the Director, all employees shall be permitted compensatory time off for hours worked in excess of forty (40) hours in any one (1) week at the rate of time and one-half (1 ½) subject to the following provisions:

- a) employees must obtain prior approval from their supervisor for accrual of compensatory time off in lieu of overtime pay; and
- b) use of compensatory time is subject to the prior approval of the employee's supervisor and the needs of the department; and

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c) the maximum compensatory time accrual shall be thirty-two (32) hours; and

d) employees who have used at least ten (10) PTO days in the current calendar year may elect to cash out any unused compensatory time hours left at the end of each calendar year so as to not carry a balance forward into the subsequent year.

**Section C. Call Back.**

Employees who are called back to work after completing the scheduled work day, or are called out for work during scheduled time off shall receive a minimum of two (2) hours pay at time and one-half (1-1/2). In the event an employee receives a duty-related telephone call that does not require the employee to leave home, time shall be compensated in 15 minute increments at the appropriate rate in accordance with Article 5.

**ARTICLE 6**

**PERSONAL LEAVE**

Full-time (probationary and non-probationary) employees shall be granted 8 hours of personal leave each quarter, and may accumulate up to 32 hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death.

Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. Seasonal and temporary employees are not entitled to personal leave with pay.

**ARTICLE 7**

**HOLIDAYS**

**Section A.**

All full-time employees (probationary and non-probationary) shall be entitled to the following paid eight (8) hour holidays:

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

Part-time (probationary and non-probationary) employees shall be entitled to holiday pay on a pro-rated basis.

**Section B.**

In the event that a holiday falls on a Sunday, the following Monday shall be the paid holiday; and, if any of these fall on a Saturday, the preceding Friday shall be the paid holiday or the day commonly celebrated. If a holiday falls during the employee's PTO period, that day shall be paid as a holiday.

**ARTICLE 8A, effective 1/1/2017 through 2/04/2017, VACATION**

*Conversion from the current Vacation/Sick Leave program to the new PTO Bank/Extended Sick Leave Bank will be implemented on February 5, 2017. All of the language in Article 8A, Sections A-E, becomes void on 2/4/2017, end of day, and is replaced by the language in Article 8B on 2/5/2017.*

**Section A.**

Each full-time employee who has received permanent status shall receive an annual vacation with pay, based on a monthly accumulation of vacation days figured at a rate dependent on years of service with the Employer.

The following tables give these rates:

<u>Completed Years of Service</u>	<u>Rates of Accumulation of Vacation Days Per Month of Work</u>	<u>Working Days Employee May Earn as Vacation Per Year</u>
0 - 3	1	12 (96 hours)
3 - 5	1-1/4	15 (120 hours)
5 - 10	1-1/2	18 (144 hours)
10- 15	1-3/4	21 (168 hours)
15+	2	24 (192 hours)

Permanent part-time employees shall be entitled to vacation pay on a pro-rated basis.

If a documented medical emergency occurs while an employee is on scheduled vacation time, they shall be allowed to switch the vacation to sick leave, with the Director's approval.

**Section B.**

A probationary employee, new to the Agency, shall accumulate vacation days at the rate of one (1) day (8 hours) per month, but may not use any of these days for vacation until has obtained permanent status. The employee in a trial period due to a transfer within the Agency shall be entitled to normal vacation accumulation and use.

**Section C.**

An employee may use accumulated vacation days as sick leave if the employee has exhausted their accumulated sick leave, upon request of the employee and approval of the Director.

**Section D.**

Full-time employees may accumulate up to twenty-four (24) (192 hours) vacation days.

Part-time employees may accumulate up to a total of 40 hours of vacation.

**Section E.**

Upon termination of employment, permanent employees shall be paid for any accumulated vacation credits, unless the employee is terminated for just cause.

In the event of the death of an employee, the employee's accumulated vacation credits shall be paid to the employee's estate.

**ARTICLE 8B, effective starting 2/5/2017 PAID TIME OFF (PTO)**

*On February 5, 2017, employees unused sick leave on account will be transferred to an Extended Sick Leave Bank (up to 720 hours max) and unused vacation leave on account will be transferred to a PTO Bank (up to 272 hours max). The employees covered by this Agreement will begin to accrue and use PTO time based on the modified language of the Agreement effective February 5, 2017.*

**Section A.**

Employees will receive PTO that will accrue on a per payroll period basis. Full-time (probationary and non-probationary) employees shall accrue PTO benefits based on the following table:

<b>Annual Completed Years of Service</b>	<b>Rate of Accumulation PTO Days per Month</b>	<b>Annual Days of PTO</b>
0	1.75	21
3	2.00	24
5	2.25	27
10	2.50	30
15+	2.75	33

**Section B.**

Employees who have used at least twelve (12) PTO days in the previous twelve-month period may elect pay in lieu of PTO for up to ten (10) days once in any calendar year.

**Section C.**

Employees may not accrue more than 34 days (272 hours) at any time.

**Section D.**

Upon separation of service, employee will be paid for any unused PTO, up to the maximum accrued amount, unless the employee is terminated for just cause. In the event of the death of an employee, the employee's accumulated PTO credits shall be paid to the employee's estate.

**Section E.**

Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the extended sick leave bank where there is no severance payment upon separation of service. At no time can the extended sick leave bank exceed 720 hours (90 working days). PTO that has been transferred to the extended sick leave bank can only be used in accordance with the sick leave provisions in Article 9.

**Section F.**

Part-time employees shall be entitled to PTO benefits on a pro-rated basis, up to a total of 40 hours PTO at any time. Seasonal and temporary employees are not eligible to accrue PTO benefits.

