

**LABOR AGREEMENT  
2017-2018**

**between**

**POPE COUNTY  
BOARD OF COMMISSIONERS**

**and**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME)  
MINNESOTA COUNCIL NO. 65  
LOCAL UNION NO. 2022  
AFL-CIO**

**Representing  
SUPERVISORY AND CONFIDENTIAL EMPLOYEES**

**Effective January 1, 2017 through December 31, 2018**

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**and**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**  
**(AFSCME)**  
**MINNESOTA COUNCIL NO. 65, LOCAL UNION NO. 2022, AFL-CIO**  
**(Supervisory and Confidential Employees)**

**ARTICLE I: PURPOSE**

This Agreement is entered into effective January 1, 2017 between the Pope County Board of Commissioners, hereinafter referred to as the "Employer", and Local Union No. 2022 affiliated with Minnesota Council 65, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union". The intent and purpose of this Agreement is to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Place in written form the parties' agreement on terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication of the highest quality service to the citizens of Pope County. Both parties recognize this Agreement as a pledge of this dedication.

**ARTICLE II: RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes Chapter 179A for employees in the following bargaining unit as identified by the Bureau of Mediation Services, Certification of Exclusive Representative, dated May 20, 2001, BMS Case No. 00-PCE-8833, as follows:  
  
All supervisory and confidential employees of Pope County, Glenwood, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14; excluding all other employees.
- 2.2 In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 Except through the certified representative, the Employer shall not enter into any Agreements with employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

- 2.4 The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of Union membership or non-membership, race, color, creed, religious beliefs, national origin, sex, age, marital status, sexual orientation, political beliefs or because of a physical handicap with respect to a position, the duties of which can be performed adequately by an individual with such a physical handicap, without danger to the health or safety of the physically handicapped person or to others.

### **ARTICLE III: DEFINITIONS**

- 3.1 **EMPLOYER:** Pope County, its Board of Commissioners or its authorized representative.
- 3.2 **EMPLOYEE:** Member of the bargaining unit as defined in Article II, Section 2.1.
- 3.3 **FULL-TIME EMPLOYEE:** An employee regularly schedule to work thirty (30) hours or more per week.
- 3.4 **PART-TIME EMPLOYEE:** An employee who works less than thirty (30) hours per week and is a member of the bargaining unit as defined in Article II, Section 2.1.
- 3.5 **POPE COUNTY NEGOTIATIONS COMMITTEE:** Includes, but is not limited to, the Pope County Coordinator and two (2) Pope County Commissioners.

### **ARTICLE IV: EMPLOYER SECURITY**

- 4.1 The Union, its officers and the covered employees agree that they will not engage in, encourage, sanction, support or suggest any strike and they agree that they will not withhold in whole or in part the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1971, as amended. In the event of a violation of this Article, the Union shall join with the Employer to warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties.

### **ARTICLE V: EMPLOYER AUTHORITY**

- 5.1 The Employer retains the right to perform any inherent managerial function not limited by this Agreement, including the right to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to establish the number of positions in the Courthouse; to select, direct, transfer and define appropriate discipline of employees; and to perform all other managerial functions, duties and responsibilities.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

### **ARTICLE VI: UNION SECURITY**

- 6.1 The Employer shall:

- 6.11** Upon receipt of a voluntary written order therefore from any of its Employees covered by this Agreement, on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union, and fees for Union insurance programs. Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the Employer. Deductions shall be made only when the employee has sufficient earnings to cover same, after deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.
- 6.12** Deduct fair share fees in accordance with the provision of Minnesota Statutes, Section 179A.06, Subd 3;
- 6.13** Remit monthly such deductions to the designated officer of the Union with a list of the names of the employees from whose wages deductions are being made.
- 6.2** The Union may designate two (2) employees from the bargaining unit to act as Union stewards. The Union shall inform the Employer in writing of the stewards' names. The Employer agrees that on the Employer's premises, and without loss of pay, the Union stewards shall be allowed to post official notices; transmit communication authorized by the Union or its officers under the terms of this Agreement; and to consult with the Employer, the Employer's representative, and/or Union officers of the Union representative concerning the enforcement of any provision of this Agreement, so long as such action(s) does not interfere with regular employee duties. The Union shall not take employees from the performance of their assigned duties without prior approval of the employee's supervisor.
- 6.3** The Employer recognizes that the Union stewards are authorized to perform and discharge the duties and responsibilities which they are assigned under the terms of this Agreement. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against the Union stewards because of the performance of such duties.
- 6.4** Union staff representative shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which he/she is concerned.
- 6.5** The Employer will make space available on the Union bulletin boards for posting of official Union notices and announcements.
- 6.6** The Employer agrees that the Union's Negotiating Committee shall not suffer any loss of pay for time spent in contract negotiation meetings with the Employer that are held during normal work hours. The Union agrees to limit the negotiating committee to three (3) members. Committee members shall notify their supervisors prior to scheduled meetings.
- 6.7** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits and orders of judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provision of this Article.

## **ARTICLE VII: EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

**7.1 Definition of a Grievance**

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

**7.2 Union Representative**

The Employer will recognize representative(s) designated by the Union as the grievance representative(s) of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name(s) of such Union representative(s) and of their successor(s) when so designated as provided by Section 6.2 of this Agreement.

**7.3 Processing a Grievance**

The aggrieved employee and the Union representative shall be allowed sufficient time during normal working hours, without loss of pay, to both investigate and present a grievance to the Employer, provided that 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.

**7.4 Grievance Procedure**

**Step 1.** The Union steward, with the aggrieved employee, shall take up the grievance with the employee's supervisor within fifteen (15) calendar days of the alleged violation, or the employee's knowledge of the alleged violation. The supervisor shall attempt to resolve the matter and respond to the Union steward within ten (10) calendar days.

**Step 2.** In the event no settlement is reached, within ten (10) calendar days of receiving the Supervisor's Step 1 response, the grievance shall be presented in writing by the Union and discussed with the Coordinator, or his/her designee. The Coordinator, or his/her designee, shall submit a written response to the Union and the employee within ten (10) calendar days after the grievance is presented at Step 2.

**Step 3.** A grievance not resolved in Step 2 of the grievance process may be presented to the Bureau of Mediation Services (BMS). Requests for mediation should be made within ten (10) calendar days of receiving the Coordinator's, or his/her designee's, Step 2 response. It is recognized by the parties that the intervention of the BMS does not preclude either party from proceeding to arbitration. The use of the BMS is for a possible mediated resolution only.

