

**LABOR AGREEMENT**

**BETWEEN**

**STEVENS COUNTY**

**AND**

**AFSCME, COUNCIL 65**

**LOCAL 2022**

**STEVENS COUNTY HIGHWAY EMPLOYEES**

**January 1, 2018 through December 31, 2019**

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## ARTICLE 1

### PURPOSE OF AGREEMENT

This agreement is entered into between STEVENS COUNTY, hereinafter called EMPLOYER, and the American Federation of State, County and Municipal Employees (AFSCME), Council 65, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- A. Establish certain hours, wages, and other conditions of employment.
- B. Establish procedures for the resolution of disputes concerning this AGREEMENT's interpretation and/or application;
- C. Specify the full and complete understanding of the parties;
- D. Place in written form the parties' agreement upon terms and conditions of employment for the duration of the AGREEMENT.

## ARTICLE 2

### RECOGNITION

- A. The EMPLOYER recognizes the UNION as sole and exclusive bargaining agent under Minnesota Statutes 179.1, Subdivision 3, for all EMPLOYEES in the Highway Department of Stevens County, excluding supervisory and confidential employees.
- B. The EMPLOYER shall not meet with, confer with, or enter into any agreements with any employee coming under the jurisdiction of this AGREEMENT, either individually or collectively, except through the UNION. No discrimination shall be exercised against any EMPLOYEE because of UNION membership or because of race, creed, color, sex, religious or political beliefs.

## ARTICLE 3

### DEFINITIONS

- A. UNION: American Federation of State, County and Municipal Employees, Council 65.
- B. EMPLOYER: Stevens County.
- C. UNION MEMBER: A member of the Highway Department Employees Union.
- D. EMPLOYEE: A member of the bargaining unit covered by this AGREEMENT.
- E. REGULAR EMPLOYEE: Member of the bargaining unit who has completed a six (6) month probationary period.
- F. BASE PAY RATE: The EMPLOYEE's hourly rate of pay excluding longevity.

- G. REGULAR HOURLY RATE: The EMPLOYEE'S hourly rate of pay including longevity.
- H. SENIORITY: Length of continuous service with the EMPLOYER.
- I. LONGEVITY: An hourly compensation set forth within this AGREEMENT as remuneration in addition to the base pay rate.
- J. RESIGNATION IN GOOD STANDING: A voluntary resignation by an EMPLOYEE to cease working for the EMPLOYER, submitted to the Department Head at least two weeks prior to the effective date of the resignation.

ARTICLE 4  
EMPLOYER AUTHORITY

- A. The UNION recognizes the right of the EMPLOYER to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities, including county personnel policies and work rules. The EMPLOYER retains all prerogatives and authority not officially abridged, delegated, or modified by this AGREEMENT.
- B. Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER to subcontract work normally done by EMPLOYEES covered by this AGREEMENT.

ARTICLE 4-A  
UNION SECURITY

- A. In recognition of the Union as the exclusive representative, the Employer shall:
  - A.1 The Employer agrees to deduct each month the dues and other Union approved deductions of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted monthly, together with an itemized statement, to the Treasurer of the Union after such deductions are made. The Union shall provide standard authorization cards for check off of dues.
  - A.2 Deduct fair share fees in accordance with the provisions of Minnesota

Statutes, Section 179A.06, Subd. 3 (1986).

- A.3 Dues shall be deducted from a newly hired employee's pay the first payroll that occurs thirty (30) days following the new employee's start of employment.
- B. The Union agrees to represent all members of the unit fairly and without discrimination.
- C. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suit, orders or judgments including attorney's fees brought or issued against the Employer under the provisions of this Article.
- D. The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and designation of successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representative(s).
  - D.1 The Employer agrees to recognize stewards certified by the Union as provided in this Section, subject to the following stipulations:

Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances to the Employer. No more than one (1) steward shall investigate or present a grievance on paid time.
  - D.2 The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without the prior approval of the Employer.

ARTICLE 5.  
GRIEVANCE PROCEDURE

- A.1 Definition of a Grievance: A grievance is defined as a dispute or a disagreement as to the interpretation or application of the specific terms or conditions of this Agreement.
- B.2 Processing of a Grievance: It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the Employer who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- C.3 Procedure: Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this contract shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor in writing. The supervisor will discuss and give a written answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the department head. The department head shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the department head's final Step 2 answer.

Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the County Board. The County Board, or its designee shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the County Board's or their designee's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 3A. A grievance unresolved at Step 3 which has been appealed to Step 4 may, by mutual written agreement of the parties, be submitted to mediation prior arbitration. Statements and/or offers made during the course of mediation shall not be used by any party against the other in any subsequent arbitration or dispute.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the rules established by the Bureau of Mediation Services regarding the selection of arbitrators. Absent any factors beyond the control of the Union or the Employer, the Union and the Employer shall select an arbitrator within ninety (90) calendar days from the date the Union appeals the grievance to Step 4 of the grievance procedure. If no selection is made within this ninety (90) day timeframe, the grievance shall be considered waived. However, no such waiver shall occur due to the failure of the Employer to engage in the selection process.

D.4 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following 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 contract and to the facts of the grievance presented.

- E.5 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.
- F.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit of each step may be extended by mutual written agreement of the Employer and Union.
- G.7 Choice of Remedy: If, as a result of the written Employer's response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4, or a procedure such as: Civil Service, Veterans Preference or Human Rights. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission and Americans with Disabilities Act, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 6  
WORK SCHEDULES

A. The sole authority in establishing work schedules is the EMPLOYER. The normal work day for EMPLOYEES shall be in accordance with the schedule below:

1. SUMMER SCHEDULE: The Monday before Memorial Day to the Last Friday before Labor Day.

Maintenance Section: 10 hour day/4 days a week/Monday through Thursday

Engineering Section: Determined through mutual agreement of Employer and Employees

Office Staff: Determined through mutual agreement of Employer and Employees

2. WINTER SCHEDULE: Balance of Calendar Year

Maintenance Section: 8 hour day/5 days a week/Monday through Friday

Engineering Section: Determined through mutual agreement of Employer and Employees

Office Staff: Determined through mutual agreement of Employer and Employees

The normal work week shall be forty (40) hours Monday through Friday of each week.

B. An EMPLOYEE called back to work outside of his normal work day or work week shall be guaranteed a minimum of three (3) hours work at one and one-half (1½) times the regular hourly rate.

C. An EMPLOYEE required to stand by for special emergency work shall be paid for all such stand-by hours at his overtime rate or in compensatory time off at the EMPLOYEE'S option. For this purpose, the work day shall begin at 12:00 a.m. and conclude at 11:59 p.m.

- D. An EMPLOYEE shall receive two (2) fifteen (15) minute rest periods each work day, one during the morning hours and one during afternoon hours.
- E. EMPLOYEES shall be provided a one-half (½) hour unpaid lunch period.
- F. Utilization of Compensatory Overtime will be subject to the direction and approval of the Department Head or his/her designee. EMPLOYEES may request compensatory time off from their Supervisor. Requests may be submitted no later than four (4) hours prior to the initiation of the comp time usage, but the supervisor may waive the four (4) hour requirement. Compensatory time off requests, once approved, will be taken by the EMPLOYEE, unless the employee withdraws the request at least four (4) hours prior to the end of the work day preceding the requested time off. In the event of an emergency, the EMPLOYER reserves the right to call EMPLOYEES back to work.
- G. EMPLOYEES called back to work during vacation or while on compensatory time off shall receive a minimum of three (3) hours' time at one and one-half (1½) times the regular hourly rate. An EMPLOYEE in this situation who works more than three (3) hours shall be paid for a minimum of eight (8) hours at regular pay and shall be required to work for all hours paid if requested to do so by their supervisor.
- H. The Maintenance Section is defined as that group of employees with the following job titles: Heavy Equipment/Highway Maintenance; Sign Technician; Mechanic.

ARTICLE 7  
OVERTIME PAY

- A. Work performed in excess of the normal work day or normal work week shall be computed at one and one-half (1.5) times the EMPLOYEES regular hourly rate.
- B. Work performed on Saturday and Sunday shall be computed at one and one-half (1.5) times the EMPLOYEE'S hourly rate of pay.
- C. Overtime compensation shall be made either in cash or in compensatory time off at the EMPLOYEE'S option. No employee shall retain more than one hundred

(100) hours in compensatory time off.

- D. Overtime shall be divided as equally as possible among all EMPLOYEES, with due consideration for regular or normal assignments of individual EMPLOYEES.
- E. For the purpose of computing overtime compensation, daily overtime and weekly overtime shall not be pyramided, compounded or duplicated.
- F. If the provisions of the FLSA become inoperative, for any reason, so far as the EMPLOYER's operations are concerned, and are not superseded by comparable other law, then it is agreed that the provisions of this Article shall be subject to revision by agreement of the two parties.