**Section G.**

PTO benefits shall only accrue when an employee is in a paid status or on an approved military leave. PTO benefits shall not be earned by any employee during a leave of absence without pay, suspension without pay, or time otherwise not paid.

Section H.

In order to assure the orderly performance and continuity of services provided, employees wishing to schedule time off should request PTO as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested time off. Requests for PTO usage shall be granted by the Department Head or designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of services. It may be necessary to limit the number of employees taking PTO at the same time or during an event or particular period of time. Such requests, however, shall not arbitrarily be denied. Requests for time off will be processed giving preference to the order in which the requests are received. In the event requests are received at the same time for the same time off period, then time-in-department will be the determining factor.

Section I.

Probationary employees may use accrued PTO with supervisory approval.

**ARTICLE 9A, effective 1/1/2017 through 2/04/2017, SICK LEAVE / CARE OF RELATIVES**

*Conversion from the current Vacation/Sick Leave program to the new PTO Bank/Extended Sick Leave Bank will be implemented on February 5, 2017. All of the language in Article 9A, Sections A-B, becomes void on 2/4/2017, end of day, and is replaced by the language in Article 9B on 2/5/2017.*

Section A.

Sick leave with pay shall be granted to all full-time (probationary and non-probationary) employees at the rate of one (1) day (8 hours) per month of continuous employment and shall be allowed to accumulate any unused sick leave from year to year up to a total of one hundred twenty (120) days (960 hours). Employees begin earning sick leave as of the day of employment and may use sick leave during the probationary period.

Part-time (probationary and non-probationary) employees shall be entitled to sick leave pay on a pro-rated basis up to a total of 40 hours.

Section B.

Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care. For the purpose of this paragraph, immediate family is defined as; spouse, child, step child, adult child, parent, step parent, mother-in-law, father-in-law, or grandchild. The Department Head may require a doctor's certificate showing the nature of an injury or illness. The County will administer FMLA in accordance with County policy.

Sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.

**ARTICLE 9B, effective 2/5/2017, EXTENDED SICK LEAVE BANK / CARE OF RELATIVES**

Section A.

Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such



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treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care. For the purpose of this paragraph, immediate family is defined as; spouse, child, step child, adult child, parent, step parent, mother-in-law, father-in-law, or grandchild. The County will administer FMLA in accordance with County policy. To the extent that state statute (§181.9413) or regulations change, this policy shall be construed as consistent with those changes.

Sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.

### Section B.

An employee must notify the employee's supervisor of sick leave usage prior to the employee's starting time, unless an emergency prevents the employee from doing so. Failure to give such notice may be cause for disciplinary action.

### Section C.

The County reserves the right to require written medical certification from an employee.

### Section D.

In the event of three (3) consecutive days of absence or in cases of the repeated and systematic absence of an employee, the Department Head may require a medical statement from an appropriate medical authority before granting sick leave, as well as verification that an employee is able to perform the duties of employment before the employee is allowed to return to work.

## **ARTICLE 10**

### **FUNERAL LEAVE**

Full-time (probationary and non-probationary) employees will be allowed a maximum of three (3) days (24 hours) leave without loss of pay when a death occurs in an employee's family, namely: husband, wife, son, daughter, step sibling, father, mother, sister, brother, sister in law, brother in law, father in law, mother in law, daughter in law, son in law, grandparents, grandchildren, step children and step parents. Two (2) additional days (16 hours) may be allowed if necessary subject to the approval of the Director. Additional time, if needed, may be allowed by the County Board, but such additional time in excess of five (5) days (40 hours) indicated above shall be charged against the employee's extended sick leave bank.

Part-time (probationary and non-probationary) employees employed 20 or more hours per week on average shall be entitled to funeral leave on a pro-rated basis.

If a need for funeral leave occurs while an employee is on scheduled PTO or other paid leave, the terms and conditions stated above will take effect upon notification to the Director and the PTO time will be adjusted accordingly and charged against the employee's extended sick leave bank.

## **ARTICLE 11**

### **SENIORITY**

#### **Section A.**

All employees of the Aitkin County Health & Human Services Department covered by this Agreement shall be granted seniority standing. Three (3) seniority lists shall be maintained - one (1) for the professional staff; one (1) for the clerical staff; and one (1) for the support personnel. Standing is to be determined on the basis of total length of continuous employment in the Aitkin County Health & Human Services Department. All new employees permanently hired by the Board shall be on probation for a period of six (6) months, and upon

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successful completion of such probationary period, their seniority will revert to the first day of employment. During such six (6) months of employment, employees may be discharged by the Employer without cause, and no grievance may be filed for such termination. Employees probation may be extended for an additional period not to exceed three (3) months should the Director find it necessary. If the Director chooses to extend the employee's probationary period, he or she shall so inform the employee in writing of the specific reasons for such extension within fifteen (15) days.

### Section B.

An employee shall lose seniority for the following reasons:

1. Voluntary quit.
2. Discharge for cause.
3. Layoff for longer than one (1) year.
4. Failure to return at the expiration of a leave of absence.
5. Absence more than one (1) year due to illness or serious injury. This may be extended by mutual agreement.

### Section C.

In the event of a reduction of force or the elimination of position, the order of separation shall be based upon seniority and qualifications for the available positions. Any employee laid off shall be entitled to re-employment to a position for which they are qualified for a period not to exceed one (1) year.

In the event of a reduction of force or elimination of position, a senior laid-off employee may bump into any position, laterally or downward, held by the least senior employee, if the senior employee is qualified to perform the duties of that position.

