

**LABOR CONTRACT
BETWEEN
PENNINGTON COUNTY
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
MINNESOTA COUNCIL #65
LOCAL UNION #3452
JANUARY 1, 2018 – DECEMBER 31, 2020**

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ARTICLE 1
PURPOSE

This Agreement is entered into between Pennington County, Thief River Falls, Minnesota (hereinafter referred to as the Employer) and Local 3452 of Minnesota Council 65, American Federation of State, County and Municipal Employees (hereinafter called the Union), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter called PELRA) to provide the terms and conditions of employment for the following described unit during the duration of this Agreement:

All employees of Pennington County Department of Human Services (also known as Pennington County Human Services) who are employed for more than 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding supervisory and confidential employees.

ARTICLE 2
RECOGNITION OF EXCLUSIVE REPRESENTATIVE

To the extent required by PELRA, the Employer recognizes the Union as the exclusive representative for the unit. The union shall have those rights allowed by PELRA and provided by this Agreement and those duties prescribed by PELRA plus those provided by this Agreement. The Employer shall not enter into any agreement with the employees covered by this Agreement, either individually or collectively, which conflicts with the established terms and conditions of employment, their rights, or the rights of the exclusive representative as established by PELRA.

ARTICLE 3
DEFINITIONS

- A. **Terms and Conditions of Employment.** Shall mean the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits.
- B. **Union.** Local No. 3452, Minnesota Council 65, American Federation of State, County and Municipal Employees, Nashwauk, Minnesota.
- C. **Employees.** A member of the exclusively recognized bargaining unit except those explicitly excluded herein.
- D. **Employer Designee.** A person or persons appointed by the Director of the Pennington County Human Services and confirmed by the Pennington County Board.

- E. **Union Representative.** A representative designated by the members of the bargaining unit.
- F. **PELRA.** Terms not defined in this Agreement shall have those meanings as defined by PELRA.
- G. **Time Calculations.** Any times stated throughout this contract shall be calculated using fifteen (15) minute increments. (Example: vacation, work, sick, comp, etc.)

ARTICLE 4
SCOPE OF AGREEMENT

The Union recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota, rules and regulations of the Department of Human Services, and rules and regulations of the Merit System, and are outside the authority of the Employer to establish, modify or eliminate.

ARTICLE 5
EMPLOYER'S RIGHTS

- A. The Employer maintains inherent managerial policy rights which matters include but are not limited to areas of discretion or policy, functions and programs, the right to operate and manage all manpower, facilities and equipment; to establish functions in programs; to determine the utilization of technology; to establish and modify the organizational structure; to select, director and determine the number of personnel; to establish and change work schedules; to perform any inherent managerial function and to comply with all laws of the State and Federal Government, including but not limited to the Civil Rights Act of 1964, as amended, the occupational Safety and Health Act, and the Equal Employment Opportunity Act.
- B. Any terms and conditions of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish and eliminate.

ARTICLE 6
UNION DUES

- A. The Union shall be allowed dues check off for its members provided it has not lost its right thereto and such loss of right as provided for by PELRA. The Employer shall deduct from the wages of employees an amount necessary to cover monthly Union dues and any other union approved deduction. After the first thirty (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.

- B. All employees in the unit who are not members of the Union may be required by the Union to contribute a fair share fee for services rendered by the Union. The Union's rights so to require shall not exceed the right provided by PELRA and the Employer's obligation so to deduct shall not exceed the obligation provided by PELRA. If the Union gives the Employer written notice of the names of employees of whom it requires a fair share fee, the Employer shall be obligated to check off such fee from the earnings of such employees and transmit it to the Union. In no instance shall a contribution required of such employee exceed a pro rata share of specific expenses incurred for services rendered by the Union in relation to negotiations for the unit and administration of grievance procedure for the unit. The first deduction for any employee shall be due with respect to the first check for the employee issued on or after the 30th day following notice. Such notice shall be in writing and shall be delivered to the Employer at his administrative offices. Any dispute by an employee as to the amount of the fair share fee shall be resolved by the employee and the Union, and shall not be subject to grievance under this Agreement.
- C. The Union hereby warrants and covenants that it will defend, indemnify and save the Employer and all members of its Board and all of its administrators harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of the deduction of the fair share fee specified herein, including payment of attorney's fees incurred in such defense whether or not a legal action is commenced.

ARTICLE 7 HOURS OF WORK

- A. Normal hours of work shall be thirty-seven and one-half hours per week beginning Monday and ending on Friday with the pay week being Monday and ending on Sunday.
- B. Hours worked between 37 ½ and 40 hours in a work week shall be compensated at employee's normal hourly rate or compensatory time at the straight time. Hours worked in excess of 40 hours in a week shall be compensated at the overtime rate or compensatory time at a rate of 1 ½ hours per hour worked. Such additional time shall only be paid when authorized in advance by the employee's supervisor or Human Services Director. In emergency situations the employee will notify the supervisor as soon as possible of the reason pre-approval was not secured.
- C. There shall be two 15-minute breaks per day.

