

**LABOR AGREEMENT BETWEEN
THE COUNTY OF WRIGHT AND
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES, COUNCIL NO. 65 LOCAL NO. 2685
AFL-CIO**

JANUARY 1, 2017 - DECEMBER 31, 2019

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LABOR AGREEMENT BETWEEN
COUNTY OF WRIGHT AND
AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES,
COUNCIL NO. 65 LOCAL NO. 2685
AFL-CIO

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between the Wright County Board of Commissioners, hereinafter called the EMPLOYER, and the American Federation of State, County and Municipal Employees, Council No. 65, Local No. 2685, AFL-CIO, hereinafter called the UNION. The intent and purpose of this Agreement is to:

Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

Place in written form the parties' full and complete agreement upon terms and conditions of employment for the duration of the Agreement.

ARTICLE 2 RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative in a unit of all nonsupervisory non-confidential employees of the Wright County Health and Human Services Department.

ARTICLE 3 DEFINITIONS

- 3.1 **UNION:** The American Federation of State, County & Municipal Employees, Council No. 65, AFL-CIO.
- 3.2 **EMPLOYER:** Wright County Board of Commissioners.
- 3.3 **UNION MEMBER:** A member of the American Federation of State, County & Municipal Employees, Council No. 65, AFL-CIO.
- 3.4 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- 3.5 **BASE PAY RATE:** The employee's hourly rate exclusive of longevity or any other special allowances.
- 3.6 **OVERTIME:** Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period.

- 3.7 **CALL BACK:** Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 3.8 **STRIKE:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.9 **IMMEDIATE FAMILY:** Immediate family shall include the employee's spouse, children, parents, brother, sister, grandparents, grandchildren, spouse's parents, spouse's siblings, spouse's grandparents or legal ward.
- 3.10 **ACT:** Minnesota Public Employment Labor Relations Act of 1971, as amended.
- 3.11 **PART-TIME EMPLOYEE:** An employee scheduled on a continuing basis working less than forty (40) hours per week or less than eight (8) hours per day.
- 3.12 **ANNIVERSARY DATE:** The date a person achieves permanent status in a job classification.
- 3.13 **PERMANENT STATUS:** The satisfactory completion of a twelve (12) month probation period in any job classification in which the employee has not previously achieved permanent status. Employees may utilize accrued vacation after six months of employment. The twelve (12) month probationary period goes into effect for employees hired on or after April 1, 2016.
- 3.14 **TRIAL PERIOD:** A period of six (6) continuous months commencing from the date of the promotion or transfer of a permanent employee.
- 3.15 **TEMPORARY EMPLOYEE:** An employee hired on a temporary basis to replace a regular employee who is on a leave of absence or who has been assigned to a specific project. Temporary employee shall include a special project employee who is hired on a grant or other special project basis where the employee has little prospect for permanent employment. Such employees shall earn the salary rate set forth on the Salary Schedule and shall not receive any other benefits or seniority.
- 3.16 **SEASONAL EMPLOYEE:** An employee hired on a seasonal basis, for a period not to exceed seven (7) months (except under certain circumstances, such period may be extended for up to two (2) additional months upon written notice to the UNION and the employee), as designated by the EMPLOYER, in a position with little prospect for permanent employment. Such employees shall earn the salary rate set forth in the Salary Schedule and shall not receive any other benefits or seniority.
- 3.17 Retirement Eligibility – Defined consistent with PERA retirement eligibility.

ARTICLE 4 UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

4.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction. Such remittance shall include a list of the names of the employees from whose wages deductions were made, along with other pertinent employee information (e.g., hours worked, hourly wage) necessary for the collection and administration of Union dues.

When requested by the Union, the Employer shall deduct from the wages of those employees that are not members of the Union a fair share fee in accordance with Minn. Stat. § 179A.06, subd. 3.

4.2 The Employer shall remit payroll deductions to the Council 65 office.

4.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.

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 County as a result of any action taken or not taken by the County under the provisions of this Article.

4.5 The EMPLOYER agrees that during the life of this Agreement that the EMPLOYER will not lock out the employees.

4.6 Bulletin Boards

A. The EMPLOYER agrees to allow the UNION the use of designated bulletin board space for the purpose of posting notices of UNION meetings, notice of UNION elections, results of UNION elections and appointments and other official UNION business and UNION recreation or social affairs.

B. No information may be posted which represents derogatory attacks directed against any employee, the EMPLOYER, or information concerning candidates for any public office or UNION office.

4.7 The EMPLOYER shall not discriminate against an employee on the basis of union membership or non-membership.

ARTICLE 5 EMPLOYER SECURITY

The UNION agrees that during the life of the Agreement it will not cause, encourage, participate in or support any strike, slow down, other interruption of, or interference with the normal functions of the EMPLOYER.

ARTICLE 6 EMPLOYER AUTHORITY

- 6.1 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 any inherent managerial function not specifically limited by this Agreement.
- 6.2 Any term and condition of employment not specifically established or modified by the Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 6.3 The EMPLOYER may issue work rules. No work rule shall conflict with the terms of this Agreement. The Employer will attempt to codify the existing work rules and will provide the UNION with periodic reports concerning this codification.

