
WILKIN COUNTY, MINNESOTA

and

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
DISTRICT COUNCIL NO. 65, LOCAL
UNION NO. 210, AFL-CIO**

LABOR AGREEMENT

HIGHWAY EMPLOYEES

For the Period:

January 1, 2017 through December 31, 2019

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LABOR AGREEMENT
Between
WILKIN COUNTY, MINNESOTA
and
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 65,
LOCAL UNION NO. 210, AFL-CIO

THIS COLLECTIVE BARGAINING AGREEMENT, hereinafter referred to as the *Agreement*, is entered into by and between the County of Wilkin, Minnesota, the *Employer*, and the American Federation of State, County and Municipal Employees, District Council 65, Local Union No. 210, AFL-CIO, the *Union*.

The *Parties* agree as follows:

ARTICLE 1
RECOGNITION

Section 1.01 - Recognition and Amendments to Unit

Subd. 1. Recognition

The Employer recognizes the Union as the sole and exclusive certified collective bargaining representative of all employees whose job classifications and rates of pay are set forth in Appendix "A" of this Agreement, except those who are *supervisors* and *confidential* employees within the meaning of the *Minnesota Public Employment Labor Relations Act*, as amended, those who are otherwise excluded by the Act, temporary employees [i.e., those who work less than sixty-seven (67) work days per year or fourteen (14) hours per week], and all other employees.

Subd. 2. Amendment to Certified Unit

Disputes which arise between the Employer and the Union over the inclusion or exclusion of any job classifications may be referred by either Party to the Commissioner, Bureau of Mediation Services, State of Minnesota, for determination in accordance with applicable statutory provisions. Determination by the Commissioner shall be subject to such review and determination as is provided by statute and such rules and regulations as are promulgated thereunder. In the event the Employer has established a new job classification which is added to the bargaining unit by agreement between the Parties or by determination of the Commissioner, Bureau of Mediation Services, State of Minnesota, the Parties agree to negotiate with one another concerning wages and such other terms and conditions of employment as may be applicable to the position and which are not covered by this Agreement. However, it is agreed that all other terms and provisions of the Agreement shall apply to the new job classification.

Section 1.02 - Probationary Periods

Subd. 1. Initial Probationary Periods

The first twelve (12) months of employment shall be regarded as the initial probationary period to be utilized for observing the employee's work for making specific suggestions for the improvement of job related deficiencies followed by a reasonable opportunity to correct these deficiencies and for removing employees whose job performance does not meet the required work standards. Employees may be removed from their positions during initial probation at the Employer's sole discretion. Such decisions are not subject to review under the grievance or arbitration provisions of this Agreement.

Subd. 2. Promotional Probationary Period

Employees who are promoted or transferred to a new position will serve a three (3) month promotional probationary period. During this probationary period, employees may be transferred back to their prior position if, in the Employer's sole judgment, they do not meet the required work standards of the new position or, in the employee's sole judgment, their work performance is not satisfactory. Such decisions are not subject to review under the grievance or arbitration provisions of this Agreement.

ARTICLE 2
EMPLOYER AUTHORITY

The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform all inherent managerial functions including, but not limited to, rules and regulations for employment not otherwise covered in this policy. 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 3
STRIKES AND LOCKOUTS PROHIBITED

The Parties to this Agreement have agreed to resolve all disputes between them concerning the interpretation and application of its terms and provisions by final and binding arbitration. In consideration of their agreement and understanding in that regard, strikes and lockouts are prohibited during the life of this Agreement and during any extension thereof.

ARTICLE 4
UNION SECURITY

Section 4.01 - Checkoff of Union Dues

The Employer shall deduct from the paycheck of each employee who has signed an authorized payroll deduction card, a sum certified by the Union for Union dues or initiation fees. Such deductions shall be made each month beginning with the month specified on the payroll deduction card. Not later than the tenth (10th) day of the following month, such deductions shall be transmitted to the financial secretary of the Union, along with a list of the employees from whom such pay deductions were made. Pay deductions may be terminated by the employee upon thirty (30) days written notice to the secretary of the Union. Upon receipt of such notice, the secretary shall, within five (5) days thereafter, notify the Payroll Department to stop deductions.

Section 4.02 - Fair Share Fees

The Employer shall deduct *fair share fees* in accordance with the provisions of Minnesota Statutes § 179A.06, Subd. 3, as amended.

Section 4.03 - Indemnification

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

Section 4.04 - Extra Contract Agreements Prohibited

The Employer shall not enter into any agreements with employees within the scope of this Agreement, either individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Section 4.05 - Equal Application of Agreement Required

No discrimination shall be exercised against any employee or prospective employee because of color, sex, religion, political belief, age, disability or because of membership or non-membership in the Union. In the event any provisions of this Agreement conflicts with the Employer's Affirmative Action Code, the Affirmative Action Code shall take precedence.

ARTICLE 5
HOURS OF WORK AND OVERTIME

Section 5.01 - Hours of Work and Scheduling

The Employer, through its various Department Heads, shall determine the hours of work and it shall establish regular work schedules for all regular employees.

