



**LABOR AGREEMENT**

**BETWEEN**

**COUNTY OF ISANTI**

**AND**

**AFSCME, AFL-CIO, MINNESOTA COUNCIL 65**

**(Assistant County Attorneys)**

**Effective January 1, 2018 through December 31, 2020**

TABLE OF CONTENTS

ARTICLE I. PURPOSE OF AGREEMENT ..... 1

ARTICLE II. RECOGNITION..... 1

ARTICLE III. DEFINITIONS..... 1

ARTICLE IV. EMPLOYER SECURITY ..... 2

ARTICLE V. EMPLOYER AUTHORITY ..... 2

ARTICLE VI. UNION SECURITY ..... 2

ARTICLE VII. GRIEVANCE PROCEDURE ..... 3

ARTICLE VIII. SAVINGS CLAUSE..... 5

ARTICLE IX. WORK SCHEDULE ..... 5

ARTICLE X. VACATIONS..... 5

ARTICLE XI. HOLIDAYS ..... 6

ARTICLE XII. PERSONAL LEAVE AND BEREAVEMENT LEAVE..... 6

ARTICLE XIII. SICK LEAVE..... 7

ARTICLE XIV. INSURANCE..... 8

ARTICLE XV. SENIORITY, PROBATIONARY PERIOD, DISCIPLINE ..... 10

ARTICLE XVI. LEAVE OF ABSENCE ..... 11

ARTICLE XVII. INJURY ON DUTY ..... 12

ARTICLE XVIII. RETIREMENT AND SEVERANCE PAY ..... 12

ARTICLE XIX. CONTINUING LEGAL EDUCATION (CLE)..... 12

ARTICLE XX. WAGES..... 13

ARTICLE XXI. DURATION..... 14

## **ARTICLE I. PURPOSE OF AGREEMENT**

This Agreement is entered into between Isanti County, hereinafter called the EMPLOYER, and the American Federation of State County and Municipal Employees, Minnesota Council 65, hereinafter called the UNION.

The intent and purpose of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement.

## **ARTICLE II. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes for the following employees:

All Assistant County Attorneys who are employed by Isanti County, Cambridge, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory and confidential employees.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

## **ARTICLE III. DEFINITIONS**

- 3.1 EMPLOYER: Isanti County or its representative.
- 3.2 UNION: AFSCME, AFL-CIO, Minnesota Council 65.
- 3.3 UNION MEMBER: A member of AFSCME, AFL-CIO, Minnesota Council 65.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 REGULAR EMPLOYEE: Employee who has completed the probationary period.
- 3.6 PROBATIONARY EMPLOYEE: Employee who has not completed the probationary period.
- 3.7 UNION OFFICER: Officer elected or appointed by the AFSCME, AFL-CIO, Minnesota Council 65.

- 3.8 BENEFITS: For purposes of benefit accrual, there are eight hours in a “day” and 173.33 hours per month.

#### **ARTICLE IV. EMPLOYER SECURITY**

- 4.1 The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal functions of the Employer.

#### **ARTICLE V. EMPLOYER AUTHORITY**

- 5.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including County personnel policies and work rules. The Employer retains all prerogatives and authority not officially abridged, delegated or modified by this Agreement.
- 5.2 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work normally done by employees covered by this Agreement.

#### **ARTICLE VI. UNION SECURITY**

- 6.1 Dues Deduction. The Employer shall deduct from the wages of employees who authorize such deduction, in writing, an amount necessary to cover monthly Union dues; or a “fair share” deduction, that does not exceed eighty-five percent (85%) of the regular monthly dues as provided in Minnesota State Statute 179A.06, Subdivision 3, if the employee elects not to become a member of the Union. Such monies shall be remitted as directed by the Union.
- 6.2 Stewards. The Union may designate employees from the bargaining unit to act as stewards and shall inform the Employer, in writing, of such choice and changes in the position of steward.
- 6.3 Communication. The Employer shall make space available on an employee bulletin board in the County Attorney’s Office for posting Union notices and announcements.
- 6.4 Duty to Represent. The Union agrees to represent all employees fairly regardless of Union membership or non-membership or other factors.
- 6.5 No Union Discrimination. The Employer shall not discipline, discharge, discriminate nor retaliate against any employee for exercising his/her rights under the Minnesota Public Employment Labor Relations Act, Chapter 179A.
- 6.6 Hold Harmless. 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 by the Employer under the provisions of this Article.

