

2017-30

LABOR AGREEMENT
BETWEEN
WINONA COUNTY, WINONA, MINNESOTA
AND
LOCAL 3457, COUNCIL 65,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO
(Courthouse Unit)
2017 - 2019

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AGREEMENT

PREAMBLE

- A. This Agreement entered into by Winona County, hereinafter referred to as the "Employer" and Local 3457, affiliated with Council 65, and the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union," has as its purpose to:
1. Establish the foundation for a harmonious and effective labor-management relationship;
 2. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
 3. Specify the understanding to the parties; and,
 4. Place in written form the agreement upon the rates of pay, the hours of work, and such other terms and conditions of employment for the duration of this Agreement.
- B. This Agreement is pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the "Act."

ARTICLE I. RECOGNITION

- A. Pursuant to the Certification of the State of Minnesota, Bureau of Mediation Services, Case No. 75-PR-661-A, dated June 18, 1975, the Employer recognizes the Union as the exclusive representative for the purpose of establishing wages, hours, and other conditions of employment for all its employees:
- whose employment service corresponds to the definition contained in Minnesota Statutes 179A.03, Subd. 14, excluding employees of the Social Services Department, employees presently in certified bargaining units, those employees of the courts who are appointed by and have their salaries established by the Judges, supervisory employees, confidential employees, and Extension Agents.
- 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.
- C. Job Classifications considered to be within the bargaining unit and covered by this Agreement are those listed in the Wage Appendix.
- D. Disputes which may occur between the Employer and the Union as to the inclusion or exclusion of a new or revised job classification in the unit defined above shall be referred to the Bureau of Mediation Services for determination.

ARTICLE II. SCOPE OF AGREEMENT

- A. The Union recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota and the United States of America. It is the intention of the parties that this Agreement supplement such statutes. In the event this Agreement is in conflict with such statutes, as determined by a court of competent jurisdiction, the latter shall prevail.

- B. It is the intention of the Union and the Employer that the coverage of this Agreement is limited to the "terms and conditions of employment," which are defined as the hours, wages, and working conditions that are specifically established herein and are not in conflict with any statute of the State of Minnesota of the United States of America or rule or regulation promulgated there under.
- C. The Employer has the discretion to place new hires on the wage grid above the first step in accordance with their directly related experience.

**ARTICLE III.
EMPLOYER RIGHTS**

- A. It is recognized that, except as expressly limited herein, the Employer shall retain all rights and authority necessary to operate and direct its affairs, including but not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organization's structure and selection and direction and number of personnel.
- 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 employees in the bargaining unit.

**ARTICLE IV.
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 may be required by the Union to contribute 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. Negotiations: The Union may designate one (1) employee who shall have the right to participate in negotiations between the Union and the Employer for the renewal of this Agreement. The employee designated shall not suffer a loss of pay if such negotiations are conducted during the normal work day.

- 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 V.
EMPLOYMENT STATUS**

- A. Personnel employed by the Employer, assigned to a budgeted job position, and normally scheduled to a work week of forty (40) hours shall be defined as a full-time employee.
- B. Personnel employed by the Employer, assigned to a budgeted job position, and normally scheduled to a work week of less than forty (40) hours and more than fourteen (14) hours shall be defined as a part-time employee.

**ARTICLE VI.
WORK FORCE**

- A. **Probationary Period:** All employees who are original hires, or rehired following separation as provided by ARTICLE XIV (SEPARATION), shall serve a probationary period of six (6) consecutive months of work.
1. The probationary period shall serve as a period of time during which the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities.
 2. During the probationary period, based on an original hire or rehire following separation as provided by ARTICLE XIV, an employee may be terminated by the Employer without such termination being a violation of this Agreement or being grievable as provided by ARTICLE XX (GRIEVANCE PROCEDURE).
 3. Employees shall, during the probationary period, accumulate sick leave and vacation as provided by ARTICLES X and XI. However, during the probationary period employees may request the use of accumulated sick leave but not accumulated vacation.
 4. Employees shall, at the end of six (6) consecutive months of work be considered as regular employees, unless notified otherwise. If an employee's probation period is to be extended beyond the original probationary period, the employee will be given written notice of the reasons.
- B. **Promotions:** The term "promotion" as used in this provision means the advancement of any employee to a higher paying job classification. Whenever a job opening occurs in any existing job classification or as a result of the development or establishment of a new job classification, a notice of such openings describing the position shall be posted on all bulletin boards for a period of ten (10) working days.
1. The Employer shall promote the most qualified applicant based on job-relevant qualifications.
 2. During this period, employees who wish to apply for the open position, including employees on lay off, may do so. The application shall be in writing and it shall be submitted to the Employer.
 3. The Employer shall determine when a position is vacant and when it will be filled.
 4. Employer shall not be required to post as provided for in this Article in those situations when the incumbent in the position being reclassified is assigned to the newly classified position.
- C. **Promotional Probationary Period:** Promoted employees shall serve a probationary period of six (6) consecutive months of work.

