

LABOR AGREEMENT
BETWEEN
COUNTY OF WINONA, MINNESOTA
AND
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL NO. 65
(Assistant County Attorneys)
2017-2018

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This AGREEMENT is entered into by and between the County of Winona, Minnesota (hereinafter referred to as EMPLOYER), and the American Federation of State, County and Municipal Employees, Council No. 65, Assistant County Attorneys (hereinafter referred to as UNION).

It is the intent of the parties to set forth herein their entire agreement covering wages and other conditions of employment; and to provide for prompt and fair settlement of grievances without any interruption of, or interference with, the operation of the services provided by the County of Winona.

ARTICLE I - RECOGNITION

- A. Pursuant to the Certification of the State of Minnesota, Bureau of Mediation Services, Case No. 12-PTR-0504, dated December 7, 2011, the Employer recognizes the UNION as the exclusive representative for the purpose of establishing employment for the following employees:

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

- B. The Employer will not enter into, establish, or promulgate any resolution, agreement or contract with or affecting such employees as are defined in Section A of this Article, either individually or collectively which in any way conflicts with the terms and conditions of this AGREEMENT or with the role of the UNION as the exclusive bargaining agent for said employees.

ARTICLE II - EMPLOYER RIGHTS

- A. EMPLOYER retains the right to operate and manage all employees, facilities, and equipment. These rights include, but are not limited to: establishing 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 plan, direct, control, and determine the operations or services to be conducted by employees; to promote, suspend, discipline, or discharge personnel; to reduce the work force due to lack of work, funds or for other legitimate reasons; to make, publish, and enforce rules and regulations; to schedule and assign work; to establish work and productivity standards.
- B. The EMPLOYER retains any and all inherent managerial rights not specifically limited by this AGREEMENT.
- C. Nothing in this AGREEMENT shall be interpreted to prohibit or limit the right of the EMPLOYER to subcontract work performed by the employees in the bargaining unit.

ARTICLE III - UNION SECURITY

- A. Deduction of Union Dues: The Employer agrees to deduct the Union membership initiation fee, assessments and monthly dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer.

- B. Fair Share Fee: All employees who are in the employ of the Employer and covered by this Agreement and who are not members of the Union will be required by the Union to contribute to a fair share fee for services rendered by the Union. The Employer, upon notification by the Union of such employees, shall check off said fee from the earnings of the employee and transmit the same to the Union in accordance with M.S.A. 179A.06, Subd. 3.
- C. Indemnification: The Union agrees to indemnify and hold the Employer harmless against any claim, suit, order, or judgment 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.
- D. Bulletin Boards: The Employer agrees to provide space on departmental bulletin boards to be used by the Union for the posting of official Union business. The Union shall limit its postings and notices to such spaces and the Employer shall have no approval over the material to be posted on such bulletin boards, provided that such notices are not of a political or libelous nature.
- E. Union Representatives: The employer agrees that non-employee officers and representatives of the Union shall have reasonable access to the premises of the employer during working hours with advance notice to the appropriate employer representative. Such visitations shall be for the reasons of administration of this agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees. The employer reserves the right to designate a meeting place or to provide a representative to accompany a Union officer where operational requirements do not permit unlimited access.
- F. Stewards and Officers: The Union may designate two (2) employees from the bargaining unit to act as stewards and shall inform the Employer, in writing, of such choice(s) and change(s) in the position of steward(s).
- G. The Employer agrees to make PEOPLE contributions through payroll deductions from the pay of those Employees who wish to participate in such voluntary a plan as are approved by the Union. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and the Union.

ARTICLE IV - WORK FORCE

- A. Probationary Work Period: All employees who are original hires, or rehired following separation as provided by ARTICLE XVI (SEPARATION), shall serve a Probationary Work Period of nine (9) consecutive months of work.
 - 1. The Probationary Work Period shall serve as a period of time during which the employee shall demonstrate fitness and ability to perform the job classification duties and responsibilities.
 - 2. During the Probationary Work Period, based on original hire or rehire following separation as provided by ARTICLE XVI, an employee may be terminated by the Employer without such termination being a violation of this AGREEMENT or being grieved as provided for by ARTICLE XV. (GRIEVANCE PROCEDURE).
 - 3. Employees shall, during the Probationary Work Period, accumulate sick leave and vacation as provided by ARTICLES VIII and X. However, during the Probationary Work Period, employees may request the use of accumulated sick leave but not accumulated vacation.