- D. All travel time for attendance at conferences, seminars, meetings, etc. shall count as time worked and shall be paid according to the Fair Labor Standards Act.
- E. Employees called to work outside their regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half, or credited with compensatory time off at the same rate. The employee needs to provide in writing the reason for the call out.
- F. Hours of vacation, sick leave, and compensatory time used are not considered hours worked for the purpose of calculating overtime and compensatory time accrued.
- G. An employee who has accrued compensatory time and requests use of the compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the agency. Reasonable period will be determined by considering the customary work practices within the agency based on the facts and circumstances in each case. Work practices include, but are not limited to: a) normal schedule of work; b) anticipated peak work loads based on past experience; c) emergency requirements for staff and services; d) the availability of qualified substitute staff. The maximum compensatory time accrued shall be 120 hours. Straight time shall continue to be paid for all hours worked up to forty (40) hours, and time and one-half (1-1/2) for all hours worked over forty (40).
- H. All employees shall be allowed to work flex schedules, provided such schedule is approved by the employee's immediate supervisor and/or the Human Services Director. Flex schedules can vary from employee to employee depending on each individual circumstance. It is understood by both parties that adequate coverage must be maintained during normal business hours. The Union understands that it is management's inherent right to decide whether or not flex schedules should exist and agrees that this shall not be a grievable matter.

ARTICLE 8

SICK LEAVE

- A. Each permanent and probationary employee in the unit shall earn sick leave at the rate of 3.47 hours per pay period of service up to 90 hours per year/12 days per year. Part-time employees shall earn pro-rated sick leave based on hours worked. The Employer may request a professional verification after three (3) consecutive days of sick leave use by an employee.
- B. An employee may use personal sick leave benefits provided by Pennington County for absence due to an illness or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, or like members of the spouse's family, or members of the employee's household for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

- B. Unused sick leave shall be accumulated to a maximum of 750 hours.
- C. Sick leave shall not be granted to non-public employees as defined by Minnesota Statute 179A.03.
- D. Sick leave shall not accumulate to an employee while in a non-pay status, except employees on military leave.
- E. Employees will use all of their accrued sick leave prior to using an unpaid FMLA leave of absence. At the employee's request they may choose to use vacation/compensatory time prior to using an unpaid FMLA leave of absence. Upon the expiration of an employee's initial leave of absence the employee will get an updated doctors note outlining the new anticipated leave duration. Any additional requests will come from Human Resources. Employees out on an unpaid medical leave will earn and retain seniority standing and will not have their name removed from the payroll upon presentation of medical reports substantiating his/her continued disability. No fringe benefits shall accrue except medical, hospitalization, surgical and life insurance premium, subject to insurance company's policy. When it becomes evident, per a medical professional, that his/her condition is permanent and he/she will be unable to return to work, then his/her name shall be removed from the payroll. The employee and the Union shall be notified of the Employer's intent to remove an employee from the payroll thirty (30) days prior to doing so.
- F. Permanent, full-time status employees, who leave County employment in good standing at age 58+ or when an employee is eligible for a retirement annuity under PERA Law, he/she shall be paid for a percentage of the balance of sick time due at the time of termination or retirement, up to his/her maximum accumulation as follows:

| | |
|-------------|-----|
| 15-20 years | 20% |
| 20+ years | 35% |
- G. An employee absent due to a job-connected injury shall be paid the difference between the worker's compensation benefit and his/her regular wages for a period not to exceed three (3) months.
- H. For each six (6) month period without the use of more than four (4) hours of sick leave, an employee will be given, at their request, a bonus day which will be added to their vacation schedule. An employee may use up to four (4) hours of sick leave during a six (6) month period and still be eligible for the bonus day.
- I. Employees shall be allowed the option to donate up to 25 hours per calendar year of accrued sick time, vacation time, comp time or holiday time to any county employee who, as a result of a major illness or accident, has exhausted all of the employee's sick leave, holiday time, vacation

and compensatory time. All hours donated will be subtracted from the employee making the donations accrual bank and be converted into accrual dollar value. These hours will be credited to the receiving employee's sick leave bank at an equal dollar value. Once a donation is made, the receiving employee will have no obligation to return-repay the hours to the donor.

ARTICLE 9

FUNERAL/BEREAVEMENT LEAVE

- A. An employee shall be allowed up to four (4) working days with pay as funeral/bereavement leave days for a death in the immediate family. Immediate family is to be defined as mother, father, sister, brother, son, daughter, spouse, grandparents, grandchildren, step-parents, step-children, like members of the spouse's family, siblings and spouses of such persons, or a member of the employee's household. If more than four (4) days is required, the extra days shall be deducted from sick leave.
- B. An employee who performs with a color guard at the military funeral receives pay the same as though he/she had been at work. If the funeral is in the morning or in the afternoon, the employee would have one-half (1/2) day except when the funeral is outside of Pennington County, the employee shall have one (1) day off.
- C. Employees shall be allowed up to two (2) additional days per calendar year for funerals of friends or other relatives with such days to be deducted from an employee's accumulated unused sick leave.