**Step 4.** If the grievance is not resolved through the BMS, or if the parties choose to bypass Step 3, the Union may, by written notice to the Employer, request arbitration of the grievance. A request for arbitration should be made within ten (10) calendar days of the mediation hearing, or if the parties choose to bypass mediation, within ten (10) calendar days of receiving the Coordinator's, or his/her designee's, Step 2 response. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon arbitration within ten (10) calendar days, either party may request the BMS to submit a panel of arbitrators. Both the Employer and the Union shall have the right to strike names from the panel. The first strike shall be determined by the flip of a coin. The process will be repeated, and the remaining person shall be the arbitrator.

**7.5 Arbitrator's Authority**

The arbitrator shall have no right to amend, 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 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.

**7.6 Arbitrator's Decision**

The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties 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.

**7.7 Arbitrator's Fees**

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.

**7.8 Waiver**

If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it will 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 will elect to treat the grievance as denied at that step and may immediately appeal the grievance to the next step. The time limit of each step may be extended by mutual agreement of the Employer and the Union.

**ARTICLE VIII: PROBATIONARY PERIODS AND SENIORITY**

**8.1 Seniority**

Seniority will be based on the total number of hours of employment with the Employer and shall be used in determining employee benefits and step increases. Hours worked in excess of two thousand eighty (2,080) in a calendar year by employees with an eight (8) hour work day and in excess of one thousand nine-hundred fifty (1,950) hours in a calendar year by employees with a seven and one-half (7.5) hour work day will not be included in the calculation of an employee's seniority or classification seniority as defined in Section 8.2. Notwithstanding the above, seniority for regular part-time employees who are scheduled to work a minimum of twenty-nine (29) hours per week and who in fact work a minimum of their scheduled hours, shall be calculated based upon working one thousand five hundred eight (1508) hours in a calendar year. Likewise, any overtime hours will be excluded from the calculation of seniority.

**8.2 Classification Seniority**

Classification seniority shall be the total number of hours within a specific position following a hire, promotion, or reclassification and shall be used in determining step increases and layoff, as well as establishing bumping rights.

**8.3 Interruptions in Seniority**

An employee's seniority shall be interrupted only by separation because of resignation, discharge for just cause, failure to return to work upon expiration of a leave of absence, failure to respond to a recall from layoff, death or retirement.

**8.4 Seniority List**

The Employer shall update the seniority list annually and post such list on the Union bulletin board. Employees shall have thirty (30) days from the date the list is posted to notify the Employer of any disagreements over the seniority list. The seniority list shall indicate employees' total number of hours of employment as well as classification seniority.

**8.5 Probationary Period**

All newly hired employees and rehired employees shall serve a probationary period based on 1040 regularly scheduled hours, which can be extended for cause for an additional 1040 hours, during which time the employee may be terminated at the sole discretion of the Employer. All employees promoted or reassigned to a new position shall be on probation for three (3) months, which can be extended an additional three (3) months with cause, during which time the employee may be returned to the employee's former position at the sole discretion of the Employer, but without loss of classification seniority. The employee may also elect to return to their former position during the first thirty (30) calendar days of his/her probationary period. The extension of any probationary period shall not be subject to the grievance procedure.

**8.6 Seniority Rights**

Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:

**8.61 Promotions and Vacancies:**

The Employer is committed to hiring the most qualified candidates for Employer service. The Employer retains the right to accept applications for all bargaining unit positions from both within and outside the bargaining unit. If all other job relevant qualifications are equal the most senior bargaining unit employee in the department shall receive a promotion. If the Employer determines it necessary to bypass the senior applicant, the reason shall be given to the employee in writing.

**8.62 Layoff**

Which shall be by inverse seniority within each job classification provided all part-time, probationary and temporary employees are laid off first. An employee about to be laid off, shall have the right to bump (displace) an employee with less seniority in an equal or lower paying classification provided the employee who is exercising bumping rights is qualified to perform the duties of the position into which he/she is bumping and he/she has greater seniority than the employee who is to be bumped.

**8.63 Recall from Layoff**

Which shall be by inverse order of layoff provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, he/she shall automatically have terminated his/her employment. Regular employees shall retain recall rights to their positions, following layoff, for a period of twelve (12) months.

**8.64 Transfers**

An employee who is covered by this Agreement and who is subsequently transferred to a position not covered by this Agreement shall retain established seniority in their prior classification.

**8.7 Notice of Layoff and Recall**

Except in instances over which the Employer has no control, the Employer shall issue written notice to affected employees thirty (30) calendar days in advance of layoff or recall from layoff. Recall notification shall be by registered or certified mail to the employee's last known address.

**8.8 Posting Vacancies or New Position**

Any vacancy or newly created position shall be posted and advertised on a bulletin board designated by the Employer and on any Union bulletin board for at least seven (7) calendar days. Concurrently, advertisements may be placed in appropriate newspapers and/or professional, technical or employment publications, as well as the Employer's website. Reasonable efforts shall be made to notify any eligible employee(s) from the department who are on compensated leave or an approved unpaid leave at the time of posting. Reasonable effort is county email, bulletin boards and website.

The notice shall include a description of the responsibilities and duties of the position; qualifications necessary to fill the position; anticipated salary range; normal work hours and the position classification.

The Employer will not be obligated to consider a request for a promotion or lateral transfer from an employee who has not submitted a request in writing to the Employer on or before the seventh (7<sup>th</sup>) calendar day the job is posted.

**ARTICLE IX: DISCIPLINE**

The purpose of disciplinary action is to correct rather than punish. The Employer will only discipline employees for just cause. Disciplinary action shall be progressive and follow the steps listed below:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion (optional)
5. Discharge

In cases of gross misconduct or incompetence, discipline need not be progressive and may for a first offense involve an appropriate suspension, demotion, or discharge.

**9.1 Written Disciplines**

Written reprimands, suspensions, demotions, and discharges will be in written form.

**9.2 Union Steward Present at Questioning**

Employees will not be questioned concerning an investigation that may result in disciplinary action unless the employee has been given an opportunity to have a Union steward present at such questioning.

**9.3 Written Record of Disciplinary Actions**

A written record of all disciplinary actions, other than oral reprimands, shall be entered into the employee's personnel record. All disciplinary entries in the personnel record shall state the corrective action expected of the employee. Employees shall receive a copy of all evaluative and disciplinary entries into their personnel record and shall be entitled to have the employee's written response therein. Any subject matter submitted by the Employer into the employee's

personnel record which would be detrimental to the employee's future promotion, transfer, present or future employment, shall be served upon the employee in writing. Such matters shall be a proper subject for the grievance procedure.