### Section D.

Seniority lists for three (3) classes of employees: (1) Clerical; (2) Support; (3) Professional, shall be updated and posted annually.

### Section E.

The job classification for each of the aforementioned classes of employees shall be as listed in Appendix A of this Agreement.

### Section F.

Employees who transfer or promote to a new position would serve a three (3) month trial period. During the trial period, either the employee or the County could request that the employee return to their previous position and rate of pay. The trial period may be extended one additional month by mutual agreement. Any employee filling a vacancy that the trial employee returns to shall also revert back to their former position and rate of pay. If the trial employee returns to their original position, the Employer may elect to re-post the vacancy or fill the position with the next qualified candidate from the original posting.

### Section G.

Notices of all vacancies and newly created positions shall be posted on employee bulletin boards. The employees shall be given five (5) working days time in which to make application to fill such vacancy or newly created position.

**ARTICLE 12**

**GRIEVANCE PROCEDURE**

Section A. Definition of a Grievance: 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. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of such Union representatives and of their successors when so designated.

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

Section D. Grievances, as defined by Article 12, Section A, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within fifteen (15) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the Employer designated representative's final answer in

Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within fifteen (15) working days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) working days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) working days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Union the Employer's answer in writing within five (5) working days after receipt of such Step 3 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 3 may be appealed to Step 4 within five (5) working days

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following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 within five (5) working days shall be considered waived.

Step 4. If no settlement is reached in Step 3, the grievance shall be submitted to arbitration, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) working days after submission of the grievance to arbitration, either party may then request of the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall enter and strike one name until one name remains. The last remaining individual shall be designated as arbitrator. The grieving party shall strike first. The hearing on the grievance will be held promptly by the arbitrator, and the decision shall be rendered within thirty (30) days of the date of hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

### Section E. Arbitrator's Authority:

Subd. 1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions 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 submitted.

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Subd. 2. 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's decision shall be submitted in writing within thirty (30) days following the end of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section F. 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 in writing, 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 and move the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union in writing.

Section G. Choice of Remedy: 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 4 of Article 12 or a procedure such as: Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 12, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 12, or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making subsequent appeal through Step 4 of Article 12 except that with respect to statutes under the jurisdiction of the United States Equal Opportunity Employment Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

### ARTICLE 13

#### SAVINGS CLAUSE

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 within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision shall be null and void and the parties may, if they mutually agree, negotiate language to replace the voided provision. All other provisions shall continue in full force and effect.

### ARTICLE 14

#### WAGE ADMINISTRATION

##### Section A.

If an employee's salary currently exceeds the maximum of their pay scale, their salary will be frozen until the pay scale catches up.

##### Section B.

An employee who is promoted to a higher paid classification would be placed on the step in the new pay range

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that gives them an increase of at least \$0.25 (twenty five cents) per hour, Thereafter, the employee would receive step increases as provided for by the Agreement.

An employee who posts for a job at a lower classification pay rate or who exercises seniority preference into a lower classification would move to the lower classification at the same longevity step as their previous position.

An employee whose job classification is upgraded will be placed on the step in the new pay range that results in at least a \$0.75 per hour increase.

### Section C.

**Effective January 1, 2017**, employees covered by this Agreement shall be paid in accordance with Appendix B.

1/1/2017 3.0% general adjustment, no step increase.

1/1/2017 \$575.00 one-time lump sum payment (taxable income) to all full-time employees who have 15 or more years of service with Aitkin County as of 12/31/2016.

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

**Effective January 1, 2018**, employees covered by this Agreement shall be paid in accordance with Appendix B.

1/1/2018 0% general adjustment. Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1, 2018.

1/1/2018 \$575.00 one-time lump sum payment (taxable income) to all full-time employees who have 15 or more years of service with Aitkin County as of 12/31/2017.

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

All employees shall remain at their rate of pay at the expiration date of this Agreement until a new Agreement is executed by the parties.

## **ARTICLE 15**

### **MANAGEMENT RIGHTS**

#### Section A.

The employer retains the right to operate and manage all manpower facilities and equipment, to establish functions and programs, to set and amend budgets, to determine the utilization of technology, to establish and modify the organizational structure, to select, direct and determine the number of personnel, to determine whether to purchase or provide regular service, to establish and change work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

#### Section B.

Any term or condition of employment not specifically established by this Agreement shall remain solely within

the discretion of the Employer to modify, establish or eliminate following written notification to the Union.

**ARTICLE 16**

**GROUP INSURANCE**

Section A. Group Health Insurance, VEBA, and HSA

The Employer agrees to offer a Group Health Insurance plan equivalent to existing coverage, subject to the provisions of this Article and limitations, benefit and conditions established by the contract with the insurance carrier. The aggregate value of benefits provided by the group health insurance contract for employees covered by this collective bargaining agreement shall not be reduced, unless the employer and union agree to a reduction in benefits.

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.

The Employer shall contribute on behalf of eligible permanent and probationary employees working thirty (30) or more hours per week as follows:

<b>HSA Compatible Plan</b>	<b>Employer's Share of the Premium per month</b>	<b>Employee's Share of the Premium per month</b>
Single	\$502.48 per month for 2017. To be determined for 2018.	\$0/month for 2017. \$0/month for 2018.
Single + 1	\$1,005.24 per month for 2017. To be determined for 2018.	\$150.00/month for 2017. \$150.00/month for 2018.
Family	\$1,142.82 per month for 2017. To be determined for 2018.	\$300.00/month for 2017. \$300.00/month for 2018.

