

**AGREEMENT**

**between**

**COUNTRYSIDE PUBLIC HEALTH SERVICE**

**BENSON, MINNESOTA**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO**

**LOCAL UNION NO. 2547**

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

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2015 Memorandum of Agreement

**ARTICLE 1  
PURPOSE OF AGREEMENT**

**Section 1.1**

This Agreement is entered into between the Countryside Public Health Service, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees, Council 65, AFL-CIO, hereinafter called the Union.

**Section 1.2**

The purpose and intent of this Agreement is to:

- a. Establish the foundation for a harmonious and effective labor-management relationship.
- b. Express in written form the agreement between the parties on hours, wages and other conditions of employment, and the duration of this Agreement.
- c. Establish an orderly procedure for the resolution of disputes concerning the interpretation and application of the provisions of this Agreement.

**Section 1.3**

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

**ARTICLE 2  
RECOGNITION**

**Section 2.1**

The Employer recognizes the Union as the exclusive representative for the unit composed as follows:

All employees of the Countryside Public Health Services, Benson, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, excluding supervisory and confidential employees, as certified by the Bureau of Mediation Services.

### **ARTICLE 3 DEFINITIONS**

The terms used in this Agreement shall be defined as follows:

- 3.1 Base Pay Rate:** The employee's basic hourly rate of pay exclusive of overtime, longevity, or special allowances.
- 3.2 Call Back:** When an employee is called back to work outside of normal work hours for direct patient care. A call back does not include an early start to a shift nor an extension of a shift. Scheduled meetings and classes do not qualify for call back.
- 3.3 Continuous Service:** Uninterrupted service from last date of hire, including approved leaves of absence and of layoffs if employee is recalled.
- 3.4 Days:** Unless otherwise indicated, means working days. Monday through Friday, exclusive of holidays.
- 3.5 Demotion:** A change by an employee from a position to another position with less responsible duties and lower compensation.
- 3.6 Emergency:** A situation of occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action.
- 3.7 Employee:** A member of the bargaining unit.
- 3.8 Employer:** Board of Countryside Public Health Service.
- 3.9 Full Month of Service:** One (1) calendar month of continuous service.
- 3.10 Layoff:** Separation from service necessitated by lack of work or lack of funds or other legitimate business reason.
- 3.11 Leave of Absence:** An approved absence from work with or without compensation.
- 3.12 Regular Employee:** An employee who has completed the required probationary period for new hires.
- 3.13 Regular Part-time Employee:** An employee assigned to a regular position who is regularly scheduled to work fewer than full-time hours.
- 3.14 Probation:** The first twelve (12) months of service of newly hired or rehired employees.
- 3.15 Promotion:** A change of an employee from one position to another position which has more responsible duties and higher compensation.
- 3.16 Pro Rata:** The computation of benefits for part-time employees based on the hours they work.
- 3.17 Pyramiding:** The payment of more than one form of compensation for the same hours of work.

**3.18 Roster Employee:** An employee hired on an as needed and available basis for occasional temporary assignments within their geographic area. The hourly wages are within the ranges for Regular Employees with no other benefits. Roster Employees who do not work in one calendar year from the date of being hired as a Roster Employee will no longer be considered an employee of the Employer. Likewise, Regular Employees who choose to become a Roster Employees and do not work in one calendar year from the date of becoming a Roster Employee shall be considered to have resigned their employment and shall be paid for any accrued vacation leave or sick leave in accordance with the terms of Article 12 and Article 13 of this agreement.

**3.19 Seniority:** Length of continuous service from date of hire in a classification, acquired after completion of the probationary period.

For employees hired after May 1, 2000, and for all Roster Employees who become regular employees, regardless of their date of hire, seniority shall be based on hours of service in a classification from date of hire. An employee's name shall be included on the seniority lists upon successful completion of the probationary period.

Employees accepting a position with Countryside Public Health not covered by this Agreement shall retain, but not accumulate, classification seniority within the classification covered by this Agreement.

**3.20 Transfer:** A change of an employee from one position to another in the same compensation range, which has the basic qualifications and similar duties.

**3.21 Trial Period:** The first six (6) months of service in a different position due to a promotion or transfer.

**3.22 Weekends:** Weekend is Friday p.m. after office hours to Monday a.m. prior to normal office hours. A weekend does not include an early start to a shift nor an extension of a shift. Meetings and classes do not qualify for weekends.

## **ARTICLE 4 UNION SECURITY**

### **Section 4.1**

In recognition of the Union as the Exclusive Representative, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65, 118 Central Ave, Nashwauk, MN 55769.

The employer shall deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3.