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the Agreement.
- 7.2 Union Representatives. The EMPLOYER will recognize representatives designated by the UNION as the grievance 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.
- 7.3 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the 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 in 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 designated supervisor.
- 7.4 Procedure. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has

occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within seven (7) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within seven (7) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representative'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 EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S answer in writing within seven (7) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fifteen (15) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within fifteen (15) calendar days shall be considered waived. Subject to mutual agreement by both parties. Mediation may be held prior to Step 4 of the grievance procedure.

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration subject to the provisions of the Act. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in anyway 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 Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

7.7 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 of ARTICLE VII or a procedure such as veterans preference or human rights if by law they can appeal. If appealed to any procedure other than step 4 of ARTICLE VII, the grievance is not subject to the arbitration procedure as provided in step 4 of ARTICLE VII. The aggrieved Employee shall indicate in writing which procedure is to be utilized - step 4 of ARTICLE VII 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 of ARTICLE VII. *Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.* If a court of competent jurisdiction rules contrary to Board of Governors, or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE 8 SAVINGS CLAUSE

This Agreement is subject to 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 may be renegotiated at the request of either party.

ARTICLE 9 WORK SCHEDULES

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) consecutive hours. The normal work week shall be forty (40) hours over five (5) consecutive days.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal 8:00 - 4:30 day. The EMPLOYER will give one (1) week advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.
- 9.3 In the event that work is required because of unusual circumstances no advance notice need be given. Each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent him from so working.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 9.5 The Employer may adopt flexible schedules, four ten-hour days, job-sharing, or other nontraditional schedules. An employee may request assignment to such schedules or job sharing but the Employer has no obligation to grant such a request. The adoption of such schedules or job sharing shall not result in obligating the Employer for any premium or overtime pay.
- 9.6 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

ARTICLE 10 OVERTIME PAY

- 10.1 Hours worked in excess of forty (40) hours within a seven (7) day period will be compensated for at one and one-half times the employee's regular hourly rate of pay. Employees may receive compensatory time on a time and one-half (1 ½) basis in lieu of overtime pay at the Employer's option. The maximum number of hours of compensatory time allowed shall be 48, nonrenewable. All accrued compensatory time must be taken as time off prior to the last day of the last pay period of each calendar year, such time may not be carried over from year to year. Compensatory time not taken by this date shall be paid out to the employee at the wage rate in effect on the last pay period of the year.

Compensatory time may be paid out two (2) times per year following the last period in June and/or December. June payout must be requested in advance by the employee.

- 10.2 Overtime will be distributed as equally as practicable within job classifications.
- 10.3 Overtime refused by employees will, for record purposes under Article 10.2, be considered as unpaid overtime worked.

10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice.

10.5 An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension: or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 11 RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this Agreement.

ARTICLE 12 DISCIPLINE

12.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:

- a) oral reprimand;
- b) written reprimand;
- c) suspension;
- d) demotion; or
- e) discharge.

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

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

12.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

12.5 An employee shall be allowed UNION representation at any step of the discipline procedure or any investigation which could lead to disciplinary action. The EMPLOYER shall have no obligation to inform or advise an employee of the provisions of this section.

ARTICLE 13 SENIORITY

13.1 Employee seniority is the length of continuous service with the EMPLOYER. Employee seniority is broken by a voluntary quit, retirement, or discharge for cause.

13.2 Job classification seniority is the length of service within a job classification.

13.3 Reduction of work force.

1. Employer will provide a minimum of fourteen (14) days written notice of layoff. Employer may elect to pay the employee the regular rate of pay for work time which would normally be performed during the fourteen (14) day notice. Employees will be reduced on the basis of job classification seniority. Employees will be recalled within job classifications on the basis of job classification seniority.
2. In lieu of layoff, an employee may elect to bump a least senior employee in a classification equal to or below the employee's current classification in which the employee has previously held. An employee on lay off shall have an opportunity to return to work within the job classification from which the employee was reduced or laid off for a two (2) year period from the time of reduction or lay off, before any new employee is hired or promoted. Any employee on layoff who is notified at the employee's last known address by registered mail to return to work, and who fails to return within twelve (12) work days, shall be considered to be a voluntary termination.

ARTICLE 14 PROBATIONARY PERIODS

14.1 All newly hired or rehired employees hired on or after April 1, 2016 will serve a twelve (12) month probationary period.

14.2 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER. Terminated employees will be given written reasons for the termination.

ARTICLE 15 JOB POSTING-PROMOTIONS

15.1 Permanent vacancies in job classifications listed in ARTICLE II of this Agreement shall be posted. Employees shall have seven (7) calendar days after posting to complete application for such vacancies. The applicant with the highest qualifications will be chosen for the vacancy.

15.2 An employee may elect to return to the employee's former job classification during the trial period provided that a vacancy exists.

15.3 Employees who are serving a trial period shall be entitled to use earned sick leave and vacation time.

15.4 All promoted employees shall serve a six (6) month trial period. During the trial period a promoted employee shall be returned to the employee's previous job classification at the request of the employee and/or at the discretion of the EMPLOYER. An employee returned to the

previous job classification shall also revert to the employee's previous anniversary date. There are no increases to wages with the completion of a six (6) month trial period.

