

LABOR AGREEMENT

between

MAHNOMEN COUNTY

And

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO, MINNESOTA COUNCIL 65
MAHNOMEN COUNTY
SOCIAL SERVICES**

LOCAL NO. 3064

Human Services Employees

January 1, 2018, through December 31, 2020

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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Mahnomen, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to:

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

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for:

All employees employed by the Mahnomen County Human Services Department, Mahnomen, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and seasonal employees.

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

ARTICLE 3: DEFINITIONS

- 3.1 Union: American Federation of State, County and Municipal Employees.
- 3.2 Employee: A member of the exclusively recognized bargaining unit.
- 3.3 Office: Mahnomen County Human Services.
- 3.4 Employer: Mahnomen County.
- 3.5 Office Head: Director of Human Services.
- 3.6 Day: A "day" for purposes of calculating vacation, sick leave, or holiday accruals will be eight hours.
- 3.7 Regular Employee: Employee who has completed the six month probation period.
- 3.8 Probationary Employee: Employee who has not completed the six month probationary period.

- 3.9 Overtime: Work performed at the express authorization of the Employer in excess of 40 hours within a seven day period.
- 3.10 Full-time Employee: Scheduled to work at least 30 hours per week on a continuous basis. Eligible to participate in all benefit programs.
- 3.11 Part-time Employee: Scheduled to work less than 30 hours per week on a continuous basis. Not eligible to participate in welfare benefit programs, but receive pro-rated time off benefits.
- 3.12 Temporary and Seasonal: 1) Employed either full or part time for a limited period of time determined by the Employer. 2) Scheduled 35 percent of the week or less. 3) Works no more than 67 days in a calendar year. 4) If enrolled as a full-time student, works no more than 100 days in a calendar year.

ARTICLE 4: EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, participate in, or support any strike, sympathy strike, slowdown, or other interruption of or interference with the normal functions of the Employer.
- 4.2 In the event that any such employee violates this Article, the Union will immediately notify the employee in writing to cease and desist from any such action and will instruct the employee to return to his/her immediate duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

ARTICLE 5: EMPLOYER AUTHORITY

- 5.1 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.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement will remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6: UNION SECURITY

- 6.1 The Union shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its rights to dues check off. The Employer shall deduct from the wages an amount necessary to cover monthly union dues. Upon receipt of a properly executed authorization card of the employee, the Employer will deduct from the employee's paycheck the dues established by the Union. After the first 30 days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card. Monthly dues, together with a list of employees from whom deductions were made and the amount of such deductions, shall be forwarded to the Council 65 Office in Nashwauk, Minnesota.
- 6.2 The Union may designate employees from the bargaining unit to act as stewards and will inform the Employer in writing of such choices and changes in the position of stewards.
- 6.3 The Employer will make space available on the union bulletin board for the posting of union notice(s) and announcement(s).
- 6.4 The Employer will deduct from the wages of employees who are eligible to be members of the Union, but who have elected not to join Local No. 3064, an amount equal to the "fair share" contribution as specified by the Union within the parameters of Minnesota Statutes.
- 6.5 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.
- 6.6 The Employer agrees to allow union steward(s) reasonable time and leaves of absence, with prior approval from the Office Head, and without pay, for the purpose of conducting union business when such time will not unduly interfere with the operations of the Office.

ARTICLE 7: LEGAL SERVICE

Except in cases of malfeasance in office, willful neglect of duty, or bad faith, the Employer will defend, save harmless, and indemnify an employee and/or the employee's estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance or scope of the employee's duties to the extent allowed by law.

ARTICLE 8: SAVINGS CLAUSE

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

ARTICLE 9: JOB SAFETY

- 9.1 It will be the policy of the Employer that the safety of employees is a continuing and intricate part of its everyday responsibility.
- 9.2 It will also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to insure safety. This employee responsibility will include the proper use of all safety devices in accordance with recognized safety procedures.
- 9.3 The Employer will provide those employees performing work that requires home visits or other potentially dangerous assignments away from the Human Services offices with defensive chemical sprays approved for subduing aggressive people and animals. In addition, the Employer will assure that these employees are provided with appropriate training in the safe and effective use of such defensive chemicals.
- 9.4 Each employee assigned to make home visits will be provided with a stipend of \$5.00 per home visit, with a maximum total stipend for any employee of \$100.00 per calendar year.
- 9.5 Employees may purchase dog biscuits or similar items for subduing aggressive animals encountered during home visits and may submit reasonable receipts for such purchases for reimbursement by the Employer.
- 9.6 Employees may submit receipts for reasonable replacement and/or repair of personal clothing or other personal items damaged while taking evasive or defensive action in the performance of their duties.

