

# **LABOR AGREEMENT**

**Between**

**MINNESOTA PRAIRIE COUNTY ALLIANCE**

**and**

**American Federation of State, County and Municipal Employees, AFL-CIO  
Council 65, Local 1665**

**January 1, 2020 – DECEMBER 31, 2021**

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

- 1.1 This Agreement is entered into as of \_\_\_\_\_, between Minnesota Prairie County Alliance (MNPrairie), hereinafter called the “Employer,” and AFSCME Council 65, hereinafter called the “Union.”
- 1.2 The intent and purpose of this Agreement is to:
- A. Assure sound and mutually beneficial working and economic relationships between the parties;
  - B. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
  - C. Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

## **ARTICLE 2. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Sections 179A.09 and 402A.40, for:
- All employees of Minnesota Prairie County Alliance, Mantorville, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.*
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The Employer agrees not to enter into agreements covering terms and conditions of employment with bargaining unit members, either individually or collectively, which conflict with the terms and conditions of this Agreement.

## **ARTICLE 3. DEFINITIONS**

- 3.1 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.2 EMPLOYER: Minnesota Prairie County Alliance (MNPrairie).
- 3.3 UNION: Local 1665, Council 65.
- 3.4 UNION STEWARD: Employee elected, appointed or designated by the bargaining unit.
- 3.5 UNION REPRESENTATIVE: Non-employee representatives of the Union.

- 3.5 DAYS: Except as otherwise indicated in the Agreement, all references to days are working days.
- 3.6 PELRA: The Public Employment Labor Relations Act.
- 3.7 PART-TIME: An employee regularly scheduled to work a minimum of fourteen (14) hours per week but less than 40 hours per week.
- 3.8 FULL-TIME: An employee regularly scheduled to work 40 hours per week.
- 3.9. BASE PAY RATE: The Employee's basic hourly pay rate exclusive of overtime, premium or any other special allowances.
- 3.10 ANNIVERSARY DATE: For purposes of establishing the time frame for which an employee's annual performance review shall be conducted and for determining the effective date of an employee's step adjustment on the pay scale, if applicable, the anniversary date shall be defined as follows:

For employees who were hired by MNPrairie after January 1, 2015, the annually reoccurring date on which the employee was last hired or promoted.

For employees who transferred employment from Dodge County to MNPrairie on January 1, 2015, the annually reoccurring date on which the employee was last hired or promoted.

For employees who transferred employment from Steele County or Waseca County to MNPrairie on January 1, 2015, the annually reoccurring date on which the employee was last hired by Steele County or Waseca County, with the following exception. If such employee is promoted on or after January 1, 2016, the anniversary date shall be the annually reoccurring date on which the employee was last hired or promoted.

#### **ARTICLE 4. MANAGEMENT RIGHTS**

- 4.1 The Employer retains the full and unrestricted right to operate and manage all personnel, facilities and equipment; to establish functions, policies and programs; to set and amend budgets; to determine the utilization of personnel and technology; to establish and modify the organizational structure; to select, assign, direct and determine the number of personnel; to establish work schedules; to contract with vendors or others for goods and/or services; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to assign particular new functions and programs which are the responsibility of the Employer according to state law or rule and regulations having the force and effect of law; and to perform any managerial

function not specifically limited by this Agreement. All rights and authority which the Employer has not specifically abridged, delegated, or modified by express provisions of this Agreement are retained by the Employer.

## **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 and to remit such deductions to AFSCME Council 65 (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 preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail.
- 5.2 All employees who are 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 as provided by Minnesota Statutes 179A.06, Subdivision 3. The Employer, upon written notification by the Union, shall deduct from the wages of each non-member the amount so certified and transmit to the Union the total amount so deducted together with a list of the names of the employees from whose pay deductions were made and the amount of the deduction.
- 5.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgment brought or issued against the Employer as a result of action taken by the Employer under all provisions of Section 1 and 2 of this Article.
- 5.4 The Union may designate seven (7) employees from the bargaining unit to act as Union Stewards and the Local President and Local Vice President. The Union shall, notify the employer of all Union stewards within five (5) working days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards.
- 5.5 The Employer shall make space available on designated bulletin boards in each of the work facilities with multiple employees for posting Union notices and announcements. Upon request of the Union, the Employer shall provide an exclusive bulletin board.
- 5.6 The Union may use the Employer's teleconferencing equipment in order to conduct official union business outside of the normal business day with prior approval by the Executive Director, Human Resources Director or designee. The Union shall be responsible for the costs and set up of said communication.
- 5.7 Non-employee representatives of the Union shall be permitted to come on the premises of the Employer for a reasonable period of time for the purpose of negotiations or investigating and discussing grievances, provided the Union representative does not disrupt departmental operations. Representative shall give advance notice to the Executive Director, Human Resources Director or designees of his or her presence at the work site during working hours.
- 5.8 The Employer, or its designee, shall report to the Union the name, classification and work\_facility on all employees added to or removed from the bargaining unit within 30 days of the occurrence.

5.9 The Employer and the Union, mutually agree to establish a labor-management committee and bi-monthly meetings will be held with equal representation from Management and Labor.