ARTICLE 16 HOSPITAL/MEDICAL/LIFE/LTD/STD (Appendix C)

16.1 Effective January 1, 2017, through December 31, 2017 the County will provide three insurance plans. (Appendix C).

a. Plan 3 - \$300 Deductible Plan & Dental

□ The County will contribute up to a maximum of \$945.40 per month towards single health and preventative dental coverage; and \$1,095.40 per month towards family health and preventative dental coverage.

b. Plan 4 - \$1000 Deductible Plan & Dental

□ The County will contribute up to a maximum of \$815.48 per month towards single health and preventative dental coverage; and \$1,345.00 per month towards family health and preventative dental coverage.

c. Plan 5 - \$3000 Deductible Plan with VEBA & Dental

□ The County will contribute up to a maximum of \$710.48 per month towards single health and preventative dental coverage, and \$105.00 per month into the VEBA account; and \$1,135.00 per month towards family health and preventative dental coverage, and \$210.00 per month into the VEBA account.

Effective January 1, 2018 and January 1, 2019, the County and Union agree to reopen the Agreement regarding the amount of Employer contribution for health insurance premium.

16.2 Employees are eligible for health and preventive dental coverage the first day of the month following the date of hire.

16.3 In instances where spouses are employed by Wright County, both individuals shall receive an employer contribution toward one family policy covering eligible family members. Each family unit shall determine which employee shall be the policy holder. The policy holder shall be eligible to receive a County contribution equivalent to the dollar amount contributed toward family coverage. The employee who is considered a dependent of the policyholder shall be eligible for a County contribution equivalent to the dollar amount contributed toward single coverage. This single County contribution amount shall be applied towards the family policy of the policyholder.

16.4 Employees will be provided life insurance in the amount of \$10,000. Employees will be provided short-term disability and long term disability coverage in the amount of \$100/month.

16.5 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 17 HOLIDAYS

17.1 The following days will be observed as paid holidays:

New Year's Day -	January 1
Martin Luther King Day -	Third Monday in January
Presidents' Day -	Third Monday in February
Memorial Day -	Last Monday in May
Independence Day -	July 4
Labor Day -	First Monday in September
Veterans' Day -	November 11
Thanksgiving Day -	Fourth Thursday in November
Day after Thanksgiving -	Fourth Friday in November
Christmas Day -	December 25

17.2 Holiday Pay. Eligible employees shall receive eight (8) hours' pay for each of the holidays listed above on which they perform no work.

17.3 Observance. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

17.4 Eligibility Requirements. To qualify for a paid holiday employees must work their last scheduled work day before the holiday and the first scheduled work day following the holiday. Employees on prior approved paid absence as provided by this Agreement shall be considered to have worked the day before or after a holiday.

17.5 Work on a Holiday. If an employee works on any of the above holidays the employee shall be paid time and one-half (1 ½) for all hours worked in addition to holiday pay.

17.6 Floating Holiday. In addition to the recognized holidays previously listed, eligible employees will receive one (1) floating holiday in each calendar year. An unused floating holiday will be forfeited at the end of the calendar year. The following outlines the accrual rate for new hires and the procedures for use of the floating holiday:

1. Pro-rated floating holidays for new full-time hires.

<u>If Hired</u>	<u>Eligible to Receive (hrs.)</u>
January - October	8
November	4
December	0

2. The floating holiday must be scheduled with prior approval of the employee's supervisor and can be scheduled only as a full day or half-day segments.
3. Floating holidays may be used during the first six (6) months of employment; however, in the event an employee leaves County employment during that six (6) month period, the amount of time taken shall be paid back to the County.
4. Floating holidays which have not been used prior to an employee's termination date shall be forfeited.
5. Floating holidays are pro-rated for part-time employees.

ARTICLE 18 VACATIONS

18.1 Eligibility and Allowance. Full-time employees shall earn paid vacation based on years of continuous service with the EMPLOYER in accordance with the following schedule:

0 - 5 years -	96 Hours
6 - 15 years -	120 Hours
During the 16th year the employee shall earn -	128 Hours
During the 17th year the employee shall earn -	136 Hours
During the 18th year the employee shall earn -	144 Hours
During the 19th year the employee shall earn -	152 Hours
During the 20th year and thereafter the employee shall earn-	160 Hours

Effective April 1, 2016 Employees on an unpaid leave shall earn vacation time pro-rata based on compensated hours of work,

18.2 Probationary Period and Accumulation. Employees shall accumulate vacation during the probationary period based on original hire or rehire, and may use accrued vacation after six (6) months of employment. Employees terminated during the probationary period shall not be compensated for accumulated vacation. Employees who are hired during the month shall begin accumulation of vacation time the first of the month following the date they were hired.

18.3 Vacation Pay. The rate of vacation pay shall be the employee's regular straight- time rate of pay in effect for the employee's regular job on the regular work day immediately preceding the employee's vacation period. Vacation leave may be used in the pay period immediately following the pay period in which it was accrued.