ARTICLE 10

VACATION

- A. Each employee who has received permanent status shall receive an annual vacation with pay based on an accumulation based on vacation days figured at a rate dependent on years of continuous service with the department. Said vacation days shall be accumulated as follows:

| | | |
|-------------|-----------------------------|------------------------|
| 0-4 years | 3.47 hours/pay period up to | 90 hours/12 days/year |
| 5-9 years | 4.33 hours/pay period up to | 118 hours/15 days/year |
| 10-14 years | 5.20 hours/pay period up to | 135 hours/18 days/year |
| 15-19 years | 5.77 hours/pay period up to | 150 hours/20 days/year |
| 20+ years | 6.35 hours/pay period up to | 165 hours/22 days/year |

- B. A new probationary employee will accrue vacation time at the rate of 3.47 hours per pay period, but may not use any vacation until he/she has completed four (4) months of continuous employment.

- C. In determining vacation period, the wishes of the employees will be respected as to the time of taking vacation insofar as the needs of service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when an agreement cannot be reached among the employees.
- D. In the event that a new employee is hired with prior job related experience or education, the Employer may start the new hire at a level higher than 0-4 years of the vacation scale. Said credits shall be used only to determine how many days per month vacation leave he/she will earn, and no accumulated vacation shall be granted upon coming to Pennington County.
- E. With the exception of terminations for just cause, an employee with accumulated vacation time, including for employment periods less than one (1) year, shall be paid out upon termination.
- F. An employee may accumulate vacation leave up to 180 hours.
- G. Part-time employees shall earn vacation on a pro rata basis.
- H. Vacation time shall not accrue to an employee while in a non-pay status, except military leave.

ARTICLE 11

HOLIDAYS

- A. **Scheduled Holidays.** The following holidays, or days observed as such, shall be considered as holidays to all employees covered by this Agreement:

| | |
|--|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| President's Day | Veteran's Day |
| Good Friday or Monday following Easter | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

When a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. When a holiday falls on a Sunday, the following Monday shall be considered a holiday.

Human Services will be staffed as necessary on Good Friday and the Monday following Easter.

The agency will close at 3:00 pm on Christmas Eve (same as the Personnel Policy). If Christmas Eve falls on a weekend, employee will not receive an additional 1-1/2 hours of holiday pay. Employees taking vacation hours that day would utilize six vacation hours.

- B. **Holiday Overtime Pay.** The Employer may require employees to work on said holidays, but the employee shall receive regular holiday pay in addition to time and one-half to the extent of the hours worked during a holiday.
- C. **Exception to Holiday Pay.** To be eligible for holiday pay, employees must have worked the last scheduled work day before the holiday and the first scheduled work day following the holiday, unless the absence is excused by the Human Services Director.
- D. **Vacation Holiday Pay.** Holidays which occur during an employee's scheduled vacation shall be considered a paid holiday, and the employee shall not be charged for vacation on that day.
- E. **Part-time Employees.** Part-time employees shall only get credit pro rata based on the percent of time worked for holidays on which they would have worked in the normal schedule.

ARTICLE 12
PROBATIONARY PERIOD

- A. All individuals who are original appointments to a job position shall serve a six (6) continuous month probationary period. During the probationary period, employees may use earned sick leave, and after four months from the hire date, may request to use vacation as accrued.
- B. At any time during the probationary period, the employee may be terminated at the discretion of the Employer without such termination being a violation of this Agreement or being grievable as provided by the grievance procedure.
- C. Employees shall, during the probationary period, earn sick leave and vacation credits as provided in the sick leave and vacation sections of this contract. During the probationary period, employees may use earned sick leave and may use vacation after four (4) months.
- D. The first six (6) months of employment of any permanent or temporary employee including part-time employees shall be the employee's probationary period. During that time, he/she is required to demonstrate suitability for the position for which they were hired. The Employer may extend the probationary period one time up to six (6) additional months. The employer will notify the employee in writing prior to the one time extension that it is their intent to extend probation for 1, 2, 3 etc. months or if the extended probation will be for the full six (6) months.
- E. Employees within the bargaining unit who change to a higher job classification shall serve a six (6) month probationary period. They will retain permanent status and benefits and receive the appropriate pay increase on the effective day of the classification change.

- F. A promoted employee during the probationary period may be demoted at the option of the employer or at the request of the employee. The demotion shall be to a vacant position in the employee's former classification or in another comparable or lower classification where the employee has tenure. This section shall not in any way affect the Employer's ability to discharge or discipline an employee pursuant to the terms of this Agreement.

ARTICLE 13

SENIORITY

- A. General Provisions. Seniority standing shall be granted to all employees who have attained permanent status by completing six (6) months of initial probationary period and shall be determined on the basis of total length of continuous employment with the Employer. Within thirty (30) days after this Agreement has been signed by both parties, the Employer shall prepare and post a seniority list. The list shall contain in descending order of seniority the name, date of employment, and job title of each employee. Each employee shall be placed on the seniority list as of the first day of employment upon completion of the probationary period.