## **ARTICLE 6. GRIEVANCE AND ARBITRATION PROCEDURE**

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

6.2 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 Union steward and/or Union representative and grievant employee and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union steward representative shall be allowed a reasonable amount of time, for the investigation or presentation of grievances during normal working hours provided the aggrieved employee and the steward have previously notified and received approval from their designated supervisor.

6.3 Procedure. Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee and/or the union steward/representative claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days after the first occurrence of the event constituting such alleged violation, or knowledge of the occurrence through the use of reasonable diligence, sign and present such grievance in writing to the Employer-designated Step 1 representative -- immediate supervisor or manager if the supervisor is not available. The Employer-designated Step 1 representative -- supervisor or manager -- will discuss the matter with the employee, and steward if the employee elects the steward's presence, and give an answer to such Step 1 grievance within ten (10) 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; shall be signed by the grievant; 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 to Step 2, the written grievance shall be presented by the Union and discussed with the Executive Director or designee. The Executive Director or designee shall give the Union representative the Employer's Step 2 answer in writing within ten (10) working days after the Step 2 grievance meeting.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the final Step 2 answer. Any grievance not appealed in writing to Step 3 or Step 4 by the Union within ten (10) working days shall be considered waived, unless both parties mutually agree to an extension of time.

Grievances relating to a suspension or discharge may be initiated by the Union at Step 2 of the grievance procedure.

Step 3. If not resolved at Step 2, either party may seek the assistance of the Bureau of Mediation Services in an attempt to resolve the grievance prior to going to Step 4.

Step 4. Arbitration - If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after the employee and Union's receipt of the Employer's written answer in Step 2 or the date of mediation if Step 3 is utilized or from the date the Mediator stated the mediation process is concluded.

The selection of the arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The arbitrator shall notify the Union representative and the Employer of his/her decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. 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 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.

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(s) 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 decision shall be binding upon both the Employer and the Union and shall be based solely upon the express terms of this Agreement and on the facts of the grievance presented.

6.4 Time Limits and 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 by 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 Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

6.5 If, as a result of the Employer response in Step 2, the grievance involves the suspension, demotion or discharge of an employee who has completed the required orientation period, the grievance may be appealed to either Step 4 of Article 6 or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 6, the grievance



is not subject to the arbitration procedure as provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 4 of Article 6 or another appeal procedure – and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee from making an additional appeal through any other procedure.

The election set forth shall not apply to claims subject to the jurisdiction of the United States Equal Opportunity Commission.

## **ARTICLE 7. PROBATION PERIOD**

### **INITIAL PROBATION:**

7.1 All newly hired or rehired employees will serve a twelve (12) month probation period. The probation period may be extended up to an additional three (3) months at the discretion of

the Employer. Prior to any extension of the probationary period, performance expectations will be in writing.

7.2 At any time during the initial or extended probation period referenced in Section 7.1, a newly hired or rehired employee may be terminated at the sole discretion of the Employer without recourse to the grievance procedure.

7.3 Paid-time-off (PTO) benefits shall be earned during a probation period. PTO benefits may be used during the probation period.

7.4 If employment shall terminate during an employee's probation period, there shall be no payout of PTO or other benefits due the employee as severance.

### **SUBSEQUENT TRIAL PERIOD:**

7.5 All employees will serve a twelve (12) month trial period in any job classification in which the employee has not served a probation period.

7.6 Sections 7.1, 7.2 and 7.4 do not apply to subsequent trial periods.

7.7 At any time during the twelve (12) month trial period, an employee may be demoted or reassigned to the employee's previous position without recourse to the grievance procedure. Employees returned to their previously held job position during a promotional trial period shall be compensated at the salary rate for the classification to which returned.

## **ARTICLE 8. SENIORITY AND LAYOFF PROCEDURE**

- 8.1 The Employer will post the seniority list on a semi-annual basis on or about January 1 and July 1.
- 8.2 For purposes of this Article, “Total Service Seniority” shall mean the employee’s length of continuous service with the Employer and, a predecessor member County, to the extent the employee was employed by MNPrairie January 1, 2015.

For purposes of this Article, “Classification Seniority” shall mean the employee’s length of service in a classification with the Employer and, a predecessor member County, to the extent the employee was employed by MNPrairie January 1, 2015.

Part-time employees’ seniority shall be based on full-time equivalency (FTE) designation.

The seniority list shall combine full-time employees and part-time employees by classifications. An employee’s service in prior classification(s) shall also be listed. Seniority lists shall place all current employees in classification(s) from first date of service in classification as follows:

- Account Technician
- Accounting Lead/Specialist (formerly Fiscal Officer)
- Case Aide
- Child Support Case Aide or Child Support Enforcement Aide
- Child Support Lead or Child Support Specialist
- Child Support Officer or Child Support Worker
- Eligibility Lead or Eligibility Specialist
- Eligibility Officer or Eligibility Worker (formerly Financial Worker)
- Nurse
- Office Support Specialist (formerly Office Support Specialist II or IV)
- Office Support Lead
- Social Worker
- Other classifications as may be established pursuant to Minnesota Statute 626.559, subd. 1 (classifications consisting exclusively of persons with the specialized knowledge, skills and experience required to satisfactorily perform child protection duties).

8.3 Employees shall have a seniority date for Total Service Seniority and Classification Seniority.

8.4 Employees who voluntarily quit, retire, or have been discharged for just cause shall lose seniority.

8.5 In the event of reduction in the work force, the Employer shall give thirty (30) calendar days notice when practicable, but at least 21 calendar days prior to the anticipated date of layoff, to employee(s) who would be the least senior in the applicable classification, and a copy to the Union.