1. The promotional probationary period shall serve as a period of time during which the employee shall demonstrate fitness and ability to perform the job classification's duties and responsibilities.
 2. At any time during the promotional probationary period, employees may be returned to their previously held job classification by the Employer. Employees returned to their previously held job classification during a promotional probationary period shall:
 - a. Receive a written notice of reason(s) for such demotion;
 - b. Have the right to return to the employee's previously held job classification; and,
 - c. Be compensated at the salary rate of the job classification to which the employee was returned.
 3. During the first thirty (30) consecutive calendar days of a promotional probationary period a promoted employee may revert to their previously held job classification.
- D. **Transfers:** Employees shall have the right to request, in writing, lateral transfers. The Employer will consider such requests and may grant them, based on the needs of the Department as determined by the Employer.

ARTICLE VII SENIORITY

A. **Definition:**

1. Seniority shall be defined as the amount of time worked with the Employer from the date of the last employment. Seniority shall not be earned during the probationary period; however, at the completion of the probationary period, an employee's seniority date shall be as of the date of last employment.
 2. Seniority shall be earned by employees on the following basis:
 - a. **Employer Seniority:** The amount of continuous service with the Winona County Departments.
 - b. **Job Classification Seniority:** The amount of continuous service with the Winona County Departments in a job classification covered by this Agreement.
 - c. **Bargaining Unit Seniority:** The continuous length of service within a position(s) covered by this agreement.
 - d. There shall be no breaks in seniority for leaves of absence without pay of up to and including thirty (30) days.
- B. **Probation Period:** New employees shall be added to the seniority list upon completion of their probationary period. Seniority will revert to first day of employment.
- 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 for just cause, 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 when an

employee was on unpaid status. 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, the employer shall first lay off all probationary employees covered by this agreement, and temporary and seasonal employees within the bargaining unit. Thereafter, the lay-off shall be by classification covered within this collective bargaining agreement in inverse order of job classification seniority. However, an employee about to be laid off shall have the right to displace an employee with lesser job classification seniority in an equal or lower paying classification provided: a) the bumping employee is qualified for the classification into which he or she is bumping and, b) the bumping employee has greater job classification seniority and employer seniority than the employee to be bumped. An employee who exercises bumping rights shall be paid at the wage step for the classification into which he or she bumps, commensurate with the employee's department seniority, but not exceeding the highest step in the job classification. If the lay-off is not due to budget cuts outside of the Employer's control, the Employer shall provide written notification of at least ninety (90) days in advance of the effective date of the lay-off.

Employees will have the right for recall by inverse seniority for one year following lay off. An employee who exercises bumping rights shall be paid at the wage step for the classification into which they bump, commensurate with the employee's seniority, but not exceeding the highest wage step in the job classification.

ARTICLE VIII. HOURS OF WORK

- A. **Regular Hours:** The normal work day shall be eight (8) or ten (10) consecutive hours interrupted by an unpaid lunch period not to exceed one (1) hour. All employees shall be provided a fifteen (15) minute rest period during each one-half (1/2) work shift.
- B. **Work Week:** The normal work week shall be five (5) consecutive eight (8) hour normal work days or four (4) consecutive ten (10) hour work days. The normal work week for the position of Maintenance I will be Wednesday through Sunday, working five (5) days on and two (2) days off. The second week of the pay period shall extend into the next pay period; however, normal pay periods will be eighty (80) hours.
- C. **Work Schedule:** Work schedules shall be posted for all employees. Changes in the employee's work days or work week shall be preceded by a seventy-two (72) hour advance notice by the Employer, except in the event of an emergency and/or conditions over which the Employer has no control.
- D. **Part-time Employees:** The work schedule for part-time employees shall be as established solely by the Employer.
- E. Nothing in this Article shall limit the right of the Employer to call employees back to work after completion of or before the start of a scheduled workday or workweek.
- F. 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.
- G. **Public Health Nurses:** Employees in the classification of Public Health Nurse, may request to work nine (9) hour days, but the pay period must equal 80 regular hours. Employees in this classification will do their scheduling with approval by the supervisor; schedules will provide the necessary coverage for the Agency.
- H. **Flexible Scheduling:** Notwithstanding the provisions of (A) and (B) above, the employer and the employee may, by mutual agreement, deviate from the normal work schedule. This does not restrict the employer in changing the work schedule pursuant to the provisions of paragraph (C) above.