ARTICLE 10: SENIORITY

- 10.1 Seniority is an employee's length of continuous service with the Employer. Employee seniority is broken by voluntary resignation, retirement, or discharge for cause. Upon completion of the probationary period, the seniority date of the employee shall relate back to his/her initial date of employment. The Employer shall, on January 1 of each year, post a seniority list for each department

covered by this Agreement, to include and rank, in order of highest to lowest seniority, all employees in the bargaining unit. Any employee or the Union shall be obligated to notify the Employer of any error in the seniority list within 30 days of such posting. If no error is reported within this 30 day period, the list will stand correct as posted. The union president and business representative will each receive a copy of the posting. If an employee is promoted or transferred to another classification within the bargaining unit, seniority in the prior classification shall be retained and frozen. If an employee is promoted or transferred to a position outside the bargaining unit, seniority in a prior work classification shall be retained for three months from the date of such transfer or promotion. An employee shall lose seniority standing upon voluntary resignation, retirement, discharge for cause, or after one year on layoff without recall.

- 10.2 Reduction of Work Force: Employees will be reduced on the basis of job classification seniority, providing all temporary and seasonal employees must be laid off first. An employee on lay off will have an opportunity to return to work within the job classification from which the employee was reduced or laid off for a one year period from the time of reduction or lay off before any new employee is hired or promoted. Any employee on lay off who is notified at the employee's last known address by registered mail to return to work, and who fails to return within 12 working days, will be considered to have voluntarily terminated his/her employment.

ARTICLE 11: JOB POSTING

- 11.1 Notice of all permanent vacancies and newly created positions shall be posted on bulletin boards and the employees given seven working days time in which to make application to fill such vacancy or new position. Notices state the type of work, place of work, rate of pay, hours to be worked, job classification, and a summary of the qualifications or eligibility requirements for the position.
- 11.2 The senior employee in the agency group (clerical, support, or professional) who makes application therefore will be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. Personnel in either of the other two agency groups shall also be given the opportunity to post and compete for vacancies in the other agency groups. The Department Head or other designated appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right to appeal the decision to the County Board of Commissioners. The County Board's decision will be binding and not grievable.
- 11.3 Every employee selected for a vacancy will serve up to three months in a trial period in the new position. During this time, the employee may be returned to the previous position at the previous rate of pay at the discretion of the Employer

with no loss of seniority.

- 11.4 The Employer is not restricted from advertising vacancies externally simultaneously with internal postings.

ARTICLE 12: WORK SCHEDULES

- 12.1 The Employer is the sole authority in establishing work schedules. The normal work week will consist of 40 hours. Employees can request a flex-time schedule, and, at the Employer's discretion, a flex-time schedule may be permitted as long as the needs of the Department are met.
- 12.2 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 a.m. – 4:30 p.m. work day. The Employer will give one week's advance notice to employees affected by the establishment of work days different from the employee's normal eight hour work day.
- 12.3 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/her from so working.
- 12.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 12.5 Nothing contained in this or any other article will be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 12.6 Employees required to work on a holiday will be paid at the rate of time and one half their regular rate of pay for hours worked on holidays designated in Article 16.1.

ARTICLE 13: OVERTIME

- 13.1 Definition of Overtime: Overtime is defined as hours worked (not including hours when the employee is utilizing paid time off) at the express authorization of the Employer in excess of 40 hours in a seven day period, from midnight Sunday morning to midnight on the following Saturday night. Overtime refused by employees will be recorded for purposes of attempting to distribute overtime evenly.
- 13.2 Calculating Overtime Compensation: Overtime pay for each hour worked in excess of 40 hours is calculated at one and one-half times the regular rate of pay. For the purpose of computing overtime compensation, overtime hours

worked cannot be pyramided, compounded, or paid twice for the same hours worked.