8.6 Seniority will determine the order of layoff as follows:

- a. Any emergency, temporary and initial probationary employees in the applicable classification shall precede regular employees in layoff.
- b. No new employee shall be hired in a work classification where there are employees on layoff status in that classification, until laid-off employees in that classification have been recalled to work.
- c. The least senior employee within a classification shall be laid off first.
- d. In the event of a tie in seniority, the tie shall be resolved by a coin toss by the Union President at the time of hire.
- e. An employee whose position is to be eliminated may elect to exercise their bumping rights over an employee with the least seniority in an equal or lower classification provided:
  - (1) The employee has more Total Service Seniority than the employee to be bumped; and
  - (2) The employee either previously served in that classification with the Employer or a predecessor member County within the **eight** years preceding the position elimination, and the employee meets the minimum qualifications in the job description.

If an employee who is laid off exercises bumping rights over an employee with less seniority, the employee shall perform the regular work schedule at the same location of the person they are bumping, as designated by the Employer. Employees shall retain seniority for time worked in the other classification. An employee intending to exercise bumping rights shall do so within ten (10) calendar days of receiving notice of layoff from the Employer.

8.7 An employee being laid off, may be offered an existing vacancy in an equal or lower classification if the Employer determines the employee is qualified to perform the work in the classification, by meeting the minimum qualifications in the job description.

8.8 Recall will be in the inverse order of layoff. Notice of recall will be by certified mail to the employee's last address on file with the Employer, provided the employee responds within at least five (5) calendar days and returns to work within ten (10) calendar days from the date of mailing. If an employee is unable to return to work on the date specified or on another mutually agreed upon date, that employee will be considered to have voluntarily resigned from employment.

8.9 Employees who are on layoff for one (1) year will then lose their right to recall from layoff.

## **ARTICLE 9. VACANCIES, TRANSFERS AND PROMOTIONS**

9.1 Notices of all vacancies and newly created positions in the bargaining unit shall be posted electronically and by email for a minimum of ten (10) business days.

9.2 The Employer shall determine the most qualified applicant from among the internal applicants and external applicants. Internal applicants who meet the minimum qualifications in the job description shall be granted an interview and given consideration. When optimal, vacancies shall be filled by promotion of qualified internal applicants, with consideration given to their performance, attendance, length of service, training and capacity for the new position.

9.3 Employees assigned by the Employer to assume the full responsibilities of a higher job classification for one week or more shall be paid the step on the higher classification which provides a wage increase. This provision shall not apply to work being done under supervision for the express purpose of training.

9.4 When an employee is promoted, he/she shall receive a wage increase as of the date of promotion which shall be the greater of: (1) the minimum of the new range, or (2) up to 6% for each grade higher than the previous position. The minimum wage increase for a promotion shall be 3%.

## **ARTICLE 10. DISCIPLINE**

10.1 Employees may be disciplined for just cause. Discipline may include:

- A. oral reprimand;
- B. written reprimand;
- C. suspension;
- D. demotion; or
- E. discharge.

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

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

- 10.4 Employees may examine their own individual personnel files with advance notice at reasonable times under the direct supervision of the Employer.
- 10.5 Employees may request to have a Union representative present at questioning concerning investigation of possible disciplinary action.
- 10.6 Grievances relating to a suspension or discharge may be initiated by the Union at Step 2 of the grievance procedure.

**ARTICLE 11. HOURS OF WORK**

- 11.1 The normal hours of work each day shall be consecutive except that they may be interrupted by an unpaid lunch break.
- 11.2 The normal work week shall consist of five (5) consecutive eight (8) hour days Monday through Friday. Nothing in this article shall be interpreted as guaranteeing a minimum number of hours of work.
- 11.3 The normal workweek may be modified to an alternative workweek of five (5) consecutive days consisting of four (4) days at nine (9) hours per day and either Monday or Friday consisting of a four (4) hour day or four (4) consecutive days of ten (10) hours. Additional alternative workweeks may be provided by the Employer with fourteen (14) calendar days advance notice when practicable. The Employer shall retain the authority to return the employee to the normal eight (8) hour schedule at any time.
- 11.4 The assignment of overtime to employees designated as non-exempt shall be at the discretion of the Employer with prior authorization from the employee's immediate supervisor or designee before working any overtime.
- 11.5 The regularly scheduled hours of work for part-time employees shall be established by the Employer at the time of hire. The Employer shall provide fourteen (14) calendar days advance notice of changes in the hours of work when practicable.
- 11.6 Employees shall be allowed a maximum of one fifteen (15) minute rest break in compensated status during a work period of four hours or more. Rest breaks may not be used to shorten the work day. Employees are subject to recall if needed during the rest break.

The normal length of a lunch period is 30 minutes and is not part of the compensated\_work day.

**ARTICLE 12. OVERTIME**

- 12.1 Employees classified as "non-exempt" pursuant to the Fair Labor Standards Act shall be eligible to receive overtime compensation computed at one and one-half (1 ½) times the applicable base rate for hours worked in excess of forty (40) hours in a work week. An employee may be required to take time off from the normal schedule during the work week in order to minimize overtime payments.