4. Employees shall; at the end of nine (9) consecutive months of work, be considered for regular appointment.

ARTICLE V - SENIORITY

A. Definition:

- 1) Seniority shall be defined as the amount of time worked with the Employer from the latter of the first day of employment or the date of rehire.
- 2) Seniority shall be earned by employees on the following basis:
 - a. Bargaining Unit Seniority: The amount of continuous service within this bargaining unit in a job classification covered by this Agreement.
 - b. Job Classification: Job Classification shall be defined as the total continuous service as an Assistant County Attorney within this bargaining unit.
 - c. There shall be no breaks in seniority for leaves of absence without pay up to and including thirty (30) days.

B. Probationary Period: New employees shall be added to the seniority list upon completion of their probationary period. Seniority will revert to the latter of the first day of employment or the date of rehire.

C. Seniority Lists: Upon request of the Union, the Employer shall furnish the Union a seniority list showing the continuous service of each employee.

D. Breaks in Continuous Service: An employee's continuous service record shall be broken by voluntary resignation, discharge, retirement, or failure to return from an authorized leave of absence. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from the employee's record. No seniority shall accrue for a period the employee was on unpaid status longer than thirty (30) days. Employees on unpaid leave of absence of longer than thirty (30) days do not accrue credit toward time necessary for wage increases or benefit accrual.

E. Lay Off Procedure: In the event it is necessary to reduce the work force, employees will be laid off based on their bargaining unit seniority (the less senior employee first and so on). Employees will have the right for recall by inverse seniority for one year following lay off. Employees who are laid off will be allowed to displace another employee only if the laid off employee previously held the job classification into which he or she wishes to move and the laid off employee has more seniority than the person he or she is replacing.

ARTICLE VI - HOURS OF WORK

A. Work Schedule: The County Attorney shall determine work schedules.

B. Nothing in this Article shall limit the right of the County Attorney to have employees work outside of the normal work hours, including the right to have the employees work on a Saturday, Sunday, or Holiday.

C. Nothing in this Agreement shall be construed as, and is not intended to be, a guarantee of any

hours per normal work day or normal work week.

ARTICLE VII - OVERTIME

- A. Overtime Pay. Employees will not be paid overtime in that they are considered exempt under the Fair Labor Standards Act.

ARTICLE VIII - SICK LEAVE

- A. Earned Sick Leave may be used for absences from work as stipulated in the MN Statutes 181.940 to 181.944 and/or are necessitated by the following circumstances:
1. Because of sickness or injury to an employee which renders the employee unable to perform the duties of employment;
 2. Because of quarantine directed by a medical physician;
 3. Because of dental or medical treatment or examination, where such treatment or examination cannot be scheduled outside of work hours; and
 4. Because of an emergency, the illness or injury of a member of the employee's immediate family, which requires the employee's attendance and care, such use not to exceed 80 hours per year. If such care exceeds three (3) days, medical verification must be submitted to the Personnel Department. Immediate family shall be defined as the employee's spouse, children or parent. Use of sick leave for a dependent child or step-child shall be allowed on the same terms as sick leave for the employee. Additional sick leave may be allowed for a spouse's illness with the approval of the County Administrator.
- B. Employees shall earn 4.0 hours of sick leave for each bi-weekly payroll period worked.
- C. Employees shall start to earn sick leave from their date of hire, and shall accumulate sick leave to a maximum of (1920) one thousand nine hundred and twenty hours.
- D. Employees are required to only use sick leave if the employee is unable to report to work for an entire work day and shall use sick leave in 8-hour blocks. Exempt employees are not required to use paid leave time for absences less than an entire work day.
- E. Use of the sick leave benefits for reasons other than those stated above shall be just cause for disciplinary action.
- F. Employees who leave in good standing with more than ten (10) years of service who have a minimum accumulation of 100 days of unused sick leave may convert it to paid-up health insurance for the employee only according to the following schedule: 10 days unused sick leave = one (1) month paid-up insurance for the employee only.
- G. Employees unable to report for their work day because of illness or injury shall notify the County Attorney prior to their scheduled starting time, unless an emergency prevents them from doing so. Failure to give such notice may be cause for disciplinary action.
- H. After an employee has exhausted all accumulated sick leave, an employee shall be granted, upon

written request, a leave of absence without pay, to a maximum of six (6) months. The employee may request additional time, and it may be granted at the discretion of the County Board, provided the County Attorney has approved it.