- 13.3 Compensatory Time Authorization: In the event that an employee is authorized overtime by the Office Head, the overtime earned may, with the approval of the Office Head, be taken as compensatory time off at the rate of one and one-half times the overtime hours worked, so long as it is used in the next 60 calendar days, but in every case, there must be a zero balance on December 31 of any calendar year. If not used within that time frame, the overtime will be paid according to section 13.2.

ARTICLE 14: VACATION

- 14.1 Full-time employees earn paid vacation based on years of continuous service with the Employer in accordance with the following schedule:
- | | |
|-------------------|---|
| 0 through 5 years | 8 hours [1 day] per month |
| 6 – 8 years | 9 hours per month |
| After 8 years | 10 hours [1 1/4 days] per month |
| After 12 years | 8 additional hours [1 day] each year over 12 years, to a maximum of 160 hours [20 days] per year. |
- 14.2 Probationary Period Restrictions: Employees accumulate vacation during the probationary period based on original date of hire or rehire, but are not eligible to take vacation until the completion of the probation period. Employees terminated during the probationary period will not be compensated for accumulated vacation. Employees who are hired during the month begin accumulation of vacation time on the first of the month following the date they were hired.
- 14.3 Vacation Pay: The rate of vacation pay is 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.
- 14.4 Vacation may be taken during a period approved by the Employer and can be taken in increments of 15 minutes.
- 14.5 Holidays During Vacation: If a paid holiday, as defined in Article 16, occurs during the calendar week in which a vacation is taken by an employee, the employee will not be charged vacation for the day that is a paid holiday.
- 14.6 Employees separating from county employment will be compensated for unused vacation time up to the maximum allowances on the date of separation.

14.7 For employees hired on or before December 31, 1998, 320 hours [40 days] of accumulated vacation may be carried over from one year to the next.

14.8 For employees hired after December 31, 1998, the maximum accumulation of vacation that may be carried over from one year to the next is as follows:

Employees with 2 through 10 years of service, a maximum of 200 hours [25 days].

After completion of 10 years of service, a maximum of 280 hours [35 days].

After completion of 19 years of services, a maximum of 320 hours [40 days].

14.9 Cashing Out Vacation Hours: Employees can cash out one-half or 50 percent of annual accruals at the time of the request, so long as they have used at least 40 hours of vacation that calendar year. The cash out can be requested once annually. Employees must submit such requests in writing two weeks prior to the county board meeting at which approval is sought.

ARTICLE 15: SICK LEAVE

15.1 Eight hours of sick leave will be earned for each calendar month of employment or major fraction thereof. Additions to or deductions from each employee's sick leave account will be made each pay period. Part-Time Employees shall receive sick leave benefits on a pro-rata basis.

15.2 Sick leave may accumulate to a maximum of 800 hours. Part-time employees shall accumulate sick leave to a pro-rated maximum of 800 hours.

15.3 Catastrophic Sick Bank: When an employee has 800 hours [100 days] accumulated in his/her regular sick leave bank, he/she will be able to accumulate sick leave in the catastrophic sick bank at the rate of four hours per month for each full month of service. This bank will only grow while the employee is at the maximum of his/her regular sick leave bank. The catastrophic sick leave bank cannot exceed 160 hours [20 days]. Leave in the catastrophic sick leave bank may be utilized only for serious illness or injury and not until the regular sick leave bank has been exhausted. A doctor's statement is required for the employee to be eligible to use this benefit. The request to use this time will go before a committee consisting of two union members and two others designated by the County Board. If the employee is not in agreement with the committee

decision, he/she may appeal the committee decision to the County Board. The County Board's decision will be binding and not grievable. If there is a tie vote in the committee, the matter will also go to the County Board for its decision, which will be final and not grievable.

- 15.4 As per Minnesota Statute 181.9413, sick leave with pay will be granted for bona fide illness, medical examination, or medical treatment for the employee and/or for the employee's child (stepchild, biological, adopted, or foster child), adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.
- 15.5 No sick leave will be granted to an employee during the first six months of employment, but sick leave will accrue from the start of the employee's employment. If an employee utilizes sick leave during his/her first six months, the employee will either lose the wages for that sick leave utilized or may make up the time lost.
- 15.6 After three days or more on sick leave, an employee may be required to provide valid evidence that he/she is physically and mentally able to perform his/her duties and responsibilities before returning to work.
- 15.7 The employee must notify the Office Head of the need for sick leave at the earliest possible moment and preferably before the start of the scheduled working hours. Failure to make diligent effort to give such notice may result in no compensation for such time taken.
- 15.8. Claiming sick leave when physically fit, except as permitted in this Article, may be cause for disciplinary action.