- 12.2 Compensated leave hours shall not be included in the forty (40) worked hours per week required to qualify for overtime premium. Notwithstanding this, paid holidays shall be included in the 40 worked hours per week.
- 12.3 Non-exempt employees may be permitted to accrue comp time in lieu of overtime pay only upon approval of the supervisor. Compensatory time may be permitted to accumulate to a maximum of sixty (60) hours. Overtime hours worked while an employee has the maximum of sixty (60) hours accumulated compensatory time shall be paid overtime. Up to sixty (60) hours of compensatory time may be carried over into the next calendar year. Any employee with compensatory time accruals greater than sixty (60) hours, as of the date of ratification, shall have until the last day of the pay period which is six (6) months after ratification to reduce their compensatory time accrual to sixty (60) hours or less.
- 12.4 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

### **ARTICLE 13. INSURANCE**

The provisions of the Insurance Article shall be effective with the first day of the first payroll period for the 2020 health insurance plan year.

- 13.1 Employees regularly scheduled to work 30 or more hours per week shall be eligible to participate in the Employer's group health insurance program.
- 13.2 The Employer will contribute \$916 per month toward the cost of the single coverage health insurance premium for eligible employees in 2020. For 2021, the Employer shall contribute \$916 per month plus or minus 50% of any increase or decrease in the lowest cost single coverage premium. The employee share of the single coverage premium shall be paid through payroll deduction. If the Employer monthly contribution exceeds the cost of the single premium, the overage shall be deposited in the employee's HSA/VEBA account.
- 13.3 In the event an eligible employee elects family health insurance coverage, the Employer will contribute up to \$1,687 per month in 2020 toward the family coverage health insurance premium for eligible employees. The employee share of the family coverage premium shall be paid through payroll deduction.

For 2021, the Employer shall contribute \$1,687 per month plus or minus 50% of any increase or decrease in the lowest cost family coverage premium in 2021. The employee share of the family coverage premium shall be paid through payroll deduction.

- 13.4 The Employer shall contribute \$150.00 ~~135.41~~ per month to each employee's HSA/VEBA account for employees with single coverage in 2020 and 2021.

- 13.5 The Employer shall contribute \$240.00 per month to each employee's HSA/VEBA account for employees with family coverage in 2020 and 2021.
- 13.6 The Employer's contribution toward the health insurance premium and the HSA/VEBA account shall be calculated on a pro-rata basis for employees regularly scheduled to work 30 or more hours per week but less than 40 hours per week.
- 13.7 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 and/or minimize any penalties, taxes or fines for the Employer.
- 13.8 The Employer shall provide a life insurance policy in the amount of \$25,000 for full-time employees.
- 13.9 The Employer will make dental insurance, long-term disability insurance and short-term disability insurance available to employees at the employee's cost.
- 13.10 The Employer shall purchase a standard short-term disability policy for coverage of those employees previously employed by Dodge County as of July 1, 2014.

**ARTICLE 14. HOLIDAYS**

- 14.1 All full-time employees covered by this Agreement, shall receive the following ten paid holidays in eight (8) hour increments and one paid holiday in a four (4) hour increment:

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday after the Fourth Thursday In November	Friday after Thanksgiving Day
December 24 (4 hours)	Christmas Eve (4 hours)
December 25	Christmas Day

- 14.2 When any holiday falls on Sunday, the following day shall be a holiday. When any holiday falls on Saturday, the preceding day shall be a holiday. Except that when December 24 (Christmas Eve) falls on Saturday or Sunday, the afternoon of the preceding Friday shall be a 4-hour holiday; and when December 24 (Christmas Eve) falls on a Friday, the afternoon of the preceding Thursday shall be a 4-hour holiday.
- 14.3 An employee must be in a paid status the work day preceding and the work day following the designated holiday in order to receive holiday pay. Employees shall become eligible for designated holidays commencing with the date of employment.
- 14.4 If an employee is required by the Employer to work on a designated holiday, the employees shall be paid at one and one-half (1 ½) times the employee's base pay rate plus the straight time pay for the holiday.
- 14.5 In addition to the designated holidays listed herein, each employee on the payroll prior to July 1<sup>st</sup> shall be eligible for one (1) floating holiday during the calendar year, taken in an eight (8) hour increment. The scheduling of the floating holiday shall require prior supervisory approval. Floating holiday days may not be carried over from year to year.
- 14.6 Regular part-time employees who are regularly scheduled to work at least fourteen hours (14) per week shall receive pro-rata holidays based on scheduled hours.

**ARTICLE 15. PAID TIME OFF**

- 15.1 Employees participating in a paid time off (PTO) benefit program upon transfer to MNPrarie and employees hired on or after January 1, 2015 shall be eligible to accrue a PTO benefit at the following rates per pay period:

Length of service	Pay period accrual rate	Annual accrual rate
Through 1st year	4.92	128 hours
After 1 through 5 years	6.15	160 hours
After 5 through 10 years	7.38	192 hours
After 10 through 15 years	8.62	224 hours
After 15 through 20 years	9.85	256 hours
After 20 years	11.08	288 hours

- 15.2 PTO length of service. Length of service is defined as the length of uninterrupted employment with the Employer, a Minnesota county, the State of Minnesota, or an entity established by a joint powers agreement to which a member county is a party since the last date of hire in a PTO- or vacation- eligible status provided there is no break in service from leaving one and starting with the Employer.