**ARTICLE IX.
OVERTIME**

- A. **Overtime Pay:** Employees shall be paid at the rate of one and one-half (1 1/2) times the employee's regular base rate of pay for all hours worked in excess of forty (40) hours during the work week.
- B. **Overtime Work:** Overtime assigned by the Employer is obligatory unless excused by the Employer.
- C. **Computation of Overtime:** All paid leave time except sick leave and compensatory time shall be considered time worked for overtime pay computations. In those weeks in which an employee takes compensatory time and works overtime, the employee may elect to exchange compensatory time taken for vacation.
- D. **Compounding of Overtime:** For the purpose of computing overtime as provided by this Article, overtime hours worked shall not be compounded, pyramided, or counted twice for the same hours worked.
- E. **Compensatory Time:**
1. All overtime may be "banked" to the employee's credit at the rate of one and one-half (1 1/2) hours for each hour of overtime worked until a maximum of eighty (80) hours has been banked. All overtime worked in excess of the banked eighty (80) hours shall be paid for in cash, included with the employee's normal paycheck, at the rate of one and one-half (1 1/2) times the employee's basic rate.
 2. Any compensatory time that is earned during a given calendar year can be used at the option of the Employee during that calendar year, subject to approval by the Department Head. Compensatory time must be used within 6 months of the end of the calendar year during which it was earned. All compensatory time not used by June 30 of each year shall be paid to the employee in July of each year at the employee's current rate of pay. From the period January 1 through June 30 of the following payroll year in which the compensatory time was earned, the Employer has the right to direct the use of up to forty (40) hours of compensatory time. Any accumulated compensatory time above forty (40) hours that was earned in the previous payroll year, can be used at the option of the Employee, subject to the approval of the Department Head.
 3. Accumulated compensatory time shall be used only with the specific permission of the Employer.
- F. **Overtime Authorization:** All overtime must be authorized by the Employer.
- G. **Call Back:** Employees called back to work outside of their regularly scheduled work shift or work week shall be paid a minimum of two hours work at the rate of time and one-half the employees' regular hourly rate of pay. Extensions of or an early report to a scheduled shift does not qualify the employee for the two (2) hour minimum.
- H. **On-Call:** Public Health Nurses will rotate weekend call assigned by the Director. Employees will be paid \$8.60 for each four-hour call shift. Additionally, employees will be paid in quarter hour increments at the employees' regular rate of pay for calls actually received. If an employee is actually called to the office or to a patient's home, the employee will receive callback pay pursuant to Article IX in lieu of regular pay. The positions of Custodian and Maintenance I are required to be scheduled as "on-call". Those hours for on-call duty are to be paid \$1.15 for every hour the employee is on call. These hours do not count toward the determination of overtime. If an employee is called into work, normal pay guidelines apply pursuant to Article IX, Section G.

**ARTICLE X.
SICK LEAVE**

A. Allowance and Accumulation:

1. Employees shall earn four (4) hours of sick leave for each pay period, prorated for a partial pay period.
2. Employees shall start to earn sick leave from their date of hire, and shall accumulate sick leave to a maximum of two thousand eighty (2080) hours.
3. Employees shall use sick leave in multiples of one-quarter (1/4) hour.

B. Use of Sick Leave: Earned sick leave may be used for absences from work necessitated by the following circumstances and/or stipulated in the MN Statutes 181.940 to 181.944 (see Appendix B):

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 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 caused by 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 required 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, parent, and any person for whom the employee has been declared legal guardian. Use of sick leave for a dependent child or stepchild 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 Personnel Director.

C. Abuse of Sick Leave: Use of the sick leave benefits for reasons other than those stated in Section B of this Article shall be just cause for disciplinary action as provided by ARTICLE XIII (DISCIPLINE AND DISCHARGE).

D. Value at Separation: 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 = 1 month paid up insurance for employee only.

Employees who leave in good standing with more than ten (10) years of service who have a minimum accumulation of 920 hours of unused sick leave may "sell back" their unused sick leave at the rate of 25% of their current wage at the time of termination of employment with Winona County. Employees cannot opt for both the sick leave conversion to health insurance and the "sell back" option for sick leave.

E. Notification: Employees unable to report for their work day because of illness or injury shall notify their supervisor or designee prior to their scheduled starting time, unless an emergency prevents them from doing so. Failure to give such notice may be cause for discipline as provided for by ARTICLE XIII (DISCIPLINE AND DISCHARGE).

F. Medical Leave of Absence: After an employee has exhausted all accumulated sick leave and compensatory time, an employee shall be granted, upon written request, a leave of absence without pay for the actual period of medical need to a maximum of six (6) months. The Employee may request additional time, and it may be granted at the discretion of the Employer.

G. Worker's Compensation: Employees injured on the job and eligible for Workers' 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 regular employment with Winona County, which is otherwise covered by Worker's Compensation. Employees shall not earn vacation and sick leave during the period they are eligible to receive worker's compensation benefits. Employees receiving Worker's Compensation benefits shall not receive greater net pay than they would receive with a standard paycheck. Employees shall continue to receive health insurance benefits, as if they were working their regular hours, during the period they are eligible to receive Worker's Compensation benefits.

H. Part-time Eligibility:

1. Part-time employees regularly scheduled to work seventeen and one-half (17 1/2) 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 1/2) hours per week shall not earn sick leave benefits established by this Article, except as follows:

If an employee worked 800 hours in the preceding calendar year, he or she will receive 34 hours of sick leave in the current year. This may not be accumulated from year to year and will have no cash value on termination of employment.

- I. Donation of Vacation: Employees may donate up to sixteen (16) hours of their accumulated vacation, per payroll year, to a fellow employee who is ill or injured and has depleted his or her accumulated sick leave. Donated vacation shall be in minimum increments of one hour and shall be paid at the recipient's rate of pay.
- J. Eight (8) hours of vacation will be added to an employee's accrued vacation balance if that employee utilizes zero (0) hours or less sick leave during a payroll year.

**ARTICLE XI.
VACATIONS**

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

1. From the date of employment with the Employer through the fifth (5th) year of continuous employment, 3.92 hours per pay period.
2. 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.
3. 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.
4. 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.
5. Beginning with the twenty-first (21st) year of continuous employment with the Employer and thereafter, 7.85 hours per pay period.

- B. Probationary Period: Employees shall accumulate vacation during the probationary period based on an original hire or rehire, but shall not be eligible to take vacation until the completion of the probationary period. Employees terminated during the probationary period shall not be compensated for accumulated vacation.