ARTICLE 16: HOLIDAYS

16.1 Paid Holidays: The following days will be observed as paid holidays:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Good Friday	Beginning at 12:00 noon
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 Day	Fourth Friday in November

Christmas Eve Day

12:00 noon on the last working day prior to the day Christmas Day is observed.

Christmas Day

December 25

- 16.2 Personal Holidays: Full-time employees are provided two days as paid "personal holidays" per year. This benefit is pro-rated for part-time employees. Personal holidays may be scheduled as two full days or four half-day periods, with timing approved by the employee's supervisor. Personal holidays not taken cannot be carried over to the next calendar year.
- 16.3 Holiday Pay: Eligible employees will receive eight hours of pay for each of the holidays listed above on which they perform no work.
- 16.4 Weekend Holidays: When a holiday falls on Saturday, the preceding Friday is observed as the holiday. When a holiday falls on Sunday, the following Monday is observed as the holiday.

ARTICLE 17: LEAVES OF ABSENCE

17.1 General Leaves of Absence:

Short Term Leave: This leave may be granted without pay, not to exceed two months, with the approval of the Office Head and the County Board after all accumulated leave has been exhausted. If the employee does not return on the date specified, the employee will be considered terminated unless a request for extension has been received and approved two weeks before the specified date of return. Requested leave of absences will only be granted when such leave would not impact the services provided by the Employer. Denial of a leave request is subject to the grievance procedure.

Long Term Leave: This leave may be granted without pay, not to exceed 12 months, with the approval of the Office Head and the County Board after all accumulated leave has been exhausted. If the employee does not return on the date specified, the employee will be considered terminated unless a request for extension has been received and approved two weeks before the specified date of return. Requested leave of absences will only be granted when such leave would not impact the services provided by the Employer. Denial of a leave request is subject to the grievance procedure.

- 17.2 FMLA Leave: Employees will be granted a leave of absence in accordance with the Family Medical Leave Act. For the purposes of such leave of absence, a year is a continuous 12 month period.
- 17.3 Medical Leave: May be granted up to a period of 12 months after accumulated

vacation leave has been exhausted. The Employee may maintain a reserve of 20 hours of sick leave when requesting medical leave. Any extension must be approved by the County Board. A doctor's statement may be requested. Requested leave of absences will only be granted when such leave would not impact the services provided by the Employer. Denial of a leave request is subject to the grievance procedure.

- 17.4 Pregnancy Leave: A pregnancy leave of absence may be granted up to a period of four months with the approval of the County Board. Sick leave will be used for the time of actual disability, not to exceed 90 days or 720 hours. A doctor's certificate stating the time of actual disability must be submitted. If the actual disability time exceeds 90 days or 720 hours, the County Board may require a second medical opinion at the Employer's expense.
- 17.5 Jury Duty: If an employee is required to serve on jury duty, the Employer will compensate the employee the difference between jury duty pay and the employee's regular rate of pay for the time on jury duty.
- 17.6 Military Leave: If an employee is a member of the military, leave and return to work is available from the Employer in accordance with current statutes.

ARTICLE 18: FUNERAL LEAVE

- 18.1 Funeral Leave with pay, not to exceed four days in length. The four days shall be based on the shifts that are considered a regular schedule for the employee. Funeral leave will be authorized in the event of a death in the employee's immediate family. Included in immediate family are: spouse, children, step-children, parents, step-parents, grandparents, grandchildren, step-grandchildren, siblings, step-siblings, mother/father-in-law, and brother/sister-in-law.
- 18.2 Additional time off taken by an employee in the event of the death of an immediate family member will be charged to vacation. If there are no vacation days available to the employee, he/she may take the approved additional time off as unpaid leave of absence.
- 18.3 Other Family Members:
1. Time away for the death of individuals considered family members, but not listed above, must be approved by Department / Office Heads and is charged to vacation.
 2. Examples include, but are not limited to: aunts, uncles, nieces, nephews, and cousins.