## ARTICLE VII. 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 this 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 as provided by Section 6.2 of this Agreement.
- 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(s) and a 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 that the Employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 7.4 Procedure: Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee or the Union Representative claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) working 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 ten (10) working 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 provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) working 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) working days shall be considered waived.

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

Step 3. If both parties, having gone through Step 1 and Step 2 and cannot settle a grievance either party may submit the issue in dispute to mediation.

Step 4. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. 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 subject 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 any way the application of laws, rules or regulations having the forces 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 written agreement of the Employer and the Union in each step.

7.7 Choice of Remedy. If as a result of the written Employer response in Step 2, 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 3 of Article 7 or a procedure such as Veterans Preference or Fair Employment. If appealed to any procedure other than Step 3 of Article 7, the grievance is

not subject to the arbitration procedure as provided in Step 3 of Article 7. The aggrieved employee shall indicate, in writing, which procedure is to be utilized – Step 3 of Article 7 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 3 of Article 7.

The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

**ARTICLE VIII. SAVINGS CLAUSE**

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

**ARTICLE IX. WORK SCHEDULE**

9.1 Professional Status. It is recognized that Assistant County Attorney is a professional occupation, is exempt from overtime provisions of the Fair Labor Standards Act and as such hours of work may vary. The flexibility of these hours shall be determined by mutual agreement between the County Attorney and employee.

Compensatory Time. Employees shall receive compensatory time off on an hour-for-hour basis for hours worked in excess of 40 per week. The Department Head or his/her designee shall be responsible for granting the accrual and utilization of compensatory time.

Upon termination of employment, no compensatory time balances will be disbursed.

**ARTICLE X. VACATIONS**

10.1 All regular employees covered by this Agreement shall earn vacation benefits as follows:

	<u>Accrual Rate</u>	<u>Hours/Yr.</u>	<u>Days/Yr.</u>
During 1 <sup>st</sup> year – 4 <sup>th</sup> year	3.08	80	10
During 5 <sup>th</sup> – 10 <sup>th</sup> year	4.62	120	15
During 11 <sup>th</sup> – 12 <sup>th</sup> year	5.54	144	18
During 13 <sup>th</sup> – 16 <sup>th</sup> year	6.16	160	20
During 17 <sup>th</sup> – 22 <sup>nd</sup> year	6.77	176	22
During 23 <sup>rd</sup> year	7.08	184	23
During 24 <sup>th</sup> year	7.38	192	24
During 25 <sup>th</sup> year	7.70	200	25

10.2 Employees may take vacation in increments of fifteen minutes.

- 10.3 The total number of hours that an employee may accumulate is two hundred forty (240) hours of vacation.
- 10.4 No vacation time shall be granted during an employee's first six months of service.
- 10.5 All regular part-time employees covered in this Agreement shall earn vacation benefits on a pro-rated basis in direct relationship of the employee's budgeted FTE to a forty (40) hour week.
- 10.6 Employees whose employment is terminated for any reason shall be paid for the amount of unused vacation time accumulated to their credit.

**ARTICLE XI. HOLIDAYS**

- 11.1 Regular employees shall be entitled to the following holidays off with pay:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

- 11.2 When a paid holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a paid holiday falls on a Saturday, the previous Friday shall be observed as the holiday.