**Section 4.2**

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 station. Permission to leave a workstation for union business will be limited to the investigation and presentation of grievances by the Union steward and the employee involved. The Employer will be furnished with a list of Union stewards and officer. No more than one (1) steward shall be on paid time to investigate or present a grievance.

**Section 4.3**

The Union shall have bulletin boards at each work location for posting and information. No political or inflammatory posting is allowed. Employees may use the inter-agency e-mail system to communicate notice of Union meetings only.

**Section 4.4**

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken under the provisions of this Article.

**Section 4.5**

The Employer shall provide for payment of employee wages for up to three (3) negotiation meetings which occur during regular work hours effective with the commencement of negotiations for the 2012 collective bargaining agreement. Any additional time beyond three (3) negotiation meetings shall be the responsibility of employees through the utilization of compensatory time, vacation or unpaid time.

**ARTICLE 5  
MANAGEMENT RIGHTS**

**Section 5.1**

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operation and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities.

**Section 5.2**

The Employer retains all rights and privileges not specifically addressed or modified by this Agreement.

**Section 5.3**

The Union shall not limit the Employer in its selection of persons to serve as supervisory or require the use of seniority in their selection.

**ARTICLE 6  
DISCRIMINATION**

**Section 6.1**

There shall be no discrimination against any employee due to membership or non-membership in the Union, nor due to race, color, sex, age, marital status, national origin, nor physical disability.

**ARTICLE 7  
NO STRIKE/NO LOCKOUT**

**Section 7.1**

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation or the rights, privileges, or obligations of employment. In the event any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

The Employer shall not lock out unit employees.

**ARTICLE 8  
HOURS OF WORK**

**Section 8.1**

Work shifts staffing schedules and the assignment of employees thereto shall be established by the Employer, with flexibility within each office.

**Section 8.2**

The normal hours of work shall be 35 hours per week. This will be effective through the term of this contract and until the next contract is signed. Office hours, Monday through Friday, are currently established within each County office.

**Section 8.3**

Changes in the normal hours of work may occur regularly for employees assigned to instruct classes or scheduled evening activities.

**Section 8.4**

The employees shall be allowed up to one hour unpaid lunch, and a fifteen (15) minute break during each one-half of shift, with scheduling within each office to insure coverage.

**Section 8.5**

Employees who work in excess of 35 hours per week up to 40 hours shall be compensated at their regular rate of pay or paid equal time off at the employee's option for those hours up to 40 hours in a work week, with approval of the Director or designee. Employees shall make their election prior to the commencement of the pay period in which the election is to take effect. Work in excess of an employee's scheduled hours shall require prior notification of the Director or designee. Nothing herein shall be construed as limiting the rights of the Employer to schedule work hours.

**Section 8.6**

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

**Section 8.7**

All hours that are compensated shall be considered time worked, non-compensated time off shall not be considered as time worked.

**Section 8.8**

In the event of inclement weather, offices may be closed and employees will be granted paid leave. Determination to close the office will be made by the Administrator or designee.

**Section 8.9**

Employees may take up to 14 hours off of paid personal leave per calendar year per employee.

**ARTICLE 9  
OVERTIME**

**Section 9.1**

All hours worked in excess of 40 hours per week shall be paid at time and one-half (1-1/2), or granted as paid time off at time and one-half (1-1/2), at the employee's option, with the approval of the Director or designee. Employees shall make their election prior to the commencement of the pay period in which the election is to take effect. Employees regularly scheduled at 3/5 time shall be paid at time and one-half (1-1/2) when time exceeds 40 hours per week, providing the election to be paid is made as above.

**Section 9.2**



Overtime, except in emergency situations, shall be subject to the approval of the Director or designee prior to employee working in excess of 40 hours.

**Section 9.3**

All hours required to be worked on holidays are considered overtime. Employees may mutually agree to work on holidays without overtime, provided the hours are anticipated and agreed to in advance, such hours would then be subject to straight time. All hours required to be worked on weekends after duty hours on Friday and before duty hours on Monday shall be paid as straight time up to forty (40) hours per week. Roster Nurses shall not be eligible for overtime under this provision.

**Section 9.4**

Compensatory time off (comp time) in lieu of additional pay, whether at straight time or time and one-half may be accumulated in accordance with the following schedule, and thereafter any comp time must be paid at the appropriate rate. Comp time may be substituted for weekend/holiday pay at the same rate if requested in advance.

2/5 time employees	Fourteen (14) hour maximum
3/5 time employees	Twenty-one (21) hour maximum
4/5 time employees	Twenty-eight (28) hour maximum
5/5 time employees	Forty (40) hour maximum

**Section 9.5**

Call back hours in direct patient care shall be paid at the appropriate rate (either straight time or overtime) with a two hour minimum compensation for any call back. Roster Nurses shall not receive the call back minimum.