ARTICLE 19: INCLEMENT WEATHER LEAVE (STORM POLICY)

19.1 Employee Options During Inclement Weather:

Report to work as scheduled, or late, if the weather permits, doing so safely; keep your supervisor informed.

Do not report to work as scheduled if travel to work involves high risk; keep your supervisor informed.

Leave work early if required to return home safely.

Remain at work if it is unsafe to return home.

19.2 Accounting for Time Away from Work Due to Inclement Weather:

Time missed may be made up within the same week (Sunday – Saturday), but total hours worked in the week cannot exceed 40 hours.

Vacation hours may be used if available.

Compensatory time off may be used if available.

If paid leave is not available, the employee takes leave without pay.

ARTICLE 20: INSURANCE

20.1. The Employer will contribute up to \$920.50 each month towards the cost of the single coverage policy premium for each full-time employee who qualifies for and is enrolled in the Employer's \$1,000.00 CMM group health and hospitalization insurance plan. The contribution will be made on or before the first day of the month toward which it is applied, and such insurance contribution will terminate upon termination of employment. For eligible employees who choose the \$5,000.00 CDHP Health Savings Account Health Insurance Plan (HSA), the Employer will pay \$646.00 per month toward the cost of the single coverage policy premium for each full-time employee, plus \$274.50 per month into each employee's single HSA savings account. Employees newly enrolled in the HSA Plan will have the first three months contribution of \$823.50 placed in the savings account, with additional monthly contributions to begin after three months.

Employees may elect, at their own discretion, to provide coverage for eligible dependents under the Employer's group health and hospitalization insurance plan, provided such plan allows dependent coverage. The Employer will provide \$150.00 per month in calendar year 2015 toward the cost of coverage of such dependent coverage, and the remainder of the premium may be paid by payroll deduction upon the receipt of written authorization card from the employee to the Employer within 30 days prior to the date that such payment will be made. For

eligible employees who choose the \$5,000.00 Family Health Savings Account Health Insurance Plan (HSA), the Employer will pay \$646.00, plus \$274.50, plus \$150.00, for a monthly total of \$1,070.50, toward the family premium of \$1,722.00, leaving the employee a balance of \$651.50.

20.2 Any annual policy premium increase in 2019 or 2020, if more than the amount contributed by the Employer in 20.1, shall be borne equally between the Employer and the Employee.

20.3 Life Insurance:

The Employer will provide a \$10,000.00 life insurance policy on all employees. The Employer will make available a \$2,000.00 term life insurance policy for dependents, the cost for such policy to be paid by employees who elect such coverage.

Other Insurance Benefits:

20.4 The Employer will continue to pay the sum of \$51.00 per month to those Employees who do not elect to purchase dependent coverage, but they will not be eligible for any cash increases when the employer contribution to dependent coverage increases in any calendar year. This cash contribution will apply only to employees who have been employed by the Employer prior to January 1, 1989, and will not be a benefit to any employees hired after said date. Any employee who was eligible for the employer contribution to dependent coverage and was receiving the employer contribution as a payment towards dependent coverage will not be eligible for a cash payment should that employee make a determination to drop the employee's dependent coverage.

20.5 Employees will be allowed to form a group for the purpose of procuring dental insurance. The premiums will be borne by the employees through monthly payroll deductions when authorized by the employees.

20.6 The Union may request to reopen Article 20 in 2019 to discuss available options for health plans. Any change to health insurance would need Union approval.

ARTICLE 21: RETIREMENT HEALTH INSURANCE

21.1 No part of this benefit will apply to any employee who has been employed by the County of Mahanomen for less than ten years continuously. This benefit does not apply to employees hired after February 17, 2009.

21.2 Dependent is defined for this Article as an individual who was eligible for

inclusion in the County's group policy in effect at the time of employee's retirement, and it is specifically emphasized that "dependent" is only those children to the age of 19 and not all "dependents" as may be provided for in other matters, i.e. a definition for IRS purposes.