The Employer's contribution shall not exceed the cost of the premium.

The employer may offer a waiver plan by county policy.

The employee may "buy up" to available higher cost plans by paying the premium difference. However, note, there is no employer HSA contribution offered on the higher cost plans.

Effective January 1, 2017, the Employer shall make a contribution to each eligible employee's HSA account, pro-rated by pay period [over 24 pay periods per year], as follows:

Single	\$2,260 per year, pro-rated by pay period
Single + 1	\$3,260 per year, pro-rated by pay period
Family	\$3,260 per year, pro-rated by pay period

Eligible employees will receive a pro-rated HSA contribution for all pay periods in which the employee is in a compensated payroll status or on FMLA.

## 2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

The Employer shall be obligated to make only one (1) HSA account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution on behalf of the employee.

### Section B.

The County Board agrees to provide and pay for a life insurance policy of \$15,000 for all employees, and to provide life insurance coverage in the amount of \$10,000 for their spouses and dependents to age 26.

### Section C.

Full-time permanent employees shall have the option to purchase long-term disability insurance and other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the Employer and insurance carrier.

## **ARTICLE 17**

### **FAMILY AND MEDICAL LEAVE**

#### Section A.

Family and Medical Leave shall be granted in accordance with legal mandates and Aitkin County policy.

#### Section B.

The probationary period shall be extended by a period of time equal to the total number of calendar days on leave.

## **ARTICLE 18**

### **DISCIPLINE**

#### Section A.

Disciplinary action may be imposed upon a permanent employee only for just cause. Any disciplinary action imposed may be processed as a grievance through the regular grievance procedure as provided, except that oral reprimands may not be processed beyond Step 3 of the grievance procedure. Disciplinary action shall include only the following: (A) oral reprimand; (B) written reprimand; (C) suspension; (D) demotion; or (E) discharge.

The Employer shall not take disciplinary action against an employee unless the employee has been given the opportunity to have a Union representative present. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

#### Section B.

An employee may be temporarily suspended for just cause. The employee shall be notified of the reasons for the suspension, in writing, at the time of suspension. If the employee feels they have been suspended without just cause or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within ten (10) working days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full, partial, or no pay for any time lost as a result of the suspension.

An employee suspended for just cause shall accrue no benefits during that period.

#### Section C.

An employee shall be discharged only for just cause. An action to discharge an employee shall be taken by the appointing authority only after a hearing upon due notice, upon stated charges, in writing. The statement of



charges and the notice of hearing shall be filed with the employee at least ten (10) working days in advance of the hearing. The employee and the Union shall have the right to present witnesses, introduce evidence and to examine witnesses and evidence during the period in which the hearing takes place, but his or her name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be reinstated with full, partial or no pay.

**ARTICLE 19**

**GENERAL PROVISIONS**

Section A.

Employees may be permitted to attend Health & Human Services conferences or workshops provided that the Agency has adequate staff to provide the functions of the Agency as determined by the Health & Human Services Director. Employees must obtain prior approval of the Director.

Section B. Absence Due to Inclement Weather

As defined by county policy.

Section C. Mileage Reimbursement

Mileage allowance shall be paid to employees for authorized use of personal cars in connection with County business.

Section D. Unpaid Leave other than Family and Medical Leave:

Subd.1 The employee requesting a leave of absence up to thirty (30) calendar days, may apply for same in writing to the Department Head for consideration of their approval. The request shall include the length of leave requested and the reason for said leave. The Department Head shall approve or deny said request within five (5) working days of the request. Emergency requests shall be considered at the time received.

Subd.2 The employee requesting a leave of absence greater than thirty (30) calendar days may apply for same in writing to the County Administrator for consideration of their approval. The request shall include the length of leave requested and the reason for said leave.

Subd.3 Employees who are on an unpaid leave of absence shall receive no pay or benefits as apply to sick leave, holidays, PTO, etc., and shall accrue seniority for a period of thirty (30) calendar days only.

Subd.4 Temporary employees may be used to fill in for employees who are on a authorized leave of absence. Such employees shall be notified that the position they are filling is of a temporary nature and will cease upon the return of the individual who is on the leave of absence.

Subd.5 The probationary period shall be extended by a period of time equal to the total number of calendar days on leave.

Section E. Liability

Aitkin County agrees to cover its employees with an error and omissions insurance policy.

Section F. Expenses

Aitkin County Health & Human Services will reimburse employees for necessary, reasonable, actual expenses incurred in the performance of their duties outside of Aitkin County except for conferences held within the County. Prior approval must be secured from the Director.

Section G. Educational Tuition

The cost of participation in formalized course of study will be reimbursed to an employee who has permanent status in the amount equal to one-third (1/3) of the tuition cost, provided:

1. That the course is germane to the duties of the employee's job.
2. That the employee satisfactorily completes the course and receives either a "P" in a Pass/No Pass course, or a "B-" in an A-F Course.
3. That the employee remains in the employment of Aitkin County for one (1) year following completion of the course. (Employees who are receiving Education Tuition as of 7/24/2014 will be required to remain in employment for six months following completion of the course.)
4. That the course be recommended by the Director and approved by the County Board prior to taking the course.

It shall be noted that the cost of "tuition" is covered; this does not include books or other assessed administrative fees.

Section H. Notice to Personnel File

Employees shall be notified of any entry to their personnel file concerning performance evaluations or discipline.

Section I.