- I. Employees injured on the job and eligible for Worker Compensation benefits shall be paid during the time of their compensable injury the difference between their normal pay and the amount of Worker's Compensation pay. The employee's paid leave bank shall be reduced accordingly on a pro-rata basis. Once all paid leave time is exhausted, the only compensation shall be Worker's Compensation. Employees may not use accumulated sick leave for illness or injury resulting from employment outside their employment with Winona County which is otherwise covered by Worker's Compensation.
- J. The County reserves the right to require written medical certification from an employee in the event of three (3) consecutive days of absence or in cases of the repeated and systematic absence of an employee.
- K. In the case of an extended illness or injury, the County may require written medical verification that an employee is able to perform the duties of employment before the employee is allowed to return work.
- L. Employees shall earn one day of annual leave for each calendar year in which they use no (0 hours) sick leave. The use of such earned annual leave will not diminish the total of unused sick leave.

Part-Time Eligibility:

1. Part-time employees regularly scheduled to work seventeen and one half (17 ½) or more hours per week shall earn pro-rata sick leave.
2. Part-time employees regularly scheduled to work less than seventeen and one half (17 ½) hours per week shall not earn sick leave benefits established in this Article.

ARTICLE IX - BEREAVEMENT LEAVE

- A. Full-time employees shall be granted the use of up to a maximum of three (3) days with pay, in the event of a death of a member of the employee's immediate family. In the event of death of an employee's spouse, child, parent, or stepchild, an employee may request two (2) additional paid days. These days must be approved by the Personnel Director.
 1. Immediate family shall be defined as the employee's spouse, child, step-child, parent, step-parent, sibling, step-sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, the employee's spouse's parent, grandparent, sister or brother, and other legal dependent as identified by the IRS code.
 2. When bereavement leave is approved, for compensation purposes, an employee will be considered to have worked their normal workday.
 3. Part-time employees will be eligible for bereavement leave benefits established by this Article on a pro-rata basis, provided they were scheduled to work.

ARTICLE X - VACATION

- A. Employees shall accumulate vacation during the Probationary Work Period based on an original hire or rehire, but shall not be eligible to take vacation until the completion of the Probationary Work Period. Employees terminated during the Probationary Work Period shall not be compensated for accumulated vacation.
- B. The rate of vacation pay shall be the employee's current regular rate of pay in effect for the employee's regular job on the regular work day immediately preceding the employee's vacation period.
- C. Vacations shall be granted at the time requested by the employee, subject to the approval of the County Attorney.
- D. If a holiday occurs during the calendar week in which an employee takes a vacation, the employee shall not be charged vacation on the day of the holiday.
- E. Any employee, beyond the Probationary Work Period, who is laid off, discharged or who separates from the service of the employer for any reason prior to taking their vacation shall be compensated in cash for the unused vacation accumulated at the time of separation, not to exceed two (2) year's vacation accrual.
- F. Employees shall be entitled to accumulate vacation for no more than two (2) years.
- G. Employees use vacation time in 8-hour blocks. Exempt employees are not required to use paid leave time for absences less than an entire work day. Use of vacation is subject to the approval of the County Attorney.
- H. Employees may convert up to 32 hours of vacation per calendar year to a deferred compensation plan offered through county payroll deductions, as allowed by the plan rules and IRS rulings.
- I. Full-time employees shall accumulate vacation at the rates set below:

From the date of employment with the Employer through the fifth (5th) year of continuous employment, 3.92 hours per pay period.

Beginning with the sixth (6th) year of continuous employment with the Employer, through the tenth (10th) year of continuous employment, 4.90 hours per pay period.

Beginning with the eleventh (11th) year of continuous employment with the Employer, through the fifteenth (15th) year of continuous employment, 5.88 hours per pay period.