18.4 Vacations shall be taken at a time approved by the EMPLOYER.

18.5 Holiday during Vacation Period. If a holiday, as defined elsewhere in the Holiday Article, occurs during the calendar week in which a vacation is taken by an employee, the employee shall not be charged vacation on the day of the holiday.

18.6 Vacation Rights in Case of Lay-Offs or Separation. Any employee who is laid off, discharged, or who separates from the service of the EMPLOYER for any reason prior to taking their vacation shall be compensated in cash for the unused vacation accumulated at the time of separation.

18.7 One hundred sixty (160) hours of accumulated vacation may be carried over from one year to the next. Carryover shall be prorated for part-time employees.

ARTICLE 19 SICK LEAVE

19.1 Allowance and Accumulation.

- A. Full-time employees shall earn 3.69 hours of sick leave per pay period. Effective April 1, 2016, employees on an unpaid leave shall earn sick leave pro-rata based on compensated hours of work. Sick leave may be used in the pay period immediately following the pay period in which it was accrued.
- B. Employees shall start to earn sick leave from their date of hire, and shall accumulate sick leave to a maximum of eight hundred (800) hours.
- C. Sick leave may be taken in increments of 15 minutes.
- D. An employee can accumulate sick time to a maximum amount of 800 hours. After reaching the maximum amount, one-half (1/2) of unused sick time accrued shall go into a catastrophic bank at the rate of 1.85 hours per pay period. In those months when the accumulated amount falls below the maximum, no time shall be added to the catastrophic bank.

19.2 Use of Sick Leave. Earned sick leave may be used for absences from work necessitated by the following circumstances:

- A. Because of sickness or injury to an employee which renders the employee unable to perform the duties of employment;
- B. Because of quarantine directed by a medical physician;

C. Because of sickness or injury to the employee's spouse or child pursuant to Minn. Stat. §181.940, etal. Sick leave may be granted for care of a sick parent. The Employer at its discretion, may require a doctor's certificate showing the nature of any injury, illness and/or an evaluation of the necessity of such absence. A child is a biological, adoptive, foster or step child who is under the age of 18, or an individual under age 20 who is still attending secondary school.

D. Up to three days of paid Bereavement leave shall be granted due to the death of an immediate family member as defined in the County's Personnel Policy Manual. This leave will not be deducted from the employee's sick bank.

19.3 Abuse of Sick Leave. Use of the sick leave benefits for reasons other than those stated in Section 19.2 of this Article shall be just cause for disciplinary action as provided by Article XII (DISCIPLINE).

19.4 Severance Pay. Effective the first day of the first pay period following Health and Human Services Board approval of the Collective Bargaining Agreement, an employee shall be granted severance pay in an amount of one-third (1/3) of accumulated sick leave, not including catastrophic sick bank hours, after twenty (20) years of employment with the County. Catastrophic sick bank hours are not included in severance pay. Severance pay is based on the employee's last rate of pay regardless of hours worked.

ARTICLE 20 WORK OUT OF CLASSIFICATION

20.1 Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification (the next higher dollar step in the classification of that job above the employee's own rate of pay) after five (5) consecutive work days in the higher classification for the duration of the assignment.

ARTICLE 21 WAIVER

21.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

21.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement,

even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

21.3 This Agreement may be amended by the mutual agreement of the EMPLOYER and the UNION during the life of this Agreement.

ARTICLE 22 HEALTH AND HUMAN SERVICES GENERAL PROVISIONS

22.1 An employee, who is promoted to a new position at a higher grade level, shall receive a pay adjustment that is a salary increase of 4% over the employee's base pay or the minimum of the new salary range, whichever is greater. At the sole discretion of the employer, the County Coordinator and/or Human Resources Director may approve a pay adjustment that is a salary increase of up to and including 12% over the employee's current base pay based on the applicant's education, experience, and labor market conditions. In no event can a promotional increase exceed the maximum of the new salary range.

22.2. Employees below the range maximum will be eligible for range movement of 3.25% effective on the employee's anniversary date in job classification. In no event will an employee's wage exceed the maximum of the salary range.

In addition, employees will be granted a 2.5% general wage increase each year of the agreement effective January 1, 2017, 2018 and 2019. The salary ranges will increase by 2.5% each year at the minimum and maximum of the range. Employees who are at or above the range maximum will not be eligible for a general wage increase.

Such an increase shall be granted upon review and determination by the employee's immediate supervisor and concurrence of the Director that the employee's performance for the annual review period has been satisfactory. If a salary increase is not granted pursuant to this Section, the EMPLOYER shall inform the employee of the reason in writing. The decision may be grieved by the employee.

22.3 All overtime worked shall be reimbursed in cash at the rate of time and one-half (1 ½).

22.4 Part Time Pro-Rated Benefits. Any part-time employee who is covered by this Agreement and is subject to the provisions of P.E.L.R.A., M.S. 179.A01 et. seq., shall receive pro-rated holidays, vacation and sick leave based on the number of hours of their job assignment. Benefits are defined as vacations, holidays, insurance and sick leave for purposes of this Agreement. Part-time employees working 20 hours or more per week shall be eligible for insurance receiving a pro-rata Employer contribution. Part-time employees will receive a prorated range movement increase annually on the employee's anniversary date, per County Policy. The range movement increase will be prorated based on the equivalent FTE status of the employee. For example, a 0.5 FTE will receive 0.5 range movement increase. A proration of the range movement increase shall continue annually on the employee's anniversary date based on the employees FTE status for the review period.