- C. Vacation Pay: The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job on the regular work day immediately preceding the employee's vacation period. Wage rate adjustments (normal movement through the wage grid) will be implemented on the appropriate effective date.
- D. Choice of Vacation Period: Each department shall post a vacation request list prior to April 1 of each year. Vacations shall be granted at the time requested by the employee, subject to the approval of the Department Head. If it is necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall have the choice of a vacation period. After April 1, vacations shall be granted, with Department Head approval, on a first-come, first-served basis. Whenever possible, an employee will be notified of approval or denial of his or her vacation request within five (5) days of the request.
- E. Holiday During Vacation Period: If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee shall not be charged vacation on the day of the holiday.
- F. Vacation Rights in Case of Lay Off or Separation: Any employee who is laid off, discharged or who separates from the service of the Employer for any reason prior to taking their vacation shall be compensated in cash for the unused vacation accumulated at the time of separation, subject to the provisions of Article XI, B.
- G. Carry-over and Usage of Vacation:
 - 1. Employees shall be entitled to accumulate vacation up to two (2) times their current annual accrual.
 - 2. Employees may use vacation as it is accumulated in increments of no less than one-quarter (1/4) hour subject to the approval of the employee's Department Head.
 - 3. Employees may convert up to 32 hours of vacation per calendar year to a deferred compensation plan of the employee's choice as allowed by the plan rules and IRS rulings.
- H. Part-time Eligibility:
 - 1. Part-time employees regularly scheduled to work seventeen and one-half (17 1/2) or more hours per week shall earn pro-rata vacation benefits.
 - 2. Part-time employees scheduled to work less than seventeen and one-half (17 1/2) hours per week shall not earn vacation benefits established by this Article.

**ARTICLE XII.
HOLIDAYS**

- A. Holidays Recognized and Observed: The following days shall be recognized and observed as paid holidays:
 - 1. New Year's Day
 - 2. President's Day
 - 3. Martin Luther King's Birthday
 - 4. Memorial Day
 - 5. Independence Day
 - 6. Veteran's Day
 - 7. Labor Day
 - 8. Thanksgiving Day
 - 9. Day After Thanksgiving

10. Christmas Eve Day
 11. Christmas Day
 12. Employees will receive eight (8) hours of paid time off as a floating holiday. This must be requested and scheduled in the same manner as vacation and must be taken and paid within the same payroll year that it is granted.
- B. Holiday Pay: Eligible employees shall receive eight (8) hours' pay for each of the full holidays listed in Section A on which they performed no work, and eight (8) hours' pay for Christmas Eve Day when Christmas falls on Tuesday, Wednesday, Thursday, or Friday.
- C. Observance: Whenever any of the holidays listed in Section A, except Christmas Eve Day, fall on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays fall on Sunday, the succeeding Monday shall be observed as the holiday. For the Maintenance I position whenever the holidays listed in Article XII, Section A, except for Christmas Eve Day, fall on a Monday or Tuesday, the holiday will be observed on either the preceding scheduled work day or the succeeding scheduled work day.
- D. Eligibility Requirements: To qualify for a paid holiday listed in Section A employees must work their last scheduled work day before the holiday and the first scheduled work day following the holiday. Employees on prior approved paid absence as provided by the Agreement shall be considered to have worked the day before or after the holiday.
- E. Work on Holiday: Employees who do not work on a holiday shall receive holiday pay computed at their regular straight time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday, up to a maximum of eight (8) or ten (10) hours. Employees who do work on any of the holidays listed above shall be paid time and one-half (1 1/2) for all hours worked on the holiday, in addition to holiday pay. For the purposes of this section, the holiday shall begin at 12:01 AM and end at 12:00 midnight.
- F. Part-time Eligibility:
1. Part-time employees regularly scheduled to work seventeen and one-half (17 1/2) 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 1/2) hours per week shall not be eligible for holiday pay established by 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.

ARTICLE XIII. 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:
 - 1. Oral reprimand;
 - 2. Written reprimand;
 - 3. Suspension;
 - 4. Discharge.
- C. Any disciplinary action imposed on an employee may be processed as a grievance through the grievance procedure established by ARTICLE XX.
- D. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- E. All employees who are suspended will be notified in writing as soon as is practicable after suspension.

**ARTICLE XIV.
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 XIII (DISCIPLINE AND DISCHARGE).
 - 3. Termination During Probationary Period: Employees may be separated for the inability to perform job duties and responsibilities as provided by ARTICLE VI (WORK FORCE).

**ARTICLE XV.
GENERAL PROVISIONS**

- A. Mileage: Employees who use their personal vehicle in the performance of authorized business for the Employer 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 twenty-two and one-half (22.5¢) cents per mile. When notice of adjustment is received by Winona County, it is the responsibility of the employee to claim any retroactive mileage due the employee, during the sixty day period following notice.
- B. Expense Reimbursement: Employees who are performing authorized business on behalf of the Employer shall be reimbursed expenses as authorized by the Employer.
- C. Personnel Files: Employee personnel files shall be kept by the Personnel Department.
 - 1. Employees shall have the right to inspect their individual personnel file during working hours in the presence of the Personnel Director or a designated representative of the Personnel Department.
 - 2. Employees may reply in writing to any of the contents of their individual personnel file. Material of a disciplinary nature, which is entered into an employee's personnel file, may be challenged through the provisions of ARTICLE XX (GRIEVANCE PROCEDURE).