**9.4 Discharge Procedure**

If the Employer believes there is just cause for discharge, the employee shall first be suspended for five (5) working days without pay. The employee and Union staff representative shall be notified in writing that the employee is subject to discharge, the reasons for the discharge and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting upon request.

**9.5 Employee's Right to Grieve Disciplinary Action**

Any disciplinary action or measure imposed on an employee may be processed as a grievance through the grievance procedure.

**9.6 Employee's Right to Inspect Personnel Files**

All employees shall have the right to inspect their personnel file at reasonable times during working hours in the presence of the Employer.

**ARTICLE X: WORK SCHEDULES AND OVERTIME**

**10.1 Full-Time Employees**

The normal work week for all full time employees shall be forty (40) hours per week. The County has the right to define the normal work week for all new positions. The normal work days for all employees shall be Monday through Friday.

With the exception of the Chief Deputy Sheriff, one (1) hour will be allowed for lunch. The Chief Deputy Sheriff's normal work day will be eight (8) straight hours without a duty free lunch period.

Upon mutual agreement between the Employer and employee, an employee may deviate from the normal work week or work day.

**10.2 Part-Time Employees**

The work schedules of Part-Time Employees will be determined through mutual agreement between the Employer and employee, in accordance with the needs of the Employer.

**10.3 Rest Breaks**

Employees shall be granted two (2) paid fifteen (15) minute rest breaks per each full-time work shift at times mutually agreed upon between the department heads and their employees.

**10.4 Overtime Hours**

Non-exempt employees shall earn overtime for all hours worked in excess of forty (40) hours per week. All work a non-exempt employee is required to perform on Saturdays, Sundays, or on a recognized Holiday shall also be considered overtime unless, in accordance with Section 10.1 and Section 10.2, the Employer and the employee have agreed to include a Saturday, Sunday or Holiday as an employee's normal workweek or work day. Overtime work shall have the approval of the employee's department head. An employee shall not be required to take time off during the normal work week to avoid the payment of overtime. All compensated hours including

vacation, sick leave and Holidays, but not compensatory time off, shall be considered as time worked for the purpose of computing overtime. Compensatory time off shall be excluded from the calculation of compensated hours for the purposes of the calculation of overtime or earning additional compensatory time off.

Exempt employees shall be salaried and exempt from overtime and shall be treated consistent with the provision of the Fair Labor Standards Act. The salary may be reduced to an hourly rate for bookkeeping purposes.

**10.5 Overtime Rates**

All hours worked in excess of forty (40) hours per week for non-exempt employees and all work performed on Saturdays and Sundays, unless an employee's flex schedule includes Saturday and/or Sunday as a normal shift, shall be compensated at one and one-half (1½) times the employee's rate of pay, including longevity pay. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

**10.6 Hours Worked Between Thirty-Seven and One-Half (37.5) and Forty (40) Hours per Week**

Employees whose normal workweek is thirty seven and one-half (37.5) hours per week who perform work beyond thirty-seven and one-half (37.5) hours per week and through forty (40) hours per week shall be compensated on an "hour for hour" basis. Employees may choose to either bank these hours as compensatory time off in accordance with Section 10.7 or receive monetary compensation.

**10.7 Compensatory Time Off**

At the employee's discretion, employees may choose to bank compensatory time off at the appropriate rate for hours worked in excess of their normal workweek or work day in lieu of monetary compensation. The maximum hours of accrued compensatory time is 240 hours for non-exempt employees.

On the first pay period after December 31<sup>st</sup> of each year, all employees shall be paid cash (at their December 31 rate of pay, including longevity pay) for all compensatory time off accrued in excess of forty (40) hours. Employees may also cash out all or a portion of compensatory time they have accrued. The payout date shall be the last pay period in November. A written request must be submitted to the employee's department payroll official by the second Monday in November if an employee wants to cash out all or a portion of compensatory time they have accrued. The amount cashed out will be based on the employee's rate of pay at the time of the payout, including longevity pay.

Compensatory time off will be taken at a time mutually agreed to by the department head and employee. Upon termination of employment, employees shall be compensated at their current rate of pay, including longevity pay, for any accrued compensatory time off.

**ARTICLE XI: HOLIDAY PAY**

**11.1 The following days shall be observed as paid holidays for all Full-Time Employees:**

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving Day

Memorial Day  
Independence Day  
Labor Day

Christmas Eve (Full Day)  
Christmas Day

- 11.2** With the exception of Christmas Eve, whenever any of the listed Holidays falls on a Saturday, the preceding Friday shall be observed as the Holiday. Whenever any of the listed Holidays falls on a Sunday, the succeeding Monday shall be observed as the Holiday. If Christmas Eve falls on Saturday or Sunday, then it will not be an observed Holiday.
- 11.3** Employees who are required to perform work on a Holiday, whether it is the actual holiday or the observed Holiday shall be paid one and one-half (1½) times their rate of pay, including longevity pay. Holiday pay will be paid on the day the Holiday is observed.
- 11.4** Part-Time Employees shall earn Holiday pay on a prorated basis.

## ARTICLE XII: SICK LEAVE

### 12.1 Earning Sick Leave

Full-time employees shall accrue eight (8) hours of sick leave each month. Part-time employees shall accrue a prorated amount of sick leave based on the number of hours they normally work each month.

In addition to the monthly prorated allotment, on a monthly basis the Employer will calculate the number of hours worked by Part-Time Employees in excess of the hours these employees are normally scheduled to work and credit these employees with an additional sick leave benefit. The formula used to determine additional sick leave hours shall be: (hours actually worked – scheduled hours)/hours in department's standard work month X department's monthly allotment for Full-Time Employees = additional sick leave accrued. In no event, will Part-Time Employees' sick leave accrual exceed the annual accrual for Full-Time Employees.

For the purpose of prorating benefits, the basis for the pro-ration in departments that have both thirty-seven and one-half (37.5) hour and forty (40) hour work weeks shall be determined by the standard work week for the majority of employees in that department.

For employees beginning employment within the year, shall be prorated based on the number of hours the employee will work that year.