- 21.3 It is the intent of the Employer to provide a health insurance benefit to retirees and their dependents, but within the framework of a county group plan only, and it is not the intent of the Employer to provide health insurance to any retiree or dependent in "private sector" insurance. Accordingly, this retiree benefit plan will be null and void should the Employer become ineligible for group insurance or should the Employer, for any reason whatsoever, elect not to maintain a group health insurance plan for its then current working employees.
- 21.4 If, upon the election of the provisions of this benefit by an employee, said employee's dependents are included in the health insurance policy of said employee, the specifically named spouse and/or children of the employee, as of the date of employee's termination of employment, may be continued on the policy of said employee, at the total expense of the former employee and, further, subject to other limitations provided hereinafter.
- 21.5 Upon reaching the age of 65 years, no county contribution will be made for a former employee's health insurance.
- 21.6 Upon the termination of any retiring employee, no employer contribution will be made for the employee's dependent's insurance.
- 21.7 For all employees eligible for retirement under the PERA "Rule of 85" or PERA "Rule of 90," as defined in current Minnesota law and PERA rules or policy, with a minimum of at least ten years of continuous employment with the Employer, the Employer will pay the single premium rate specified for current employees in the current contract, only to the end of the month in which the former employee reaches the age of 65 years.
- 21.8 For retired employees with a minimum of ten years of continuous employment and who have attained at least 62 years of age, the Employer will pay the single premium rate specified for current employees in the current contract for all employees who retire after January 1, 2009, to the end of the month in which the former employee reaches the age of 65 years.
- 21.9 For retired employees with a minimum of 20 years of employment with the Employer and who have attained at least the age of 58 years, the Employer will pay the single premium rate specified for current employees in the current contract for all employees who retire after January 1, 2009, only until the end of the month in which the former employee reaches the age of 65 years

21.10 At the time the retiree reaches the age of 65 years, the retiree and/or eligible spouse and/or children, and only those spouse/children eligible for dependent coverage as of the date of employee's retirement, may retain the county group policy at their own expense, for an indefinite period, provided that "Medicare" will be the prime coverage upon reaching the age of 65 years.

ARTICLE 22: DISCIPLINE

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

- Oral reprimand
- Written reprimand
- Suspension
- Discharge

22.2 Suspensions, demotions, and discharges will be outlined in written form.

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

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

22.5 The Employer will have sole discretion to terminate an employee during the probationary period and it shall not be subject to the grievance process.

ARTICLE 23: GRIEVANCE PROCEDURE

23.1 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.

23.2 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 will notify the Employer in writing of the names of such union representatives and of their successors.

23.3 Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances is limited by the job duties and

responsibilities of the employees and will, therefore, be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the union representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article, provided the employee and the union representative have notified and received the approval of the Employer, who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

23.4 Procedure: Grievances, as defined by Article 9, will be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement will, within 21 calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 will 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, the remedy requested and will be appealed to Step 2 within ten calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten calendar days will be considered waived.

Step 2. If appealed, the written grievance will be presented by the Union and discussed with the Office Head. The Office Head will give an answer to the Step 2 grievance in writing within ten calendar days after receipt. A grievance not resolved in Step 2 may be appealed to Step 3 within ten calendar days following the Office Head's Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten calendar days will be considered waived.

Step 3. If appealed, the written grievance will be presented by the Union and discussed with the designated employer representative. The employer representative will give an answer to such Step 3 grievance in writing within ten calendar days after receipt. A grievance not resolved in Step 3 may be appealed to Step 4 within ten calendar days following the Employer's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten calendar days will be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator will be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

23.5 Arbitrator's Authority: The arbitrator will have no right to amend, modify, nullify,

ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator will consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and will have no authority to make a decision on any other issue not so submitted. The arbitrator will be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision will be submitted in writing within 30 days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision will be binding on both the Employer and the Union and will be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.

- 23.6 Arbitrator's Fees: The fees and expenses for the arbitrator's services and proceedings will be borne equally by the Employer and the Union, provided that each party will be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally.
- 23.7 Waiver: If a grievance is not presented within the time limits set forth above, it will be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will 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.
- 23.8 CHOICE OF REMEDY: If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and the grievance involves a suspension, demotion, or discharge of any Employee who has completed the required probationary period, the grievance may be appealed to either Step 3 or a different available procedure under the law, such as Merit System or Veteran's Preference after completion of Step 3, but an Employee may not retain both remedies. If appealed to any procedure other than Step 3, a grievance is not subject to the arbitration procedure provided in Step 4. The aggrieved Employee shall indicate in writing which procedure is to be utilized, Step 3, or the other appeal procedure, and shall sign a written statement indicating that the choice of any other hearing procedure precludes the aggrieved Employee from making a subsequent appeal to Step 4. Such election of procedure shall be filed within 15 days of the Employer's written response in Step 2, or the grievance shall be deemed waived.