ARTICLE 8  
VACATIONS

- A. All REGULAR EMPLOYEES covered by this AGREEMENT shall earn vacation benefits as follows:
  - 1. Beginning with the first year of continuous service with the County, an EMPLOYEE shall receive 1 work day (8 hours) for each month of service.
  - 2. Beginning with the sixth year of continuous service with the County, an EMPLOYEE shall receive 1¼ work day (10 hours) for each month of service.
  - 3. Beginning with the eleventh year of continuous service with the County, an EMPLOYEE shall receive 1½ work day (12 hours) for each month of service.
  - 4. Beginning with the sixteenth year of continuous service with the County, an EMPLOYEE shall receive 1¾ work day (14 hours) for each month of service.
  - 5. Beginning with the twenty-first year of continuous service with the County, an EMPLOYEE shall receive 2 work days (16 hours) for each month of service.
  - 6. Beginning with the twenty-sixth year of continuous service with the County, an EMPLOYEE shall receive 2¼ work days (18 hours) for each month of service.
  - 7. Beginning with the thirty-first year of continuous service with the County, an EMPLOYEE shall receive 2½ work days (20 hours) for each month of service.
  - 8. Beginning with the thirty-sixth year of continuous service with the County, an EMPLOYEE shall receive 2¾ work days (22 hours) for each month of service.

- B. Vacation benefits may be accumulated up to but not exceeding two hundred fifty (250) hours. EMPLOYEES who have accumulated the maximum amount permissible may be sent home on vacation to avoid loss of vacation benefits.
- C. All vacation time must be requested by filing a vacation request card. Requests for more than one (1) day of vacation leave must be cleared and approved by the Department Head at least one (1) week prior to the beginning of the proposed vacation. The Department Head or Supervisor may waive the one (1) week notice provision of this paragraph. Vacation requests, once approved, must be taken by the employee, unless the employee withdraws the request at least one week prior to the requested time off.
- D. At the discretion of the employer, if conditions warrant, the number of EMPLOYEES who may be granted concurrent vacation time may be held to a total of three (3).
- E. Additional vacation benefits are set forth in Article 10, Section A, Sick Leave.
- F. An EMPLOYEE who leaves employment with Stevens County shall be paid for accumulated and unused vacation benefits up to but not exceeding two hundred fifty (250) hours.
- G. Employees may use accumulated vacation leave upon satisfactory completion of the probationary period. Leave will accrue from the first date of employment.

ARTICLE 9  
HOLIDAYS

- A. All REGULAR EMPLOYEES covered by this AGREEMENT shall be entitled to the following holidays off with pay each year: New Year's Day, Martin Luther King Day, Presidents Day, Good Friday one half day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day (in lieu of Columbus Day), Christmas Eve one half day (when Christmas Eve falls on a Monday, Tuesday Wednesday or Thursday) and Christmas Day. When Christmas Eve falls on a Friday, REGULAR EMPLOYEES shall receive a one half day floating holiday to be used anytime during the calendar year. One half day floating holiday requests are subject to supervisor's approval. The one half day floating holiday cannot be accrued and will not carry over from one year to the next. In addition, all regular full-time employees shall be

- entitled to one eight (8) hour floating holiday to be taken at the discretion of the employee within the calendar year in which it is given.
- B. When a paid holiday under A falls on a Sunday, the following Monday shall be observed as the holiday. When a paid holiday under A falls on a Saturday, the preceding Friday shall be observed as the holiday.
  - C. In order to qualify for the holiday pay under A of this Article, an otherwise qualified EMPLOYEE must:
    - 1. Work his last scheduled work day immediately preceding the holiday and his first scheduled work day immediately following the holiday, unless the absence is for a reason satisfactory to his supervisor.
  - D. All work performed on holidays listed in Article 9, Section A, above shall be paid for at one and one-half (1½) times the EMPLOYEE's REGULAR HOURLY RATE in addition to the holiday pay under A of this Article.
  - E. Pay for Maintenance Section workers for the two holidays which occur during the Summer Schedule (Memorial Day, 4<sup>th</sup> of July) shall be computed as ten (10) hour work days; the balance of holidays shall be computed on an eight (8) hour basis. Holiday pay for the Engineering Section and Office Staff shall be computed on the basis of the scheduled work day and/or work week for the week in which the holiday is observed. Pay for an employee's floating holiday shall be equal to the number of hours the employee is scheduled to work on the day the floating holiday is taken.

ARTICLE 10  
SICK LEAVE

- A. Sick leave with pay shall be earned by each REGULAR EMPLOYEE at the rate of one (1) working day (8 hours) for each full month of service. Unused sick leave to an EMPLOYEE's credit may be accumulated from year to year without limit, provided that:
  - 1. When the amount accumulated reaches a total of eight hundred (800) hours, then one-half (½) of all sick leave earned in the future will be added to the vacation time accumulated under Article 8, Section B, Vacations.
  - 2. When the amount accumulated drops below eight hundred (800) hours, sick leave shall not be credited to accumulated vacation benefits until the total accumulated sick leave again totals eight hundred (800) hours.
- B. An EMPLOYEE may use his accrued sick leave during any period he is unable to work because of sickness or injury on or off the job, at the rate of pay he is receiving at the time

of such sickness or injury in the amount of eight (8) hours for each day he is unable to work. Sick leave benefits may be used upon satisfactory completion of three months employment. Leave will accrue from the first date of employment.