Any person who disagrees with the manner of placing of his or her name on the seniority list shall have ten (10) days of the date of posting to supply written documentation, proof and request for seniority change to the Employer. Employees failing to do so waive any claim to seniority different from that shown on the list. If the Employer does not agree with a request for change of seniority, the matter shall be resolved under the grievance procedure. Within ten (10) days after the closing of time for request in change of seniority, the Employer shall post the final seniority list which, except with respect to unresolved requests for change previously made, shall be final and binding upon each employee on such list, upon the exclusive representative, and upon the Employer.

Seniority shall terminate when the employee is separated from employment.

If an employee takes an unpaid leave of absence or is laid off for over thirty (30) days, seniority shall not accrue during said period, except in the case of maternity/paternity leave.

The Employer shall keep posted an updated seniority list reflecting any changes resulting from retirement, death, resignation, or other cessation of services or adding of new employees. An employee whose name is added to the seniority list after its initial creation shall have the rights specified in Section B during the first ten (10) days after his or her name has been added to the list and thereafter shall be found according thereto.

Temporary employees, seasonal employees, substitute employees and casual employees do not have seniority and shall not be listed on the seniority list.

Seniority shall be based upon length of continuous employment by the Employer from the first day work is done. Termination of employment terminates seniority, and a rehired employee shall be treated as an employee who has never worked for the Employer.

- B. Lay-Offs. In the event of a layoff, it is understood and agreed that the least senior employee in the classification that is to be eliminated shall be laid off first. The least senior employee in the classification that has been eliminated shall have the right to bump laterally or downward into another classification provided the employee has the qualifications and seniority for that position.

Employees who are laid off shall be rehired within classification in the inverse order of layoff. An employee notified to return to work must return within ten (10) working days after notification in order to retain recall rights. Notice of recall shall be sent by registered mail.

An employee's right to recall exists for nine (9) months after his/her last date of layoff.

- C. Vacancies. Notices of vacancies and newly created positions shall be posted on the Department of Human Services bulletin board, and employees given five (5) working days' time in which to make application to fill such vacancy or new position.

Notice of vacancies or newly created positions shall state the type of work, place of work, rate of pay, hours to be worked, and job classification. Copies of job postings shall be sent to the Union President.

The senior employee making application shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications to perform the duties of the job involved. The Employer shall make the initial determination as to whether or not an applicant possesses the necessary qualifications. If the Union disagrees with the determination, they shall have the right of appeal throughout the normal grievance procedure.

A vacancy in a permanent position shall be posted and filled within forty-five (45) calendar days of the Board meeting authorizing the filling of position or as soon as possible thereafter.

ARTICLE 14 GRIEVANCE PROCEDURE

- A. Section 1. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

- B. Section 2. Definitions.

1. Days. Means calendar days excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.
2. Service. Means personal service, certified mail or electronic submittal.

3. **Reduced to Writing.** Means a concise statement outlining the nature of the grievance, the provisions of the contract in dispute, and the relief requested.
4. **Answer.** Means a concise response outlining the Employer's position on the grievance.

C. **Section 3. Procedure:**

1. **Step 1.** Whenever any employee has a grievance, he/she shall meet with or without their steward with his or her employer designee in an attempt to resolve the grievance within ten (10) days after the grievance occurred. If the grievance is not resolved within five (5) days of the first informal meeting, the grievance may be reduced to writing by the grievant and served upon the Human Service Director of Pennington County. Service must be made within five (5) days of the last informal meeting.
2. **Step II.** The Human Service Director of Pennington County and employer designee, if any, shall meet with the grievant within ten (10) days after receipt of the written grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. If the grievance is not resolved, the Human Service Director shall give the employee grievant an answer in writing within five (5) days after the meeting with the grievant. The grievance not resolved in Step II may be appealed and the grievance must proceed to Step III by serving proper notification on the Pennington County Human Service Director and the County Board of Pennington County. The notification shall contain a concise statement indicating the intention of the parties to proceed with a grievance, an outline of the grievance, the provisions of the contract in dispute, and the relief requested.
3. **Step III.** If a grievance is properly appealed from Step II, the Director of the Pennington County Human Services and the Chairman of the County Board of Pennington County shall meet with the designated official of the unit and the grievant within ten (10) days after receiving notice of intention to proceed with the grievance pursuant to Step II. Within five (5) days after the meeting, the Employer shall issue its decision in writing to the parties involved.
4. **Step IV.** Either party, within five (5) days of the Employer's decision in Step III, may request the services of a mediator from the Bureau of Mediation Services. Both parties shall meet with the assigned mediator in an effort to resolve the dispute. Either party may terminate the mediation process by written notice to the other party after the first mediation session. All time limits for Step V shall run from the date of this notice. This mediation step is optional, and if neither party invokes it, the grievance must be processed in accordance with the remainder of the grievance procedure as if this step did not exist.