22.5 No employee shall receive a reduction in salary as a result of acceptance of a promotion.

22.6 Promotions to another job classification will be to the minimum salary of the job classification if the employee's salary is below the minimum of the job classification to which promoted.

22.7 Employees may be granted unpaid leaves of absence by written request at the sole discretion of the EMPLOYER.

22.8 Reclassified employees will not serve a new probationary period.

22.9 The Union agrees to the FMLA Policy as amended on 9/9/14 effective 7/1/15, as hereto attached as Appendix E, for all leaves that commence on or after 4/1/2016.

Leaves for the birth or adoption of a child which do not commence prior to 4/1/16 but for which paperwork is filed with the Human Resources Department prior to 4/1/2016 shall have the leave provisions detailed under the policy which was in place prior to the Amendments on 9/9/14.

ARTICLE 23 DURATION

This Agreement shall be effective as of January 1, 2017, and shall remain in full force and effect until December 31, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 7th day of February, 2017.

FOR THE EMPLOYER:

/S/ Charles Borrell
Wright County Board Chair

/S/ Lee Kelly
Lee Kelly, County Coordinator

FOR THE UNION:

/S/ Rick Nelson
AFSCME Business Agent

/S/ Shannon Thornton
Union Steward

EQUAL APPLICATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, creed, sex, national origin, religion, disability status, public assistance status, gender, marital status, sexual orientation, age or political affiliation.

STATEMENT CONCERNING HARASSMENT, OFFENSIVE, AND VIOLENT BEHAVIOR

The Employer and the Union believe that all employees have a right to work in an atmosphere free of harassment, offensive and/or violent behavior. To this end the Employer has adopted Personnel Policy Number 703. Any employee who believes that he/she has been subjected to improper harassment is urged to consult that policy. In addition, the employee is urged to contact the County Coordinator, his/her supervisor and his/her Union steward or staff representative if he/she is confronted with harassment while an employee of the County.

APPENDIX A

Salary Ranges (Hourly)

2017 - 2019 WAGE SCALE

Grade	Wage Range 2017		Wage Range 2018		Wage Range 2019	
	New Min Gen Adj 2.5%	New Max Gen Adj 2.5%	New Min Gen Adj 2.5%	New Max Gen Adj 2.5%	New Min Gen Adj 2.5%	New Max Gen Adj 2.5%
1	\$13.48	\$18.87	\$13.82	\$19.35	\$14.16	\$19.83
2	\$14.16	\$19.82	\$14.51	\$20.31	\$14.87	\$20.82
3	\$14.86	\$20.81	\$15.23	\$21.33	\$15.62	\$21.86
4	\$15.61	\$21.85	\$16.00	\$22.39	\$16.40	\$22.95
5	\$16.39	\$22.94	\$16.80	\$23.51	\$17.22	\$24.10
6	\$17.21	\$24.09	\$17.64	\$24.69	\$18.08	\$25.31
7	\$18.07	\$25.29	\$18.52	\$25.92	\$18.98	\$26.57
8	\$18.97	\$26.56	\$19.44	\$27.22	\$19.93	\$27.90
9	\$19.92	\$27.88	\$20.42	\$28.58	\$20.93	\$29.30
10	\$20.91	\$29.28	\$21.44	\$30.01	\$21.97	\$30.76
11	\$21.96	\$30.74	\$22.51	\$31.51	\$23.07	\$32.30
12	\$23.06	\$32.28	\$23.63	\$33.09	\$24.22	\$33.91
13	\$24.09	\$33.73	\$24.70	\$34.58	\$25.31	\$35.44
14	\$25.18	\$35.25	\$25.81	\$36.13	\$26.45	\$37.04
15	\$26.31	\$36.84	\$26.97	\$37.76	\$27.64	\$38.70
16	\$27.50	\$38.49	\$28.18	\$39.46	\$28.89	\$40.44
17	\$28.73	\$40.23	\$29.45	\$41.23	\$30.19	\$42.26
18	\$30.03	\$42.04	\$30.78	\$43.09	\$31.55	\$44.17
19	\$31.38	\$43.93	\$32.16	\$45.03	\$32.97	\$46.15

20	\$32.79	\$45.91	\$33.61	\$47.05	\$34.45	\$48.23
21	\$34.10	\$47.74	\$34.95	\$48.94	\$35.83	\$50.16
22	\$35.47	\$49.65	\$36.35	\$50.89	\$37.26	\$52.17
23	\$36.88	\$51.64	\$37.81	\$52.93	\$38.75	\$54.25
24	\$38.36	\$53.70	\$39.32	\$55.05	\$40.30	\$56.42
25	\$39.89	\$55.85	\$40.89	\$57.25	\$41.91	\$58.68
26	\$41.39	\$57.95	\$42.42	\$59.39	\$43.49	\$60.88
27	\$42.94	\$60.12	\$44.02	\$61.62	\$45.12	\$63.16