Length of service shall be interrupted by separation because of resignation, termination, failure to return upon expiration of a leave of absence, or failure to respond to a recall from layoff or retirement.

- 15.3 Availability of PTO. PTO is not available for use until the pay period following the pay period during which it was accrued.
- 15.4 Use of PTO. PTO may be used by the employee for any purpose. Use of PTO must be approved by the employee's supervisor or their designee in advance of use except in cases of emergency. PTO may be used in 15-minute increments.
- 15.5 The Employer shall attempt to authorize employee PTO use at a time agreeable to the employee insofar as work unit staffing permits. If it is necessary to limit the number of employees within or among classifications on PTO at the same time and in the event of any conflict over non-emergency PTO periods, the PTO schedules shall be established on the basis of total service seniority as defined in Article 8, applied within the employee's work unit.

Whenever practicable, employees shall submit written requests for PTO at least one (1) week in advance of their vacation/PTO to their supervisor or designee on forms or electronic format furnished by the Employer. When advance written requests are impracticable, employees shall secure the approval of their supervisor or designee by telephone or other means at the earliest opportunity.

- 15.6 Annual carryover of PTO. Employees forfeit any accrued PTO greater than 480 hours that is unused at the end of the calendar year; the remainder carries over into the following year.
- 15.7 Pay-out of PTO upon separation. Upon termination of employment with MNPrairie, the employee shall be paid the value of unused PTO up to a maximum of 480 hours.
- 15.8 Conversion from vacation/sick leave to PTO option. Employees with existing vacation and sick leave balances may convert to a PTO benefit by requesting that both of their balances be converted to PTO as follows:
  - A. Unused vacation leave shall be converted to PTO at full value; and
  - B. Unused sick leave shall be converted to PTO at a ratio of three hours of sick leave to one hour of PTO.
- 15.9 The conversion option in Section 15.9 is effective the first pay period beginning after January 1 of the following year for employees who submit a written request to the human resources director between November 1 and November 30 of a given year. Once an employee requests conversion to the PTO benefit, the choice is irrevocable.
- 15.10 Regular part-time employees who are regularly scheduled to work at least fourteen hours (14) per week shall receive pro-rata Paid Time Off based on scheduled hours.

15.11 Employees hired on or after January 1, 2018 shall be given credit for 40 hours of PTO upon date of hire. The employee's accrual of PTO shall be delayed until their length of service corresponds to the amount of PTO credited. If an employee separates from employment prior to their length of service aligning with the front loading of the PTO, the employer shall be reimbursed by the employee through payroll deduction, if available, or other means.

**ARTICLE 16. SICK LEAVE**

16.1 Employees participating in a sick leave benefit upon transfer to MNPrairie on January 1, 2015, shall be eligible to accrue a paid sick leave benefit at the following rates per pay period:

Pay period accrual rate	Annual accrual rate
3.70	96 hours

16.2 Part-time sick leave accrual proration. Eligible employees being paid for less than a full eighty- (80-) hour payroll period shall have their sick leave accrual pro-rated.

16.3 Availability of paid sick leave. Paid sick leave is not available for use until the pay period following the pay period during which it was accrued

16.4 Use of sick leave. Any employee contracting or incurring any sickness or disability which renders such employee unable to perform the duties of their employment shall receive sick leave with pay.

Sick leave shall also include quarantine directed by a physician, medical examination, and medical treatment and illness in the immediate family, that requires the employee's attendance and care. For the purposes of this provision, "immediate family" shall include child, foster child, adult child, spouse, sibling, parent, step parent, mother-in-law, father-in-law, grandchild, foster grandchild, grandparent and ward for whom the employee has been appointed guardian in a non-professional capacity.

The Employer may require a certificate from a doctor after three (3) consecutive days of sick leave, or in circumstances where the Employer suspects misuse of sick leave.

Sick leave may be used in fifteen (15) minute increments if approved by the department head or a designated representative.

16.5 Annual carryover of sick leave. Employees forfeit any accrued sick leave greater than 795 hours that is unused at the end of the calendar year; the remainder carries over into the following year.

- 16.6 Pay-out of sick leave upon separation. A percentage of an employee's unused sick leave up to a maximum of 795 hours shall be paid at separation to a post-retirement health savings account if all of the following criteria are met:
- A. Employee is 55 years of age or older;
  - B. Employee has a length of service (as defined in vacation leave section 17.3 of at least ten years; and
  - C. Employee is retiring from MNPrairie employment and will be eligible to receive full PERA or social security retirement benefits.