**Section 9.6**

There shall be no pyramiding of compensation either straight time or time and one-half, to provide more than one form of compensation for hours worked.

**ARTICLE 10  
ALLOWANCES**

**Section 10.1**

Employees who are required to use their personal cars for work shall be reimbursed at the current Federal IRS rate. Employees who use their own vehicle when a County vehicle is available shall be reimbursed at one-half the maximum rate, less any partial cents, allowed by the IRS. All employees will be reimbursed a minimum of \$1.00 per day that a personal car is used.

**Section 10.2**

Employees are responsible for furnishing a car for their use and maintaining minimum coverage of \$50,000 bodily, \$100,000 personal, \$25,000 property, and coverage for uninsured.

**Section 10.3**

Employees are not expected to transport clients, except in the event an acute or critical need exists.

**Section 10.4**

All expenses for authorized employer business, including meals (outside of the five county service area) and lodging, will be reimbursed as submitted with paid receipt of such expenses.

**ARTICLE 11  
HOLIDAYS**

**Section 11.1**

Employees who are on compensated payroll status the last assigned work day preceding the holiday and the first assigned work day following the holiday shall receive paid holidays as follows:

New Year's Day	January 1st
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Presidents Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday after Thanksgiving	
Christmas Eve	December 24 (provided it is a normal work day)
Christmas Day	December 25
1/2 day on Good Friday	

Employees shall not work on designated holidays unless directed to do so by the Director or designee.

**Section 11.2**

Regular part-time employees who work at least two-fifths time or more receive compensation for the holiday designated in Section 11.1 above, but on a prorated basis. Employees shall not work on designated holidays unless directed to do so by the Director or designee. Employees shall not be allowed to bank holiday hours.

**Section 11.3**

When holidays occur on a Sunday, they shall be recognized the following Monday. When they occur on a Saturday, they shall be recognized the preceding Friday.

**Section 11.4**

Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.

**Section 11.5**

When any employee is required to work on a holiday, that employee shall be paid time and one-half (1-1/2) their hourly rate for the hours worked. Roster Nurses shall not be eligible for the time and one-half (1-1/2) rate under this provision.

**Section 11.6**

Due to the nature of scheduling some work on the third Monday of the month (i.e., WIC Clinic), employees who mutually agree with the Employer to work on certain holidays at straight time shall designate another day off with pay in lieu of holiday pay provided in Section 11.5.

**ARTICLE 12  
VACATIONS**

**Section 12.1**

Full-time employees shall earn vacation leave based on years of service; provided that no vacation leave can be used prior to completion of 6 months of probationary period. Regular part-time employees who work two-fifths time or more shall earn vacation on a pro-rata basis.

**Section 12.2**

The schedule for vacation earnings is:

0 - 3 years	-	12 days
4 - 5 years	-	15 days
6+ years	-	20 days

**Section 12.3**

Employees shall not receive pay in lieu of vacation, except at time of separation from employment. In the event of death, amount is to be paid to estate.

**Section 12.4**

Vacation may accrue to a maximum of one and one-half (1-1/2) the maximum annual earning rate to a maximum of thirty (30) days.

**Section 12.5**

Vacation and unused compensatory time shall be approved by the Director or designee, provided that the needs of the agency are met. Requests for vacation shall not be unreasonably denied.

**Section 12.6**

In the event two or more persons are requesting the same time off, and it would interfere with services, the Director or Designate will approve vacation on the basis of seniority. All employees are encouraged to make request for their vacation time off early in the year, to assist in scheduling.

**Section 12.7**

In the event an employee becomes ill or injured while on vacation, the time will be charged to sick leave, pending notice and any medical verification as needed by the Employer.

**Section 12.8**

Employees are encouraged to use vacation in week-long blocks; however, vacation may be utilized in minimums of two (2) hour blocks of time.

**ARTICLE 13  
SICK LEAVE**

**Section 13.1**

Sick leave shall be earned by full-time employees at the rate of one (1) day for each full month of service. Sick leave shall be earned by regular part-time employees who work two-fifths time or more on a pro-rata basis. Sick leave benefits, when authorized, shall be paid at the employee's current base pay rate.

**Section 13.2**

Sick leave benefits shall only accrue when an employee is on compensated payroll status.

**Section 13.3**

Unused earned sick leave may be accumulated to a maximum of one hundred twenty (120) days. Regular full-time employees who are at the maximum accumulation shall continue to accrue sick leave. However, at the end of each calendar year, all sick leave accumulated over one hundred and twenty (120) days shall be paid out at the rate of forty percent (40%) for each day and the employee shall begin the calendar year with a one hundred and twenty (120) day balance.