Beginning with the sixteenth (16th) year of continuous employment with the Employer, through the twentieth (20th) year of continuous employment, 6.54 hours per pay period.

Beginning with the twenty first (21st) year of continuous employment with the Employer and thereafter, 7.85 hours per pay period.

Part-Time Eligibility:

1. Part-time employees regularly scheduled to work seventeen and one half (17 ½) or more hours per week shall earn pro-rata vacation benefits.
2. Part-time employees regularly scheduled to work less than seventeen and one half (17 ½) hours per week shall not earn vacation benefits established in this Article.

ARTICLE XI - HOLIDAYS

A. The following days shall be recognized and observed as paid holidays:

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

- B. Eligible employees shall receive one (1) day's pay for each of the full holidays listed above on which they performed no work.
- C. Employees shall receive eight (8) hours paid time off as a floating holiday. This must be requested and scheduled in the same manner as vacation, it shall not accumulate from year to year and must be taken and paid within the same payroll year that it is granted.
- D. Whenever any of the full holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the full holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.
- E. To qualify for a paid holiday, employees must work their last scheduled work day before the holiday and the first scheduled work day following the holiday. Employees on prior approved paid absence shall be considered to have worked the day before or after a holiday.

Part-Time Eligibility:

1. Part-time employees regularly scheduled to work seventeen and one half (17 ½) or more hours per week shall be eligible for pro-rata holiday pay.
2. Part-time employees regularly scheduled to work less than seventeen and one half (17 ½) hours per week shall not be eligible for holiday pay established in this Article.
3. The Employer will calculate the total hours worked for each part-time employee every half-year (end of June and end of December) and eligibility and benefits based on this calculation will be administered during the following six (6) months. Holiday pay is pro-rated, based on the hours worked during the previous six (6) months and pro-rated for

half (1/2) day holiday.

Example: If an employee works 684.00 hours in January through June the pro-rated average equates to:

684.00 divided by 26 weeks = 26.30769 hrs.

26.30769 hrs. divided by 40 hrs. (full-time equivalency) = .65769 or 65.769%

65.769% of 8.00 hrs. (full-time holiday benefit) = 5.26152 hrs. or rounded to 5.26 hrs. of holiday.

If a half (1/2) day holiday applies, using the example above, $5.26/2=2.63$ hrs. holiday.

- F. The employer shall recognize and observe Christmas Eve Day as a holiday normally beginning at 12:01 p.m. provided this day falls on a week day.

ARTICLE XII - MILEAGE REIMBURSEMENT

- A. Employees who use their personal vehicles in the performance of authorized business for the Employer and a County owned Motor Pool vehicle is not available, shall be reimbursed for the use of their personal vehicle at a uniform rate set by the County, at the IRS reimbursement rate, but not less than 22.5 cents per mile. If a Motor Pool vehicle is available and the employee opts to take their personal vehicle, the employee shall be reimbursed 22.7 cents per mile. When the County receives notice of adjustment, it is the responsibility of the employee to claim any retroactive mileage due the employee, during the sixty-day period following the notice.
- B. Employees shall use the most cost-effective means of transportation when traveling. Employees attending the same function should share transportation when it is practical to do so.
- C. Reimbursement for travel expenses shall be granted in accordance with the Winona County Travel and Expense policy. Receipts must be submitted for the reimbursement of all travel expenses.

ARTICLE XIII - INSURANCE

- A. Hospital and Medical: The Employer shall establish a hospital and medical insurance program subject to the limitations, benefits, and conditions established by the Contract between the Employer and an insurance carrier.
- 1) For employees who choose the "CMM" or "HDHP – HSA Compliant" health insurance options, the Employer will contribute one hundred percent (100%) of the monthly premium for the group health insurance for the employee only and fifty percent (50%) of the difference between the single coverage and dependent coverage for employees opting for dependent coverage. The Employee will be responsible for paying the additional cost of health insurance over and above the amount paid by the Employer.
- B. Winona County shall establish a \$10,000.00 term life insurance program for all full-time employees subject to the limitations, benefits, and conditions established by the contract between the Employer and an Insurance carrier.
- C. Winona County shall contribute, on the behalf of full-time employees, the full cost of the

monthly premium of the term life insurance program.