- D. **Union Management Committee:** A joint Union-Management Committee shall be established at the written request of either party to discuss such matters as either party may request. The Committee shall meet at such times and places as mutually agreed upon.

**ARTICLE XVI.
NON-DISCRIMINATION**

The employer and the Union will not discriminate on any basis prohibited by law.

**ARTICLE XVII.
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. Any change in the benefit coverage shall be negotiated with the Union, except those required by law.
1. For employees opting for employee only coverage:
 - a. Effective January 1, 2017-December 31, 2019: The Employer will contribute eighty-five percent (85%) of the monthly premium for the group health insurance.
 2. For employees opting for dependent coverage:
 - a. Effective January 1, 2017-December 31, 2019: The Employer will contribute fifty percent (50%) of the difference between the premium of single coverage and dependent coverage for the group health insurance.
 3. Employees not choosing dependent coverage will not be covered at the Employer's expense for any additional insurance other than the individual group health (as stated above) and group life insurance. The Employee will be responsible for paying the additional cost of health insurance over and above the amount paid by the Employer.
- B. **Life:** The Employer shall establish a \$15,000.00 term life insurance program for all full-time employees subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier.
1. The Employer shall pay the full cost of the monthly premium cost of the term life insurance program for each month or portion of a month worked.
- C. **Part-time Eligibility:** Part-time employees regularly scheduled to work at least seventeen and one-half (17 1/2) 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.
- D. **Insurance Committee:** In the event a committee is formed by the employer for the purpose of providing input regarding insurance coverage, one member of this bargaining unit will be selected to represent its members.

**ARTICLE XVIII.
PAID ABSENCES**

- A. **Eligibility Requirements:** Full-time employees shall be eligible for the paid absence provisions of the Article following the completion of thirty (30) continuous days of employment with the Employer.

- B. **Application for Paid Absences:** Requests for a paid absence shall be submitted in writing by an employee to the employee's supervisor. The request shall state the reasons the paid absence is being requested. Authorization for a paid absence, if approved, shall be furnished to the employee in writing, by the employee's supervisor. Any request for a paid absence shall be answered promptly by the employee's supervisor.
- C. **Bereavement Leave:** 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, providing they were scheduled to work.
- D. **Jury Duty:**
1. Full-time employees called for jury duty shall be compensated for the difference between their daily jury duty per diem and their normal daily wages.
 2. Full-time employees required to be absent in response to a legal order in which they are personally involved shall have the option of taking such time off as vacation or as being absent without pay.
 3. Part-time employees shall not be eligible for jury duty benefits established by this Article.
- E. **Military Reserve Service:** Employees who are active members of a military reserve force of the United States or of the State of Minnesota who are ordered by appropriate authorities to participate in training programs shall be granted a paid absence not to exceed fifteen (15) days per calendar year.

**ARTICLE XIX.
UNPAID LEAVES OF ABSENCES**

- A. **Eligibility Requirements:** Full-time employees shall be eligible for an unpaid leave of absence as provided by this Article following the completion of the probationary period established by ARTICLE VI (WORK FORCE).
- B. **Application for Leave of Absence:** Requests for an unpaid leave of absence shall be submitted, in writing, to the Personnel Department, for submission to the County Commissioners, at least sixty (60) calendar days, if possible, prior to the commencement of the requested leave of absence. The request shall state the reasons for the requested unpaid leave of absence and its duration. Approval or denial of a request for unpaid leave of absence shall be furnished to the employee in writing.
- C. **Union Business Leave:** Full-time employees who are elected or appointed to a full-time Union position shall be granted an unpaid leave of absence not to exceed one (1) calendar year in accordance with the provisions of Minn. Stat. 179A.07, subd. 6.
- D. **Military Service Leave:** Full-time employees who are inducted or who volunteer for military service shall be granted an unpaid military leave of absence in accordance with the applicable state and federal statutes.