**Section 13.4**

Sick leave may be authorized on the basis of application therefore, approved by the Employer, for actual disability due to illness, maternity, injury, legal quarantine, dental or medical treatment necessitating the employee's absence. Sick leave usage shall be subject to approval and verification by the Director or designee, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave, and other information the Employer deems necessary. Verification shall be requested by the Employer only if there is an indication of misuse on the part of the employee. An employee shall be notified in advance of his/her return to work of any required medical verification.

### **Section 13.5**

To be eligible for sick leave payment, an employee must notify his/her designated team leader as soon as possible but in no event less than one-half (1/2) hour after the starting time of his/her scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

### **Section 13.6**

An employee may use sick leave for absences due to an illness of an employee's dependent child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness. Employees may use up to a total of 7 days of sick leave per rolling 12 month period for absences for serious illness of an employee's spouse, parents, adult children, siblings, parents-in-law or other persons for whom the employee has power of attorney with notification to the Administrator or designee.

### **Section 13.7**

The Employer may require an employee who is absent from duty to undergo a medical evaluation and furnish a report from an appropriate medical authority, at the Employer's expense, that will enable the Employer to determine the employee's fitness for performance of his/her duties. When it is determined that the employee's absence from duty is unnecessary, the Employer may require the employee to either return to work or resign.

### **Section 13.8**

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment.

### **Section 13.9**

Regular full-time employees who resign or retire with ten (10) years or more service shall receive fifty percent (50%) of accumulated unused sick leave of a maximum of one hundred twenty (120) days. For example, 50% of 120 days equals sixty (60) days.

Regular part-time employees who resign or retire with ten (10) years or more service shall receive twenty percent (20%) of accumulated unused sick leave of a maximum of sixty (60) days. For example, 20% of 60 days equals twelve (12) days.

Regular full-time employees who resign or retire with twenty-five (25) years or more service shall receive sixty (60%) of accumulated unused sick leave of a maximum of one hundred twenty (120) days. For example, 60% of 120 days equals 72 days.

## **ARTICLE 14 LEAVES OF ABSENCE**

### **Section 14.1**

**General Conditions.** To the extent possible, requests for leave shall be made by employees prior to the beginning of the periods of absence, and no payment for any absence shall be made until the leave is properly approved. An employee on an approved leave of

absence may cancel the leave and return to work early with the approval of the Employer. The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds the employee is using the leave for purposes other than those specified at the time of approval.

#### **Section 14.2**

The Employer shall continue to pay its share of insurance benefits as provided by Article 22, for employees on leave of absence with pay. Employees on leave of absence without pay who are eligible to participate in the insurance coverages and who choose to participate while on leave shall be able to do so, but shall pay the full premium costs of such coverages. This does not apply to employees on FMLA.

#### **Section 14.3**

Employees on approved leaves of absence shall continue to accrue Service, Department and Classification seniority, if such leave is for disability, maternity, paternity or child care. Employees on leave without pay shall retain all unused, accrued vacation and sick leave, but shall not accrue additional vacation and sick leave during their leave and may not utilize such benefits during the period of leave.

#### **Section 14.4**

Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the step of the salary schedule where he/she was when the leave began, with any adjustments added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the other on the salary schedule, except for 14.8 and disability, or toward length of service required to complete a probationary period.

#### **Section 14.5**

**Military Duty Leave:** In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of the active duty required for such training, not to exceed fifteen (15) calendar days per calendar year. The employee shall present the Employer with official copies of the order received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.

#### **Section 14.6**

**Funeral Leave:** Leave with pay, not deducted from sick leave, to a maximum of three (3) days shall be granted upon the occasion of the death of a member of the employee's immediate family, which is defined as mother, father, sister, brother, wife, husband, son, daughter, mother or father-in-law and grandparent. One (1) day of sick leave may be utilized for the death of a relative outside the immediate family. Employees may be allowed to use sick leave in addition to the funeral leave at the discretion of the Employer.

#### **Section 14.7**

**Jury Duty:** Employees shall be granted a leave of absence anytime they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for each day of jury duty. Employees must turn in jury pay to receive regular compensation.

**Section 14.8**

Child care or maternity/paternity leaves shall be granted for up to three (3) months, with continued seniority credit on the same basis as earned prior to leave of absence. If additional leave is requested, it may be approved by the Employer to another three (3) months, however, no additional seniority will accrue.

**Section 14.9**

Employees will be entitled to vote at any statewide general election or at any election to fill a vacancy in Congress and will be given time off to vote during the morning of election day without penalty or deduction from the employee's salary.