C. Accrued sick leave may be used for the following:

1. Illness of EMPLOYEE
2. Injury of EMPLOYEE
3. Need by EMPLOYEE or member of immediate family for acute medical or dental care; immediate family, for the purposes of this Section, shall be defined by M. S. § 181.9413.
4. Medical or dental care for EMPLOYEE which cannot be obtained after normal working hours

D. In order to be eligible for sick leave with pay under this Article, an EMPLOYEE must report or cause to be reported to the Department Head or his office the reason for such sick leave, provided:

1. Such report shall be made early enough, if possible, for arrangements to be made to ensure the work of the department is not disrupted.
2. In the case of EMPLOYEE illness, sick leave of a maximum of three (3) consecutive days shall be allowed without a doctor's certification. The Department Head may require such certification for such leave in excess of three (3) days.
3. Claiming sick leave when physically fit, except for reasons set forth in Section C above, shall be cause for disciplinary action including, but not limited to, waiver of three (3) day period referred to in Section D, Part 2, above, demotion, and suspension.

E. An EMPLOYEE with ten (10) or more years of continuous service shall receive severance pay upon separation from employment with the EMPLOYER (except where such separation is because of dismissal for cause) calculated in accordance with the following schedule:

<u>HOURS OF ACCUMULATED SICK LEAVE</u>	<u>PERCENTAGE OF PAID OUT</u>
0 - 250	15%
251 - 500	20%
501 - 750	25%
751 - 1000	30%
1001 - 1250	35%

1251 - 1500	40%
1501 - 1750	45%

Formula:

# of Sick Leave Hours x Pay Rate on Date of Severance x Applicable Percentage = Severance Pay

An Employee's severance pay shall be deposited into their Health Care Savings Plan account administered by the Minnesota State Retirement System. Any severance pay that is \$500 or less will be paid to the employee and not deposited into their Health Care Savings Plan.

F. An EMPLOYEE may also be eligible for Family and Medical Leave as provided by the Family and Medical Leave Act of 1993 as implemented by the EMPLOYER.

ARTICLE 11  
OTHER LEAVES

A. Leave of Absence:

1. Leaves of absence without pay may, solely at the discretion of the EMPLOYER, be granted for periods not to exceed six (6) months without loss of seniority or longevity benefits set forth in Article 15, provided:
  - a. Such leaves may be limited to one EMPLOYEE at a time in each department.
  - b. Such leaves will be granted only when requested in writing and while the EMPLOYEE is actively employed by Stevens County. An EMPLOYEE on leave of absence who collects his accumulated PERA contributions shall be deemed to have severed his employment with the County, and his leave shall be terminated.
2. Upon request, illness (physical or mental) leave may be extended for an additional six (6) months' period upon the expiration of any one such period.
3. Leave of absence WITH pay shall be granted to EMPLOYEES who are called for jury duty or subpoenaed as a witness. Pay received from the Courts shall be paid back to EMPLOYER.
4. Seniority and longevity benefits shall not accrue to EMPLOYEES while on leave without pay.

B. Funeral Leave:

- a. An employee shall be allowed five (5) working days with pay for a death in his/her immediate family (spouse, child, parent).

- b. An employee shall be allowed three (3) working days for any of the following family members: sibling, parent-in-law, grandchild, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- c. An employee shall be allowed one (1) working day with pay for the death of a grandparent.
- d. One (1) working day with pay shall be allowed to attend the funeral of, or make funeral arrangements for, a grandparent, aunt or uncle of the employee which shall be deducted from sick leave.
- e. Any employee selected to be a pall bearer for a deceased County employee shall be allowed one (1) day funeral leave with pay which shall be deducted from sick leave.
- f. Upon prior approval and at the sole discretion of the Employer, one (1) day of funeral leave with pay may also be granted for an employee selected as a pall bearer for any other person which shall be deducted from sick leave.

With respect to (d-f) where there is insufficient sick leave, the employee shall take leave without pay or vacation, at the employee's option.