In doing so, the Employer shall use its best efforts to establish a regular starting time for all regular employees and to provide as much advance notice as is possible and practical under the circumstances when it is necessary to depart from the normally established starting time.

Subd. 1. Normal

The normal work day shall be eight (8) hours of work and the normal work week shall be forty (40) hours of work in five (5) consecutive work days, Monday through Friday.

Subd. 2. Summer Hours

Notwithstanding other provisions of this Agreement to the contrary, the Employer customarily adopts a four 10-hour day work schedule (Monday through Thursday) during the period beginning with the last Monday in April and ending with the last Friday in September. If both parties mutually agree, the four 10 hour days may be ended on the last Friday in August. In the event the Employer elects to utilize the customary summer hours, it shall provide the Union and its affected employees with thirty (30) days' advance notice, pay any holiday occurring while summer hours are in effect at the rate of ten (10) hours each and designate one (1) employee in the unit to be on-call each Friday, who, if called to work, shall be paid overtime and call-back minimums according to the provisions of this Agreement at Section 5.02. The provisions of this subdivision are subject to renegotiations by the Parties at the expiration of this Agreement.

Subd. 3. Regular Part-time Employees

Nothing in this Agreement shall be construed as a limitation upon the Employer's right to employ regular part-time employees provided 1) regular full-time bargaining unit employees who may be laid off are given the first opportunity to perform the required work and have declined, 2) such regular part-time employees are not utilized for the purpose of denying regular full-time employees the opportunity to work available overtime and 3) such regular part-time employees are not utilized to permanently replace regular full-time bargaining unit employees. Regular part-time employees shall work at the discretion of the Highway Engineer on either a scheduled or unscheduled (intermittent) basis and shall not be eligible for the paid holiday, paid vacation, sick leave, leaves of absence or insurance benefits outlined elsewhere in this Agreement.

Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 5.02 - Overtime Work and Pay

Subd. 1. Overtime Work

Employees may be required or permitted to work a reasonable amount of *overtime*, i.e., more than forty (40) hours in a work week, on a scheduled or unscheduled basis. The Employer, through its various Department Heads, reserves the right to establish reasonable policies governing the scheduling and approval of overtime work.

Employees who work overtime shall be paid for the time worked in accordance with the provisions of Subd. 2 (*Overtime Pay*) of this section.

Subd. 2. Overtime Pay

- I. Normal. All employees shall be paid at the rate of one and one-half (1 ½) times their regular, straight-time rate of pay for all hours worked in excess of forty (40) in any work week and for all work performed on Saturday. All employees shall be paid at the rate of two (2) times their regular, straight-time rate of pay for all work performed on Sunday and Holidays. All overtime work shall be paid within thirty (30) calendar days of the date it was worked.
- II. Compensatory Time. All employees, with the approval of their immediate supervisors, may elect to be compensated for overtime work at the rates specified in this subdivision in compensatory time rather than pay. Such employees may accumulate compensatory time to a maximum of forty (40) hours. Compensatory time off shall be scheduled and approved in advance. Employees and their supervisors shall diligently work together to schedule accumulated compensatory time off when the impact on the Employer's operation will be minimized.
- III. Travel Time. Travel time, while employees are on official business for the Employer, shall be considered work time for purposes of overtime pay calculations.

Subd. 3. Call-Back Pay Guarantee

Employees who are called back to work from their homes or during any scheduled day off shall be paid a minimum of two (2) hours at the rate of one and one-half (1½) times their regular, straight-time rate of pay for all hours so worked.

Section 5.03 - Meal and Rest Periods

Subd. 1. Meal Periods

Employees are entitled to one (1) unpaid meal period of thirty (30) minutes in duration each full eight (8) hours work shift. The times at which meal periods are taken will be determined by each employee's immediate supervisor. Meal periods may be interrupted where it is necessary to respond to compelling work demands. If employees are required to work during their scheduled meal periods, the entire meal period shall be considered compensated work time.

Subd. 2. Rest Periods

Employees are entitled one (1) paid rest period of fifteen (15) minutes in duration during each four (4) hours of work. The times at which rest periods are taken will be determined by each employee's immediate supervisor. Rest periods may be interrupted where it is necessary to respond to compelling work demands.

ARTICLE 6
HOLIDAYS

Section 6.01 – Holidays The following days shall be observed as paid *holidays*:

New Year's Day - The First Day in January

2017	Monday, January 2
2018	Monday, January 1
2019	Tuesday, January 1

Martin Luther King Day - The Third Monday in January

2017	Monday, January 16
2018	Monday, January 15
2019	Monday, January 21

President's Day - The Third Monday in February

2017	Monday, February 20
2018	Monday, February 19
2019	Monday, February 18

Good Friday – last half of day

2017	Friday, April 14
2018	Friday, March 30
2019	Friday, April 19

Memorial Day - The Last Monday in May

2017	Monday, May 29
2018	Monday, May 28
2019	Monday, May 27

Independence Day - The Fourth Day in July

2017	Tuesday, July 4
2018	Wednesday, July 4
2019	Thursday, July 4

Labor Day - The First Monday in September

2017	Monday, September 4
2018	Monday, September 3
2019	Monday, September 2

Veteran's Day - The Eleventh Day in November

2017	Friday, November 10
2018	Monday, November 12
2019	Monday, November 11

Thanksgiving Day - The Fourth Thursday in November
 2017 Thursday, November 23
 2018 Thursday, November 22
 2019 Thursday, November 28