- E. **Unpaid Leave of Absence:** Full-time employees may request an unpaid leave of absence for reasons which would require the employee's absence from work not to exceed one (1) year.
1. Requested unpaid leaves of absence may be granted by the Employer only when the absence of the employee would not affect the services provided by the Employer, is recommended by the employee's department head, and is approved by the County Commissioners.
 2. The approval or denial of an unpaid leave of absence remains solely with the County Commissioners.
 3. During an approved unpaid leave of absence of longer than thirty (30) days an employee shall not accrue seniority.
 4. Anniversary dates will not be adjusted when leave of absence without pay is thirty (30) days or less.
 5. **Notification of Intent to Return from an Unpaid Leave of Absence:** The following notification requirements shall apply to employees granted an Unpaid Leave of Absence. The Employer shall advise employees, in writing, of the following notification requirements at the time the Unpaid Leave of Absence is approved. The filing of any notice required herein shall be timely if it bears a postmark of the United States mail within the time period.
 - a. Employees who intend to return to work at the expiration of an Unpaid Leave of Absence exceeding three (3) months up to and including six (6) months in duration shall provide written notification to the Employer of their intent to return to work not less than thirty (30) days prior to the expiration of an Unpaid Leave of Absence. Employees who do not provide the Employer written notification of their intent to return to work at the expiration of an Unpaid Leave of Absence at least 30 days prior to the expiration shall be considered to have resigned. The thirty (30) day written notification requirement shall not apply to Military Service Leave as provided under Article XIX, Section D, or Medical Leave of Absence as provided under Article X, Section F.
 - b. Employees who intend to return to work at the expiration of an Unpaid Leave of Absence exceeding six (6) months in duration shall provide written notification to the Employer of their intent to return to work not less than forty five (45) days prior to the expiration of an Unpaid Leave of Absence. Employees who do not provide the Employer written notification of their intent to return to work at the expiration of an unpaid Leave of Absence shall be considered to have resigned. The forty-five (45) day written notification requirement shall not apply to Military Service Leave as provided under Article XIX, Section D, or Medical Leave of Absence as provided under Article X, Section F.
- F. **Return from Leaves of Absence:** Employees who do not return to work at the expiration of an unpaid leave of absence granted under the provisions of this Article shall be considered to have resigned.
- G. **Education Leave:** The Employer may grant unpaid educational leave upon request at the sole discretion of the Employer. Employees returning from authorized educational leaves shall be placed at the same salary step as they achieved prior to the leave.
- H. **Parental Leave:** Employees regularly scheduled to work twenty (20) or more hours per week who have worked for the Employer for at least twelve (12) months will be given parental leave of up to six (6) weeks without pay for the birth or adoption of a child. The leave may begin not more than six weeks following the birth or adoption. An employee returning from leave may return to employment in a position of comparable duties, number of hours, and pay.

- I. Family and Medical Leave Act (FMLA): Employees who have worked at least 1250 hours in the twelve months preceding the FMLA request, have completed the probationary work period, and have been employed by the County for at least 12 months prior to the FMLA leave request are eligible for FMLA leave. Implementation and guidelines shall be according to Winona County Personnel Policies and Procedures, Section 7.20.

ARTICLE XX
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 may 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 1. Employee Meeting with Supervisor:

Informal Meeting. The employee shall attempt to resolve alleged violations of the Agreement on an informal basis with the employee's supervisor.

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

Time Limits. Any alleged violations shall be considered waived if the written grievance is not received by the employee's Department Head within ten (10) calendar days of the first occurrence of the event giving rise to the grievance. The grievance will also be valid if it is submitted within ten (10) calendar days after the employee, through the use of reasonable diligence, had knowledge of the first occurrence of the event giving rise to the grievance. Finally, 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. Department Head Meeting with Union Steward:

Grievance Meeting. Within seven (7) calendar days following receipt of the written grievance, the employee's Department Head shall meet with the union steward and attempt to resolve the grievance.

Department Head Response. Within seven (7) calendar days following this meeting, the employee's Department Head shall respond in writing to the union steward stating the employer's position concerning the grievance.

Not Resolved. If the employee is not satisfied with the Department Head's written response the union steward may appeal the grievance in writing to the employer.

Time Limit. Any grievance not appealed in writing to the Employer in writing within seven (7) calendar days following the receipt of the Department Head's written response shall be considered waived.

Step 3. Employer Meeting with Union Staff Representative.

Formal Meeting. Within thirty (30) days from receipt of the written appeal from Step 2 by the Employer, a meeting between the Employer and the union staff 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 staff representative.

Not Resolved. If, as a result of the written response from the Employer, the grievance remains unresolved, the union staff 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 4. Mediation of Grievance:

Mediation. The Bureau of Mediation 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 the Employer designated representative within seven (7) calendar days after the Director of Bureau of Mediation Services certifies that further mediation efforts would serve no purpose.

Step 5. Arbitration of Grievance:

Selection of Arbitration. The arbitration proceedings shall be conducted by an arbitrator selected by mutual agreement of the Employer and the Union.

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 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 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 modifying 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 arbitrator's interpretation or application of 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 of 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 he or she will use.

ARTICLE XXI. 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 to, upon written notice, enter into negotiations to place the voided provision(s) of the Agreement in compliance with the legislative, administrative, or judicial determination.

ARTICLE XXII. 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 the 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 or not 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 XXIII. 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 XXIV.
PLEDGE**

In consideration of the terms and conditions of employment established by this Agreement and the recognition that the GRIEVANCE PROCEDURE established by ARTICLE XX is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:

- A. 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.
- B. The Employer will not engage in, instigate, or condone any lockout of employees because of a dispute with the Union.

**ARTICLE XXV.
DURATION**

This Agreement shall be effective as of January 1, 2017, unless specifically provided otherwise herein, and shall remain in full force and effect until December 31, 2019. This agreement includes opening the contract to discuss only a 2019 cost of living adjustment (COLA). All other aspects remain as written upon the initial signing of the 2017-2019 contract. 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. If such notice is given, negotiations shall begin not less than ninety (90) calendar days prior to the expiration of this Agreement. This Agreement shall remain in full force and effect during the period of negotiations.

- 1. As part of the negotiation process for the successor contract, the parties agree to the following:
 - a. The union agrees to present to the County at the first bargaining session for the successor contract a complete set of proposed contract changes.
 - b. The County agrees to present to the union at the second bargaining session a complete set of counter-proposals.
 - c. The parties shall make a reasonable effort to establish mutually agreeable schedule of negotiation dates that will afford a reasonable prospect of reaching a settlement prior to the contract expiration date.