### 12.2 Sick Leave Accumulation

If an employee has not depleted the annual sick leave benefit by December 31 of each year, the unused sick leave hours shall be deposited into a non-cash sick leave benefit account. The sick leave benefit account maximum is 1200 hours. This account will be available for the employee to use as sick leave provided the employee has depleted the annual sick leave benefit. At no time will this account be paid to the employee or the employee's estate or heirs in dollars. It is only available to be used as sick leave.

### 12.3 Using Sick Leave

Sick leave may be used for the sickness or injury of an employee or any member of their immediate family or household that requires the employee's assistance. It may also be used for the employee's and; as necessary, for any member of the employee's immediate family's or household's dental or ocular appointments, physical examinations, and other illness prevention

measures. For the purpose of this section, immediate family is defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren, in-laws, aunts, uncles, nieces, nephews, step-relatives, and domestic partner.

Employees are not permitted to use sick time during their two-week notice period unless medically necessary with medical documentation supporting the need.

**12.4 Reporting Reason for Sick Leave**

To be eligible for sick leave payment, an employee must notify the department head or his/her designee prior to the starting time of the scheduled shift. This notice shall be waived if the employee could not reasonably comply with this requirement because of circumstances beyond the employee's control.

**12.5 Medical Certification**

Claiming sick leave when physically fit, except as permitted in Article XII and Article XIII, may be cause for disciplinary action. When there is a question as to the use or abuse of the sick leave privilege, medical certification may be required to prove eligibility. Medical certification may also be required to show readiness to return to work after an extended illness.

**12.6 Accumulating Leave While on Compensated Time Off**

An employee using earned sick leave, vacation, or compensatory time shall be considered to be working for purposes of accumulating additional sick leave and vacation.

**12.7 FMLA and Other Leaves**

The combination of parenting leave, maternity leave and/or leave pursuant to the Family Medical Leave Act (FMLA) cannot exceed twelve (12) weeks in a twelve (12) month period. The twelve (12) month period is calculated measuring backward from the date an employee first uses FMLA leave. Employees must use all accumulated sick leave and may use vacation as part of the FMLA leave and the use of this accumulated time shall run concurrently and not consecutively to the FMLA leave.

If both husband and wife are employees of the Employer, they may take only a combined total of twelve (12) weeks of FMLA leave for the birth of a child and/or to care for the newborn child, for placement of a child with the employees for adoption or foster care, or to care for the employee's parent (not parent-in-law) who has a serious health condition.

If possible, employees shall give the Employer thirty (30) days notice of anticipated FMLA leave usage of the FMLA leave. Regardless of whether an employee requests a qualifying absence be treated as FMLA leave or even if the employee requests that the leave not be counted toward their FMLA leave entitlement, the Employer may designate a qualifying absence as FMLA leave. During an FMLA leave which is not used in conjunction with sick leave, the Employer may request, at three (3) week intervals, the employee to provide confirmation of their intent to return to work and the approximate date of their return.

The Employer and the Union recognize that they are subject to certain State and Federal laws governing qualified leaves including but not limited to FMLA, parenting leave and school conferences and activities leave. The requirements, conditions, and provisions of these various laws are too voluminous to recite herein. The parties acknowledge that such leaves will be governed and administered pursuant to those applicable statutes, in addition to allowable modifications contained herein and in the Pope County Personnel Management Policy and subject to the Employer's statutory authority contained in such laws.

**12.8 Other Employee's Contribution**

Employees may contribute their accumulated vacation and compensatory time off to another employee in order to extend the amount of paid sick leave available to that employee in the event of an extended illness or injury. An employee cannot donate more than eighty (80) hours in a calendar year. No employee will be allowed to receive more than one hundred (100) days of donated vacation or compensatory time off for any single condition.

**ARTICLE XIII: FUNERAL AND OTHER LEAVES**

**13.1 Funeral Leave**

Funeral leave with pay of up to three (3) days per funeral shall be allowed. These three (3) days shall be deducted from the Employee's annual sick leave benefit, or in the event that no annual sick leave benefit remains, from such other accounts that are available. Time shall also be granted, without loss of pay, to attend the funeral of a fellow Employee.

**13.2 Personal Leave**

All employees shall be entitled to take three (3) days of sick leave as personal leave days during each calendar year, with the approval of the department head. The three (3) personal leave days shall be available on January 1, of each year. For part-time employees, the personal days shall be prorated based upon the number of hours the employees normally work.

**13.3 Courthouse Closing and Inclement Weather Leave**

If the Employer determines it is necessary to close all or part of the Employer's operations during the normal work period, employees shall not suffer a loss of pay or benefits during the duration of the closing up to a maximum of sixteen (16) hours in any calendar year. Emergency closing hours in excess of sixteen (16) hours in any calendar year may be made up by using personal leave, vacation, or banked compensatory time. In the event that all paid leave is exhausted, the employee may take leave without pay or make up the time by special arrangements with their department head.

Likewise, employees absent from work because of inclement weather have the option of using personal leave, vacation, or banked compensatory time. If all accrued paid leave is exhausted, the employee may take leave without pay or make up the time by special arrangements with their department head.

**13.4 School Conferences/Activities Leave**

In accordance with Minnesota Law, employees shall be allowed up to sixteen (16) hours of unpaid time off for attendance at school conferences and classroom activities which cannot be scheduled during non-working hours.

**13.5 Military Leave**

Employees who are members of a reserved force of the United States or of this State and who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State, shall be granted a paid leave of absence not to exceed fifteen (15) working days in accordance with Federal and State Statutes. Reserve force employees called to active duty and who return to employment with the Employer, shall regain their original position or a position of equal pay for which they are qualified.

**13.6 Jury Duty Leave**

Employees shall be granted a leave of absence with pay for services on a jury. Such employees shall return fees for such jury service to the Employer. Employees shall immediately return to work if excused from jury duty prior to the end of their normal work day. The employee shall be allowed to retain their mileage and meal expenses.

**13.7 Time Off for Court Duty**

Employees required to appear before a court or other public body on any matter related to their work shall be granted time off with pay. Employees required to appear or testify in Civil or Criminal Court by nature of their employment with Employer at times other than during their regular scheduled work shift shall be compensated at one and one-half (1½) times their regular hourly rate of pay, including longevity pay, for a minimum of two (2) hours.

**13.8 Emergency Personnel Volunteer Leave**

An employee who is an active emergency personnel volunteer (such as a volunteer firefighter, emergency vehicle driver, etc.) shall be granted a leave of absence with pay when called to an emergency in their volunteer capacity. Upon completion of emergency duties, an employee shall be required to return to work as soon as reasonably possible to complete the normal work day, unless alternate arrangements are made. An employee actively engaged in the operation of an Employer vehicle at the time an emergency call is received shall be allowed to reasonably utilize such vehicle to enable his/her response to the call.