The Friday Following Thanksgiving Day
 2017 Friday, November 24
 2018 Friday, November 23
 2019 Friday, November 29

Christmas Eve - The Twenty-Fourth Day in December
 2017 Friday, December 22
 2018 Monday, December 24
 2019 Tuesday, December 24

Christmas Day - The Twenty-Fifth Day in December
 2017 Monday, December 25
 2018 Tuesday, December 25
 2019 Wednesday, December 25

Section 6.02 - Holiday Pay

Regular and probationary full-time employees shall be paid eight (8) hours at their straight-time rate of pay for each holiday. Temporary employees are not eligible for holiday pay.

Section 6.03 - Holidays Worked

Employees who are required to work on any day recognized by this Agreement as a holiday shall be paid two (2) times their regular, straight-time rate of pay for all hours so worked in addition to the holiday pay for which they are entitled.

ARTICLE 7
VACATIONS

Section 7.01 - Vacation Benefits

Regular and probationary full-time employees shall accumulate paid vacation benefits for each month of employment or while receiving paid vacation, paid sick leave or workers' compensation *lost time* benefits and of the basis of continuous service from the last starting date of employment as indicated below:

<u>Continuous Service</u>	<u>Amount</u>
0 through 5 th Year of Employment	8 Hours per Month
6 th through 10 th Year of Employment	12 Hours per Month
Over 10 Years of Employment	16 Hours per month

Vacation benefits are not granted to temporary or part-time employees. While probationary employees accumulate vacation during their probationary periods, they may not take accumulated vacation benefits during the first six (6) months of their probation.

Section 7.02 - Scheduling

Vacations must be scheduled in advance and taken at such reasonable times as may be approved by the Employer's Highway Engineer or the Engineer's designated representative. Vacation requests will be considered on a first-come, first-served basis, and they will be approved with particular regard to the operating needs of the Employer and, insofar as practical, the desires of Department employees. Scheduling conflicts between employees shall be resolved on the basis of overall seniority where requests are received at the same time. The Employer reserves the right to determine the maximum number of employees to be scheduled on vacation at any one time provided it posts a notice describing the limitation(s) normally observed (such limitation(s) may be changed by the Employer in response to unusual circumstances and/or operation requirements) during the year. The Employer also reserves the right to exceed the established limitation where, in its sole judgment, such will not unreasonably interfere with the operation of the Department.

Section 7.03 - Accumulation

Vacation benefits may be accumulated to a maximum of two hundred forty (240) hours. Vacation benefits accumulated in excess of two hundred forty (240) hours shall be forfeited except in cases where the work load is such that vacation time cannot be granted.

Newly hired employees beginning work between the first day and fifteenth day of the month shall be given credit for a full month for purposes of vacation accruals. Employees beginning the sixteenth day or later shall be given credit for one-half (1/2) month's vacation accrual.

Section 7.04 - Vacation Pay at Termination of Employment

Unused vacation benefits shall be paid to all employees at the termination of their employment.

ARTICLE 8 **SICK LEAVE**

Section 8.01 - Sick Leave Benefits

Eight (8) hours of sick leave is earned by each regular and probationary full-time employees for each calendar month of employment or while receiving paid vacation, paid sick leave or workers' compensation *lost time* benefits. Sick leave benefits may be accumulated to a maximum of eight hundred (800) hours. Sick leave in excess of eight hundred (800) hours is lost to the employee. Newly hired employees beginning work between the first day and fifteenth day of the month shall be given credit for a full month for purposes of sick leave accruals.

Employees beginning work the sixteenth day or later shall be given credit for one-half (1/2) months' sick leave accrual.

Sick leave benefits are not granted to temporary or part-time employees. Sick leave benefits will not accumulate while in non-pay status, except when employees are on military leave.

Section 8.02 - Use of Sick Leave Benefits

Employees shall advise their supervisors promptly why they are unable to report for work as scheduled due to their own illness or injury or when routine medical, dental or optical appointments cannot be arranged during the employee's off-duty hours. Sick leave may be utilized in such circumstances in not less than one-quarter (1/4) hour increments.

Subd. 1. Illness or Injury in Immediate Family

If a member of the employee's immediate family is sick or injured or where acute medical care is necessary, sick leave may be utilized as may be necessary for reasonable periods of time. For purposes of this provision, the term *immediate family* shall mean an employee's spouse, children, wards, grandchildren, siblings and the parents or grandparents of either the employee or the employee's spouse.

Subd. 2. Funeral Leave

Leaves of absence with pay shall be granted when employees suffer a death in their family as outlined below:

Group I [up to five (5) work days off] - Spouse, child, stepchild, employee's parents and spouse's parents.

Group II [up to three (3) work days off] - Employee's siblings, spouse's siblings, grandchildren and grandparents of employee and employee's spouse and any relative living in the employee's household.