Jury Duty: Employees required to serve on jury duty shall be paid the difference between pay for such jury duty and their normal earnings for all full days absence. Employees shall keep expenses reimbursed to them by the court for jury duty services. If an employee is excused from jury duty after reporting and returning to work, they shall suffer no loss in pay for the day.

**ARTICLE 20**

**TIME OFF FOR UNION ACTIVITIES**

Section A.

An employee elected by the Union to represent such Union at International, State or District meetings which require absence from duty shall be granted the necessary time off to attend such meeting without pay and without discrimination and without loss of seniority rights or any other rights granted by the County Board.

<u>Type of Meeting</u>	<u>Number of Delegates</u>	<u>Maximum Time Allowed</u>
International	2	9 calendar days
State Federation	2	7 calendar days
State Council	3	2 calendar days
District	3	1 calendar day

Section B.

In the event that additional time off is necessary for these or other Union business, such additional time off may

be granted subject to the approval of the County Board.

Section C.

The County Board will pay up to three (3) employees for the time spent in negotiations.

**ARTICLE 21**

**DURATION OF AGREEMENT**


This Agreement shall continue in full force and effect from January 1, 2017 until December 31, 2018, and from year to year thereafter unless either party hereto shall give written notice sixty (60) days prior to the annual expiration date of a desire to terminate or amend said Agreement.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this date.

BOARD OF COMMISSIONERS  
COUNTY OF AITKIN, MINNESOTA


COUNTY OF AITKIN

LOCAL UNION NO. 1283  
A.F.S.C.M.E., AFL-CIO

  
\_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
AFSCME Staff Representative

  
\_\_\_\_\_  
Interim County Administrator

  
\_\_\_\_\_  
Chapter Chairperson

  
\_\_\_\_\_  
Human Resources Director

*Nov. 9, 2016*

*10/25/2016*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

APPENDIX A

JOB CLASSIFICATIONS  
as of January 1, 2017

<u>Job Title</u>	<u>Grade</u>
OFFICE SUPPORT SPECIALIST	2
COMMUNITY SUPPORT TECHNICIAN (VACANT)	3
ACCOUNT TECHNICIAN-FAMILY SER.	4
CASE AIDE	4
CHILD SUPPORT ENFORCEMENT AIDE	4
FAMILY BASE SERVICE PROVIDER	4
ELIGIBILITY WORKER (AKA FINANCIAL WORKER)	5
CHILD SUPPORT OFFICER 1	6
SOCIAL WORKER	9