The percentage of unused sick leave eligible for payment under this provision is as follows:

Length of service	Percent eligible for payment
After 10 years	10%
After 11 years	11%
After 12 years	12%
After 13 years	13%
After 14 years	14%
After 15 years	15%
After 16 years	16%
After 17 years	17%
After 18 years	18%
After 19 years	19%
After 20 years	20%
After 21 years	21%
After 22 years	22%
After 23 years	23%
After 24 years	24%
After 25 years	25%

## ARTICLE 17. VACATIONS

- 17.1 Employees participating in a vacation leave benefit upon transfer to MNPrairie on January 1, 2015, shall be eligible to accrue a paid vacation leave benefit at the following rates per pay period effective the first day of the first full pay period following ratification of this Agreement:

Length of service	Pay period accrual rate	Annual accrual rate
-------------------	-------------------------	---------------------

Through 1 <sup>st</sup> year	3.076	80 hours
After 1 through 5 years	3.692	96 hours
After 5 through 10 years	4.615	120 hours
After 10 through 15 years	5.538	144 hours
After 15 through 20 years	6.462	168 hours
After 20 years	7.692	200 hours

- 17.2 Part-time vacation leave accrual proration. Eligible employees being paid for less than a full eighty- (80-) hour payroll period shall have their vacation leave accrual pro-rated.
- 17.3 Vacation leave length of service. Length of service is defined as the length of uninterrupted employment with the Employer since the last date of hire in a PTO- or vacation- eligible status. Length of service shall be interrupted by separation because of resignation, termination, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff or retirement.
- 17.4 Vacation length of service for employees transferred from member county on January 1, 2015. The length of service for employees transferred from a member county on January 1, 2015, shall include the uninterrupted length of employment with the member county since the last date of hire in a PTO- or vacation- eligible status.
- 17.5 Availability of paid leave. Paid vacation leave is not available for use until the pay period following the pay period during which it was accrued.
- 17.6 Use of vacation leave. Vacation leave shall be the same as for PTO leave.
- 17.7 Annual carryover of vacation leave. Employees forfeit any accrued vacation leave greater than 400 hours that is unused at the end of the calendar year; the remainder carries over into the following year.
- 17.8 Pay-out of vacation leave upon separation. Upon termination of employment with MNPrairie, the employee shall be paid the value of unused vacation leave up to a maximum of 400 hours.

**ARTICLE 18. LEAVES OF ABSENCE**

- 18.1 Leaves of Absence Without Pay. At the discretion of the Employer leave of absence without pay may be granted to an employee requesting such in writing. Such leave shall not exceed one (1) year except educational leave for an employee enrolled in graduate school which may exceed one (1) year but not exceed two (2) years. All leaves of absence without pay shall be subject to the condition that the Employer may cancel the leave at any time upon 30 calendar days prior notice to the employee specifying a date of termination of the leave.

- 18.2 Military Duty Leave. In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at their current base pay rate for the period of the active duty required for such training, not to exceed fifteen (15) days per calendar year.

Employees who are in service of the armed forces of the State or the United States shall be entitled to leave of absence without pay as provided in Minn. Stat. § 192.261.

Employees requesting military leave, as provided in this Article, shall furnish the Employer with notification and a copy of the official military order at the earliest possible date.

- 18.3 Leaves of Absence for Union Activity. An employee elected by the Union to represent the Union at International, State or Council meetings, which requires the employee's absence from duty, may be granted a leave of absence without pay to attend such meeting if the Employer determines that such absence will not impair the effectiveness of the department's service.

The Employer will allow up to six (6) employees from the bargaining unit up to 10 hours each without loss of pay per contract for actual time spent in contract negotiations when management is present.

- 18.4 Parental Leave. An employee may request a leave of absence without pay for a period not to exceed twelve (12) weeks for the purpose of child care needs due to the recent birth or adoption of a child. The terms regarding such leave shall be governed by federal and state law and shall run concurrently with an employee's leave pursuant to the Family and Medical Leave Act entitlement.

- 18.5 Family and Medical Leave. An employee who has been employed for at least one (1) year and who has worked for at least 1,250 hours during the twelve (12) months immediately preceding commencement of the leave, shall be eligible for a leave of absence pursuant to the Family and Medical Leave Act. The terms regarding such leave shall be governed by federal and state law.

- 18.6 When the death of an immediate family member occurs, an employee shall be granted 3 consecutive days of paid funeral leave, not to be charged to PTO, sick or vacation leave. If the need for funeral leave is greater than 3 days, an employee may take 2 additional days of accrued sick leave. Any additional use of accrued paid leave will be upon mutual agreement between the supervisor and employee and/or designated authority. For the purposes of this paragraph, "immediate family" shall include child, foster child, adult child, spouse, sibling, parent, step parent, mother-in-law, father-in-law, grandchild, foster grandchild, grandparent and ward for whom the employee has been appointed guardian in a non-professional capacity.

When the death of a family member occurs, an employee shall be granted 1 day of paid funeral leave, not to be charged to PTO, sick or vacation leave. For the purposes of this paragraph, "family member" shall include sister-in-law, brother-in-law or the employee's co-parent of a minor child.

## **ARTICLE 19. CALL BACK/CALLS AT HOME**

An employee who is called to work during off-duty time shall receive a minimum of two (2) hours pay at their regular rate of pay. Emergency phone calls taken at home of more than fifteen (15) minutes will also qualify for a minimum of one (1) hour pay upon proper documentation and approval by the supervisor.

## **ARTICLE 20. ON CALL**

Section 1. Employees required to be On Call shall be compensated at the rate of \$2.00 per hour for each hour required to be On Call during which the employee is not actually called to work.

## **ARTICLE 21. WAGES**

21.1 Employees will be compensated according to a 15-step pay plan as outlined in Appendix A.

21.2 Effective the first day of the first full payroll period following January 1, 2020, there shall be a 2.25% general wage adjustment. An employee below the maximum step will move to the next step on the pay plan upon obtaining an overall satisfactory rating on their annual performance evaluation. This increase will be effective on the beginning of the first full pay period following the employee's anniversary date. However, the employees previously employed by Dodge County who received a step increase in 2015 shall move to the next highest step.