Group III [up to one (1) work day off] - Any blood relative or in-laws of either the employee or spouse not specified above.

Approval of funeral leave must be obtained from the Department Head. Time off for attending funerals of friends, or additional time off for funerals will be deducted from accumulated vacation, sick leave or accumulated compensatory time at the employee's option.

Subd. 3. Sick Leave During Workers' Compensation

Employees who are drawing workers' compensation benefits may use as much accumulated sick leave as may be necessary to insure a full monthly paycheck.

All unused accumulated sick benefits shall be paid to employees upon any finding that they are permanently disabled or to their designated beneficiary where death occurs during the time of their employment.

Section 8.03 - Sick Leave Pay at Termination of Employment

Unused sick leave benefits for employees who were hired prior to January 1, 1984 shall be paid at the voluntary termination of their employment in accordance with the schedule below:

<u>Years of Continuous Service at Termination</u>	<u>Sick Leave Severance Rate of Pay</u>
At Least 10 Years	25%
At Least 20 Years	50%

Section 8.04 - Sick Leave Incentive Bonus

An employee who uses less than one (1) day of sick leave during the period from January 1 to December 31 shall be granted one (1) day off with pay as an incentive not to abuse sick leave benefits. Said incentive days cannot be accumulated but must be used in the year following eligibility.

ARTICLE 9
LEAVES OF ABSENCE

Section 9.01 - Personal Leaves

Personal leaves of absence without pay may be granted to regular full-time and regular part-time employees. Leaves of absence must be approved by the Department Head in advance and the Chair of the County Board and they may be granted or denied at the Employer's sole discretion. Medical verification may be required to substantiate an illness or to state that the employee will be able to perform the duties of the position to which he will return.

Employees on a leave of absence will retain their benefits accumulated previous to the leave, but will not accumulate additional benefits during the leave of absence.

Section 9.02 - Jury Duty Leave

Employees summoned to serve on a jury or subpoenaed to appear as a witness in court shall be paid their regular salary and will be allowed to retain the per diem amount paid for their services as a juror and/or witness.

Employees required to appear in a matter concerning private litigation, in which they are a party or as a non-subpoenaed witness, shall use vacation or compensatory time if available. If such paid leave benefits are not available, leaves of absence without pay may be approved for this purpose.

Section 9.03 - Family and Medical Leaves

Subd. 1. General

Pursuant to the provisions of the federal *Family and Medical Leave Act of 1993* (FMLA) and the regulations promulgated thereunder, which shall govern employee rights and obligations as to family and medical leaves wherever they may conflict with the provisions of this section, leaves of absence without pay shall be granted to eligible employees who request them for the following reasons:

- i. For purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care,
- ii. When they are unable to perform the functions of their positions because of temporary sickness or disability, and/or
- iii. When they must care for their parent, spouse or dependent child who has a serious medical condition.

Subd. 2. Eligibility

Employees are eligible for family and medical leaves if they have accumulated at least twelve (12) months employment service preceding the request for the leave and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the leave.

Subd. 3. Duration

Eligible employees may take family and medical leaves of up to twelve (12) weeks in any twelve (12) months. The use of paid leave benefits, if any, must occur first and be irrevocably discontinued before leaves of absence without pay are recorded. The use of available paid leave benefits during family and medical leaves shall be at the employee's sole option and shall not affect the maximum allowable duration of family leaves.

- i. If medically necessary due to the serious medical condition of the employee, or that of the employee's spouse, child or parent who have a serious medical condition, leave may be taken on an intermittent schedule. In cases of the birth, adoption or foster placement of a child, family and medical leave may be taken intermittently only when expressly approved by the Employer.
- ii. Eligible spouses who both work for the Employer shall be granted a combined twelve (12) weeks of leave in any twelve (12) months when such leaves are for the purposes referenced in Subd. 1, clauses (i) and/or (iii), above.

Subd. 4. Notice Required

Employees must give thirty (30) calendar days notice of the need for the leave if the need is foreseeable. If the need for the leave is not foreseeable, notice must be given as soon as it is practicable to do so. Employees must confirm their verbal notices for family and medical leaves in writing. Notification requirements may be waived by the Employer for good cause shown.

Subd. 5. Medical Certification

The Employer may require certification from an attending health care provider on a form it provides. The Employer may also request second medical opinions provided it pays the full cost required.

Subd. 6. Pay and Benefits

Leaves of absence granted under the FMLA shall be without pay unless the employee elects to use accumulated paid leave benefits for all or any portion of the leave's duration. Health plan benefits for the employee and the employee's covered dependents, if any, shall be continued on the same basis as coverage would have been provided had the employee been actively employed during any unpaid portion of the maximum twelve (12) week FMLA leave entitlement.

Subd. 7. Reinstatement

Upon the expiration of family and medical leaves, employees will be returned to an equivalent position within their former job classification. Additional leaves of absence without pay described elsewhere in this Agreement may be granted by the Employer within its sole discretion.

Section 9.04 - Military Leave

Employees shall be entitled to military leaves of absence without pay for duty in the regular Armed Forces of the United States, the National Guard or the Reserves. At the expiration of such leaves, such employees shall be entitled to their position or a comparable position and shall receive other benefits in accordance with applicable Minnesota statutes.