5. Step V. In the event that the employee and the Employer are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:
- a) Subdivision 1. A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Director of Pennington County Human Services within ten (10) days following the decision in Step III or within ten (10) days following the notice of the parties as provided in Step IV.
 - b) Subdivision 2. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If the Employer and the grievance are unable to agree on the arbitrator, they may request from the Bureau of Mediation Services a list of five (5) names. The list maintained by the Board shall be made up of qualified arbitrators who have submitted an application to the Board. The parties shall alternately strike names from the list of five (5) arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by flip of the coin.
 - c) Subdivision 3. Prior procedure – required. The arbitrator shall first determine whether the grievance has been duly processed by the employee in accordance with the grievance procedure and appeal provisions. If he/she determines that it has not been, he/she shall not consider the grievance further. Employer, employee and exclusive representative shall join in requesting the arbitrator to make such determination within ten (10) days after receipt of the documents enabling him/her to make such determination, but no party shall be prejudiced if the arbitrator fails to make the determination within such time.
 - d) Subdivision 4. Submission of Grievance Information. Upon appointment of the arbitrator, either party may submit to the arbitrator a written statement of its position. The party which submits a written statement of position shall provide a copy thereof to the other party, simultaneously, upon presenting the position statement to the arbitrator.
 - e) Subdivision 5. Hearing. The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

- f) **Subdivision 6. Decision.** The decision of the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties to the extent, but not beyond the extent, required by PELRA.
 - g) **Subdivision 7. Expenses.** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the party's representative, witnesses and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share fees and expenses of the arbitrator. The cost of the transcript or recoding shall be borne by the party requesting it, or equally if requested by both parties.
 - h) **Subdivision 8. Jurisdiction.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the Employer and the Union, and shall have no authority to make a decision on any other issues not so submitted to the arbitrator. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.
6. 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.
7. The Human Services Board of Pennington County reserves the right to review any decision issued under Step I and II of this procedure, provided the Employer or his representative notify the parties of its intention to review within ten (10) days after the decision has been rendered. In the event the Employer reviews a grievance under this section, the Employer reserves the right to reverse or modify such decision. Such a review must be completed and a notice of the Welfare Board of Pennington County's action given to the employee within five (5) days after notice of intent to review has been given. If the Employer exercises its right to review, the grievance shall proceed as upon Step III and there shall be no further proceedings at Step I and Step II.

8. If, as a result of the written Employer response in Step II, the grievance remains unresolved, and if an employee has completed the required probationary period, and if the grievance involves a pay dispute, the grievance may be appealed to Step II of this Article. The employee shall notify the Employer in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the grievance employee from making a subsequent appeal to Steps III, IV and V of this Article. It is the intent of the parties hereto that the grievant shall only have one remedy for resolving grievances under this Agreement and shall not be able to pursue the remedies under this grievance procedure in addition to any grievance procedure under Merit System, Veterans Preference or Unfair Employment.

ARTICLE 15
LEAVES OF ABSENCE

- A. Jury Duty. An employee in the unit who is called for jury duty shall be compensated for the difference between the employee's regular salary and the pay received for jury duty, excluding mileage paid for jury duty or in the alternative, the employee may turn in jury pay received to the County and receive regular pay and benefits from the County. Absence from work for jury duty is allowed only during those hours that the tribunal actually requires the employee's presence. Employees excused by the tribunal for the balance of the day shall return to work and finish the remainder of the day's work.
- B. Military Leave. Employees shall have the right to request military leave in accordance with Minnesota Statutes.
- C. Sabbatical Leave. Section 9 (A) – The Department Head, at his/her discretion, and with the approval of the County Board, may approve the absence of an employee, without pay, not to exceed 30 calendar days. Any absence of more than 30 days whether with or without pay shall be approved by the County Board in advance. Where appropriate in such cases, the County Board will grant an official leave of absence in order to preserve the employee's status as a public employee, and his/her benefit rights under PELRA.
- D. Election Judge. A leave of absence will be granted to election judges. Benefits and requirements for this leave shall comply with Minnesota Statute Section 204B.195.

ARTICLE 16
CHILD CARE LEAVE OF ABSENCE

- A. Maternity/Paternity or Child Care Leave may be granted as unpaid leave of absence to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child, provided such employee is caring for the child on a full-time basis and provided the

employee complies with the following procedure.

- B. An employee making application for Child Care Leave shall inform the Employer in writing of their intention to take the leave at least thirty (30) days in advance whenever possible. The leave cannot exceed six (6) months in length including up to 12 weeks of Family and Medical Leave, from the date of its start. The application must state the length of time requested.
- C. If the reason for the leave is occasioned by medical needs, an employee may utilize accrued sick leave pursuant to sick leave provisions of this Agreement during the period of serious illness for employee or child.
- D. In making a determination concerning the commencement and duration of Child Care Leave, the Employer shall not be required to:
 - 1. Grant leave more than six (6) months in duration
 - 2. Permit employee to return to employment prior to date designated
- E. Failure of an employee to return pursuant to the date determined under this Article shall constitute grounds for termination of employment. An employee will be required to repay the Employer's portion of the health insurance that was provided during the 12 weeks of Family Medical Leave.
- F. Leave under this Article shall be without pay or fringe benefits. With the exception of the Employer paying the Employer's regular portion of health insurance for up to 12 weeks as required by the Family Medical Leave Act.
- G. An employee returning from Child Care Leave as covered in this Article shall be entitled to return to employment in their former position or another position in their former classification in service, or a position of comparable duties and pay. An employee returning from a Child Care Leave shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced, plus any adjustments that would have been made had the employee been continuously employed during the period of absence.