Effective the first day of the first full payroll period following January 1, 2021, there shall be a 2.25% general wage adjustment. An employee below the maximum step will move to the next step on the pay plan upon obtaining an overall satisfactory rating on their annual performance evaluation. This increase will be effective on the beginning of the first full pay period following the employee's anniversary date.

21.3 New employees may be hired above the applicable start rate for the classification, if the Employer determines that the employee has additional education or training, experience or other qualifications warranting additional recognition.

21.4 In no event may an employee exceed the maximum wage for the wage range.

21.5 Employees who are demoted to a new classification will move to the closest step in the new wage range that is at least below the employee's existing wage.

21.6 In the event that there is a rounding difference between the attached pay plan and payroll, payroll shall govern.

21.7 In the event an agreement is not reached between the parties by the last day of the collective bargaining agreement, no additional wage increases shall be granted until a successor agreement is ratified by both parties.

21.8 Employees who have resigned or have been involuntarily separated are not eligible to receive retroactive pay increases.

**ARTICLE 22. SCOPE OF AGREEMENT**

This Agreement shall represent the complete Agreement between the Union and Employer. The parties acknowledge that during the negotiations which resulted in this 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 parties after the exercise of that right and opportunity are set forth in this Agreement. The parties may mutually agree to negotiate a Memorandum of Agreement during the duration of this Agreement.

**ARTICLE 23. SAVINGS CLAUSE**

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

**ARTICLE 24. TERM OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2020 or the first day of the first full pay period following ratification, whichever occurs later, to December 31, 2021, and shall be automatically renewed from year to year, thereafter, unless either party hereto shall give written notice (90) calendar days prior to the annual expiration date indicating a desire to terminate or amend this Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement, the \_\_\_\_\_ day of \_\_\_\_\_ 2019.


IN WITNESS WHEREOF, the parties have hereto executed this Agreement, the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

MINNESOTA PRAIRIE COUNTY ALLIANCE

BY: 

BY: 

AFSCME COUNCIL 65

BY: 

BY: 

## Appendix “A”

Grade/Step	2020 Pay Scale														
	1 hrly	2 hrly	3 hrly	4 hrly	5 hrly	6 hrly	7 hrly	8 hrly	9 hrly	10 hrly	11 hrly	12 hrly	13 hrly	14 hrly	15 hrly
1	13.68	14.09	14.51	14.94	15.39	15.86	16.33	16.82	17.33	17.84	18.38	18.93	19.50	20.08	20.69
2	14.50	14.93	15.38	15.84	16.32	16.81	17.31	17.83	18.36	18.92	19.48	20.07	20.67	21.29	21.93
3	15.37	15.83	16.30	16.79	17.30	17.81	18.35	18.90	19.47	20.05	20.65	21.27	21.91	22.57	23.24
4	16.29	16.78	17.28	17.80	18.33	18.88	19.45	20.03	20.63	21.25	21.89	22.55	23.22	23.92	24.64
5	17.27	17.78	18.32	18.87	19.43	20.02	20.62	21.24	21.87	22.53	23.20	23.90	24.62	25.36	26.12
6	18.30	18.85	19.42	20.00	20.60	21.22	21.85	22.51	23.19	23.88	24.60	25.33	26.10	26.88	27.68
7	19.40	19.98	20.58	21.20	21.84	22.49	23.17	23.86	24.58	25.31	26.07	26.86	27.66	28.49	29.35
8	20.56	21.18	21.82	22.47	23.15	23.84	24.56	25.29	26.05	26.83	27.64	28.47	29.32	30.20	31.11
9	21.80	22.45	23.13	23.82	24.53	25.27	26.03	26.81	27.61	28.44	29.30	30.17	31.08	32.01	32.97
10	23.11	23.80	24.51	25.25	26.01	26.79	27.59	28.42	29.27	30.15	31.05	31.98	32.94	33.93	34.95
11	24.49	25.23	25.98	26.76	27.57	28.39	29.25	30.12	31.03	31.96	32.92	33.90	34.92	35.97	37.05
12	25.96	26.74	27.54	28.37	29.22	30.10	31.00	31.93	32.89	33.88	34.89	35.94	37.02	38.13	39.27
13	27.52	28.35	29.20	30.07	30.97	31.90	32.86	33.85	34.86	35.91	36.98	38.09	39.24	40.41	41.63
14	29.17	30.05	30.95	31.88	32.83	33.82	34.83	35.88	36.95	38.06	39.20	40.38	41.59	42.84	44.12
15	30.92	31.85	32.80	33.79	34.80	35.85	36.92	38.03	39.17	40.35	41.56	42.80	44.09	45.41	46.77
16	32.78	33.76	34.77	35.82	36.89	38.00	39.14	40.31	41.52	42.77	44.05	45.37	46.73	48.13	49.58
17	34.74	35.79	36.86	37.97	39.10	40.28	41.49	42.73	44.01	45.33	46.69	48.09	49.54	51.02	52.55
18	36.83	37.93	39.07	40.24	41.45	42.69	43.97	45.29	46.65	48.05	49.49	50.98	52.51	54.08	55.71
19	39.04	40.21	41.42	42.66	43.94	45.26	46.61	48.01	49.45	50.94	52.46	54.04	55.66	57.33	59.05
20	41.38	42.62	43.90	45.22	46.57	47.97	49.41	50.89	52.42	53.99	55.61	57.28	59.00	60.77	62.59
21	43.86	45.18	46.53	47.93	49.37	50.85	52.37	53.95	55.56	57.23	58.95	60.72	62.54	64.41	66.35
22	46.49	47.89	49.33	50.81	52.33	53.90	55.52	57.18	58.90	60.67	62.49	64.36	66.29	68.28	70.33
23	49.28	50.76	52.29	53.85	55.47	57.13	58.85	60.61	62.43	64.31	66.23	68.22	70.27	72.38	74.55
24	52.24	53.81	55.42	57.09	58.80	60.56	62.38	64.25	66.18	68.16	70.21	72.31	74.48	76.72	79.02
25	55.38	57.04	58.75	60.51	62.33	64.20	66.12	68.11	70.15	72.25	74.42	76.65	78.95	81.32	83.76