2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

APPENDIX B

WAGES

2017 3% general adjustment, no steps, effective 1/1/2017															
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/O
20	\$ 41.87	\$43.11	\$44.38	\$45.69	\$47.04	\$48.43	\$49.86	\$51.34	\$52.86	\$54.43	\$56.04	\$57.70	\$59.41	\$61.17	\$ 62.47
19	\$ 40.32	\$41.51	\$42.74	\$44.00	\$45.30	\$46.64	\$48.02	\$49.44	\$50.90	\$52.41	\$53.96	\$55.56	\$57.21	\$58.90	\$ 60.15
18	\$ 38.78	\$39.92	\$41.10	\$42.31	\$43.56	\$44.85	\$46.17	\$47.54	\$48.95	\$50.39	\$51.89	\$53.42	\$55.01	\$56.64	\$ 57.83
17	\$ 37.23	\$38.33	\$39.46	\$40.63	\$41.82	\$43.06	\$44.33	\$45.64	\$46.99	\$48.38	\$49.81	\$51.28	\$52.80	\$54.37	\$ 55.52
16	\$ 35.69	\$36.74	\$37.82	\$38.94	\$40.08	\$41.27	\$42.49	\$43.74	\$45.03	\$46.36	\$47.73	\$49.15	\$50.60	\$52.10	\$ 53.20
15	\$ 34.14	\$35.15	\$36.18	\$37.25	\$38.35	\$39.48	\$40.64	\$41.84	\$43.07	\$44.35	\$45.66	\$47.01	\$48.40	\$49.83	\$ 50.88
14	\$ 32.60	\$33.56	\$34.54	\$35.56	\$36.61	\$37.69	\$38.80	\$39.94	\$41.12	\$42.33	\$43.58	\$44.87	\$46.19	\$47.56	\$ 48.56
13	\$ 31.05	\$31.97	\$32.90	\$33.87	\$34.87	\$35.89	\$36.95	\$38.04	\$39.16	\$40.32	\$41.50	\$42.73	\$43.99	\$45.29	\$ 46.25
12	\$ 29.51	\$30.37	\$31.27	\$32.18	\$33.13	\$34.10	\$35.11	\$36.14	\$37.20	\$38.30	\$39.43	\$40.59	\$41.79	\$43.02	\$ 43.93
11	\$ 27.96	\$28.78	\$29.63	\$30.50	\$31.39	\$32.31	\$33.26	\$34.24	\$35.25	\$36.28	\$37.35	\$38.45	\$39.59	\$40.75	\$ 41.61
10	\$ 26.42	\$27.19	\$27.99	\$28.81	\$29.65	\$30.52	\$31.42	\$32.34	\$33.29	\$34.27	\$35.28	\$36.31	\$37.38	\$38.48	\$ 39.29
9	\$ 24.87	\$25.60	\$26.35	\$27.12	\$27.91	\$28.73	\$29.57	\$30.44	\$31.33	\$32.25	\$33.20	\$34.17	\$35.18	\$36.22	\$ 36.98
8	\$ 23.33	\$24.01	\$24.71	\$25.43	\$26.17	\$26.94	\$27.73	\$28.54	\$29.37	\$30.24	\$31.12	\$32.04	\$32.98	\$33.95	\$ 34.66
7	\$ 21.78	\$22.42	\$23.07	\$23.74	\$24.43	\$25.15	\$25.88	\$26.64	\$27.42	\$28.22	\$29.05	\$29.90	\$30.77	\$31.68	\$ 32.34
6	\$ 20.24	\$20.83	\$21.43	\$22.05	\$22.70	\$23.36	\$24.04	\$24.74	\$25.46	\$26.20	\$26.97	\$27.76	\$28.57	\$29.41	\$ 30.02
5	\$ 18.69	\$19.24	\$19.79	\$20.37	\$20.96	\$21.57	\$22.19	\$22.84	\$23.50	\$24.19	\$24.89	\$25.62	\$26.37	\$27.14	\$ 27.71
4	\$ 17.15	\$17.64	\$18.15	\$18.68	\$19.22	\$19.77	\$20.35	\$20.94	\$21.55	\$22.17	\$22.82	\$23.48	\$24.17	\$24.87	\$ 25.39
3	\$ 15.60	\$16.05	\$16.51	\$16.99	\$17.48	\$17.98	\$18.50	\$19.04	\$19.59	\$20.16	\$20.74	\$21.34	\$21.96	\$22.60	\$ 23.07
2	\$ 14.06	\$14.46	\$14.87	\$15.30	\$15.74	\$16.19	\$16.66	\$17.14	\$17.63	\$18.14	\$18.66	\$19.20	\$19.76	\$20.33	\$ 20.75
1	\$ 12.51	\$12.87	\$13.24	\$13.61	\$14.00	\$14.40	\$14.81	\$15.24	\$15.67	\$16.12	\$16.59	\$17.07	\$17.56	\$18.06	\$ 18.44
2018 0% general adjustment, plus one step for eligible employees, up to the Maximum 1/1/2018															
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/O
20	\$ 41.87	\$43.11	\$44.38	\$45.69	\$47.04	\$48.43	\$49.86	\$51.34	\$52.86	\$54.43	\$56.04	\$57.70	\$59.41	\$61.17	\$ 62.47
19	\$ 40.32	\$41.51	\$42.74	\$44.00	\$45.30	\$46.64	\$48.02	\$49.44	\$50.90	\$52.41	\$53.96	\$55.56	\$57.21	\$58.90	\$ 60.15
18	\$ 38.78	\$39.92	\$41.10	\$42.31	\$43.56	\$44.85	\$46.17	\$47.54	\$48.95	\$50.39	\$51.89	\$53.42	\$55.01	\$56.64	\$ 57.83
17	\$ 37.23	\$38.33	\$39.46	\$40.63	\$41.82	\$43.06	\$44.33	\$45.64	\$46.99	\$48.38	\$49.81	\$51.28	\$52.80	\$54.37	\$ 55.52
16	\$ 35.69	\$36.74	\$37.82	\$38.94	\$40.08	\$41.27	\$42.49	\$43.74	\$45.03	\$46.36	\$47.73	\$49.15	\$50.60	\$52.10	\$ 53.20
15	\$ 34.14	\$35.15	\$36.18	\$37.25	\$38.35	\$39.48	\$40.64	\$41.84	\$43.07	\$44.35	\$45.66	\$47.01	\$48.40	\$49.83	\$ 50.88
14	\$ 32.60	\$33.56	\$34.54	\$35.56	\$36.61	\$37.69	\$38.80	\$39.94	\$41.12	\$42.33	\$43.58	\$44.87	\$46.19	\$47.56	\$ 48.56
13	\$ 31.05	\$31.97	\$32.90	\$33.87	\$34.87	\$35.89	\$36.95	\$38.04	\$39.16	\$40.32	\$41.50	\$42.73	\$43.99	\$45.29	\$ 46.25
12	\$ 29.51	\$30.37	\$31.27	\$32.18	\$33.13	\$34.10	\$35.11	\$36.14	\$37.20	\$38.30	\$39.43	\$40.59	\$41.79	\$43.02	\$ 43.93
11	\$ 27.96	\$28.78	\$29.63	\$30.50	\$31.39	\$32.31	\$33.26	\$34.24	\$35.25	\$36.28	\$37.35	\$38.45	\$39.59	\$40.75	\$ 41.61
10	\$ 26.42	\$27.19	\$27.99	\$28.81	\$29.65	\$30.52	\$31.42	\$32.34	\$33.29	\$34.27	\$35.28	\$36.31	\$37.38	\$38.48	\$ 39.29
9	\$ 24.87	\$25.60	\$26.35	\$27.12	\$27.91	\$28.73	\$29.57	\$30.44	\$31.33	\$32.25	\$33.20	\$34.17	\$35.18	\$36.22	\$ 36.98
8	\$ 23.33	\$24.01	\$24.71	\$25.43	\$26.17	\$26.94	\$27.73	\$28.54	\$29.37	\$30.24	\$31.12	\$32.04	\$32.98	\$33.95	\$ 34.66
7	\$ 21.78	\$22.42	\$23.07	\$23.74	\$24.43	\$25.15	\$25.88	\$26.64	\$27.42	\$28.22	\$29.05	\$29.90	\$30.77	\$31.68	\$ 32.34
6	\$ 20.24	\$20.83	\$21.43	\$22.05	\$22.70	\$23.36	\$24.04	\$24.74	\$25.46	\$26.20	\$26.97	\$27.76	\$28.57	\$29.41	\$ 30.02
5	\$ 18.69	\$19.24	\$19.79	\$20.37	\$20.96	\$21.57	\$22.19	\$22.84	\$23.50	\$24.19	\$24.89	\$25.62	\$26.37	\$27.14	\$ 27.71
4	\$ 17.15	\$17.64	\$18.15	\$18.68	\$19.22	\$19.77	\$20.35	\$20.94	\$21.55	\$22.17	\$22.82	\$23.48	\$24.17	\$24.87	\$ 25.39
3	\$ 15.60	\$16.05	\$16.51	\$16.99	\$17.48	\$17.98	\$18.50	\$19.04	\$19.59	\$20.16	\$20.74	\$21.34	\$21.96	\$22.60	\$ 23.07
2	\$ 14.06	\$14.46	\$14.87	\$15.30	\$15.74	\$16.19	\$16.66	\$17.14	\$17.63	\$18.14	\$18.66	\$19.20	\$19.76	\$20.33	\$ 20.75
1	\$ 12.51	\$12.87	\$13.24	\$13.61	\$14.00	\$14.40	\$14.81	\$15.24	\$15.67	\$16.12	\$16.59	\$17.07	\$17.56	\$18.06	\$ 18.44