APPENDIX B

2017 Employer and Employee Contribution for Health Insurance Premiums
 2017 Plan Year: January 1 - December 31, 2017 Health Partners Plans 3, 4 and 5

Employer Contribution and Employee Cost for Family Coverage

**includes preventative dental premium*

	Total Monthly Premium	Monthly County Contribution	Monthly Employee Cost	Monthly County VEBA Contribution	Total Monthly County Contribution	Increase to Employee	Percent Premium Increased	Percent of Increase Covered by County
Family Plan 3	\$1,911.53	\$1,095.40	\$816.13	\$0.00	\$1,095.40	\$98.30	5.42%	0.00%
Family Plan 4	\$1,691.61	\$1,345.00	\$346.61	\$0.00	\$1,345.00	\$26.58	4.74%	65.29%
Family Plan 5	\$1,457.78	\$1,135.00	\$322.78	\$210.00	\$1,345.00	-\$2.95	2.61%	107.96%

Employer Contribution and Employee Cost for Single Coverage

**includes preventative dental premium*

	Total Monthly Premium	Monthly County Contribution	Monthly Employee Cost	Monthly County VEBA Contribution	Total Monthly County Contribution	Increase to Employee	Percent Premium Increased	Percent of Increase Covered by County
Single Plan 3	\$934.77	\$945.40	\$0.00	\$0.00	\$945.40	\$0.00	5.48%	100.00%
Single Plan 4	\$826.06	\$815.48	\$10.58	\$0.00	\$815.48	\$10.58	4.80%	67.32%
Single Plan 5	\$710.48	\$710.48	\$0.00	\$105.00	\$815.48	-\$2.17	2.65%	111.85%

**APPENDIX C - MEMORANDUM OF AGREEMENT
PHN Attraction and Retention Salary Schedule**

This Memorandum of Agreement is entered into between **Wright County** (hereafter "County") and the **American Federation of State, County and Municipal Employees, Council 65, Local 2685** (hereafter "Union") representing employees in the Human Services Department.

WHEREAS, the County and the Union are parties to a collective bargaining agreement effective January 1, 2017 through December 31, 2019; and

WHEREAS, the parties agree that there is a significant problem in attracting and retaining employees in the classification of Public Health Nurse; and

WHEREAS, the above-noted attraction/retention issue is related to external market considerations.

NOW, THEREFORE, the parties hereto have agreed to maintain an Attraction and Retention Salary Range for the classification of Public Health Nurse as follows:

1. Job Classification: Public Health Nurse - Pay Grade 13

	Minimum	Maximum
2017	\$26.14	\$38.83
2018	\$26.79	\$39.80
2019	\$27.46	\$40.79

2. Nothing in this Memorandum of Agreement precludes the County from hiring a new employee at a higher rate of pay than the salary minimum based on the employee's prior qualifications and experience.
3. In the future, if the need for the above-noted attraction/retention salary range no longer exists, newly hired employees will be paid in accordance with the County's current salary range adjusted accordingly to reflect salary range adjustments in future negotiations.
4. This Memorandum of Agreement has been executed by the parties due to unique circumstances regarding attraction and retention problems of the Public Health Nurse classification which currently exist within the County.
5. Nothing in this Memorandum of Agreement shall constitute a precedent requiring the execution of a subsequent attraction/retention salary range for any classifications in the future.
6. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement effective the first day of the first pay period following execution of the Agreement.

FOR WRIGHT COUNTY

/S/ Charles Borrell 2/7/17
Date

/S/ Lee Kelly 2/7/17
Date

FOR AFSCME COUNCIL 65

/S/ Rick Nelson 2/7/17
Date

/S/ Shannon Thomton 2/7/17
Date

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the County of Wright (hereafter "County") and the American Federation of State, County and Municipal Employees, Council 65 (hereafter "Union") representing employees in the Wright County Human Services department.

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, the County will designate social workers to rotate weekly on-call responsibilities in accordance with the County's After-Hour On-Call Emergency Services policy.

NOW, THEREFORE, the County and the Union agree as follows:

1. Social workers assigned to be on-call for a seven day week will receive \$50 per day as on-call pay for those weeks that the employee is on-call.
2. Said payments shall compensate the employee for being available during the period of on-call as well as time spent for after hours telephone contacts and related data processing.
3. An employee shall be eligible for overtime compensation in situations where an employee must physically leave their location to respond in person to a service call, starting from the time the employee physically leaves his/her location to the time the employee returns to his/her location. In addition, an employee shall be eligible for overtime compensation for case management work on the employee's existing case load as approved by a supervisor.
4. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties acknowledge that they have read the foregoing agreement, by signing below, hereby affirm that they fully understand and agree to its terms and applications.