**ARTICLE 15  
SENIORITY**

**Section 15.1 Probation and Trial Periods**

- A. Probation for all new hires (or rehires) shall be twelve (12) months. Employees may be terminated during probation without such action being subject to the grievance procedure.
- B. Employees who complete the probation shall be placed on seniority lists retroactive to date of hire.
- C. Trial periods of six (6) months will be served by an employee who has been promoted or transferred to a new position. The Employer reserves the right to extend the trial period for an additional three (3) months at Employer's discretion.

Employees shall be paid at the rate for the position promoted or transferred to during the trial period. With the exception of RNs who earn their PHN license, employees promoted to a higher class will be granted salary placement at the closest salary step above the employee's current rate of pay in the prior class. RNs who earn their PHN license will be placed on the same step of the PHN salary schedule as they were on as an RN.

- D. The Employer or the employee may elect to return an employee to their former position and rate of pay during the trial period.

**Section 15.2 Seniority Lists**

- A. The Employer will furnish the Union with seniority lists upon request. Seniority will be determined by the employee's length of continuous service in a classification. The seniority list shall combine full-time employees and part-time employees by classifications. Seniority lists shall place all current employees in classifications from date of hire as follows: (Refer to Article 3, 3.19)

- |                                      |                 |
|--------------------------------------|-----------------|
| 1. PHN/RN                            |                 |
| 2. Environmental Health Technician   | 3. Clerical     |
| 4. Health Educator                   | 5. Infomatics   |
| 6. Bilingual Community Health Worker | 7. Acct Tech/HR |

- B. Employees shall have a classification date for seniority (as above) and a total service date with the Employer, if they have worked in more than one of the above classifications. Total service dates will be used for the accrual and earnings of benefits. Classification dates will be used for exercising their seniority for position within the unit.
- C. Employees who voluntarily quit, retire, or have been discharged for just cause shall lose seniority.

## **ARTICLE 16 POSTINGS AND VACANCIES**

### **Section 16.1**

All vacancies or newly created positions will be posted on the bulletin boards at each location for at least ten (10) working days. Postings shall include classification, type of work, location, rate of pay, hours or duties if different. During this time, employees may apply for positions within or outside of their current classification if interested.

### **Section 16.2**

The Employer is committed to hiring the most qualified candidate for service. When all other qualifications as determined by the Employer are equal, the Employer shall select the applicant with the greatest service seniority for the job opening. Positions where incumbents are reclassified shall not be considered vacant or newly created for the purpose of bidding.

## **ARTICLE 17 LAYOFF AND RECALL**

### **Section 17.1**

In the event of reduction in the work force, or continued reductions in work hours, the Employer shall give at least thirty (30) days notice to employees who would be least senior in classification, and a copy to the Union.

### **Section 17.2**

Except in the case where a more senior employee is not qualified to do the work, seniority will determine the order of layoff as follows:

Any emergency, temporary, probationary and roster employees shall precede regular employees in layoff. No new employee shall be hired in a work classification where there are employees on layoff status, until all laid-off employees have been recalled to work.

### **Section 17.3**

The least senior employee within a classification shall be laid off first. An employee whose position is to be eliminated or hours reduced may elect to exercise their bumping rights over an employee with less seniority in the classification or an employee with less seniority in another classification provided the employee can demonstrate that she/he is qualified to perform the work in another classification. If an employee who is laid off exercises bumping rights over



an employee with less seniority, the employee shall perform the regular work schedule at the same location of the person they are bumping, as designated by the Employer. Employees shall retain seniority for time worked in another classification. An employee intending to exercise bumping rights shall do so within fifteen (15) days of receiving notice of reduction of hours or layoff from the Employer.

**Section 17.4**

Recall will be in the inverse order of layoff. Notice of recall will be by certified mail to the employee's last address on file with the Employer, providing the employee responds within at least five (5) days and returns to work within fifteen (15) days from the date of mailing. If an employee is unable to return to work on the date specified or on another mutually agreed upon date, that employee will be considered to have voluntarily quit. An employee can refuse to return to work, without losing their one (1) year recall rights, if the job being offered is:

- in a different location than the position from which they were laid off;
- for less hours than the position from which they were laid off or;
- less pay than the position from which they were laid off

**Section 17.5**

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

**ARTICLE 18  
OTHER APPLICATIONS**

**Section 18.1**

All disputes regarding seniority application in vacancies, promotions and layoffs shall be subject to the grievance procedure.

**ARTICLE 19  
DISCIPLINE AND SEPARATION FROM SERVICE**

**Section 19.1**

The Employer will discipline for just cause only. Discipline will be in one of the following forms:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge

The Employer and the Union agree that the above listed types of discipline are not to imply a sequence.