ARTICLE 10 **DISCIPLINE AND DISCHARGE**

Section 10.01 - Just Cause

Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause.

Section 10.02 - Progressive Discipline

Disciplinary action shall normally include only the following measures and, depending upon the seriousness of the offense and other relevant factors, shall normally be administered progressively in the following order:

- Subd. 1. Written reprimands;
- Subd. 2. Suspension from duty without pay;
- Subd. 3. Demotion in position and/or pay or discharge from employment.

If the Employer has reason to reprimand an employee, it shall normally not be done in the presence of other employees or the public. All discipline shall be imposed or confirmed in writing.

Section 10.03 - Appeals

Disciplinary actions within the meaning of this article, imposed upon an employee who has completed the initial probationary period, may be appealed through the grievance procedure outlined elsewhere in this Agreement. Grievances filed concerning suspensions, demotions and/or discharges may be initiated at Step 2 of such procedure. Such matters shall be handled in accordance with the provisions of the grievance procedure; and, if necessary, through the arbitration procedure.

Section 10.04 – Notice of Disciplinary Action and Personnel Files

Any disciplinary action will be read and acknowledged by signature of the employee. The employee will receive a copy of such disciplinary action. All employees shall have the right to inspect their personnel file at reasonable times during working hours in the presence of the Employer.

ARTICLE 11 GRIEVANCES AND DISPUTES

Section 11.01 - Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the Parties regarding the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Subd. 1 Step 1 - Immediate Supervisor

Whenever any aggrieved employee or small group of aggrieved employees have a grievance, they and their Union representative shall meet with their immediate supervisor in an attempt to resolve the matter within seven (7) days after becoming aware of the incident involved. If the Parties are unable to resolve the dispute, the grievance shall be reduced to writing, signed by the employee(s) and submitted to the involved Department Head or the Department Head's designated representative within seven (7) days after the meeting with the immediate supervisor.

Subd. 2 Step 2 - Department Head

The Department Head (or the Department Head's designee) shall meet in good faith and at reasonable times with the involved employee(s) and the Union's representative within seven (7) days after receipt of the written grievance in an attempt to resolve the dispute. The terms of any resolution shall be reduced to writing and signed by the representatives of both Parties. If no agreement is reached, the Department Head or the Department Head's designee shall, within five (5) days thereafter, submit the Employer's written answer. Unresolved grievances may, at the Union's option, be submitted to the Employer's Board of Commissioners within five (5) days after receiving the Employer's written answer. Service by regular mail is authorized.

Subd. 3 Step 3 - Board of Commissioners

The Board of County Commissioners or its designated representative shall meet with the Union's representative within fifteen (15) calendar days after receipt of the grievance in an attempt to resolve the dispute. Any resolution shall be reduced to writing and signed by the representatives of both Parties. If the Parties are unable to reach agreement within ten (10) days after the meeting with the Board, either Party may refer the grievance to arbitration by providing written notice of intent to do so within thirty (30) days thereafter.

Subd. 4 Arbitration

The Board of Commissioners and the Union shall attempt to select a mutually acceptable arbitrator to hear and decide the grievance. If they are unable to do so, either Party may request the Commissioner of the Bureau of Mediation Services, State of Minnesota, to provide a list of nine (9) qualified arbitrators. The Parties shall alternately strike names from the list until only one name remains. The arbitrator whose name remains on the list shall be appointed to decide the dispute after receiving the evidence and arguments of the Parties in support of their respective positions. If the Parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin. Each Party shall be equally responsible for compensating the Arbitrator.

Subd. 5. Authority of the Arbitrator

The Arbitrator shall have no authority to add to, subtract from or modify in any way the terms of this Agreement. The Arbitrator's decision and award shall draw its essence from the provisions of this written Agreement only and it shall be final and binding upon the Parties.

Section 11.02 - Waiver of Time Limits and Steps

The Parties may, by mutual written agreement, waive any step and/or extend any time limit(s) in the grievance procedure. Failure to adhere to the time limits may result in a forfeiture of the grievance in the absence of such an agreement.

Section 11.03 - Choice of Remedy

If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4, or a procedure such as Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Step 4, the grievance is not subject to Step 4. *An Employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement.* If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906 (1992), or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE 12 **BENEFIT PLANS**

Section 12.01 - Deferred Compensation Contributions

The Employer shall, for the duration of this Agreement, contribute three hundred and no/100 dollars (\$300.00) per calendar month, less the Employer's FICA and Medicare payroll taxes, to the Employer-sponsored deferred compensation plan for all regular full-time employees of record on December 1, 1997 who were not then enrolled in the Employer-sponsored medical, comprehensive dental and basic life insurance plans offered through the Lakes County Service Cooperative Insurance Program. Such contributions shall terminate, and they may not be later reinstated, upon the enrollment of an eligible employee in the Employer's insurance benefit plans.