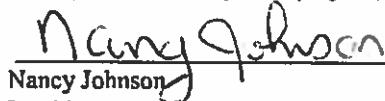
The parties further agree that if a settlement is not reached prior to 60 days before contract expiration, a joint petition for mediation shall be submitted to the Bureau of Mediation Services. This paragraph shall not prevent either party from submitting a petition for mediation at an earlier date.

UNIFORM ALLOWANCE

At the request of the Union, the Employer agrees to review the need for and the expense of providing uniforms and/or safety equipment for employees during the budgeting process.

Approved by County Board March 28, 2017

FOR: Winona County Employees, Local 3457,
Council 65, American Federation Of State,
County, And Municipal Employees, AFL-CIO



Nancy Johnson
President

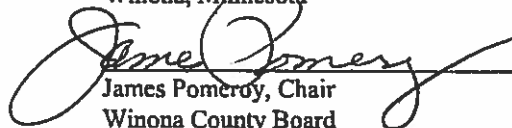
Date: 3-10-17



Keith C. Ferrington
Business Representative

Date: MARCH 6, 2017

FOR: Winona County Board Of
Commissioners, Winona County,
Winona, Minnesota




James Pomeroy, Chair
Winona County Board

Attest:



Kenneth Fritz
County Administrator

Approved as to form this 16th day of MARCH, 2017.



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

AFSCME LABOR AGREEMENT
LOCAL 3457
WAGE APPENDIX

Working Out of Classification: Employees assigned by the Employer to assume the full responsibilities and authority of higher job classification shall receive the wage according to the schedule of higher classification after three (3) consecutive workdays in the higher classification for the duration of the assignment. Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the wage according to the schedule of higher classification after three (3) consecutive days in the higher classification for the duration of the assignment. Employees shall receive the equivalent of one higher step in pay or a 5% increase, whichever is greater for the duration of the assignment. Paid leave time during the duration of the assignment will be at the wages of the Employee's regular classification.

Promotions: Employees promoted from one job classification to a higher job classification shall be moved to the next higher step in their new job classification and receive a minimum increase equivalent to the next step in their previous classification. Such employees shall receive a new anniversary date as of the date of their promotion. Promoted employees shall be eligible for salary increases after the required amount of time to move from the current step of their new job classification to the next step on the salary grid.

Movement through Steps: The required amount of time to qualify for a step on the wage scale is six (6) months between steps one (1) and two (2); six (6) months between steps two (2) and three (3); and one (1) year between steps three (3) and four (4) and any step thereafter. Employees shall move through the designated steps of their job classification subject to satisfactory employee performance as evaluated by the Employer.

2017 - first full payperiod in January - 2.5% and market adj

Classification	1	2	3	4	5	6	7	8
Account Specialist	21.18	22.04	22.97	23.87	24.87	25.89	26.95	28.05
Accounting Technician	18.83	19.57	20.34	21.15	22.01	22.90	23.81	24.76
Administrative Specialist	18.00	18.73	19.51	20.28	21.17	21.99	22.88	23.56
Appraiser I	20.45	21.16	21.97	22.79	23.65	24.51	25.42	26.18
Appraiser II	22.29	23.10	23.97	24.86	25.75	26.71	27.72	28.54
Assistant Veteran Service Officer	19.24	20.02	20.85	21.68	22.62	23.49	24.45	25.17
Custodian	14.58	15.13	15.70	16.30	16.90	17.52	18.14	18.71
EMS Specialist	17.81	18.46	19.17	19.86	20.60	21.38	22.30	22.95
GIS Analyst	23.36	24.24	25.15	26.06	27.01	28.06	29.08	29.94
GIS Technician	20.98	21.77	22.57	23.41	24.25	25.16	26.12	26.90
Handy-Person	14.78	15.34	15.91	16.50	17.11	17.72	18.43	18.97
Hazardous Waste Asst.	14.72	15.34	15.93	16.60	17.26	17.96	18.66	19.25
Health Educator	23.05	23.93	24.80	25.71	26.69	27.66	28.71	29.56
Intermediate Tech	19.99	20.75	21.51	22.32	23.17	24.01	24.90	25.67
Legal Assistant	19.57	20.29	21.05	21.82	22.64	23.49	24.37	25.06
Maintenance I	17.10	17.71	18.36	19.02	19.77	20.51	21.21	21.87
Maintenance I/Serv Technician	18.32	19.00	19.68	20.43	21.19	21.97	22.77	23.44
Nutritionist	24.18	25.00	25.84	26.71	27.65	28.57	29.57	30.39
Office Coordinator	20.33	21.07	21.84	22.68	23.50	24.39	25.30	26.05
Office Support Specialist	16.22	16.82	17.52	18.20	18.93	19.72	20.50	21.30
PHN I	25.02	25.88	26.84	27.78	28.77	29.78	30.86	31.78
PHN II	26.34	27.24	28.22	29.23	30.31	31.36	32.50	33.44
Registered Sanitarian	25.31	26.17	27.09	28.04	28.99	30.03	31.03	31.93
Restorative Justice Coordinator	20.33	21.07	21.84	22.68	23.50	24.39	25.30	26.05
Sanitarian	21.77	22.52	23.25	24.11	25.02	25.96	26.89	27.71
Technician	23.98	24.86	25.79	26.76	27.72	28.73	29.84	30.73
Veteran Services Officer	25.27	26.13	27.05	27.99	28.94	29.98	30.98	31.88
Victim Services Coordinator	21.02	21.78	22.58	23.45	24.30	25.21	26.16	26.93