**ARTICLE XII. PERSONAL LEAVE AND BEREAVEMENT LEAVE**

- 12.1 Personal Leave. Regular employees shall receive two (2) personal leave days per year to be arranged by mutual agreement with the department head. If such days are not used, they will be paid in cash on the December 31 payroll of each year. Cash payment for personal days not used will not exceed 8 hours per day.
- 12.2 Paid time off will be granted to allow a regular employee to attend the funeral or make any necessary arrangements associated with the death of an immediate family member. (People qualifying as immediate family members are those listed in Articles 12.3, 12.4 and 12.5) A regular employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately. Bereavement leave is not to be deducted from the employee's sick or vacation leave. Bereavement leave shall be granted unless there are unusual business needs or staffing requirements. An employee may, with his or her supervisor's approval, use any available vacation for additional time off as necessary.

- 12.3 Bereavement Leave (5 days). Regular employees will be allowed five (5) days per death for bereavement leave, not to be deducted from their sick leave, for deaths of member's immediate family including the employee's spouse or child and domestic partner (who must live with the employee at the time of the death), mother-in-law, father-in-law, and stepparent.
- 12.4 Bereavement Leave (3 days). Regular employees will be allowed three (3) days per death for bereavement leave, not to be deducted from their sick leave, for deaths of members of immediate family including the employee's parent, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, spouse's grandparents, and stepchildren.
- 12.5 Bereavement Leave (1 day). One (1) day per death for bereavement will be permitted for employee's or spouse's aunt or uncle and the employee's friend, if the employee is designated as a funeral pall bearer and if retroactive proof can be demonstrated.
- 12.6 Part-time Employees. All regular part-time employees covered in this Agreement shall earn bereavement leave and personal leave on a pro-rated basis in direct relationship of the employee's budgeted FTE to a forty (40) hour week.

### **ARTICLE XIII. SICK LEAVE**

- 13.1 Rate and Maximum. Sick leave with pay shall be earned by each regular employee at the rate of eight (8) hours for each full month of service. Unused sick leave to an employee's credit may be accumulated from year to year to a total of eight hundred (800) hours.
- 13.2 Bank and Conversion. Sick leave accumulated in excess of eight hundred hours may be banked for use only in the case of extended illness or may be converted to vacation at the rate of 25% of its value.
- 13.3 Use During Probationary Period. Employees may use their accumulated sick leave during their probationary period.
- 13.4 Part-time Employees. All regular part-time employees, covered in this Agreement, shall earn sick leave on a pro-rated basis in direct relationship of the employee's budgeted FTE to a forty (40) hour week.
- 13.5 Use. Sick leave may be used for the following reasons:
1. Illness or injury which renders the employee unable to perform his/her duties.
  2. Need by the employee or a member of the employee's immediate family for medical or dental care which cannot be obtained outside the employee's working hours.
  3. Death of a fellow employee of the County, or of a member of employee's immediate family.

4. When the employee serves as pallbearer or color guard.
  5. For purposes of this subsection, “immediate family” shall be construed to mean the employee’s spouse, domestic partner, child, parent, sister, brother, mother-in-law, father-in-law, sister-in-law or brother-in-law, grandparents or grandchildren.
- 13.6 Notification. An employee must inform the Employer of the reason for duration of all sick leaves. Sick leave due to illness of the employee of more than three (3) days duration shall be certified to by a physician if requested by the Employer, and such employee must be certified by the physician as fit to work before returning to duty. The Employer may require verification of illness of any duration where abuse of sick leave is suspected.
  - 13.7 Abuse. Claiming sick leave when physically fit, except as permitted by this Article, shall be cause for disciplinary action.
  - 13.8 Donation. Employees are authorized to donate up to two (2) days per year of sick leave to another employee who has depleted all vacation and sick leave due to prolonged illness or disease. Employees who are receiving donated sick leave will not accrue vacation or sick leave from the donated sick leave.
  - 13.9 Child Care. Sick leave may be used for child care as outlined in Minnesota Statute 181.9413 as amended.
  - 13.10 School Conference and Activity Leave. School Conference and Activity Leave will be provided as outlined in the County’s Personnel Policy.