Section 12.02 - Insurance Plan Contributions

Subd. 1. Single Coverage

Effective January 1, 2017, and for the life of this Agreement, the Employer shall contribute an amount equal to \$968.82 per month or the premiums charged by the provider, whichever is less, for a \$3250 HSA/VEBA single medical, comprehensive dental and basic life insurance plan offered by the Employer to all properly enrolled regular and probationary full-time employees. The balance of required monthly premiums shall be paid by employees who may be enrolled in such plans through authorized payroll deductions. Effective January 1, 2017, for employees who select single coverage under a high deductible plan, the Employer shall also contribute an amount equal to \$50.00 per month towards the employee's single coverage \$3250 HSA/VEBA, or \$184.00 per month towards the employee's single coverage \$6350 HSA/VEBA.

Eligible employees may waive coverage under the Employer's plans by providing written evidence satisfactory to the Employer that they are covered by group medical insurance from another source at the time of each annual open enrollment and sign a current waiver of coverage under the Employer's plans. Subsequent coverage eligibility for such employees, if desired, shall be governed by the insurance plan itself and not this Agreement. Regular and probationary part-time employees who are enrolled in the plan shall receive a pro-rated contribution in direct

proportion to their regularly scheduled hours of work. Effective January 1, 2017, regular and probationary part-time employees who are regularly scheduled to work a minimum of 30 hours per week shall receive a prorated contribution. Temporary, seasonal and intermittent employees are not eligible for the benefits described herein.

Subd. 2. Family Coverage

Effective January 1, 2017, and for the life of this Agreement, the Employer shall contribute seventy percent (70%) of the total premium charged by the provider for the \$3,250 HSA/VEBA family medical plan, comprehensive dental and basic life insurance plan offered by the Employer to all properly enrolled regular and probationary full-time employees. The balance of required monthly premiums shall be paid by enrolled employees through authorized payroll deductions. Effective January 1, 2017, for employees who select family coverage under a high deductible plan, the Employer shall also contribute an amount equal to \$100.00 per month towards the employee's family coverage \$3250 HSA/VEBA, or \$298.45 per month towards the employee's family coverage \$6350 HSA/VEBA.

Regular and probationary part-time employees who are enrolled in the plan shall receive a prorated contribution in direct proportion to their regularly scheduled hours of work. Effective January 1, 2017, regular and probationary part-time employees who are regularly scheduled to work a minimum of 30 hours per week shall receive a prorated contribution. Temporary, seasonal and intermittent employees are not eligible for the benefits described herein. .

Section 12.03 - Changes in Plan Provider

The Employer shall meet and confer with an insurance committee of County employees and managers in reviewing options for insurance coverage.

Section 12.04 - Family Comprehensive Dental Insurance

Where such coverages are available from the Employer's insurance program provider, regular and probationary full-time employees and regular and probationary part-time employees may enroll their eligible dependents in a family comprehensive dental insurance plan. The employee shall pay all required premiums for such coverage through authorized payroll deductions.

Section 12.05 - Life Insurance Benefits

In addition to any basic life insurance benefits provided under the Employer's medical, comprehensive dental and basic life insurance plan, the Employer shall provide supplemental life insurance benefits in the amount of ten thousand dollars (\$10,000.00) to all regular and probationary full-time employees and regular and probationary part-time employees at no cost to them. Eligible employees may purchase additional supplemental life insurance and/or coverage for eligible dependents where such coverages are offered by the carrier provided all required premiums are paid by the employee through authorized payroll deductions.

Section 12.06 -- Affordable Care Act

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid, if possible, any penalties, taxes or fines for the Employer.

ARTICLE 13 **SENIORITY**

Section 13.01 - General

Seniority shall be granted to all regular full-time employees and all regular part-time employees. There shall be two separate seniority lists for regular full-time employees and regular part-time employees. Seniority is to be determined on the basis of total continuous employment with the Employer. Employees shall be placed on the seniority list as of the last date of hire. A regular full-time employee's first twelve (12) months of employment shall be a probationary period. A regular part-time employee's first 2,080 hours of employment shall be a probationary period. The seniority lists shall be kept up-to-date on January 1st of each year and posted in the Engineer's Office and the Maintenance Shop.

Section 13.02 - Loss of Seniority

Employees shall lose seniority for the following reasons only:

- A. Resignation.
- B. Discharge and the discharge is not reversed through procedure set forth in this Agreement.
- C. Absence for five (5) consecutive working days without notifying the County Engineer; in proper cases exceptions may be made. After such absence the Employer will send written notification to the employee at his last known address that seniority has been lost.

Section 13.03 - Vacancies

Seniority will be one of the factors considered for promotions and new permanent jobs. Any vacancy or new permanent job shall be posted in a conspicuous place within the Department by the Employer for a period of ten (10) days. If any vacancy or new job should open while an employee is on leave of absence, sick leave or vacation, the Employer shall make a reasonable effort to notify the employee by telephone or mail.

Section 13.04 - Layoff and Recall

Seniority shall be govern in layoffs and recalls provided the senior employee is qualified to perform the work involved. Seniority shall be defined as the length of continuous service with the Employer since the employee's last date of hire. Employees on layoff shall retain rights to recall to a regular position the employee is qualified to perform for a period of up to two (2) years following the date of layoff. Employees shall be notified of recall by registered mail to the last known address of the employee as shown on the Employer's records. It shall be the responsibility of each employee on layoff to keep the Employer advised of the employee's current address.