**Section 19.2**

An employee, other than a probationary employee, may appeal a disciplinary matter through the grievance procedure. The selection of the grievance procedure shall preclude the use of any other procedure. (The selection of another procedure shall preclude the use of the grievance procedure.)

**Section 19.3**

An employee may request that a Union Representative be present during questioning concerning an investigation of disciplinary action. The Employer has no obligation to inform the employee of this provision.

**Section 19.4**

The Employer shall not discharge any regular employee without just cause. If the Employer feels there is just cause for discharge, the employee and the Union shall be notified, in writing, that the employee is to be discharged and shall be furnished the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting.

**ARTICLE 20  
SEPARATION IN GOOD STANDING**

**Section 20.1**

Professional employees who intend to voluntarily resign or retire must give one (1) month notice to the Employer to be in good standing. If any employee fails to do so, it may affect severance pay normally due the employee or rehire. All other employees must give a minimum of two (2) week's notice.

**ARTICLE 21  
GRIEVANCE PROCEDURE**

**Section 21.1**

**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.

**Section 21.2**

**Representatives:** The Employer will recognize representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

**Section 21.3**

**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 employee 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.

#### **Section 21.4**

**Procedure:** Grievances, as defined by Section 21.1, 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) working days after such alleged violation has occurred, present such grievance to the employee's Department Head. The Department Head will discuss and give an 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 Department Head'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 or his/her designee. The department head or his/her designee 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 or his/her designee'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 Board or its designee. The 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 Board's or its 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 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. The selection of an arbitrator shall be made by mutual agreement. If no agreement is reached, an arbitrator shall be selected from the Bureau of Mediation list.

#### **Section 21.5**

**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 be 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.

### **Section 21.6**

**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.

### **Section 21.7**

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

### **Section 21.8**

**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.

However, 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 of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113S.Ct.299 (1992), or if the Board of Governors is judicially or legislatively overruled, the italicized portion of this section along with references to this case shall be deleted.

## **ARTICLE 22 INSURANCE**

### **Section 22.1**

**Eligibility:** Insurance benefits as herein specified shall apply only to employees regularly scheduled to work four-fifths time or more per week.

### **Section 22.2 Hospital/Medical Insurance: Section 22.21**

In 2017 employees shall have the option of selecting either single or family coverage under the Preferred One Complete Gold; Silver or Bronze group plans offered by the Employer.

**Section 22.22 Single Coverage**

Effective January 1, 2017, the Employer shall contribute up to \$735 per month for full-time employees and up to \$588 per month for 4/5 time employees. Any remaining balance of the Employer contribution after deduction of the cost of the selected health insurance plan will be contributed to the employee's cafeteria plan or HSA. Employee contribution towards the cost of insurance coverage shall be paid through payroll deduction.

**Section 22.23 Family Coverage**

Effective January 1, 2017, the Employer shall contribute up to \$1,175 per month for full-time employees and up to \$940 per month for 4/5 time employees. Any remaining balance of the Employer contribution after deduction of the cost of the selected health insurance plan will be contributed to the employee's cafeteria plan or HSA. Employee contribution towards the cost of insurance coverage shall be paid through payroll deduction.

**Section 22.24 2018 Contributions**

Effective January 1, 2018, an increase in the premium cost for single and family coverage shall be shared 50%-50% between the Employer and the employee up to a 10.0% increase in the premium. Any increase more than 10.0% shall be paid for by the employee. The calculation of the 50%-50% split of the increase in the premium cost shall be based on an individual plan basis. Any decrease in the premium cost shall be shared equally between the Employer and the employee, to be calculated on an individual plan basis.

**Section 22.3**

**Life/Disability Insurance:** The Employer shall provide and pay the premium for life insurance, short term disability and long-term disability insurance for employees, in accordance with the terms of its group policy with the providers, provided the employee works the required number of hours for eligibility.

**Section 22.4**

**Liability Insurance:** The Employer agrees to provide for liability insurance protection for employees covered by this Agreement. Such liability protection shall be for tort actions arising out of an alleged act or omission occurring within the scope of such employee's assigned official employment duties, except where such tort action arises from ignorance of laws, malfeasance, willful or wanton neglect of duty, or criminal negligence.

**Section 22.5**

Employees are covered under Workers Compensation Insurance for any injury/illness occurring as a result of their work.

Employees may or may not use sick leave in conjunction with Workers Compensation. However, in no case shall their weekly earnings be greater than their normal pay.

**Section 22.6 Insurance Committee**

An insurance committee comprised of up to three (3) Employer representatives and up to five (5) representatives of the Union will meet on an as needed basis to discuss, consider and make recommendations regarding insurance coverage options.