**13.9 Medical Leave**

Upon exhaustion of all sick, vacation and FMLA leaves, an employee may request an unpaid medical leave of absence. The written request must be made to the employee's department head at the earliest possible date. The department head with the advice of the Coordinator shall present the request to the County Board for approval.

The County Board shall be responsible for approving the request for unpaid medical leave of absences up to a maximum of one (1) year. The Coordinator may require the employee to submit a physician's written statement, including medical certification forms, citing the reason(s) why the employee is unable to work and the projected date of return.

If the leave is approved, the department head or Coordinator may request a physician's statement or medical re-certification, at any time during the leave, updating the employee's condition and projected date of return to work. No vacation, holiday, sick leave, longevity, or retirement benefits will accrue during said leave period. Employees on leave without pay may continue their insurance program by payment of the entire premium one (1) month in advance of premium due date. Said employee shall be reinstated at the same level of benefits as they were at prior to taking the leave as long as such reinstatement is allowable by Section 125 of the IRS code (Cafeteria Plans.)

**13.10 Leave Without Pay**

Leave of absence without pay, for reasons other than disability, may be granted to an employee requesting such leave in writing. A department head may approve a personal leave of absence for a maximum of two (2) days. A request for a leave of absence of more than two (2) days, up to and including ten (10) working days shall also require the approval of the Coordinator. A leave of absence in excess of ten (10) working days shall require the approval of the County Board. Such leaves shall not exceed six (6) months, unless extended by mutual agreement between the County Board and the employee. Upon return from an unpaid leave of absence, the employee will be offered the first available like or similar position.

Vacation and compensatory time must be exhausted prior to approval of any personal leave without pay.

Sick leave, vacation, and seniority shall not accrue during any unpaid leave of absence exceeding ten (10) days. Health insurance benefits shall cease at the end of the month in which the leave begins and will resume upon the employee's return to work. Subject to applicable law, the employee has the right to maintain coverage, at the employee's total expense, during the period of absence. Failure to comply with the dates established for the leave or to request an extension from the department head and County Board within five (5) days prior to the expiration of the leave shall constitute grounds for termination.

**ARTICLE XIV: INJURY ON DUTY / WORKER'S COMPENSATION**

If an employee receives a job-related injury or illness and is eligible for workers' compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Workers' Compensation and the employees' regular rate of pay, including longevity pay, not to exceed the current rate of pay, including longevity pay, of the employee. The difference will be charged to the employee's accumulated sick leave, vacation or any other accumulated paid leave time, providing the employee chooses to receive his/her full salary. An employee shall continue to accrue seniority, vacation, and sick leave benefits and retain all health insurance benefits for the duration of the workers' compensation related absence, and, in conformance with Minnesota Statutes. The Employer shall make an effort to return the employee to employment in the same or equal work classification which the employee held prior to the workers' compensation related absence as long as the injured employee is capable of performing the essential duties of that position.

**ARTICLE XV: VACATION**

15.1 All Full-Time Employees shall earn vacation in accordance with the following schedule:

<u>Years of Employment</u>	<u>Hours per Month</u>		<u>Hours per Year</u>		
	<u>Based on Worked/Week</u>		<u>Based on Worked/Year</u>		
	<u>37.5 hrs.</u>	or	<u>1950 hrs.</u>	or	<u>2080 hrs.</u>
0 years through 4 years	7.5	8	90	96	
5 years through 9 years	9.38	10	112.56	120	
10 years through 14 years	11.25	12	135	144	
15 years through 19 years	13.13	14	157.56	168	
20+ years	15	16	180	192	

15.2 **Part-Time Employee Vacation Accrual**

Part-Time Employees shall earn prorated annual vacation benefits based on the hours the employees are normally scheduled to work and on years of employment. On a monthly basis the Employer will calculate the number of hours worked by a Part-Time Employee in excess of the hours the employee was scheduled to work and credit the employee with additional vacation hours based on their actual hours worked. The formula used to determine additional vacation hours shall be: (hours actually worked – scheduled hours)/hours in department's standard work month X department's monthly allotment for Full-Time Employees = additional vacation hours

accrued. In no event, will Part-Time Employees' total vacation accrual exceed the annual accrual for Full-Time Employees who have equal years of service.

For the purpose of prorating benefits, the basis for the pro-ration in departments that have both thirty-seven and one-half (37.5) hour and forty (40) hour work weeks shall be determined by the standard work week for the majority of employees in the department.

**15.3 New Employee Vacation**

New Employees may use no more than three (3) days of vacation during the first six (6) months of their probationary period, with department head approval. There shall be no limit on vacation after six (6) months of employment. Vacation is not vested until after completion of the probationary period. Therefore, if any Employee is terminated prior to completion of the probationary period and has used vacation the amount of vacation used shall be deducted from the Employee's final paycheck. If the Employee's final paycheck does not cover the shortfall, the Employee shall be required to reimburse the County for said amount.

**15.4 Employees using vacation benefits must first deplete their available annual vacation benefits. If no annual vacation benefit is available, previously earned and carried over vacation may then be used at the employee's current rate of pay, including longevity pay.**

From year to year, employees may carryover one hundred and eighty (180) hours of unused vacation time which includes previously earned vacation hours and any remaining annually accrued hours. Any vacation over one hundred eighty (180) hours remaining in the employee's account as of December 31 of each year shall be lost to the employee.

**15.5 Payment for Accumulated Vacation**

An employee whose employment is terminated prior to the completion of his/her probationary period shall receive no vacation pay upon termination. An employee who is terminated or who resigns while a complaint of misconduct is pending for gross misconduct will result in forfeiture of accrued vacation. If the investigation of the employee's misconduct clears the employee or the employee is found not to have engaged in the gross misconduct following a hearing, the vacation accrual will be paid out. If an employee dies while in the employment of Employer, his/her beneficiary (or estate, if no beneficiary has been named) shall receive payment for the unused vacation time.

**15.6 Requesting Vacation**

Whenever possible, employees should request vacation in advance by making a verbal, written, or electronic request to their department head so that the request may be approved in advance of the date and time requested. The wishes of the employee will be respected as to the time of taking vacation insofar as the needs of the department will permit. Normally, no more than twenty (20) days of vacation may be taken at a time.