FOR AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
COUNCIL 65

Joanne Kuzner 03-10-09
Business Agent Date

Steward Date

FOR COUNTY OF WRIGHT

Dick Mattam 4/13/09
Board of Commissioners Date

Richard W. Norman 4/13/09
County Coordinator Date

601 FAMILY AND MEDICAL LEAVE

Policy Adopted: 11-16-04

Policy Amended: 09-09-14

Effective: 07-01-15

601.01 POLICY STATEMENT

The Family and Medical Leave Act became effective August 5, 1993 and requires all employers with 50 or more employees to provide up to 12 weeks of unpaid leave each year. In accordance with the FMLA, Wright County will grant unpaid leave as provided by law to eligible employees for any one of the following reasons:

- a. The birth of a child or placement of a child with the employee for adoption or foster care. This leave must be taken within the 12-month period following the child's birth or placement with the employee.
- b. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition.
- c. A serious health condition of the employee that makes the employee unable to perform the functions of his or her position.
- d. Leave for a qualifying exigency when an employee's spouse, child or parent is on active duty or is notified of an impending call to active duty in the Armed Forces. A qualifying exigency may include short notice deployment, military events or related activities due to deployment, childcare and school activities due to deployment, financial and legal arrangements due to deployment, rest and recuperation related to active duty or post deployment activities related to return from active duty.
- e. 26 weeks of unpaid leave during one twelve (12) month period to care for a spouse, child or parent or next of kin who was/is a service member undergoing medical treatment, recuperation or therapy, is in outpatient status or is on the temporary disabled retired list for a serious injury or illness.

This policy is intended to be a general summary of the FMLA. Each situation will be evaluated on a case by case basis in accordance with statute and regulations.

PROCEDURE:

- x Eligible employees are required to use all earned paid time concurrently with FMLA leave in accordance with appropriate policies (see 601.06 Benefits, subsection B).
- x HR must be notified of all absences exceeding three (3) days to determine whether it is an FMLA qualified absence. Intermittent absences may also qualify as FMLA absences.

x As deemed appropriate by HR, employees may be required to provide medical certification supporting the need for leave. If it is believed circumstances may have changed during an approved FMLA leave, employees may be required to provide recertification.

x Eligible employees can take up to 12 weeks (or up to 26 weeks to care for an injured or ill servicemember) under this policy during any 12-month period. The County will measure the 12-month period as a rolling 12-month period measured forward from the date the employee's first FMLA leave begins.

601.02 ELIGIBILITY

To be eligible for the leave, an employee must have worked for Wright County for at least 12 months and must have worked at least 1,250 hours over the most recent 12-month period.

601.03 LENGTH OF LEAVE

The maximum length of FMLA leave shall be twelve weeks per 12-month period or up to 26 weeks for an eligible employee to care for a family member recovering from a serious illness or injury sustained in the military line of duty.

The 12-month period shall be measured forward from the date the employee's first FMLA leave begins. The entitlement to FMLA leave for the birth or placement of a child with the employee expires 12-months after the birth or placement of the child. FMLA leave shall be taken concurrently with the Minnesota Parenting Leave.

For instances in which employees are eligible for 26 weeks of leave, this is the maximum of cumulative FMLA leave entitlement under all types of FMLA leave within a 12-month period. If both spouses work for the County, their total leave in any 12-month period shall be an aggregate of 26 weeks in the event that they qualify for the injured or ill service member leave.

601.04 INTERMITTENT OR REDUCED LEAVE

In certain circumstances, FMLA leave may be taken intermittently or on a reduced leave schedule. An employee is eligible for intermittent or reduced leave under any of the following conditions:

- a. **Serious Health Condition**: Intermittent leave is available when a serious health condition requires periodic treatment by a health care provider, rather than one continuous period of time. Intermittent and reduced leave schedules are available for employees or family members with a serious health condition.
- b. **Birth or Placement of a Child**: An employee may take FMLA leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child. This intermittent or reduced leave schedule shall make every attempt to best fit with the needs of the department. An intermittent or reduced leave schedule for the birth or placement for adoption or foster care of a child is subject to Department Head approval.

601.05 NOTICE REQUIREMENT

An employee must notify Human Resources at least thirty (30) days in advance in the event of a foreseeable FMLA leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within two business days of when the need for leave becomes known.

If an employee fails to give thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave may be denied until thirty (30) days after the employee provides notice.

The employee may be required to provide a medical certification for any FMLA leave due to their own serious health condition or that of an immediate family member in excess of ten (10) days, or in such cases as Human Resources deems appropriate. In cases where the employee's use of FMLA is of an intermittent nature, a medical certification will be required verifying this fact during each 12-month period in which the employee uses FMLA leave.

During the FMLA leave, Human Resources may request a statement from the employees' health care provider, which updates the employee's or family member's condition and projected date of return to work. A "Fitness for Duty" certification will be required from employees returning to work from their leave.

Human Resources is responsible for completing the "Designation Notice" and "Notice of Eligibility and Rights & Responsibilities" forms in all circumstances in which an employee does qualify for leave under the FMLA, whether or not the employee specifically requests such a FMLA leave.

Wright County reserves the right to designate leaves, paid or unpaid, as FMLA qualifying, and to give notice of the designation to the employee.

At its discretion, the County may require a second medical opinion at its own expense. If the first and second medical opinion differ, the County may require the opinion of a third health care provider approved by both the County and the employee. If the employee unreasonably, in the opinion of the County, refuses to agree on a third health care provider, the County may designate the provider. The third opinion is binding on the County and the employee.