**Section 22.7**

For 2015 only, the Employer's contribution toward the twenty (20) bargaining unit employee's health insurance will increase by a total of \$4,800.00. This additional contribution will not alter the calculation of the 2016 contributions as set forth in 22.24. This provision will sunset effective December 31, 2015 and will be void thereafter.

**Section 22.8 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 and/or minimize any penalties, taxes or fines for the Employer.

**ARTICLE 23  
HEALTH AND SAFETY**

**Section 23.1**

The Employer agrees to provide a safe working environment to employees to the extent it is reasonable to do so. This includes identifying any health threatening equipment, diseases or chemicals.

**ARTICLE 24  
COMPENSATION**

**Section 24.1**

Employees shall be paid in accordance with the pay schedules attached in Appendix A. Current employee placement on the schedules will be part of the Agreement.

**Section 24.2**

The Employer may elect to hire an employee above the starting rate, if education and/or experience warrant it. A new hire may receive credit equal to their actual years of experience in public health. A new hire may receive up to one-half credit for their years of experience in a related field. In no case shall a new hire be paid more than current employees who have similar experience and/or education.

**Section 24.3**

Upon a satisfactory performance evaluation, employees shall receive a step increase effective on the date of anniversary. This will be effective on 1/1/94.

**Section 24.4**

The Employer will provide P.E.R.A. and Social Security coverage for all employees who are eligible.

**Section 24.5**

Effective June 1, 1991, payroll periods will be twice monthly for all employees provided the necessary papers are turned in to the Bookkeeper in a timely manner.

**Section 24.6**

Registered Nurses, upon acquiring their PHN certification, will be compensated at the P.H.N. level.

Employees moving in or out of the bargaining unit may be paid based on the step system according to years of service with the Agency.

**Section 24.7 Compensation for Renewal of Licensure**

Required licenses (nursing and REHS) shall be paid for all regular full time and four-fifths employees on a reimbursement basis up to a maximum of \$100 per two year license.

**ARTICLE 25  
STAFF DEVELOPMENT AND TRAINING**

Professional growth and advancement is recognized as desirable for the agency and employees. This will continue to be essential to insure the best quality of service. Staff opportunity and training will be granted in accordance with the Countryside Public Health Service Personnel Rules.

**ARTICLE 26  
SAVINGS CLAUSE**

**Section 26.1**

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by -a court or administrative agency of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to an 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 shall be renegotiated at the request of either party.

**ARTICLE 27  
RIGHT OF SUBCONTRACT**

**Section 27.1**

Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement.

**Section 27.2**

In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than thirty (30) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the unit.

**ARTICLE 28  
WAIVER**

**Section 28.1**

This Agreement shall represent the complete agreement between the Union and Employer.

**Section 28.2**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete 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 life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically 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 subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

**ARTICLE 29  
DURATION OF AGREEMENT**

Except as otherwise provided, this Agreement shall remain in full force and effect from January 1, 2017 until December 31, 2018, and thereafter from year to year, unless either of the parties submits written notice at least sixty (60) days prior to the expiration date of a desire to negotiate a new agreement.



**FOR THE EMPLOYER:**

*Jan 13*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

*Maggie B. Se, RN 3-17-17*  
\_\_\_\_\_  
\_\_\_\_\_

*Mary Ann, ASUME Rep.*  
\_\_\_\_\_

Date of Signatures *3/17/17*

**APPENDIX A**

**COUNTRYSIDE PUBLIC HEALTH - 2017 SALARY SCHEDULE**

2017 (2% OVER 2016)