Should such employee not indicate acceptance of said position within ten (10) calendar days of the date notice was mailed, the employee shall be considered to have resigned from employment with the Employer and the position shall be offered to the next person on the layoff list who is qualified to perform the work involved. During the period of layoff, the employee will not accrue seniority and benefits, but will retain the seniority accrued as of the date of layoff.

ARTICLE 14 **SAFETY**

Section 14.01 - Vehicle and Equipment

Safety if the mutual responsibility of the Employer and all employees. All vehicles and equipment shall be properly maintained in a condition which is safe for its intended purpose(s). All employees shall work in a safe and cautious manner and observe all posted safety rules and warnings. Employees shall promptly report all safety concerns to the Employer. Unresolved safety concerns may be reviewed under the grievance and arbitration provisions of this Agreement.

Section 14.02 - Protective Clothing

If any employee is required to wear protective clothing, or any type of protective device as a condition of employment, protective clothing or protective device shall be furnished to the employee by the Employer. The cost of maintaining the protective device in proper working condition shall be paid for by the Employer.

ARTICLE 15 **COMPENSATION**

Section 15.01 - Job Classifications and Rate of Pay

All positions covered by this Agreement shall be classified by the Employer and the minimum, maximum and intervening salary rates for such classification shall be those shown in Appendix "A" to this Agreement. The Employer reserves the right to hire new employees at pay rates higher than the minimum *provided* such employees are deemed by the Employer to have appropriate employment experience directly related to the position for which they are hired. In no event, however, shall newly hired employees be paid at pay progression steps higher than Step 4.

Section 15.02 - Pay Progressions and Performance Evaluations

Employees will be evaluated each year at about the same time as their anniversary dates of employment with the Employer or as may be defined in Section 15.03 (*Pay Upon Promotion*) of this Agreement, whichever is applicable. Performance evaluations will be completed by each employee's immediate supervisor using a performance evaluation system and procedure adopted by the Employer and will be discussed with the employee.

Inasmuch as the purpose of such performance evaluations is to improve the quality of County services provided to the public through improvements in each employee's job performance, employees and their supervisors are expected to approach the process constructively and in an atmosphere characterized by dignity and respect. The immediate supervisor's observations and judgments regarding job performance are not subject to review under the Agreement's grievance/arbitration procedure. Any adverse action taken by the Employer in reliance on the evaluation, however, shall be subject to such review.

The Employer shall observe the following values in connection with the use of its performance evaluation form and system:

<u>Rating</u>	<u>Weight(s)</u>
Unsatisfactory	0
Learner	1, 2, or 3
Fully Qualified	4, 5, 6, or 7
Exceptional	8, 9 or 10

Each employee's overall performance evaluation rating shall be determined by calculating a simple average of all applicable evaluation factors. The Employer shall meet and confer with the Union over any new performance evaluation procedures prior to its implementation.

Employees will advance in single step increments from one pay progression step to the next higher step on the first day of the pay period closest to the employee's anniversary date (i.e. anniversaries falling on the 16th or thereafter will be paid on next months pay period, *provided*).

1. The employee's performance was deemed to be fully qualified during the performance evaluation period.

In no event will a regular full-time employee be eligible for more than one step in any calendar year. A regular part-time employee's pay progression shall be based on the completion of 2,080 hours of work, rather than a calendar year, in addition to the performance standards in this Section.

Section 15.03 - Pay Upon Promotion

An employee promoted from one job classification to a higher one will be paid at the minimum rate of pay for the new classification or at the pay step which provides for a five percent (5%) increase, whichever is greater. Thereafter, the employee's *anniversary date* shall be the date of

promotion for purposes of the performance evaluation and pay progression provisions of this article.

Subd. 1. Heavy Equipment Pay

The above *pay upon promotion* provision will apply to regular full-time employees of a lower paid job classification than the Heavy Equipment Operator classification for one day who are temporarily assigned to operate heavy equipment for a minimum of four (4) hours in a eight hour work day or a minimum of five (5) hours in a ten hour work day. The equipment hours shall be calculated based on the time spent maintaining and operating said equipment.

Subd. 2. Other Employees

The above *pay upon promotion* provisions will also apply to employees who are temporarily assigned to perform all or substantially all of the duties of a higher paid job classification for longer than four (4) consecutive ten hour work days or five (5) consecutive eight hour work days.

Section 15.04 - Job Evaluation

All job classifications will be evaluated over the term of the agreement. Thereafter requests for job evaluation will be granted only if there is a significant change of duties following the recommendation of the Department Head and approval of the County Board.

Section 15.05 – “Me Too” Clause

During the 2016 contract, employees will receive a general wage increase no less than the general wage increases received by any other County employee bargaining unit through voluntary negotiations with the County.

ARTICLE 16
COLLECTIVE BARGAINING

Section 16.01 - Entire Agreement

The Parties 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 subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement. This Agreement may, however, be amended during its term by the Parties mutual written agreement.