601.06 BENEFITS

A. **Insurance:** An employee granted a FMLA leave shall be provided Wright County's group health insurance, dental, life and disability insurance under the same conditions as coverage would have been provided if they had been continuously employed during the leave period. The employee shall continue to pay their portion of the premiums as they had prior to their FMLA leave.

If an employee fails to return to work from an unpaid FMLA leave, the County may recover from the employee the cost of any premiums paid to maintain the employee's coverage, unless the failure to return to work is a continuation of the serious health condition of the employee or immediate family member or for reasons beyond the employee's control.

B. **Vacation, Sick Leave and Catastrophic Sick Time:** Employees must use all earned paid time (vacation, sick leave, catastrophic sick time, compensatory time, floating holiday) as part of the FMLA leave. The total combination of paid and unpaid leave may not exceed twelve (12) weeks. An employee shall not earn vacation or sick leave while on unpaid FMLA leave. If an unpaid FMLA leave is of an intermittent or reduced leave nature, the employee's vacation and sick leave accrual will be prorated. An employee on FMLA leave

due to the birth/adoption of a child may retain 40 hours of earned sick leave. Use of sick leave for the birth of a child must meet authorized sick leave use as defined in policy.

C. **Holidays:** If an employee needs a full week of FMLA leave in a week with a holiday, the hours the employee does not work on the holiday will count against the employee's FMLA entitlement.

If an employee needs less than a full week of FMLA leave, and a holiday on which the employee would not otherwise have been required to work falls within the partial week of leave, then the hours that the employee does not work on the holiday will not be counted against the employee's FMLA leave entitlement.

D. **PERA:** An employee shall not receive PERA contributions while on unpaid FMLA leave.

601.07 USE OF DONATED TIME

Donated time will count as part of FMLA leave.

601.08 RETURN TO WORK

Employees returning from FMLA leave have the right to return to the same or equivalent position the employee held when FMLA leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. If the employee's position would have been eliminated or if the employee would have been terminated before the FMLA leave, the employee does not have the right to be reinstated when returning from leave.

Employees will be required to present a fitness-for-duty certificate to be restored to employment. If a fitness for-duty certification is not received timely, an employee's return to work may be delayed until certification is provided.

If an employee presents a fitness-for-duty certificate indicating work restrictions, the employee must contact the supervisor prior to returning to work to discuss if work is available within stated restrictions. If an employee returns to work, but is unable to perform an essential function of the position due to a physical or mental condition, the employer is not obligated to restore the employee to another position under the FMLA.

If the employee on leave is a salaried employee and among the highest paid ten percent of Wright County's workforce, and restoring the employee would cause "substantial and grievous economic injury" to the operations of the County, the County may deny restoration to the employee when returning to work after a FMLA leave. The County will notify the employee of the intent to deny restoration and the employee will be given an opportunity to return to work.

If an employee discovers that his or her circumstances have changed and the amount of leave originally anticipated is no longer necessary, the employee must provide reasonable notice to the County of his or her intent to return to work (i.e. two business days).

An employee exceeding the authorized FMLA leave without giving proper notice shall be considered to have voluntarily terminated.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the County of Wright (hereafter "County") and the American Federation of State, County and Municipal Employees, Council 65 (hereafter "Union") representing employees in the Wright County Human Services department.

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, the County will designate social workers to rotate weekly on-call responsibilities in accordance with the County's After-Hour On-Call Emergency Services policy.

NOW, THEREFORE, the County and the Union agree as follows:

1. Social workers assigned to be on-call for a five day workweek will receive \$50 per day as on-call pay for those five day workweeks that the employee is on-call.
2. Social workers assigned to be on-call for a two day weekend will receive \$75 per day as on-call pay for Saturday and \$75 per day as on-call pay for Sunday that the employee is on-call.
3. Social workers assigned to be on-call for an observed holiday as designated in Article 17, Holidays, will receive \$75 for the observed holiday as on-call pay for the observed holiday that the employee is on-call.
4. The on-call payments described in paragraphs 1, 2 and 3 above shall not be pyramided, compounded or paid twice for the same date.
5. Said payments shall compensate the employee for being available during the period of on-call as well as time spent for after hours telephone contacts and related data processing.

6. An employee shall be eligible for overtime and mileage reimbursement compensation in situations where an employee must physically leave their location to respond in person to a service call, starting from the time the employee physically leaves his/her location to the time the employee returns to his/her location. In addition, an employee shall be eligible for overtime compensation for case management work on the employee's existing case load as approved by a supervisor. Employer will reimburse the employee for mileage pursuant to all applicable Minnesota State Statutes, IRS Regulations and applicable County policies and procedures.

7. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties acknowledge that they have read the foregoing agreement, by signing below, hereby affirm that they fully understand and agree to its terms and applications.

FOR AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
COUNCIL 65

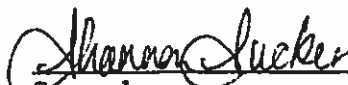
FOR COUNTY OF WRIGHT


Business Agent

12/1/2017
Date


Board of Commissioners

Date


Steward

12/4/17
Date


County Coordinator

11-14-17
Date