**ARTICLE XVI: INSURANCE**

**16.1 Life Insurance**

The Employer shall pay for life insurance coverage for all regular employees who work at least fifteen (15) hours per week as per the following schedule:

- : \$20,000.00 for employees with five (5) years or less of service
- \$30,000.00 for employees with six (6) years or more of service

## **16.2 Health Insurance Coverage**

The Base Group Health Insurance Plan shall remain unchanged unless negotiated and agreed to by both parties.

Employees may choose the Base Group Health Insurance Plan or any other available group health coverage (excluding the medical reimbursement account plan) offered by the Employer through the Cafeteria Plan. The Base Group Health Insurance Plan and any other available group health coverage (excluding the medical reimbursement account plan) are collectively referred to as the Health Plan.

## **16.3 Eligibility**

Employees who are regularly scheduled to work an average of thirty (30) hours per week shall be eligible to participate in the Health Plan.

Employees who are regularly scheduled to work less than an average of thirty (30) hours per week and employees appointed to temporary, emergency, seasonal, or intermittent positions shall not be eligible to participate in the Health Plan.

## **16.4 Employees hired before March 1, 1995**

### **Existing Retirees**

Employees hired before March 1, 1995 and who retired from the Employer prior to December 31, 2005 are eligible to continue to participate in the Health Plan within the Cafeteria Plan. The Employer's contribution will be the total cost of the premium of the Base Group Health Insurance Plan that is available at the time of open enrollment for individual employee health coverage. The Employer shall pay sixty six and two-thirds percent (66 2/3%) of the total premium for dependent (family) coverage of the Base Group Health Insurance Plan that is available at the time of open enrollment.

The difference between the Employer's contribution to the Base Group Health Insurance Plan and the actual cost of the retired employee's coverage shall be paid by the retired employee. This includes the cost difference of the Health Plan that may be included in the Employer's Cafeteria Plan.

### **Group 1**

Employees hired before March 1, 1995 who retire from the Employer with at least ten (10) years of service with the Employer and have a combination of age plus years of service with the Employer totaling at least eighty (80) on or before June 30, 2006 are eligible to continue to participate in the Health Plan within the Cafeteria Plan upon retirement subject to Minnesota Statute Chapter 471.61.

The Employer's contribution will be the total cost of the premium of the Base Group Health Insurance Plan that is available at the time of open enrollment for individual employee health coverage. The Employer shall pay sixty six and two-thirds percent (66 2/3%) of the total premium for dependent (family) coverage of the Base Group Health Insurance Plan that is available at the time of open enrollment. The Employer's contribution will end on the first day of the month the employee becomes eligible for Medicare. Should the employee die before reaching Medicare age, the employee's dependents, which are covered at the time of the employee's death, will be eligible to continue receiving the Employer's contribution until the employee's sixty-fifth (65<sup>th</sup>) date of birth.

Once the Employer's contribution expires, the employee will be eligible to continue to participate in the Health Plan within the Cafeteria Plan at the employee's expense. The employee's dependents are eligible to participate in the Health Plan after the Employer's contribution expires, as permitted by law.

The difference between the Employer's contribution to the Base Group Health Insurance Plan and the actual cost of the retired employee's coverage shall be paid by the retired employee. This includes the cost difference of the Health Plan that may be included in the Employer's Cafeteria Plan.

### **Group 2**

Employees hired before March 1, 1995 who retire from the Employer with at least ten (10) years of service with the Employer and have a combination of age plus years of service with the Employer totaling at least eighty (80) between July 1, 2006 and December 31, 2010 are eligible to continue to participate in the Health Plan within the Cafeteria Plan upon retirement subject to Minnesota Statute Chapter 471.61.

The Employer's contribution will be the total cost of the premium of the Base Group Health Insurance Plan that is available at the time of open enrollment for individual employee health coverage up to a maximum of six hundred forty-five dollars (\$645.00) per month. The Employer shall pay sixty-six and two-thirds percent (66 2/3%) of the total premium for dependent (family) coverage of the Base Group Health Insurance Plan that is available at the time of open enrollment up to a maximum of nine hundred twenty-five dollars (\$925.00) per month provided these employees have elected family coverage for at least three (3) years prior to the date of their retirement. The Employer's contribution will end on the first day of the month the employee becomes eligible for Medicare. Should the employee die before reaching Medicare age, the employee's dependents, which are covered at the time of the employee's death, will be eligible to continue receiving the Employer's contribution until the employee's sixty-fifth (65<sup>th</sup>) date of birth.

Once the Employer's contribution expires, the employee will be eligible to continue to participate in the Health Plan within the Cafeteria Plan at the employee's expense. The employee's dependents are eligible to participate in the Health Plan after the Employer's contribution expires, except as permitted by law.

The difference between the Employer's contribution to the Base Group Health Insurance Plan and the actual cost of the retired employee's coverage shall be paid by the retired employee. This includes the cost difference of the Health Plan that may be included in the Employer's Cafeteria Plan.

### **Group 3**

Employees hired before March 1, 1995 who retire from the Employer with at least ten (10) years of service with the Employer and have a combination of age plus years of service with the Employer totaling at least eighty (80) between January 1, 2011 and December 31, 2023 are eligible to continue to participate in the Health Plan within the Cafeteria Plan upon retirement subject to Minnesota Statute Chapter 471.61.

The Employer's contribution will be the total cost of the premium of the Base Group Health Insurance Plan that is available at the time of open enrollment for individual employee health coverage up to a maximum of five hundred dollars (\$500.00) per month. The Employer's

contribution will end on the first day of the month the employee becomes eligible for Medicare or upon the death of the employee, whichever comes first.

Once the Employer's contribution expires, the employee will be eligible to continue to participate in the Health Plan within the Cafeteria Plan at the employee's expense.

The difference between the Employer's contribution to the Base Group Health Insurance Plan and the actual cost of the retired employee's coverage shall be paid by the retired employee. This includes the cost difference of the Health Plan that may be included in the Employer's Cafeteria Plan.

**16.5 Employees hired on or after March 1, 1995**

Employees hired on or after March 1, 1995 are not eligible for Employer paid health insurance benefits upon retirement. However, if the employee retires with the Employer, the employee will be eligible to continue to participate in the Health Plan within the Cafeteria Plan at the employee's expense and subject to Minnesota Statute Chapter 471.61.