ARTICLE 17

SUSPENSION AND DISCHARGE

- A. The Employer shall have the right to impose disciplinary actions on employees only for just cause.
- B. Disciplinary action by the Employer may include any of the following actions: Oral reprimand, written reprimand, suspension without pay, demotion or discharge.

ARTICLE 18
GENERAL PROVISIONS

- A. Employees in the field on official agency business out of the County requiring meals and/or lodging away from home shall be reimbursed for such expenses upon submission of receipts in accordance with the County Personnel Policy.
- B. Mileage shall be reimbursed to employees for authorized travel at the rate established as the maximum allowed by the County. An employee authorized to receive a mileage reimbursement shall receive a minimum of eight (8) miles per day when their automobile is actually used. Mileage will not be reimbursed if an agency vehicle is available. If a county car is not available employees will be reimbursed at the current federal mileage rate.
- C. Any employee elected by the Union to represent the Union at International, State or District conventions which require his absence from duty shall be granted the necessary time off to attend such meetings without pay and without discrimination and without loss of seniority rights or any other rights granted by the Employer.
- D. In the event that any provisions, phrase or clause of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire agreement, it being the express intention of the parties that all other provisions of this agreement remain in full force and effect.
- E. Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Board at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.
- F. The Board agrees to permit the negotiating or grievance committee to appear at all negotiating agreement meetings with the Board and negotiations of disputes without the loss of pay; provided, however, that the Employer shall pay no more than four (4) members of the negotiation committee nor shall any liability be incurred for sessions during other than normal working hours.
- G. There shall be established a labor-management committee consisting of up to four (4) members from the Union and up to four (4) members from Pennington County. The committee will meet monthly or as mutually agreed upon by the committee.
- H. In the event an employee chooses to remain at home due to inclement weather and the county facilities remain open, the employee will be required to use vacation time, use compensatory time or make up the missed hours within thirty (30) days to remain in pay status.

ARTICLE 19
INSURANCE

- A. The Employer shall provide for health insurance benefits for all regularly scheduled employees in the bargaining unit working an average of 30+ hours per week, or as otherwise required by Federal Law. Any changes in the current coverage shall be approved by the Union prior to implementation.
- B. In the year beginning January 1st, 2018 and thereafter, the Employer shall pay up to \$1,000 per month for health insurance premiums. All monthly amounts over \$1,000 shall be split 50/50 between the employer and the employee. No employee shall receive cash compensation in lieu of insurance coverage.

Regularly scheduled part-time employees shall have the amounts prorated based on the number of hours worked per week.

- C. The insurance provisions of this Contract may be reopened by either the Employer or employee by 30 day written notice to the other party. If the premium will exceed \$1,000, the 50%/50% provisions are not subject to reopener. All other issues of this contract shall remain in full force and effect and not be subject to any reopening or additional negotiations during the term thereof.
- D. Employees may also consider a VEBA plan that is offered by the Employer. See Appendix "B" for full disclosure of this plan.
- E. This contract supersedes all previous contracts however this does not limit the Union from filing a grievance on Past Practice related items.
- F. The Union and Pennington County agree to meet and confer in 2019 regarding the proposed 40% Excise tax on health insurance premiums, otherwise known as the Cadillac Tax. The Union and Pennington County mutually agree to open the contract for Insurance only to negotiate any non-compliance relating to the Affordable Care Act.

ARTICLE 20
COMPENSATION

- A. All employees shall be paid in accordance with the schedule hereto attached as Appendix A.
- B. General Wage Adjustment:

For each year any step increase for each eligible full-time employee's shall on that

employees hire date. Step increases for part-time employees shall occur after every 1950 hours worked but not more than every 365 days.

On January 1, 2018 all employees shall receive a 3% cost of living increase.

On January 1, 2019 all employees shall receive a 2.75% cost of living increase. Plus \$.75 per hour before the General Wage Increase is added for Office Support Specialist, Social Workers and Case Aide rate of pay.

On January 1, 2020 all employees shall receive a 2.25% cost of living increase. Plus \$.75 per hour before the General Wage Increase is added for Office Support Specialist, Social Workers and Case Aide rate of pay.

- C. If a new classification for which no rate has been negotiated is added to the County service, the appropriate rate shall be set at the comp worth rate as determined by the comp worth committee.
- D. Promotion. An employee who is promoted from one classification to another shall not have any reduction in pay for such promotion, but shall receive an increase in pay equal to the next step in his/her new classification that results in a pay increase or the minimum pay for the new classification, whichever is greater.
- E. Longevity shall be paid to permanent full-time and permanent part-time employees on a prorated basis. Employees shall be eligible for longevity pay upon completion of the required number of years of continuous employment from the employee's last date of hire as a permanent Pennington County employee.
 - 1. Computation. Upon completion of the required length of continuous service from the last date of hire as a permanent employee. An employee will be paid longevity in the lump sum on the first week in December of each year.