- D. Insurance coverage shall be effective the first day of the month following the date of employment.

Part-time Eligibility: Part-time employees regularly scheduled to work at least seventeen and one-half (17 ½) hours per week will be eligible for the insurance benefits established by this Article on a pro-rated basis in accordance with Appendix A, to the extent these benefits are available through the insurance carrier. If part-time employees desire dependent health insurance coverage, the premiums are pro-rated based on the schedule in Appendix A.

ARTICLE XIV- DISCIPLINE AND DISCHARGE

- A. The EMPLOYER shall have the right to impose disciplinary actions on employees for just cause, which shall include sexual harassment.
- B. Disciplinary action by the Employer may include any of the following actions based on the severity of the cause:
 - Oral reprimand;
 - Written reprimand;
 - Suspension;
 - Discharge.
- C. Any disciplinary action imposed on an employee may be processed as a grievance through the grievance procedure established by ARTICLE XV.

ARTICLE XV- GRIEVANCE PROCEDURE

- A. **Purpose:** The grievance procedure is established for the purpose of resolving disputes concerning the application or interpretation of the AGREEMENT with equity and dispatch.
- B. **Definition:** A grievance for the purpose of this article is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this AGREEMENT.
- C. **No Loss of Time:** It is recognized and accepted by the Employer and the Union that the processing of grievances hereinafter provided is limited by service obligations of the Employer and shall be accomplished during working hours without loss of pay at mutually convenient times consistent with such service needs.
- D. **Procedure:** Grievances shall be resolved in conformance with the following procedure:

Step I. Employee Meeting With County Attorney:

Informal Meeting. The employee shall attempt to resolve alleged violations of the AGREEMENT on an informal basis with the County Attorney.

Not Resolved If the alleged violation is not resolved to the employee's satisfaction, the employee may submit a written grievance to the EMPLOYER.

Time Limits. Any alleged violation shall be considered waived if the written grievance is not received by County Administration within ten (10) calendar days of the first occurrence of the event giving rise to the grievance. Grievances concerning payroll matters must be made within twenty (20) calendar days.

Written Grievance. The written grievance shall set forth the nature of the grievance including the facts on which it is based, the alleged section(s) of the agreement violated, and the relief requested.

Step 2. Employer Meeting with Union Steward:

Formal meeting within thirty (30) days from receipt of the written grievance from Step 1, a meeting between the EMPLOYER and the UNION representative shall be held to discuss the grievance.

Employer Response. The EMPLOYER shall respond, in writing, to the UNION stating the Employer's position within fourteen (14) calendar days following the meeting of the Employer and the UNION representative.

Not Resolved. If, as a result of the written response from the Employer, the grievance remains unresolved, the UNION representative may refer the grievance to the Bureau of Mediation Services for assistance in settling the grievance through mediation.

Time Limit. Any grievance not referred in writing by the UNION to the Bureau of Mediation Services within seven (7) calendar days following receipt of the Employer's written response shall be considered waived.

Step 3. Mediation of Grievance.

Mediation. The Bureau of Mediation Services shall appoint a mediator who will conduct meetings as deemed necessary in an attempt to resolve the grievance.

Not Resolved. If the mediation efforts fail to resolve the grievance to the mutual satisfaction of the parties, the UNION designated representative may request arbitration of the dispute.

Time Limit. The written request for arbitration must be received by County Administration within seven (7) calendar days after the Director of the Bureau of Mediation Services certifies that further mediation efforts would serve no purpose.

Step 4. Arbitration of Grievance.

Selection of Arbitration. An arbitrator selected by mutual agreement of the EMPLOYER and the UNION shall conduct the arbitration proceedings.

If the parties fail to select an arbitrator within seven (7) calendar days after notice has been given, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the EMPLOYER and the UNION shall have the right to strike two (2) names from the panel. The UNION shall strike the first name and the EMPLOYER shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

- E. **Arbitration.** The arbitrator shall consider and decide only the specific issue submitted, in writing, by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modify or varying in any way the application of laws, rules, or regulations having the force and effect of law.
1. The arbitrator shall submit a decision, in writing, within thirty (30) calendar 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 shall be based solely on the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.
 2. The fee and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.
- F. **Time Limits:** 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 the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement to the EMPLOYER and the UNION at each step.
- G. **Choice of Remedy:** Employees shall have the right to process a "grievance" through the provisions of this Article or through a procedure established by law which is available to them, provided that no "grievance" shall be processed by an employee or the UNION through both the provisions of the Article and another available procedure. The employee must elect at the outset which procedure (s)he will use.