**16.6 Cafeteria Plan**

**Restricted Employer Credit.** \$275 per month for 2017, \$325 per month for 2018, of the Employer Credit is automatically allocated to group health coverage available through Pope County. This portion of the Employer Credit may only be used towards the participant portion of the cost for group health coverage available through Pope County. If group health coverage available through Pope County is not taken (e.g., waived), this portion of the Employer Credit is not available for other purposes, it is waived.

**Other.** \$550 per month of the Employer Credit is allocated towards benefits available through Pope County FBP (other than benefits subject to uniform coverage requirements), including but not limited to Taxable Cash.

- (a) For participants that take the group health coverage available through Pope County, this portion of the Employer Credit shall first be used towards the participant portion of the cost for group health coverage available through Pope County. Any remaining Employer Credit may be allocated towards benefits available through Pope County FBP (other than benefits subject to uniform coverage requirements).
- (b) For participants that do not take the group health coverage available through Pope County, this portion of the Employer Credit shall be allocated by the participant towards elected benefits available through Pope County FBP (other than benefits subject to uniform coverage requirements).

**16.7 Eligibility for Cafeteria Plan**

Employees who are regularly scheduled to work an average of at least thirty (30) hours per week shall be eligible to participate in the Cafeteria Plan. Employees who do not maintain the thirty (30) hours per week per year average will lose their eligibility and will be dropped from the Cafeteria Plan. Employees who lose their eligibility will not be eligible to be reinstated for a three (3) month period. In order to be reinstated under the Cafeteria Plan, the employee must

attain and maintain an average of thirty (30) hours per week of work during the entire three (3) month period during which they are not covered. Employees who work less than an average of thirty (30) hours per week shall not be eligible to participate in the Cafeteria Plan.

Retired employees are not eligible for Employer contributions toward the Cafeteria Plan except for the previously noted contribution toward the Health Plan within the Cafeteria Plan outlined in Section 16.4.

**16.8 Employer Contribution Toward Cafeteria Plan**

The Employer's contribution to the Cafeteria Plan for 2017 shall be two hundred and seventy-five dollars (\$275) restricted credit and five hundred and fifty (\$550) per month other credit. The Employer's contribution to the Cafeteria Plan for 2018 shall be three hundred and twenty-five dollars (\$325) restricted credit and five hundred and fifty (\$550) per month other credit.

**16.9 Disability Insurance Coverage**

The Employer shall provide, subject to the terms of the Employer's insurance policy, salary continuance/short term disability coverage in the amount of sixty dollars (\$60) per month for Full-Time Employees who average at least thirty (30) hours per week. In the event the eligible employee is unable to work within one hundred twenty (120) days, the Employer will provide, subject to the terms of the Employer's insurance policy, salary continuance/long term disability payments of one hundred dollars (\$100) per month while the eligible employee is unable to return to work.

**16.10 COBRA**

Pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA), employees and their covered dependents are entitled to continue health care coverage upon the occurrence of certain qualifying events that would otherwise terminate their group health care coverage. The offered coverage must be the same as they were receiving before the event and may continue beyond employment with Employer depending on the nature of the event and pursuant to the COBRA law.

**16.11 Affordable Care Act**

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

**ARTICLE XVII: TUITION REIMBURSEMENT, COST OF TRAINING, REIMBURSEMENT OF EXPENSES, LICENSING & DUES**

**17.1 Mileage**

Employees required by the Employer to use their personal cars while engaged in Employer work shall be reimbursed at the maximum rate allowed by the IRS.

**17.2 Meal and Travel Expense**

Expenses incurred when an employee is required to be away from the normal work setting while performing work related duties shall be paid in accordance with the Employer's Personnel Management Policy. Reimbursable expenses include, but are not limited to, lodging, meals, transportation costs (including parking fees), education/training costs, tuition costs, gratuities, and incidentals.

**17.3 Professional Development and Licensure**

The Employer shall cover all expenses an employee incurs that are associated with:

1. Maintaining required licenses and certifications

**17.4 Uniform allowance**

The Employer will pay a one (1) time per year uniform purchase and cleaning allowance to the Chief Deputy Sheriff and the Sheriff's Office Manager. The amount of the allowance will match the Teamsters Law Enforcement Contract representing Sheriff's Office Employees.

**ARTICLE XVIII: SALARY, ON-CALL, CALL-BACK, COURT TIME, AND LONGEVITY**

- 18.1** Employees shall be compensated, according to the 2017 Wage Schedule (Appendix A). January 1, 2018, employees shall be compensated according to the 2018 Wage Schedule (Appendix B). For 2017 and 2018, eligible employees will receive a step increase.

Full-Time Employees will receive step increases based on hours worked in their existing classification since the date of their last step increase. Regular Part-Time Employees will receive step increases based upon the Seniority provisions in Section 8.1. Other Part-Time Employees will receive step increases based upon the completion of the equivalent of one (1) year of full-time employment in their job classification. The basis of defining one (1) year equivalent for other Part-Time Employees will be determined by the number of annual hours regularly scheduled for the majority of Full-Time Employees in that department.

**18.2 Beginning Salary**

Ordinarily, newly hired employees shall be paid at the beginning of the salary schedule which is applicable to their job classification. The Employer reserves the right to grant credit for applicable education, training and/or experience provided no newly hired employee's beginning rate of pay exceeds the rate of pay of any existing employee in the same job classification with equal or greater education, training, and/or experience. Higher rates of pay may be adopted in unusual circumstances when agreed to by the Employer and the Union. If an employee is hired in the same classification at a higher step than an existing employee, without having greater education, training, and/or experience, the existing employee will be moved to the same step as the new hire.

**18.3 New Classification**

Any new position description created by the Employer that is within the bargaining unit as described in Article II will be submitted to the Union for review and input before submitting the description to an outside consultant for evaluation and grade assignment. Likewise, any reclassification of an existing job description that is within the bargaining unit shall be submitted to an outside consultant for evaluation and grade assignment.

**18.4 Salary Upon Promotion, Reclassification, Lateral Move or Demotion**

Employees promoted into the bargaining unit from another bargaining unit or non-bargaining unit position will be placed on the step of the salary schedule for their new position that represents at least a step increase in the employee's current rate of pay.

Employees of this bargaining unit who receive promotions to higher grade positions within the bargaining unit will be placed on the first step that represents at least a step increase in the employee's current rate of pay.

Employees of this bargaining unit who apply for and receive a different position within the bargaining unit which is the same grade as their current grade will be placed on their current step.