**ARTICLE XIV. INSURANCE**

- 14.1 Term Life Insurance. The Employer shall pay the full premium for a term life insurance policy with a face value of fifteen thousand dollars (\$15,000).

14.2

<u>2018</u> <u>Coverage</u>	<u>Total Monthly</u> <u>Premium</u>	<u>Employee Pays</u>	<u>County Pays</u>	<u>Deductible/Out of Pocket</u>
Plan B Single	\$ 754.99	\$ 83.16	\$ 676.60	\$300/\$1200
Plan B Family	\$2,148.00	\$ 589.87	\$1573.50	\$600/\$2400
Plan C Single	\$ 704.99	\$ 0	\$ 676.60	\$1000/\$1400
Plan C Family	\$1,986.99	\$ 428.86	\$1,573.50	\$2,000/\$2,800
HSA Single	\$ 676.60	\$ 0	\$676.60	\$4,500/\$5,950
HSA Family	\$1771.68	\$ 204.02	\$1,573.50	\$9,000/\$11,900

HSA County contribution \$1,680.00 single; \$3,360.00 family. These amounts will adjust up or down annually to maintain a free monthly premium for the employee on the Health

Savings Account Plan.

For calendar years 2019 and 2020 Plan C Single will no longer be \$0.00/monthly. The following language will apply:

If the County's insurance increase from the medical carrier is...

- Decrease – 10% Increase
  - (Employee Portion) Plan B: Single – 10% / Family – 25%  
(County Portion) Plan B: Single – 90% / Family – 75%
  
  - (Employee Portion) Plan C: Single – 5% / Family – 20%  
(County Portion) Plan C: Single – 95% / Family – 80%
  
  - (Employee Portion) HSA Plan: Single – 0% / Family – 15%  
(County Portion) HSA Plan: Single – 100% / Family – 85%  
HSA contribution is at the discretion of the employer's budget
  
- 11% - 15%
  - (Employee Portion) Plan B: Single – 13% / Family – 30%  
(County Portion) Plan B: Single – 87% / Family – 70%
  
  - (Employee Portion) Plan C: Single – 8% / Family – 25%  
(County Portion) Plan B: Single – 92% / Family – 75%
  
  - (Employee Portion) HSA Plan: Single – 0% / Family – 20%  
(County Portion) HSA Plan: Single – 100% / Family – 80%  
HSA contribution is at the discretion of the employer's budget
  
- 16% +
  - (Employee Portion) Plan B: Single – 16% / Family – 35%  
(County Portion) Plan B: Single – 84% / Family – 65%
  
  - (Employee Portion) Plan C: Single – 11% / Family – 30%  
(County Portion) Plan C: Single – 89% / Family – 70%
  
  - (Employee Portion) HSA Plan: Single – 0% / Family – 25%  
(County Portion) HSA Plan: Single – 100% / Family – 75%  
HSA contribution is at the discretion of the employer's budget

If the County experiences an insurance decrease, the employee's share reverts to the lowest cost share tier for the employee (Decrease – 10% increase).

14.3 Dental. The County will pay 100% of the single monthly premium for dental insurance.

- 14.4 Insurance Committee. The Isanti County Insurance Committee shall continue meeting with one person to serve on the Committee from each of the following County entities: county attorney's office, highway department, law enforcement, courthouse, family services, non-contract/non-elected staff and elected officials. The Committee may conduct its meetings during and after regular business hours for the purpose of making recommendations on the purchase of health insurance to the benefit level selected by the Committee in accordance with State statutes.
- 14.5 The Employer will allow employees who previously had single Medica Plan B or single Medica Plan C to voluntarily waive insurance coverage. If the Employee provides proof of being insured, the County will provide \$2000 per year into a flexible spending account or \$2000 cash per year. Both options are on a per payroll basis (24 per year). The \$2000 contribution is for January through December and will be prorated accordingly.