STEP	1	2	3	4	5	6	7	8	9	10	15	20	
OFFICE SUPPORT SPECIALIST	\$12.46	\$12.64	\$12.81	\$13.15	\$13.49	\$13.85	\$14.18	\$14.54	\$14.89	\$15.23	\$15.58	\$16.40	\$16.91
BILINGUAL COMMUNITY HEALTH WORKER	\$13.30	\$13.48	\$13.68	\$14.04	\$14.40	\$14.79	\$15.16	\$15.50	\$15.90	\$16.27	\$16.63	\$17.01	\$18.07
OFFICE SUPPORT SPECIALIST-ADMINISTRATIVE	\$13.71	\$13.89	\$14.08	\$14.45	\$14.85	\$15.22	\$15.60	\$15.99	\$16.35	\$16.75	\$17.13	\$17.50	\$18.58
ACCOUNTING TECHNICIAN	\$14.31	\$14.51	\$14.73	\$15.13	\$15.51	\$15.92	\$16.31	\$16.72	\$17.12	\$17.51	\$17.91	\$18.32	\$19.44
ACCOUNTING TECHNICIAN-HUMAN RESOURCES	\$15.02	\$15.23	\$15.43	\$15.86	\$16.28	\$16.69	\$17.12	\$17.52	\$17.94	\$18.37	\$18.79	\$19.21	\$20.40
HEALTH EDUCATOR	\$21.50	\$21.79	\$22.08	\$22.68	\$23.30	\$23.89	\$24.48	\$25.07	\$25.68	\$26.29	\$26.89	\$27.48	\$29.19
RN	\$21.50	\$21.79	\$22.08	\$22.68	\$23.30	\$23.89	\$24.48	\$25.07	\$25.68	\$26.29	\$26.89	\$27.48	\$29.19
PHN	\$22.03	\$22.34	\$22.64	\$23.26	\$23.87	\$24.48	\$25.10	\$25.71	\$26.33	\$26.95	\$27.56	\$28.16	\$29.93
ENVIRONMENTAL HEALTH	\$22.03	\$22.34	\$22.64	\$23.26	\$23.87	\$24.48	\$25.10	\$25.71	\$26.33	\$26.95	\$27.56	\$28.16	\$29.93
HEALTH INFOMATICS TECHNICIAN	\$22.03	\$22.34	\$22.64	\$23.26	\$23.87	\$24.48	\$25.10	\$25.71	\$26.33	\$26.95	\$27.56	\$28.16	\$29.93

EMPLOYEES HIRED PRIOR TO JANUARY 1, 2006

OFFICE SUPPORT SPECIALIST	\$13.37	\$17.63	\$18.18
ACCOUNTING TECHNICIAN	\$14.89	\$20.21	\$20.21

APPENDIX B

COUNTRYSIDE PUBLIC HEALTH - 2018 SALARY SCHEDULE

		2018 (2.5% OVER 2017)																			
		STEP	BASE	6 MO	1	2	3	4	5	6	7	8	9	10	15	20					
OFFICE SUPPORT SPECIALIST			\$12.78	\$12.95	\$13.13	\$13.48	\$13.83	\$14.20	\$14.53	\$14.90	\$15.26	\$15.61	\$15.96	\$16.33	\$16.81	\$17.33					
BILINGUAL COMMUNITY HEALTH WORKER			\$13.63	\$13.82	\$14.02	\$14.39	\$14.76	\$15.16	\$15.54	\$15.89	\$16.30	\$16.68	\$17.04	\$17.44	\$17.97	\$18.53					
OFFICE SUPPORT SPECIALIST-ADMINISTRATIVE			\$14.05	\$14.24	\$14.43	\$14.81	\$15.22	\$15.60	\$15.99	\$16.39	\$16.76	\$17.17	\$17.55	\$17.94	\$18.52	\$19.05					
ACCOUNTING TECHNICIAN			\$14.67	\$14.88	\$15.10	\$15.50	\$15.90	\$16.32	\$16.72	\$17.14	\$17.54	\$17.95	\$18.36	\$18.78	\$19.34	\$19.93					
ACCOUNTING TECHNICIAN-HUMAN RESOURCES			\$15.40	\$15.61	\$15.82	\$16.26	\$16.69	\$17.10	\$17.54	\$17.96	\$18.39	\$18.83	\$19.26	\$19.69	\$20.28	\$20.91					
HEALTH EDUCATOR			\$22.04	\$22.33	\$22.64	\$23.25	\$23.88	\$24.49	\$25.09	\$25.70	\$26.33	\$26.94	\$27.56	\$28.17	\$29.04	\$29.92					
RN			\$22.04	\$22.33	\$22.64	\$23.25	\$23.88	\$24.49	\$25.09	\$25.70	\$26.33	\$26.94	\$27.56	\$28.17	\$29.04	\$29.92					
PHN			\$22.58	\$22.90	\$23.21	\$23.84	\$24.46	\$25.09	\$25.73	\$26.36	\$26.98	\$27.62	\$28.25	\$28.87	\$29.79	\$30.67					
ENVIRONMENTAL HEALTH			\$22.58	\$22.90	\$23.21	\$23.84	\$24.46	\$25.09	\$25.73	\$26.36	\$26.98	\$27.62	\$28.25	\$28.87	\$29.79	\$30.67					
HEALTH INFORMATION TECHNICIAN			\$22.58	\$22.90	\$23.21	\$23.84	\$24.46	\$25.09	\$25.73	\$26.36	\$26.98	\$27.62	\$28.25	\$28.87	\$29.79	\$30.67					
EMPLOYEES HIRED PRIOR TO JANUARY 1, 2006																					
OFFICE SUPPORT SPECIALIST			\$13.71												\$18.07	\$18.63					
ACCOUNTING TECHNICIAN			\$15.26												\$20.71	\$20.71					