ARTICLE 12  
HEALTH AND COMPONENT BENEFIT PLAN

A. Component Benefit Plan

The Employer shall sponsor a component benefit plan within the meaning of Section 125 of the Internal Revenue Code of 1986. The component benefit plan shall permit the payment of benefits elected by the eligible employee from a menu of benefits ("component benefits") consisting of group health premium coverage, individual health premium coverage, disability coverage, group term life coverage, dependent care reimbursement and medical care reimbursement.

Payment shall be made through the allocation of the Employer contribution and pre-tax and after-tax payment by the eligible employee. Each component benefit shall have its own eligibility requirements as described below in the appropriate section.

Subd. 1 Eligibility: Employees shall be eligible to participate in the component benefit plan as follows:

(a) Employees. Scheduled to work 30 hours per week, 52 weeks per year.

(b) Part time employees. Scheduled to work 4/5 time or more per week; eligibility begins when the employee has worked 4/5 time or more for three (3) consecutive months and remains eligible until the 4/5 time work schedule is not achieved in three (3) consecutive months.

Subd. 2 Employer Contribution

For those employees hired on or before December 31, 2015, the Employer will contribute benefit dollars in the amount of \$750.00 per month to a component benefit plan. The intent is to primarily fund health insurance premiums. The money can be used to fund any combination of pre-tax and post-tax benefits. If the employee elects to enroll in other “qualified” coverage other than the employer’s plan, they must provide proof of coverage and the \$750.00 will be allowed to be used for any other combination of benefits pre-tax and post-tax or as taxable compensation.

Excluding internal transfers, for those employees hired on or after January 1, 2016, the employer will provide \$750.00 per month of benefit dollars toward a component benefit plan. The primary purpose of the component benefit plan is to provide health insurance premiums. \$250.00 of benefit dollars must be spent on pre-tax benefits. Any amount not spent pre-tax will be forfeited. \$500.00 of benefit dollars will remain to be spent on pre-tax or post-tax benefits.

Subd. 3 Core Benefits. Core benefits are the component benefits under the component benefit plan for which an eligible employee shall enroll and for which the Employer contribution shall be used to pay the cost.

a) Health and Hospitalization Coverage. Payment of qualifying coverage under the Affordable Care Act (ACA), is considered a component benefit of the component benefit plan, provided the terms of the policy do not conflict with the terms and conditions of the component benefit plan. For qualifying group health plans, Federal regulations permit pre-tax payment of group sponsored coverage premiums; premiums for coverage obtained through an individual policy plan or spouse’s group policy plan are not pre-tax eligible. The requirements to obtain

health and hospitalization coverage are the same as the component benefit plan eligibility requirements.

b) Disability Coverage. Regular full-time and eligible part-time employees shall receive group short-term disability insurance coverage up to a maximum monthly benefit of One Hundred and Forty Dollars (\$140.00).

c) Life Insurance. Regular full-time employees and eligible part-time employees shall receive group life insurance in the amount of \$15,000 face value and shall be afforded the option to purchase additional coverage.

Subd. 4. Optional Coverage. An eligible employee may purchase additional short-term and/or long-term coverage and life insurance on an after-tax basis.

a) Eligible employees may purchase at the employee's expense, dental insurance as a pre-tax benefit.

#### Section B - Dependent Care Reimbursement

Dependent care reimbursement is a component benefit of the component benefit plan. The plan permits the reimbursement of eligible dependent care expenses on a pre-tax basis in accordance with Section 129 of the Internal Revenue Code of 1986 as reflected in the component benefit plan document. The eligibility requirements are the same for full-time employees and part-time employees.

#### Section C - Medical Care and Limited Medical Reimbursement

If the employee is enrolled in a qualifying group plan, the plan permits the reimbursement of eligible medical care expenses on a pre-tax basis in accordance with Section 105(h) of the Internal Revenue Code of 1986 as reflected in the component benefit plan document. For those enrolled in non-qualifying group plans, the limited medical reimbursement plan is available. The eligibility requirements are the same for full-time employees and part-time employees.

Section D The EMPLOYER agrees to pay for the cost of physical examinations required for employees to obtain or maintain commercial driver's licenses.

Section E The UNION agrees to the conditions of the Drug and Alcohol Policy set forth by the County and required by the United States Department of Transportation, including the provision for random testing. It is understood, however, that should subsequent legislation or legal decisions alter the federal requirements, this policy may be unilaterally changed by the EMPLOYER following notification of the UNION.

Section F Article 12 shall be subject to a reopener for 2019 in the event the health insurance premiums increase by more than 5.0% for 2019.