#### **ARTICLE XV. SENIORITY, PROBATIONARY PERIOD, DISCIPLINE**

- 15.1 Initial Probationary Period. All newly hired or rehired employees shall serve a probationary period of up to six (6) months. Upon notice the probationary period may be extended to a maximum of one year. Employees may be terminated at the sole discretion of the Employer during the probationary period and any extension thereof. Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment with the Employer.
- 15.2 Layoff. In the event of a layoff, the employee with the least bargaining unit seniority shall be selected first for layoff. Temporary employees will be laid off before bargaining unit employees. An employee shall remain on the recall list for a period of eighteen (18) months from the date of layoff.
- 15.3 Recall. Recall from layoff shall be in the following order:
- A. Employees shall be recalled in the order of their seniority from the most senior to the least senior. Employees shall be recalled to their former position at the same pay grade and step they held at the time of layoff.
  - B. An employee on layoff shall be notified of recall by personal notice (receipted) or certified mail (return receipt requested) sent to the employee's last known address at least fourteen (14) calendar days prior to the reporting date. The employee shall notify the Employer of intent to return to work and shall report to work on the reporting date specified by the Employer unless other arrangements have been agreed to by the Employer in writing. If the employee does not return to work under the terms of recall mutually agreed to by the parties, the employee shall be deemed to have terminated employment with Isanti County. Employees shall remain on a recall list for eighteen (18) months.

- C. It shall be the responsibility of the employee to keep the Personnel Office advised of their current mailing address.
- 15.4 Vacancies. Permanent job vacancies within the designated bargaining unit shall be posted by the Employer for a period of five (5) working days. Any bargaining unit employee who applies and who meets the minimum qualifications for the position shall be interviewed. The Employer shall retain the final authority and discretion to select the person to fill the vacancy.
- 15.5 Seniority. Seniority shall mean an employee's length of service since his or her last date of hire in a bargaining unit position. An employee's continuous service shall be broken only by separation from service by reasons of resignation, discharge for cause, retirement or death. When two or more employees have the same seniority date, their position on the seniority list shall be determined by the flip of a coin.
- 15.6 Discipline. The Employer will discipline employees for just cause only. Discipline will be in one of the following forms:
- A. oral reprimand;
  - B. written reprimand;
  - C. suspension;
  - D. demotion; or
  - E. discharge
- 15.7 Notices. Suspensions, demotions, and discharges will be in written form. 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. A written warning shall be removed from the personnel file after three (3) years upon the written request of the affected employee to the County Administrator's office, provided the employee has no disciplinary action during the three (3) year period. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 15.8 Right to Union Representation. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning. Grievances relating to this Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 7.

## **ARTICLE XVI. LEAVE OF ABSENCE**

- 16.1 Leave Without Pay. Leaves of absence without pay may be granted for a period not to exceed one (1) year without loss of seniority or longevity benefits set forth in this Agreement provided:
- A. Such leaves may be limited to one employee at a time in any one department;

- B. Such leaves shall be granted only when requested in writing and while the employee is actively employed by Isanti County;
- C. An employee on leave who collects his accumulated PERA contributions shall be deemed to have severed his/her employment with the County and his/her leave shall be terminated.

16.2 Upon request, physical or mental illness leave may be extended for an additional six (6) month period upon the expiration of any one leave period.

16.3 An employee on an unpaid leave of absence shall accrue no benefits and shall not be allowed to utilize accumulated benefits.

**ARTICLE XVII. INJURY ON DUTY**

17.1 When an employee is injured in a work-related accident and receives benefits under the Workers Compensation Act, the employee’s salary shall be supplemented by sick leave and/or vacation benefits in such proportion to equal the employee’s regular pay.