Section 16.02 - Separability and Savings

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

Section 16.03 - Labor Management Committee

The parties shall explore a labor management committee through the information process with the Bureau of Mediation Services to develop mechanisms.

**ARTICLE 17
TERM OF AGREEMENT**

Section 17.01 - Term of Agreement and Renewal

The provisions of this Agreement shall become effective on January 1, 2017, and shall remain in full force and effect through December 31, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than sixty (60) days prior to expiration that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date.

Section 17.02 - Post-Expiration Life of Agreement

This Agreement shall remain in full force and effect during the full period of negotiations for a successor Agreement and until the Union's right to strike matures.

NOW, THEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives whose signatures appear below:

FOR THE EMPLOYER:

Stephanie Proulx
Chair, County Board Date

FOR THE UNION:

[Signature] 3/2/17
Union Representative Date
[Signature]
President, Local No. 210 Date

3-8-17

ATTEST:

[Signature] 3/14/17
Auditor Date

APPENDIX "A"
JOB CLASSIFICATIONS AND RATE OF PAY

PAY GRADES AND JOB CLASSIFICATIONS

	Proposed Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Proposed Range Maximum
Grade 16 - Engineering Tech II														
2017	42,949	44,106	45,261	46,418	47,575	48,731	49,887	51,044	52,200	53,356	54,513	55,669	56,825	57,981
2018	43,808	44,988	46,167	47,347	48,526	49,705	50,885	52,065	53,244	54,423	55,603	56,782	57,962	59,140
2019	44,903	46,113	47,321	48,530	49,739	50,948	52,157	53,366	54,575	55,784	56,993	58,201	59,411	60,619
Grade 15 - Shop Foreman, Maintenance Foreman-Ditch Supervisor														
2017	40,989	42,092	43,196	44,300	45,403	46,507	47,611	48,713	49,817	50,920	52,024	53,128	54,231	55,335
2018	41,808	42,934	44,060	45,186	46,311	47,437	48,563	49,687	50,813	51,939	53,065	54,190	55,316	56,442
2019	42,854	44,008	45,161	46,315	47,469	48,623	49,777	50,930	52,083	53,237	54,391	55,545	56,699	57,853
Grade 13 - Highway Signaling Specialist														
2017	37,521	38,531	39,540	40,551	41,561	42,572	43,582	44,591	45,602	46,612	47,622	48,633	49,642	50,652
2018	38,271	39,301	40,331	41,362	42,392	43,423	44,453	45,483	46,514	47,544	48,574	49,605	50,635	51,665
2019	39,228	40,284	41,339	42,396	43,452	44,509	45,565	46,620	47,677	48,733	49,789	50,845	51,901	52,957

Grade 12 - Heavy Equipment Operator, Highway Maintenance

2017	35,937	36,905	37,873	38,840	39,808	40,775	41,742	42,709	43,677	44,644	45,612	46,580	47,547	48,515
2018	36,655	37,643	38,630	39,616	40,604	41,590	42,577	43,564	44,551	45,537	46,525	47,512	48,498	49,486
2019	37,572	38,584	39,596	40,607	41,619	42,630	43,642	44,653	45,665	46,676	47,688	48,700	49,711	50,723

MEMORANDUM OF AGREEMENT
EFFECTIVE JANUARY 1, 2017-DECEMBER 31, 2019

This Memorandum of Agreement is entered into between the County of Wilkin (hereafter "County") and AFSCME Council 65, Local 210 – Highway Department Bargaining Unit (herein "Union").

WHEREAS, the County and Union are parties to a collective bargaining agreement; and;

WHEREAS, recently enacted Minn. Stat. 352.98 (Minn. Supp. 2001) allows the County to sponsor a post retirement health care savings program that allows employees to save money to pay medical expenses and/or health insurance premiums after termination of public service.

NOW, THEREFORE, the parties hereto agree as follows:

1. Employees who are immediately eligible for a Public Employees Retirement Association retirement annuity payment will contribute 100% of the vacation leave payout that is due to the employee based on the existing terms of the collective bargaining agreement to a Post Retirement Health Care Savings Plan upon separation of employment.
2. All bargaining unit employees shall participate in the Post Retirement Health Care Savings Plan by having the County deduct \$20.00 per month from each employee's paycheck to place into the Post Retirement Health Care Savings Account(s) account for their later use upon retirement.
3. Any description of benefits contained in this Memorandum of Agreement is intended to be informational only. The management of contributed funds into the Post Retirement Health Care Savings Plan is the responsibility of the State Board of Investment and/or the investment option provider selected by the employee. The County's only obligation is to deposit accrued benefits as set forth in paragraphs 1 and 2. The County has no other responsibilities or obligations and no other claims can or shall be made against the County pursuant to this Memorandum of Agreement.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter unless modified by future written amendments.

IN WITNESS WHEREOF the parties have caused this Memorandum of Agreement to be executed this 14 day of March, 2017.

FOR AFSCME COUNCIL 65, LOCAL 210

FOR THE COUNTY OF WILKIN


Staff Representative/Attorney


Board Chairman


Local 210 President