ARTICLE 13  
SENIORITY AND PROBATIONARY PERIODS

- A. All newly hired or rehired EMPLOYEES shall serve a six (6) month probationary period, during which time they may be terminated at the sole discretion of the EMPLOYER.
- B. Upon completion of the probationary period, EMPLOYEES shall become REGULAR EMPLOYEES within the meaning of this AGREEMENT and shall be credited with seniority dating from the first date of continuous employment with the EMPLOYER.
  - 1. The principles of seniority shall apply in layoffs, recalls, and transfers, provided, however, no REGULAR EMPLOYEE shall be laid off while probationary EMPLOYEES are working and provided also that more senior EMPLOYEES are qualified to do the work available.
    - a. An EMPLOYEE to be laid off under this Article for an indefinite period of time shall have a minimum of seven (7) calendar days' notice of such lay-off.
    - b. Notice of a recall to work under this Article shall be sent to the affected EMPLOYEE, at his last known address, by certified mail. A failure to respond to such notice within ten (10) days of the mailing of such notice shall be deemed a voluntary separation from employment.
  - 2. For a period of seven (7) days prior to filling such vacant or newly created position, the EMPLOYER shall post, in a conspicuous place, notice of all vacant or newly created positions to be filled. Such notices shall state the type of work, the place of work, the rate of pay, normal hours to be worked, and the job classification.

- A. EMPLOYEE assigned to the posted job shall be on probation for ninety (90) days, during which time he may be returned to his former position at the sole discretion of the EMPLOYER or upon request of the EMPLOYEE, without loss of seniority.
  
- B. Seniority shall be lost only for the following reasons:
  - 1. Voluntary separation from employment.
  - 2. Discharge by the EMPLOYER.
  
- C. 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:
  - A. Oral Reprimand
  - B. Written Reprimand
  - C. Suspension and/or Demotion
  - D. 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. Just cause for discipline, shall include, but not be limited to theft, intentional or negligent destruction of EMPLOYER property, an assault or threat made against other persons, disobedience of or failure to obey a lawful order, substandard work performances, working under the influence of an intoxicant, commission of a crime, excessive absenteeism or tardiness, abuse of sick leave, violation of Department rules or repetition of lesser offenses. This listing is illustrative only and not intended to be all inclusive.

#### Union Steward Present at Questioning

Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given the opportunity to have a Union Steward present at such questioning. This provision does not apply to investigation of criminal conduct or to normal employee reporting requirements.

#### Written Record of Disciplinary Actions

A written record of all disciplinary actions 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.

#### Discharge Procedure

If the EMPLOYER feels there is just cause for discharge, the employee shall first be suspended for five (5) working days. 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 her/his side of the story and is entitled to Union representation at such meeting upon request.

#### 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.

#### Employee's Right to Inspect Personnel File

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

### ARTICLE 14

#### MISCELLANEOUS

- A. When an EMPLOYEE feels that his unit or any other equipment is not reasonably safe to use, or is otherwise in need of maintenance or repair, he shall report the matter, or cause to be reported, to the Maintenance Supervisor. (If Maintenance Supervisor is not available the matter may be reported to one of the shop mechanics).
- B. Time spent by an EMPLOYEE on sick leave, on vacation, or absent from work while receiving payments under a Workers' Compensation Law will be counted as time worked for the purpose of computing sick leave or vacation benefits. No combination of sick leave payment, vacation pay, and workers compensation shall exceed the EMPLOYEE's BASE RATE.

- C. 1. No EMPLOYEE shall suffer a loss of pay because of attendance during normal working hours at either a negotiation meeting as a member of the UNION's Negotiating Committee or at a meeting under the grievance procedures of Article V, provided:
  - a. The number of EMPLOYEES serving on the UNION Negotiating Committee for which Section C, Part 1, shall apply shall not exceed three (3).
  - b. Time spent in a meeting under the grievance procedure for purposes of Section C, Part 1, shall not exceed one (1) hour.
- 2. Time spent by an EMPLOYEE in attendance at meetings described in Section C, Part 1, of this Article that are held outside the EMPLOYEE's normal working hours shall not count as time worked for purposes of computing overtime or any other benefit under this AGREEMENT.
- D. The UNION shall be permitted the use of bulletin boards, maintained by the EMPLOYER, for posting of matters relating to UNION affairs.
- E. Representatives of the Stevens County Highway Employees UNION 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 they are concerned.
- F. When an EMPLOYEE is required to provide his/her own transportation to report to work at a location other than his/her normal work station, he/she will be paid mileage at the current rate set by the County Board of Commissioners for the miles driven to and from work. No mileage will be paid to anyone reporting at his/her normal work location.
- G. Any EMPLOYEE who terminates employment with the County shall be paid cash for any accumulated compensatory overtime available as part of severance pay.
- H. If an EMPLOYEE should die prior to retirement while a REGULAR EMPLOYEE, his family shall be paid in cash for:
  - 1. Unused vacation benefits as per Article 8, Part F.
  - 2. Accumulated compensatory overtime available.