**ARTICLE XVIII. RETIREMENT AND SEVERANCE PAY**

18.1 All regular employees who have completed a minimum of five (5) years continuous service with the County shall be entitled to severance pay at their current monthly salary according to the following schedule:

5 full years	.50 current month’s salary
10 full years	.75 current month’s salary
15 full years	1.00 current month’s salary
20 full years	1.25 current month’s salary
25 full years	1.50 current month’s salary
30 full years	1.75 current month’s salary

Each year thereafter, severance pay shall be paid at an additional five percent (5%) yearly increment.

In the event of an employee’s death, severance pay shall be paid to the employee’s spouse, children, father or mother, who survives, in that order.

**ARTICLE XIX. CONTINUING LEGAL EDUCATION (CLE)**

19.1 Continuing Legal Education Credits. Effective following the execution of this Agreement, the Employer shall pay a minimum of forty-five (45) CLE credits during each employee’s three year reporting period.

19.2 Attorney Law License Fee. Effective following the execution of this Agreement, the Employer shall pay the fees for any attorney licenses for each bargaining unit employee.

This shall include both state and federal license fees and any associated fees or wages for work hours used to attain or renew said licenses as required for working in the Isanti County Attorney's office.

## **ARTICLE XX. WAGES**

- 20.1 Effective January 1, 2018, the wage/salary schedule shall be increased by 2%.  
Effective January 1, 2019, the wage/salary schedule shall be increased by 2-1/4%.  
Effective January 1, 2020, the wage/salary schedule shall be increased by 2-1/2%.
- 20.2 All employees covered by this Agreement shall be paid in accordance with Appendix A attached hereto and made a part of this Agreement.
- 20.3 Additional Cash Compensation. Employees who have provided many years of service to Isanti County shall be eligible for additional cash compensation adjustment to their salary. The increase shall be implemented by January 1 of the year after an employee has reached the applicable years of employment.
- After 15 years 1% of base rate of pay  
After 20 years 1% of base rate of pay
- 20.4 Step Movement. Each employee shall advance one step on the employee's anniversary date in his/her classification except in the following circumstances; employees who have received an adjustment in their comparable worth rating, the date provided Isanti County policy for "reclassification procedures" shall apply; if promoted, the date of the promotion shall apply.
- 20.5 Promotions. On an Assistant County Attorney's two-year anniversary within their classification, the County Attorney, with the approval of the County Board of Commissioners, shall promote the attorney to the next Assistant Isanti County Attorney classification, unless the County Attorney can show, in writing, why the attorney does not have satisfactory standing. The County Attorney must then describe, in writing, what measures need to be taken for the attorney to attain satisfactory standing. Once those measures are taken to the satisfaction of the County Attorney, the attorney shall be promoted. An employee who is promoted to a higher level classification at a higher salary grade shall be placed on the step in the new salary grade that is at least a four percent (4.0%) increase over the employee's current salary.
- 20.6 Me Too Clause. If the Employer awards another group of employees a higher cost of living adjustment or Insurance premium contribution, the employees covered by this agreement shall receive the same adjustments granted by the Employer. It is understood that step adjustments do not apply to this clause. It is also understood that third party awards, such as arbitrations, do not apply to this clause.

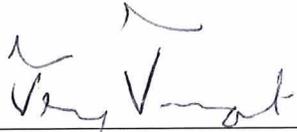
## **ARTICLE XXI. DURATION**

- 21.1 Except as otherwise specifically provided, this Agreement shall be effective January 1, 2018, and shall remain in full force and effect until the 31<sup>st</sup> day of December 2020, and shall remain in effect from year to year thereafter unless either party shall give written notice sixty (60) days prior to any anniversary date of its desire to amend or terminate the Agreement.