2. Schedule:

| | |
|---|---------------|
| After 5th year of employment | \$10.00/month |
| After 10 th year of employment | \$20.00/month |
| After 15 th year of employment | \$30.00/month |
| After 20 th year of employment | \$40.00/month |
| After 25 th year of employment | \$55.00/month |
| After 30 th year of employment | \$60.00/month |

- F. New employees shall be placed at the starting wage of the pay scale. In the event that a new employee is hired with prior job related experience or education, the Employer may start the new hire at a level higher than Step 1 but no higher than Step 4 in accordance with their experience/education and will have written justification for advancement in placement.

ARTICLE 21
DURATION

- A. This Agreement shall become effective January 1, 2018 and shall remain in effect through December 31, 2020 and continue in effect from year to year thereafter unless changed or terminated in the manner hereinafter provided.
- B. Either party desiring to change this Agreement must notify the other in writing at least ninety (90) calendar days and not before one hundred and twenty (120) calendar days prior to the expiration dates specified in Section A. When notice is given for the desire to negotiate changes, the nature of such changes, the original provision shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as the proposed change.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 13th day of February, 2018.

PENNINGTON COUNTY DEPARTMENT
OF SOCIAL SERVICES BOARD

By: 
Pennington County

AFSCME MINNESOTA COUNCIL 65
LOCAL UNION #3452

By:  3-22-18
Staff Representative

And:  3-28-18
Union President

ATTEST: 
County Auditor-Treasurer

APPROVED AS TO FORM:


County Attorney

Appendix "B"

HEALTH REIMBURSEMENT ARRANGEMENT FOR ACTIVE EMPLOYEES (VEBA)

Introduction

Pennington County, hereinafter the County, has adopted the Health Reimbursement Arrangement for Active Employees, hereinafter the VEBA plan. Each year, the County will contribute a fixed amount to an account established in the enrollee's name. The County will also make available a major medical health plan (#860; \$3375/\$6750 ded.) with relatively higher deductibles, co-pays and/or co-insurance than may have been offered in the past. These benefits are intended to complement one another. Used appropriately, they will provide participants the opportunity to maximize the value of their long term health coverage.

The VEBA plan is made available through the MN Services Cooperative VEBA Plan and Trust (the VEBA). It is intended that this arrangement constitute a voluntary employee's beneficiary association under Section 501© (9) of the Internal Revenue Code.

Eligibility

All permanent employees who average 30+ hours per week or as otherwise required by Federal Law.

Excluded employees: Per Federal Law.

Source of Funding

The VEBA plan is funded entirely with Employer contributions, employees may not contribute. No employee may choose or be offered a choice between taxable cash compensation and contributions to this arrangement.

Employer Contributions

If an employee is eligible to participate and elects a VEBA plan, the County will make bi-annually contribution to individual accounts (contact the County Auditor's Office for current contribution amounts).

The contribution will be made on a bi-annual basis over the VEBA plan year.

If a participant in the VEBA plan is entitled to receive an annual contribution that is pro rated on a bi-annual basis over the VEBA plan year, and the participant incurs one or more claims for an eligible expense that exceeds the participant's account balance in the VEBA plan, the County shall, at the participant's request, accelerate its prorated contribution for that year to the extent necessary to reimburse the participant for the claim. The total contribution for such a participant shall in no event exceed the contribution to which he or she was originally entitled to for that year.

If a participant in the VEBA plan dies without a spouse, dependent or designated beneficiary as defined in the Plan, and to the extent required to protect the tax status of the health reimbursement

arrangement, amounts remaining in the participant's account shall be forfeited and used to offset future County contributions to the VEBA plan.

Part-time employees eligible to participate in a VEBA plan but works less than 37.5+ hours/week will have their bi-annual VEBA contribution pro-rates based on hours worked.

Group Health Plan

The County shall also make available the group health plan described as #860 (\$3375/\$6750 ded)

The HDHP provides that the deductible and Out of Pocket Max (OOP) may be increased annually to keep pace with inflation and/or IRS regulations.

Administration and Investment Fees and Expenses

Administration fees allocable to individual accounts of active employees who are participants in the VEBA plan shall be paid by the employee through payroll deduction. Administrative fees are subject to change from time to time.

Investment fees of current employees who are active participants in the VEBA plan shall be paid from individual accounts. Investment fees are only assessed when a participant directs the investment of his or her account in mutual funds that are made available through Select Account pursuant to the terms of the VEBA Plan and Adoption Agreement. Investment fees are subject to change from time to time. No sales load will be charged on mutual funds. Mutual funds made available as investment alternative may charge certain management, administration, marketing and similar fees depending on the funds selected (the expense ratio). The expense ratio on the funds selected as of November 1, 2007 range from .51 to 1.28 basis points and will be applied against a participant's investment in said funds.

Administration and investment fees allocable to individual accounts of current employees who have accrued a balance in the VEBA plan but change coverage, so that they are no longer entitled to Employer contributions, shall be paid from the individual account. Administration and investment fees allocable to the individual accounts of retirees shall be paid from individual accounts. If the VEBA plan is terminated or if the County contributions cease by agreement between the parties, administration and investment fees shall be paid from individual accounts.