3. Accumulated Sick Leave, per Article 10, see E.

ARTICLE 15

WAGES

- A. Effective January 1, 2015, all Employees covered by this AGREEMENT shall be paid in accordance with Article 18, Salary List, attached hereto and made a part of this AGREEMENT.
- B. REGULAR EMPLOYEES temporarily transferred from a job at one rate to a job at a lower rate shall not have their rate of pay reduced thereby until the transfer has been made permanent. It is agreed that for purposes of this Article a transfer is permanent immediately if the EMPLOYEE has requested it and permanent at the end of thirty (30) calendar days if the transfer is initiated at the request of the EMPLOYER.
- C. In addition to the rates set forth in Article 18, EMPLOYEES shall receive longevity payments as follows:
1. Beginning with the eleventh year of continuous service with the County, an employee shall receive twenty-five cents (\$0.25) per hour above the current BASE PAY RATE.
  2. Beginning with the sixteenth year of continuous service with the County, an EMPLOYEE shall receive thirty cents (\$0.30) per hour above the current BASE PAY RATE.
  3. Beginning with the twenty-first year of continuous service with the County, an EMPLOYEE shall receive thirty-five cents (\$0.35) per hour above the current BASE PAY RATE.
  4. Beginning with the twenty-sixth year of continuous service with the County, an EMPLOYEE shall receive forty cents (\$0.40) per hour above the current BASE PAY RATE.
  5. Beginning with the thirty-first year of continuous service with the County, an EMPLOYEE shall receive forty-five cents (\$0.45) per hour above the current BASE PAY RATE.
  6. Beginning with the thirty-six year of continuous service with the County, an EMPLOYEE shall receive fifty-five cents (\$0.55) per hour above the current BASE PAY RATE.  
BEGINNING

WITH YEAR	PER HOUR
11	\$0.25
16	0.30
21	0.35
26	0.40
31	0.45
36	0.55

- D. Employees temporarily assigned to act as Maintenance Supervisor shall be paid at the Step 1 rate of the Maintenance Supervisor’s pay grade for all hours so assigned.

ARTICLE 16

WAIVER

- A. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this AGREEMENT are hereby superseded.
- B. The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 17

SAVINGS CLAUSE

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

at the written request of either party.

For the purposes of this AGREEMENT the use of the words man, men, he, or his shall be considered inclusive language and refer to both male and female EMPLOYEES.

ARTICLE 18  
2018-2019 POSITION GRADES

<u>CLASSIFICATION TITLE</u>	<u>GRADE</u>
Highway Clerk	11
Heavy Equipment Operator/ Highway Maintenance	15
Sign Technician	16
Mechanic	17
Engineering Technician	18
Ditch Inspector/GIS Technician	19

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ARTICLE 19  
 STEVENS COUNTY HIGHWAY DEPARTMENT  
 2018 and 2019 Salary Schedules

2018 AFSCME HIGHWAY COMPENSATION SCHEDULE											
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
11	13.59	13.99	14.41	14.85	15.29	15.75	16.23	16.70	17.21	17.72	18.25
12	14.53	14.97	15.42	15.88	16.36	16.85	17.36	17.88	18.41	18.96	19.53
13	15.55	16.02	16.50	16.99	17.51	18.03	18.57	19.14	19.71	20.29	20.91
14	16.64	17.14	17.66	18.19	18.73	19.29	19.88	20.47	21.08	21.72	22.37
15	17.81	18.34	18.89	19.46	20.04	20.64	21.27	21.90	22.56	23.23	23.93
16	19.05	19.62	20.22	20.82	21.45	22.08	22.76	23.43	24.13	24.87	25.60
17	20.39	21.00	21.62	22.28	22.94	23.63	24.35	25.07	25.83	26.60	27.40
8	21.82	22.47	23.14	23.84	24.55	25.29	26.04	26.83	27.63	28.46	29.32
19	23.34	24.04	24.76	25.50	26.28	27.06	27.87	28.70	29.57	30.46	31.36

2019 AFSCME HIGHWAY COMPENSATION SCHEDULE											
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
12	13.86	14.27	14.70	15.15	15.60	16.07	16.55	17.03	17.55	18.07	18.61
13	14.82	15.27	15.73	16.20	16.69	17.19	17.71	18.24	18.78	19.34	19.92
14	15.86	16.34	16.83	17.33	17.86	18.39	18.94	19.52	20.10	20.70	21.33
15	16.97	17.48	18.01	18.55	19.10	19.68	20.28	20.88	21.50	22.15	22.82
16	18.17	18.71	19.27	19.85	20.44	21.05	21.70	22.34	23.01	23.69	24.41
17	19.43	20.01	20.62	21.24	21.88	22.52	23.22	23.90	24.61	25.37	26.11
18	20.80	21.42	22.05	22.73	23.40	24.10	24.84	25.57	26.35	27.13	27.95
19	22.26	22.92	23.60	24.32	25.04	25.80	26.56	27.37	28.18	29.03	29.91