2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

MEMORANDUM OF AGREEMENT (CHRISTMAS EVE)

This Memorandum of Agreement is entered into between Aitkin County (hereafter “County”) and Local No. 1283, AFSCME Council 65, AFL-CIO (hereafter “Union”)

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

**WHEREAS**, during negotiations for the 2017-2018 collective bargaining agreement, the Union requested Christmas Eve be added as a holiday with the intent that when the holiday falls on a Sunday, the following day shall be observed as a holiday and when the holiday falls on a Saturday, it shall be observed on the previous Friday; and

**WHEREAS**, the County is not interested in adding a new holiday to the collective bargaining agreement; and

**WHEREAS**, December 24, 2017 falls on a Sunday and the courthouse is already closed the following day for the Christmas holiday; and

**WHEREAS**, December 24, 2018 falls on a Monday when the courthouse, including HHS, is open for business and courts are in session; and

**WHEREAS**, the union shared the importance of Christmas Eve to its membership and expressed an understanding that some employees may be required to work on December 24, 2017 and/or December 24, 2018 as assigned;

**NOW, THEREFORE**, the parties agree as follows:

1. The parties agree that employees under this bargaining unit may be absent from their duties with pay, with department head approval, on Friday, December 22, 2017 (in recognition of Christmas Eve on December 24, 2017), and on Monday, December 24, 2018.
2. The parties agree the hours will not be stacked in any way to generate overtime pay.
3. The parties understand some employees will be required to work a full or partial day, as the offices will not be closed. Employees who are required to work on said date(s) will be allowed to take a different day off with pay (or remaining hours with pay for partial day(s)), as approved in advance by their department head.
4. When deciding which employees will be assigned to work in each HHS Division on December 22, 2017, and December 24, 2018, the department head or supervisory designee will first seek *volunteers* for the coverage areas needed, then assign starting with the *least senior qualified* employee, before, third, *requiring* an employee to work the full or partial day. For purposes of this section, HHS Divisions are defined as Accounting, Child Support, Financial Services, Front Office OSS/Case Aide, Public Health, Social Services (Adult Unit), and Social Services (Child Unit), and the department head or supervisory designee is responsible for determining which staff is qualified for the coverage areas needed.
5. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

**IN WITNESS WHEREOF**, the parties have caused this MOA to be executed this 11th day of October, 2016.

BOARD OF COMMISSIONERS  
COUNTY OF AITKIN, MINNESOTA  
COUNTY OF AITKIN

  
Board Chair

LOCAL UNION NO. 1283  
AFSCME, AFL-CIO

 11.9.2016  
AFSCME Staff Representative

**Memorandum of Agreement**  
(Weekends and Holidays On-Call Policy for Emergency Services and/or Child Protection Screenings)  
**AFSCME HHS Unit**

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Local No. 1283, AFSCME Council 65, AFL-CIO (hereafter "Union").

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act, with the current duration of agreement being January 1, 2017 until December 31, 2018; and

**WHEREAS**, Minnesota Administrative Rules 9560.0232 requires local social service agencies must be available 24 hours, seven days a week, including holidays, to respond to reports of child maltreatment containing imminent danger; and

**WHEREAS**, screening for imminent danger must occur immediately and no later than 24 hours; and

**WHEREAS**, this response system was required to be in place no later than January 1, 2017, and in Aitkin County was covered by a Social Worker assigned to Intake who volunteered to perform these services on weekends and holidays; and

**WHEREAS**, said Social Worker retired on April 27, 2018, prompting a review of the coverage requirement; and

**WHEREAS**, the Social Worker essential job functions include the following language: Conducts investigations of maltreatment for children and adults, develops plans for the safety of these populations, and responds to crises after normal business hours if necessary; and

**WHEREAS**, the AFSCME HHS Agreement permits time and one-half compensatory time off with supervisory approval or overtime pay for hours worked in excess of forty (40) hours in a work week; and

**WHEREAS**, the AFSCME HHS Agreement provides a minimum of two (2) hours pay at time and one-half to employees who are called back to work after completing the scheduled work day, or are called out for work during scheduled time off -- or in the event an employee receives a duty-related telephone call that does not require the employee to leave home, time shall be compensated in 15 minute increments; and

**WHEREAS**, it is the County's intent to assign one Social Worker on-call coverage for weekends and holidays.

**NOW, THEREFORE, BE IT RESOLVED**, that the County and the Union agree to the following Weekends and Holidays On-Call Policy for Emergency Services and/or Child Protection Screenings:

1. Social Workers (non-probationary, and probationary with supervisory approval) will serve as crisis responders and child protection screeners on weekends and holidays as provided in this MOA.
2. Nothing in this MOA is intended to remove the current job requirement that Social Workers must respond to crises after normal business hours if necessary. When non-case related emergencies arise during the week, the Sheriff's Office will have a list of all Social Workers and the order they should try to call them in. (Troy, just for clarification, Ashley/Becca are not on call every weekday.)
3. Each full-time Social Worker will be required to sign-up for a minimum of 3 on-call weekends per year; up to 2 consecutive weekends in a row are permitted. Procedurally, outside of this MOA, the Social Workers may opt to do these sign-ups by seniority; likewise for any remaining weekends or holidays in the calendar year. If there are available/open weekends or holidays, the Social Workers will find volunteers to fulfill the statutory obligation and provide for 24/7 coverage.
4. The intent is that sign-ups will be done around December 1<sup>st</sup> for the following calendar year and will not be re-opened throughout the year when vacancies arise. For example, if the most senior employee retires, his/her remaining on-call shifts will not be reassigned by seniority causing a ripple effect. Instead, those shifts will be informally available for any Social Worker to volunteer for. If there are available/open weekends or holidays, the Social Workers will find volunteers to fulfill the statutory obligation and provide for 24/7 coverage. [Sign-ups will be completed within 5 business days of signing this MOA for the remainder of 2018.]
5. Once committed to coverage Social Workers are responsible for securing their own alternate should they subsequently be unable to fulfill their assigned weekend / holiday on-call assignment. In the event of an emergent need the employer retains the right to assign staff as needed to fulfill their statutory obligation and provide for 24/7 coverage.
6. On-call coverage shall begin at 4:30 p.m. on the last recognized work day of the week, and continue until 8:00 a.m. on the next regularly scheduled work day.
7. On-call coverage shall begin at 4:30 p.m. on the last recognized work day prior to the observed holiday designated in Article 7 of the Labor Agreement and continue until 8:00 a.m. on the next regularly scheduled work day after the observed holiday designated in Article 7 of the Labor Agreement. In addition, the holiday benefits set forth in Article 7 apply to employees assigned to provide on-call coverage.
8. Holiday weekends will include Saturday, Sunday, and the observed holiday(s). Social Workers may split Saturday/Sunday from the observed holiday itself as long as on-call coverage is provided for both the weekend and holiday(s).
9. Social Workers who are on-call on an observed holiday designated in Article 7 of the Labor Agreement shall receive 8 hours of comp time (straight time) to be used within 45 days of accrual without generating added overtime pay. Hours not used within the 45 day period will be forfeited.
10. The employee is required to review a designated Child Protection screening email account two times daily, on or about 8:00 a.m. and 4:00 p.m., each day that they are providing screening coverage.
11. The employee assigned to provide on-call coverage shall be paid \$50.00 per day (which covers the initial 15 minutes of each email check), in addition to actual hours worked (beyond the initial 15 minutes), which shall be paid in accordance with the Labor Agreement.
12. In the event that there is an email in the Child Protection screening email account, the employee will be expected to open and read the email(s) and review the contents with the Child Protection Social Services supervisor. Together the employee and supervisor will determine whether the report meets criteria for imminent danger.
13. Employees who are on-call shall remain within 60 minutes of the County courthouse campus while on-call.



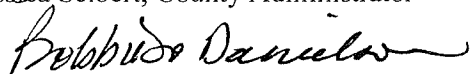
14. Employees who are on-call are strictly prohibited from use or consumption of alcohol or other substances that could impair the employee's skills, judgment, or ability to drive.
15. The email will be entered into SSIS by the on-call worker by Monday morning (or the Tuesday immediately following a holiday weekend). The Child Protection Intake Worker or Supervisor will complete the intake workgroup after the initial information is added; as is done for the back-up intake process.
16. The employee is expected to use their county-issued phone or laptop to check for Intakes. They will not need to remain in their home in order to perform these duties, but they must be available to check the email account on or about 8:00 a.m. and 4:00 p.m. on Saturdays, Sundays, and county holidays. An Internet-ready laptop with access to SSIS will be provided to the employee. In the event it is determined by the supervisor that more research is required to make the call with regards to imminent danger, the employee will be directed to access SSIS to research any additional information that will be helpful in the determination of imminent danger.
17. The parties agree to revisit this MOA during the upcoming contract negotiations session.
18. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed on this \_\_\_ day of May, 2018.

BOARD OF COMMISSIONERS  
COUNTY OF AITKIN, MINNESOTA  
COUNTY OF AITKIN

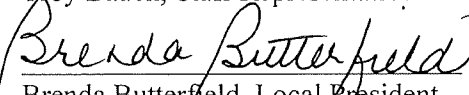
LOCAL UNION NO. 1283  
AFSCME, AFL-CIO

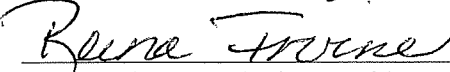
  
\_\_\_\_\_  
Jessica Seibert, County Administrator

  
\_\_\_\_\_  
Bobbie Danielson, HR Director

  
\_\_\_\_\_  
Cynthia Bennett, HHS Director

  
\_\_\_\_\_  
Troy Bauch, Staff Representative

  
\_\_\_\_\_  
Brenda Butterfield, Local President

  
\_\_\_\_\_  
Reina Irvine, Local Vice President

End of MOA