IN WITNESS WHEREOF,

the parties hereto have set their signatures on this 20<sup>th</sup> day of December, 2017

COUNTY OF ISANTI

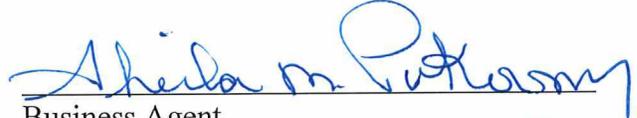


Terry Turnquist, County Board Chairperson

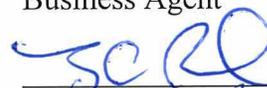


Kevin VanHooser, Isanti County Administrator

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



Business Agent



Steward



Steward

APPENDIX A – WAGE/SALARY SCHEDULE

**1-1-2018 WAGE/SALARY SCHEDULE**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>22</b>	<b>Assistant County Attorney I</b>						
	31.21	32.14	33.11	34.11	35.11	35.54	36.41
<b>24</b>	<b>Assistant County Attorney II</b>						
	35.14	36.21	37.26	38.39	39.57	39.95	40.96
<b>26</b>	<b>Assistant County Attorney III</b>						
	39.51	40.69	41.90	43.18	44.47	44.85	46.00
<b>27</b>	<b>Assistant County Attorney IV</b>						
	41.88	43.16	44.44	45.76	47.14	47.55	48.71

**1-1-2019 WAGE/SALARY SCHEDULE**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>22</b>	<b>Assistant County Attorney I</b>						
	31.91	32.86	33.85	34.88	35.90	36.34	37.23
<b>24</b>	<b>Assistant County Attorney II</b>						
	35.93	37.02	38.10	39.25	40.46	40.85	41.88
<b>26</b>	<b>Assistant County Attorney III</b>						
	40.40	41.61	42.84	44.15	45.47	45.86	47.04
<b>27</b>	<b>Assistant County Attorney IV</b>						
	42.82	44.13	45.44	46.79	48.20	48.62	49.81

**1-1-2020 WAGE/SALARY SCHEDULE**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>22</b>	<b>Assistant County Attorney I</b>						
	32.71	33.68	34.70	35.75	36.80	37.25	38.16
<b>24</b>	<b>Assistant County Attorney II</b>						
	36.83	37.95	39.05	40.23	41.47	41.87	42.93
<b>26</b>	<b>Assistant County Attorney III</b>						
	41.41	42.65	43.91	45.25	46.61	47.01	48.22
<b>27</b>	<b>Assistant County Attorney IV</b>						
	43.89	45.23	46.58	47.96	49.41	49.84	51.06

**Letter of Agreement**

**Between**

**County of Isanti**

**And**

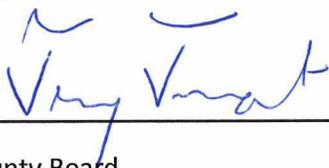
**AFSCME, AFL-CIO, Minnesota Council 65**

**(Assistant County Attorneys)**

The parties agree that no later than the beginning of the third (3rd) quarter of 2018, the Employer shall start discussions with the Assistant County Attorney bargaining unit on a PTO policy. These discussions shall proceed regardless of whether the other County bargaining units participate in the process.

The parties have set their signatures on this 20<sup>th</sup> day of December 2017

**COUNTY OF ISANTI**

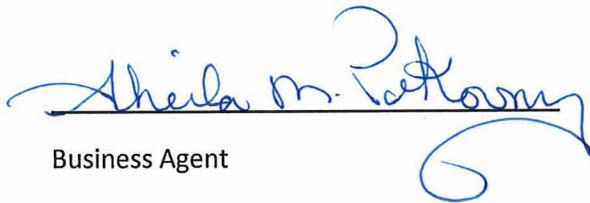


Isanti County Board



Isanti County Administrator

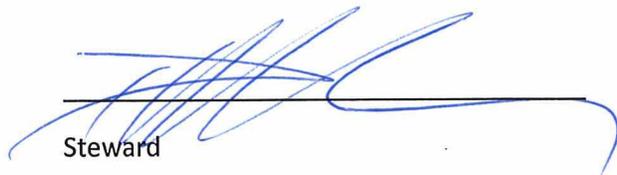
**AFSCME, COUNCIL 65**



Business Agent



Steward



Steward