ARTICLE 20

DURATION

This AGREEMENT shall be effective as of the 1st day of January, 2017, and shall remain in effect until the 31st day of December, 2019, and shall be effective from year to year thereafter unless either party shall give written notice at least sixty (60) days prior to any anniversary date of its intention to open the AGREEMENT for negotiations or to terminate the AGREEMENT. In witness whereof, the parties hereto have executed this AGREEMENT on this 5th day of JUNE 2018.

FOR STEVENS COUNTY:

Phil Gausman

Chair of the Board

ATTEST:

Rebecca Murphy

Clerk to the Board

FOR STEVENS COUNTY HIGHWAY EMPLOYEES UNION:

Steve Halbe sec/Treas

Ray Kramer

Ginger Thrasher 5.24.2018

Jeff King

STEVENS COUNTY  
HIGHWAY DEPARTMENT EMPLOYEES

ANNIVERSARY DATE OF EMPLOYMENT

<u>NAME</u>	<u>ANNIVERSARY DATE</u>
Steven Halbe	May 1, 1989
Kenneth Backman	July 23, 1990
Kevin Wevley	July 6, 1992
Ray Kramer	December 29, 1997
Kevin Johnson	September 14, 1998
Ronald Kram	June 14, 1999
Len Wegener	February 1, 2002
Jeffrey Kisgen	September 17, 2007
Robert Schneider	May 2, 2011
Michael Lonergan	August 6, 2012
Dustin Anderson	February 6, 2013
Justin Anderson	December 8, 2014
Scott Erickson	November 10, 2015
Kirby Marquart	April 25, 2016
Eric Asche	October 2, 2017

**Memorandum of Agreement  
between  
American Federation of State, County and Municipal Employees, Council No. 65, Highway Unit,  
and  
Stevens County, Minnesota**

This Memorandum of Agreement, hereinafter referred to as the MOA, is entered into by and between the American Federation of State, County and Municipal Employees, Council No. 65, hereinafter referred to as the Union, and Stevens County, Minnesota, hereinafter referred to as County,

**Recitals**

Whereas, the Union is the exclusive representative for certain employees of the County in the appropriate unit;

Whereas, the Union and the County are parties to a Labor Agreement, effective January 1, 2018 through December 31, 2019; and

Whereas, the parties hereto desire to revise language within Article 12, subdivision 3 regarding short-term disability insurance coverage.

**Summary**

Currently employees are required to purchase \$140.00 in short-term disability coverage and the maximum monthly benefit is \$1,000.00.

**Proposal**

The County proposes that effective January 1, 2019, the requirement to purchase \$140.00 in short-term disability coverage be omitted and short-term disability coverage is converted to being completely voluntary. In addition, increase the maximum short-term disability monthly benefit to \$2,000.00.

Now, therefore, the parties hereto agree as follows:

**Agreement**

The parties agree that effective January 1, 2019, the requirement for employees to purchase \$140.00 in short-term disability coverage be omitted and the maximum monthly short-term disability benefit be increased to \$2,000.00.

**Entire Understanding**

This MOA constitutes the entire understanding among the parties hereto. No representations, warranties, covenants or inducements have been made at any party concerning this MOA, other than the representations, covenants or inducements contained and memorialized in this MOA. This MOA supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOA.

**Limitations**

This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be, nor does it constitute or establish, any admission of the County, precedent or past practice.

**Amendment or Modification**

This MOA or any of its terms may only be amended or modified by a written instrument that expressly states it is amending or modifying the MOA and is signed by or on behalf of all of the parties hereto or their successors in interest.

**Voluntary Understanding of the Parties**

The parties hereto acknowledge and agree that this MOA is voluntarily entered into by all parties as the result of arm's-length negotiations during which all such parties were represented.

**Effective Date**

This MOA is effective January 1, 2019.

In witness hereof, the parties hereto have executed this Agreement on the latest date affixed to the signatures below.

County of Stevens

American Federation of State, County and  
Municipal Employees, Council No. 65

Jeanne Ermen 10-2-18  
Chairman Date

Ginger Thrasher 9.26.2018  
Ginger Thrasher Date

Delaney 10/2/18  
County Coordinator Date

Jeff King 9-26-18  
Union President Date