ARTICLE 24: WAIVER

- 24.1 Complete Agreement: This Agreement represents the complete agreement between the Union and Employer. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- 24.2 Severability: The provisions of this Agreement will be severable, and if any provisions thereof or the application of any such provision under any circumstances is legally held invalid, it will not affect any other provisions of this Agreement or the application of any provision thereof.

ARTICLE 25: RATES OF PAY

- 25.1 Wage Schedule: See Appendix "A."
- 25.2 Travel Expenses: County employees authorized to travel within and outside of the County in the performance of their duties and responsibilities are reimbursed for reasonable, necessary travel expenses in accordance with the protocol in the Mahnomon County Employee Handbook.
- 25.3 On the one year anniversary of the date of hire the Employee shall receive an increase in pay to the next possible step on the grid. On each subsequent anniversary date the Employee shall receive another step increase until all steps on the grid have been exhausted.

ARTICLE 26: DURATION

Except as herein provided, this Agreement will be effective January 1, 2018 and will continue in full force and effect until December 31, 2020, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement will notify the other in writing at least 60 days prior to the end of the contract so as to comply with the provisions of the Public Employment Labor Relations Act of 1971, as amended.

IN WITNESS WHEREOF, the parties here to have caused this Agreement to be

executed on this ____ day of _____, 2018.

MAHNOMEN COUNTY
BOARD OF COMMISSIONERS

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

Chair, Mahnomen County



Staff Representative


Vice Chair, Mahnomen County

Union President

executed on this ____ day of _____, 2018.

MAHNOMEN COUNTY
BOARD OF COMMISSIONERS

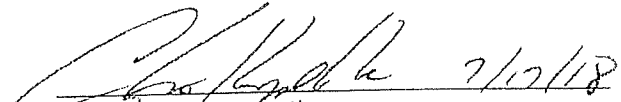
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO



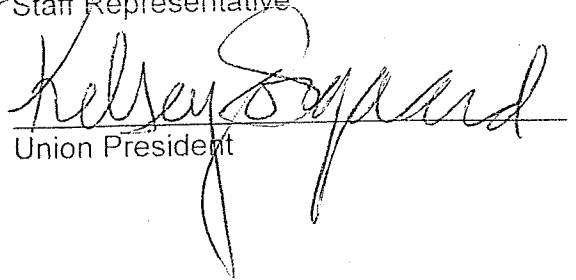
Chair, Mahnomen County



Vice Chair, Mahnomen County

 7/12/18

Staff Representative



Union President

APPENDIX A

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1. The formula for computing wage increases in 2018 consists of Mahnommen County implementing the Bjorklund Wage Study at 95% for each job classification at each step and putting into place the new job descriptions to correlate with the new scale. On January 1, 2019 the wage scale will be increased by 1% for each job classification at each step on the scale. On January 1, 2020 the wage scale will be increased by 2% for each job classification at each step on the scale.
2. Employees' progress to the next step on the wage scale on each one year anniversary date of their employment in their current job classification, provided they have achieved a job performance rating of "satisfactory" or better on their annual performance review. Those not achieving a "satisfactory" or better job performance rating on their annual performance review will not move to the next step and will be placed on a "correction action plan" with another review after six weeks. If performance is still not satisfactory, the matter will be documented in writing, and additional six week corrective action plans will be implemented until performance is "satisfactory", at which time the step increase will be implemented.