ARTICLE XVI- SEPARATION

- A. For the purpose of this AGREEMENT, employees shall be considered separated from employment with the Employer based on the following actions:
1. **Resignation:** Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of their resignation.
 2. **Discharge:** Employees may be discharged from employment as provided by ARTICLE XIV. (DISCIPLINE AND DISCHARGE.)
 3. **Termination During Probationary Work Period:** Employees may be separated for the inability to perform job duties and responsibilities.
 4. **Retirement:** Employees shall retire in accordance with rules for retirement specified by PERA.

ARTICLE XVII - SEVERABILITY

- A. In the event that any provision (s) of this AGREEMENT is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose finding, determination, or decree no appeal is taken, such provision (s) shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect.
- B. The parties agree, upon written notice, to enter into negotiations to place the voided provision (s) of this AGREEMENT in compliance with the legislative, administrative, or judicial determination.

ARTICLE XVIII - WAIVER

- A. The EMPLOYER and the UNION acknowledge that during the meeting and negotiating which resulted in this AGREEMENT, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after exercise of this right are fully and completely set forth in this agreement.
- B. Therefore, the Employer and the UNION, for the duration of this agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered by this AGREEMENT.
- C. Any and all prior agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this AGREEMENT, are hereby superseded.

ARTICLE XIX - MUTUAL CONSENT CONTINGENCY

The AGREEMENT may be amended any time during its life upon the mutual consent of the Employer and the UNION. Such amendment, to be enforceable, must be in writing, signed by representatives of the UNION and the Employer, and attached to all executed copies of this AGREEMENT.

ARTICLE XX - PLEDGE

- A. In consideration of the terms and conditions of employment established by this AGREEMENT and in recognition that the GRIEVANCE PROCEDURE established by ARTICLE XV is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the terms of the AGREEMENT:
 - 1. UNION will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment.
 - 2. The Employer will not engage in, instigate, or condone any lock-out of employees because of a dispute with the UNION.

ARTICLE XXI - DURATION

This AGREEMENT shall be effective as of the 1st day of January 2017 and shall remain effective through the 31st day of December 2018. It shall renew from year to year thereafter unless either party shall notify the other in writing it desires to modify or terminate this Agreement not less than one hundred twenty (120) calendar days prior to the expiration date of the AGREEMENT. This AGREEMENT shall remain in full force and effect during the period of negotiations.

AGREED to this 27th day of December, 2016, and attested to as the full and complete understanding of the parties for the period of time herein and specified by the signatures of the following representatives for the EMPLOYER and the UNION:

FOR THE UNION



Kevin O'Laughlin
President

12/14/16
Date



Teresa L. Joppa
Staff Attorney
Business Representative

12-9-16
Date


FOR THE COUNTY OF WINONA



Marie Kovecsi
Board Chair

12/27/16
Date

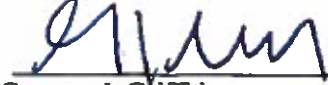
Attest:



Kenneth Fritz
County Administrator

12/27/16
Date

Approved as to form this 20th day of DECEMBER, 2016.



Gregory J. Griffiths
Dunlap and Seeger, P.A., Attorney at Law

Appendix A

Insurance Premium Schedule

Hospital and Medical Insurance - Single Coverage

<u>Hours Worked/Week</u>	<u>County Share</u>
17 1/2 to 23 hours	50% of total cost as stated in Article XIII
24 to 31 hours	60% of total cost as stated in Article XIII
32 to 39 hours	80% of total cost as stated in Article XIII

Hospital and Medical Insurance - Dependent Coverage

<u>Hours Worked/Week</u>	<u>County Share</u>
17 1/2 to 23 hours	50% of maximum contribution as stated in Article XIII
24 to 31 hours	60% of maximum contribution as stated in Article XIII
32 to 39 hours	80% of maximum contribution as stated in Article XIII

Life Insurance

<u>Hours Worked/Week</u>	<u>County Share</u>
17 1/2 to 23 hours	50% of total cost
24 to 31 hours	60% of total cost
32 to 39 hours	80% of total cost

Following the initial six-month period, employee hours will be reviewed every six months to determine eligibility and percent of County contribution. Hours worked each week will be based on the average number of hours worked during the preceding six-month period.