Crossover

All participants in the VEBA plan shall be enrolled in the crossover program, except as described below, on a date to be determined and communicated in advance. Under the crossover program, claims for medical expenses that are not reimbursed through insurance (i.e., subject to the deductible, co-pays or coinsurance) are submitted electronically from the group health plan to the VEBA plan, and reimbursements from the VEBA plan are automatically generated to employees either by check or direct deposit. Participants in the VEBA who do not wish amounts to be automatically debited from the VEBA accounts may opt out of the crossover program.

Alternative Group Health Plan

The County may also make available the group health plan described as "Triple Gold, HSA/VEBA and CMM" plans (see Auditor's office). If you elect coverage under this alternative group health plan, you will not be entitled to participate in the VEBA plan. Thus, you will not receive contributions to an individual account under that arrangement.

Impact on Other Arrangements

This policy supersedes and revokes all previous policies on this matter including, to the extent applicable, other written or oral statements of policy and procedure that address other welfare benefits. The policies and procedures outlined herein are not intended to create any contractual rights or duties, and will be applied at the County's discretion. Although contributions made to your account in the VEBA plan are irrevocable, the County may amend or terminate its contribution policies at any time.

2018 Wage Schedule (+3%)

| Position | Grade Midpoint | Grade | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|---------------------------|----------------|-------|---------|---------|---------|---------|---------|---------|
| Lead Social Worker | 870 | 19 | \$24.44 | \$25.90 | \$27.39 | \$28.84 | \$30.31 | \$31.78 |
| Social Worker | 744 | 17 | \$22.19 | \$23.51 | \$24.84 | \$26.17 | \$27.49 | \$28.83 |
| Child Support Officer | 688 | 16 | \$21.20 | \$22.44 | \$23.71 | \$24.98 | \$26.24 | \$27.50 |
| Eligibility Worker | 588 | 14 | \$19.37 | \$20.54 | \$21.69 | \$22.85 | \$24.02 | \$25.18 |
| Account Technician | 464 | 11 | \$17.14 | \$18.17 | \$19.20 | \$20.24 | \$21.27 | \$22.28 |
| Case Aide | 464 | 11 | \$17.14 | \$18.17 | \$19.20 | \$20.24 | \$21.27 | \$22.28 |
| Office Support Specialist | 288 | 5 | \$13.98 | \$14.83 | \$15.67 | \$16.50 | \$17.33 | \$18.18 |

2019 Wage Schedule (+2.75)*

| Position | Grade Midpoint | Grade | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|---------------------------|----------------|-------|---------|---------|---------|---------|---------|---------|
| Lead Social Worker | 870 | 19 | \$25.11 | \$26.62 | \$28.14 | \$29.63 | \$31.15 | \$32.65 |
| Social Worker | 744 | 17 | \$23.57 | \$24.93 | \$26.30 | \$27.66 | \$29.02 | \$30.39 |
| Child Support Officer | 688 | 16 | \$21.78 | \$23.06 | \$24.36 | \$25.66 | \$26.97 | \$28.26 |
| Eligibility Worker | 588 | 14 | \$19.91 | \$21.10 | \$22.29 | \$23.47 | \$24.68 | \$25.88 |
| Account Technician | 464 | 11 | \$17.61 | \$18.67 | \$19.73 | \$20.80 | \$21.85 | \$22.89 |
| Case Aide | 464 | 11 | \$18.38 | \$19.44 | \$20.50 | \$21.57 | \$22.63 | \$23.66 |
| Office Support Specialist | 288 | 5 | \$15.13 | \$16.01 | \$16.87 | \$17.72 | \$18.58 | \$19.45 |

2020 Wage Schedule (+2.25%)*

| Position | Grade Midpoint | Grade | Start | 1 Year | 2 Year | 3 Year | 4 Year | 5 Year |
|---------------------------|----------------|-------|---------|---------|---------|---------|---------|---------|
| Lead Social Worker | 870 | 19 | \$25.68 | \$27.22 | \$28.77 | \$30.30 | \$31.85 | \$33.38 |
| Social Worker | 744 | 17 | \$24.86 | \$26.26 | \$27.66 | \$29.05 | \$30.44 | \$31.84 |
| Child Support Officer | 688 | 16 | \$22.27 | \$23.58 | \$24.91 | \$26.24 | \$27.57 | \$28.89 |
| Eligibility Worker | 588 | 14 | \$20.36 | \$21.58 | \$22.79 | \$24.00 | \$25.24 | \$26.46 |
| Account Technician | 464 | 11 | \$18.01 | \$19.09 | \$20.17 | \$21.26 | \$22.35 | \$23.41 |
| Case Aide | 464 | 11 | \$19.56 | \$20.64 | \$21.73 | \$22.82 | \$23.90 | \$24.96 |
| Office Support Specialist | 288 | 5 | \$16.24 | \$17.14 | \$18.01 | \$18.89 | \$19.77 | \$20.65 |

*Social Worker, Case Aide, and Office Support Specialist positions include \$.75/hr increase plus COLA)