## Appendix “A”

Grade/Step	2021 Pay Scale														
	1 hrly	2 hrly	3 hrly	4 hrly	5 hrly	6 hrly	7 hrly	8 hrly	9 hrly	10 hrly	11 hrly	12 hrly	13 hrly	14 hrly	15 hrly
1	13.98	14.40	14.84	15.28	15.74	16.21	16.70	17.20	17.72	18.25	18.79	19.36	19.94	20.54	21.15
2	14.82	15.27	15.73	16.20	16.68	17.18	17.70	18.23	18.78	19.34	19.92	20.52	21.13	21.77	22.42
3	15.71	16.18	16.67	17.17	17.69	18.22	18.76	19.32	19.90	20.50	21.12	21.75	22.40	23.07	23.77
4	16.66	17.16	17.67	18.20	18.75	19.31	19.89	20.48	21.10	21.73	22.38	23.06	23.75	24.46	25.19
5	17.66	18.18	18.73	19.29	19.87	20.47	21.08	21.71	22.36	23.04	23.73	24.44	25.17	25.93	26.70
6	18.71	19.28	19.85	20.45	21.06	21.70	22.35	23.02	23.71	24.42	25.15	25.90	26.68	27.48	28.31
7	19.84	20.43	21.05	21.68	22.33	23.00	23.69	24.40	25.13	25.88	26.66	27.46	28.28	29.13	30.01
8	21.03	21.66	22.31	22.98	23.67	24.38	25.11	25.86	26.64	27.44	28.26	29.11	29.98	30.88	31.81
9	22.29	22.96	23.65	24.36	25.09	25.84	26.61	27.41	28.24	29.08	29.95	30.85	31.78	32.73	33.71
10	23.63	24.34	25.07	25.82	26.59	27.39	28.21	29.06	29.93	30.83	31.75	32.70	33.69	34.70	35.74
11	25.04	25.80	26.57	27.37	28.19	29.03	29.90	30.80	31.72	32.68	33.66	34.67	35.71	36.78	37.88
12	26.55	27.34	28.16	29.01	29.88	30.77	31.70	32.65	33.63	34.64	35.68	36.75	37.85	38.98	40.15
13	28.14	28.98	29.85	30.75	31.67	32.62	33.60	34.61	35.65	36.72	37.82	38.95	40.12	41.32	42.56
14	29.83	30.72	31.64	32.59	33.57	34.58	35.62	36.68	37.78	38.92	40.09	41.29	42.53	43.80	45.12
15	31.62	32.57	33.54	34.55	35.59	36.65	37.75	38.89	40.05	41.25	42.49	43.77	45.08	46.43	47.82
16	33.51	34.52	35.56	36.62	37.72	38.85	40.02	41.22	42.46	43.73	45.04	46.39	47.78	49.22	50.69
17	35.53	36.59	37.69	38.82	39.98	41.18	42.42	43.69	45.00	46.35	47.74	49.18	50.65	52.17	53.74
18	37.66	38.79	39.95	41.15	42.38	43.65	44.96	46.31	47.70	49.13	50.61	52.13	53.69	55.30	56.96
19	39.92	41.11	42.35	43.62	44.93	46.27	47.66	49.09	50.56	52.08	53.64	55.25	56.91	58.62	60.38
20	42.31	43.58	44.89	46.23	47.62	49.05	50.52	52.04	53.60	55.21	56.86	58.57	60.33	62.14	64.00
21	44.85	46.20	47.58	49.01	50.48	51.99	53.55	55.16	56.81	58.52	60.27	62.08	63.95	65.86	67.84
22	47.54	48.97	50.44	51.95	53.51	55.11	56.77	58.47	60.22	62.03	63.89	65.81	67.78	69.82	71.91
23	50.39	51.91	53.46	55.07	56.72	58.42	60.17	61.98	63.84	65.75	67.72	69.76	71.85	74.00	76.22
24	53.42	55.02	56.67	58.37	60.12	61.92	63.78	65.70	67.67	69.70	71.79	73.94	76.16	78.44	80.80
25	56.62	58.32	60.07	61.87	63.73	65.64	67.61	69.64	71.73	73.88	76.10	78.38	80.73	83.15	85.65