2017 Wages - 2.5% January First Full Payroll Period

Grade A		1	2	3	4	5	6	7	8	9
Asst. Co Attorney I	Bi-Weekly	\$2,155.47	\$2,252.48	\$2,353.84	\$2,459.77	\$2,570.41	\$2,686.12			
Asst. Co Attorney II	Bi-Weekly	\$2,459.78	\$2,570.41	\$2,686.12	\$2,806.99	\$2,933.31	\$3,065.31			
Asst. Co Attorney III	Bi-Weekly	\$3,203.24	\$3,347.37	\$3,498.00	\$3,655.41	\$3,801.64	\$3,915.70	\$4,033.16	\$4,154.15	\$4,278.77

2018 Wages - 2.5% January First Full Payroll Period

Grade A		1	2	3	4	5	6	7	8	9
Asst. Co Attorney I	Bi-Weekly	\$2,209.36	\$2,308.79	\$2,412.69	\$2,521.26	\$2,634.67	\$2,753.27			
Asst. Co Attorney II	Bi-Weekly	\$2,521.28	\$2,634.67	\$2,753.27	\$2,877.17	\$3,006.64	\$3,141.94			
Asst. Co Attorney III	Bi-Weekly	\$3,283.32	\$3,431.05	\$3,585.45	\$3,746.80	\$3,896.68	\$4,013.59	\$4,133.99	\$4,258.00	\$4,385.74

Date: 11-10-2016

Movement through the grid shall be based on performance as evaluated by the County Attorney. A minimum of six months is required to move from Step I to Step II, and Step II to Step III. A minimum of one year is required to move from Step III to Step IV and thereafter.

The employee is eligible for promotion from Assistant County Attorney I to Assistant County Attorney II after a minimum of one year as an Assistant County Attorney I. Promotion shall be granted at the discretion of the Winona County Attorney.

The employee is eligible for promotion from Assistant County Attorney II to Assistant County Attorney III after a minimum of one year as an Assistant County Attorney II. Promotion shall be granted at the discretion of the Winona County Attorney.

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JUL 12 2017

Memorandum of Agreement

This agreement is entered into between Winona County, AFSCME 65, Stephanie Nuttall, and Christina Davenport. Winona County

AFSCME 65, Stephanie Nuttall, and Christina Davenport filed grievances on February 10, 2017. All parties desire to resolve the issue.

All parties agree to the following:

Ms Nuttall:

1. Employee is eligible for a step on July 11, 2017. With satisfactory performance employee is eligible to move to step 5.
2. With the understanding the employee has satisfactory performance the employee will be moved to step 6 effective January 11, 2018.
3. Current anniversary date is July 11 which will change to January 11 effective January 11, 2018.
4. Employee will not be eligible for a step until January 11, 2019.

Ms Davenport:

1. Employee received a step effective March 18, 2017. (Step 2)
2. Employee is eligible for a step on September 18, 2017. With satisfactory performance employee is eligible to move to step 3.
3. Employee will not be eligible for a step until September 18, 2018. With satisfactory performance employee is eligible to move to step 4.
4. Employee anniversary date is September 18.

In consideration of the above, Ms Nuttall, Ms Davenport and AFSCME 65 agree to withdraw the grievances and this settlement and resolution constitutes a full waiver and release of any and all claims against the employer.

The parties agree this resolution is based on the specific facts of this situation and is not intended to be claimed to be or establish a precedent or future past practice.



Stephanie Nuttall
Assistant County Attorney III

7/11/2017
Date



Mary Scoon
AFSCME 65 Representative

7/11/17
Date



Christina Davenport
Assistant County Attorney III

July 11, 2017
Date



Ken Fritz
Winona County Administrator

7-21-17
Date