Employees of this bargaining unit who apply for and receive a different position within the bargaining unit which is a lower grade and/or are demoted to a position within the bargaining unit which is a lower grade will be placed on the step closest to the employee's current rate of pay.

Employees of this bargaining unit who have their positions reclassified and placed on a higher grade will be placed on the first step that represents at least a step increase in the employee's current rate of pay.

Employees of this bargaining unit who have their positions reclassified and placed on a lower grade will be placed on the step closest to the employee's current rate of pay.

#### **18.5 Call Back Compensation**

Non-exempt Employees who are required to make an unscheduled return to work after the completion of his/her scheduled workday or workweek, shall receive a minimum of two (2) hours pay at the rate of one and one-half (1½) times their rate of pay, including longevity pay.

Exempt Employees, who are required to make an unscheduled return to work after the completion of his/her scheduled workday or workweek, shall receive a minimum of two (2) hours pay at straight time, on an hour for hour basis.

An early start or extension of a normal workday shall not be considered a call back.

#### **18.6 On Call Compensation**

The Chief Deputy Sheriff shall receive on call pay of one hundred dollars (\$100) per month. The Employer shall provide the Chief Deputy Sheriff with a cell phone when he/she is on call.

If any other employees are required to be on call, the rate of compensation shall be negotiated with the Union.

#### **18.7 Longevity**

To recognize and compensate the dedicated Employee who makes it a career serving Pope County, a longevity benefit plan is hereby implemented with payments as follows:

- Beginning the 11<sup>th</sup> year, Employees shall receive thirty cents (\$.30) above current step wage.
- Beginning the 13<sup>th</sup> year, Employees shall receive sixty cents (\$.60) above current step wage.
- Beginning the 16<sup>th</sup> year, Employees shall receive eighty cents (\$.80) above current step wage.
- Beginning the 21<sup>st</sup> year, Employees shall receive one dollar (\$1.00) above current step wage.
- Beginning the 26<sup>th</sup> year, Employees shall receive one dollar and fifty cents (\$1.50) above current step wage.
- Beginning the 30<sup>th</sup> year, Employees shall receive two dollars (\$2.00) above current step wage.

Full-Time and Regular Part-Time Employees will receive longevity pay based upon the Seniority provisions in Section 8.1. Other Part-Time Employees will receive longevity pay based upon the completion of the equivalent of one (1) year of full-time employment in their job classification.

The basis of defining one (1) year equivalent for other Part-Time Employees will be determined by the number of annual hours regularly scheduled for the majority of Full-Time Employees in that department.

Employees hired after December 31, 2008 shall not be entitled to longevity pay.

#### **ARTICLE XIX: 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 contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

#### **ARTICLE XX: SAFETY**

- 20.1** The Employer and all employees shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such an employee to be in a situation that violates Federal and/or State safety standards, the matter shall be immediately considered by the Employer. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth in this Agreement.
- 20.2** First aid kits shall be stocked and placed in designated areas.
- 20.3** Regardless of how slight the injury, all employees who are injured during the course of their employment shall file an accident report to the designated supervisor on forms furnished by the Employer within 24 hours as reasonably possible.
- 20.4** In the interest of work safety, the Employer may require employees to undergo a medical evaluation that will enable the Employer to determine the employee's fitness for performance of his/her duties.
- 20.5** Employees required to have a physical examination as part of their employment shall have such examination paid by the Employer plus be allowed time off for taking such examination.

#### **ARTICLE XXI: COMPLETE AGREEMENT**

This Agreement shall represent the complete agreement between the Employer and the Union. Accordingly, unless it is determined to be in the best interest of both parties, the Employer and the Union each agrees that, for the life of this Agreement, the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement.

#### **ARTICLE XXII: DURATION**

This Agreement will be effective as of January 1, 2017, and will remain in full force and effect through December 31, 2018. It will be automatically renewed from year to year thereafter unless either party notifies the other in writing by October 1, 2018 that it desires to modify this Agreement. In witness

thereof, the parties have caused this Agreement to be executed this 15 day of November, 2016.

FOR: POPE COUNTY

FOR: AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL NO. 65, AFL-CIO

*Jason Hoyer*  
Board Chair Date  
*Bradley R. Albright* 11/15/2016  
Coordinator Date

*[Signature]* 11-15-16  
Union Representative Date  
*[Signature]* 11-15-16  
Union Steward Date  
*[Signature]* 11/15/16  
Union Steward Date

**Appendix A**  
**2017 Wage Schedule: AFSCME**  
**2.25% General Wage Adjustment**

Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Office Manager	7	17.60	18.14	18.68	19.24	19.82	20.41	21.03	21.65	22.31	22.98	23.66
Technical Support Specialist-Rural Addressing	7	17.60	18.14	18.68	19.24	19.82	20.41	21.03	21.65	22.31	22.98	23.66
Financial Assistance Supervisor	11	23.30	24.00	24.72	25.46	26.22	27.01	27.82	28.65	29.52	30.40	31.31
Network Administrator	11	23.30	24.00	24.72	25.46	26.22	27.01	27.82	28.65	29.52	30.40	31.31
Chief Deputy Sheriff	14	28.74	29.60	30.50	31.40	32.35	33.32	34.32	35.35	36.41	37.50	38.62
Social Services Supervisor	14	28.74	29.60	30.50	31.40	32.35	33.32	34.32	35.35	36.41	37.50	38.62

The County shall pay, Paula Hoverud a onetime lump sum payment of two-hundred dollars (\$200) the first payroll in January, 2017. This payment shall be processed as taxable income.

**Appendix B**  
**2018 Wage Schedule: AFSCME**  
**2.5% General Wage Adjustment**

Position	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Office Manager	7	18.05	18.59	19.15	19.72	20.31	20.92	21.55	22.19	22.87	23.55	24.26
Technical Support Specialist-Rural Addressing	7	18.05	18.59	19.15	19.72	20.31	20.92	21.55	22.19	22.87	23.55	24.26
Financial Assistance Supervisor	11	23.88	24.60	25.34	26.09	26.88	27.69	28.51	29.37	30.25	31.16	32.09
Network Administrator	11	23.88	24.60	25.34	26.09	26.88	27.69	28.51	29.37	30.25	31.16	32.09
Chief Deputy Sheriff	14	29.46	30.34	31.26	32.19	33.16	34.16	35.18	36.23	37.32	38.44	39.59
Social Services Supervisor	14	29.46	30.34	31.26	32.19	33.16	34.16	35.18	36.23	37.32	38.44	39.59