MAHNOMEN COUNTY COURTHOUSE SOCIAL SERVICES EMPLOYEES
Afscome Social Services Union Wage Scale

Appendix A

January 1, 2018 to December 31, 2020

Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
2018	\$23.42	\$24.13	\$24.83	\$25.53	\$26.24	\$26.94	\$27.65	\$28.35	\$29.06	\$29.76	\$30.46
2019	\$23.65	\$24.37	\$25.08	\$25.79	\$26.50	\$27.21	\$27.93	\$28.63	\$29.35	\$30.06	\$30.76
2020	\$24.13	\$24.86	\$25.58	\$26.30	\$27.03	\$27.75	\$28.49	\$29.21	\$29.94	\$30.66	\$31.38
2018	\$22.34	\$23.00	\$23.67	\$24.34	\$25.01	\$25.68	\$26.35	\$27.02	\$27.69	\$28.36	\$29.02
2019	\$22.56	\$23.23	\$23.91	\$24.58	\$25.26	\$25.94	\$26.61	\$27.29	\$27.97	\$28.64	\$29.31
2020	\$23.01	\$23.69	\$24.38	\$25.08	\$25.77	\$26.46	\$27.15	\$27.84	\$28.53	\$29.22	\$29.90
2018	\$21.32	\$21.95	\$22.59	\$23.23	\$23.86	\$24.50	\$25.13	\$25.77	\$26.40	\$27.04	\$27.67
2019	\$21.53	\$22.17	\$22.82	\$23.46	\$24.10	\$24.75	\$25.38	\$26.03	\$26.66	\$27.31	\$27.95
2020	\$21.96	\$22.61	\$23.27	\$23.93	\$24.58	\$25.24	\$25.89	\$26.55	\$27.20	\$27.86	\$28.51
2018	\$21.32	\$21.95	\$22.59	\$23.23	\$23.86	\$24.50	\$25.13	\$25.77	\$26.40	\$27.04	\$27.67
2019	\$21.53	\$22.17	\$22.82	\$23.46	\$24.10	\$24.75	\$25.38	\$26.03	\$26.66	\$27.31	\$27.95
2020	\$21.96	\$22.61	\$23.27	\$23.93	\$24.58	\$25.24	\$25.89	\$26.55	\$27.20	\$27.86	\$28.51
2018	\$20.38	\$20.99	\$21.59	\$22.20	\$22.80	\$23.41	\$24.01	\$24.62	\$25.22	\$25.83	\$26.43
2019	\$20.58	\$21.20	\$21.81	\$22.42	\$23.03	\$23.64	\$24.25	\$24.87	\$25.47	\$26.09	\$26.69
2020	\$21.00	\$21.62	\$22.24	\$22.87	\$23.49	\$24.12	\$24.74	\$25.36	\$25.98	\$26.61	\$27.23
2018	\$18.72	\$19.27	\$19.82	\$20.37	\$20.92	\$21.47	\$22.02	\$22.57	\$23.12	\$23.67	\$24.22
2019	\$18.91	\$19.46	\$20.02	\$20.57	\$21.13	\$21.68	\$22.24	\$22.80	\$23.35	\$23.91	\$24.46
2020	\$19.29	\$19.85	\$20.42	\$20.99	\$21.55	\$22.12	\$22.69	\$23.25	\$23.82	\$24.38	\$24.95
2018	\$16.65	\$17.13	\$17.61	\$18.10	\$18.58	\$19.06	\$19.54	\$20.03	\$20.51	\$20.99	\$21.48
2019	\$16.82	\$17.30	\$17.79	\$18.28	\$18.77	\$19.25	\$19.74	\$20.23	\$20.72	\$21.20	\$21.69
2020	\$17.15	\$17.65	\$18.14	\$18.65	\$19.14	\$19.64	\$20.13	\$20.63	\$21.13	\$21.62	\$22.13
2018	\$16.06	\$16.53	\$16.99	\$17.45	\$17.92	\$18.38	\$18.85	\$19.31	\$19.77	\$20.24	\$20.70
2019	\$16.22	\$16.70	\$17.16	\$17.62	\$18.10	\$18.56	\$19.04	\$19.50	\$19.97	\$20.44	\$20.91
2020	\$16.55	\$17.03	\$17.50	\$17.98	\$18.46	\$18.94	\$19.42	\$19.89	\$20.37	\$20.85	\$21.33
2018	\$13.71	\$14.10	\$14.48	\$14.87	\$15.26	\$15.64	\$16.03	\$16.42	\$16.81	\$17.19	\$17.58
2019	\$13.85	\$14.24	\$14.62	\$15.02	\$15.41	\$15.80	\$16.19	\$16.58	\$16.98	\$17.36	\$17.76
2020	\$14.12	\$14.53	\$14.92	\$15.32	\$15.72	\$16.11	\$16.51	\$16.92	\$17.32	\$17.71	\$18.11