Date: 1-27-2017

2018 - first full payperiod in January - 2.5% and market adj

Classification	1	2	3	4	5	6	7	8
Account Specialist	22.67	23.60	24.59	25.55	26.62	27.72	28.85	30.03
Accounting Technician	19.87	20.66	21.47	22.32	23.23	24.17	25.13	26.14
Administrative Specialist	19.19	19.97	20.80	21.62	22.56	23.44	24.39	25.11
Appraiser I	21.61	22.37	23.23	24.10	25.00	25.91	26.87	27.67
Appraiser II	23.56	24.42	25.33	26.28	27.22	28.23	29.30	30.16
Assistant Veteran Service Officer	21.92	22.81	23.75	24.69	25.77	26.76	27.85	28.68
Custodian	15.48	16.06	16.66	17.30	17.94	18.60	19.26	19.86
EMS Specialist	18.36	19.02	19.76	20.47	21.23	22.04	22.98	23.66
GIS Analyst	24.64	25.57	26.52	27.49	28.49	29.59	30.67	31.58
GIS Technician	21.88	22.71	23.54	24.42	25.30	26.24	27.24	28.06
Handy-Person	15.68	16.28	16.88	17.51	18.15	18.80	19.55	20.12
Hazardous Waste Asst.	17.17	17.89	18.57	19.36	20.13	20.95	21.76	22.45
Health Educator	23.92	24.84	25.74	26.68	27.70	28.71	29.80	30.68
Intermediate Tech	21.91	22.74	23.57	24.46	25.39	26.32	27.29	28.14
Legal Assistant	20.11	20.85	21.64	22.43	23.27	24.15	25.04	25.76
Maintenance I	19.03	19.70	20.43	21.16	21.99	22.81	23.60	24.33
Maintenance I/Serv Technician	19.95	20.70	21.44	22.25	23.08	23.93	24.81	25.54
Nutritionist	25.03	25.87	26.75	27.65	28.62	29.57	30.60	31.46
Office Coordinator	20.92	21.68	22.47	23.34	24.18	25.09	26.03	26.80
Office Support Specialist	17.09	17.72	18.46	19.18	19.95	20.78	21.60	22.44
PHN I	25.65	26.52	27.51	28.47	29.49	30.53	31.63	32.57
PHN II	27.77	28.72	29.76	30.82	31.96	33.07	34.27	35.26
Registered Sanitarian	26.59	27.49	28.46	29.45	30.46	31.55	32.60	33.55
Restorative Justice Coordinator	20.92	21.68	22.47	23.34	24.18	25.09	26.03	26.80
Sanitarian	24.06	24.89	25.71	26.66	27.65	28.69	29.73	30.63
Technician	24.58	25.48	26.43	27.43	28.42	29.45	30.58	31.50
Veteran Services Officer	26.51	27.41	28.37	29.36	30.36	31.45	32.50	33.44
Victim Services Coordinator	22.36	23.17	24.01	24.94	25.84	26.81	27.82	28.64

Date: 1-27-2017

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	35% of total cost as stated in Article XVII
24 to 31 hours	45% of total cost as stated in Article XVII
32 to 39 hours	65% of total cost as stated in Article XVII

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 XVII
24 to 31 hours	60% of maximum contribution as stated in Article XVII
32 to 39 hours	80% of maximum contribution as stated in Article XVII

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.

Appendix B

181.940 DEFINITIONS.

Subdivision 1. **Scope.** For the purposes of sections 181.940 to 181.944, the terms defined in this section have the meanings given them.

Subd. 2. **Employee.** "Employee" means a person who performs services for hire for an employer from whom a leave is requested under sections 181.940 to 181.944 for:

(1) at least 12 months preceding the request; and

(2) for an average number of hours per week equal to one-half the full-time equivalent position in the employee's job classification as defined by the employer's personnel policies or practices or pursuant to the provisions of a collective bargaining agreement, during the 12-month period immediately preceding the leave.

Employee includes all individuals employed at any site owned or operated by the employer but does not include an independent contractor.

Subd. 3. **Employer.** "Employer" means a person or entity that employs 21 or more employees at least one site, except that, for purposes of the school leave allowed under section 181.9412, employer means a person or entity that employs one or more employees in Minnesota. The term includes an individual, corporation, partnership, association, nonprofit organization, group of persons, state, county, town, city, school district, or other governmental subdivision.

Subd. 4. **Child.** "Child" means an individual under 18 years of age or an individual under age 20 who is still attending secondary school.

181.9413 SICK LEAVE BENEFITS; CARE OF RELATIVES.

(a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, 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. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

(b) An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. For the purpose of this paragraph:

(1) "domestic abuse" has the meaning given in section 518B.01;

(2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and

(3) "stalking" has the meaning given in section 609.749.

(c) An employer may limit the use of safety leave as described in paragraph (b) or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours in any 12-month period. This

paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.

(d) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

(e) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

(f) For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

(g) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

(h) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence under this section.

2017-037

Amendment
to
Local 3457, Council 65, American Federation of State, County & Municipal Employees
(AFSCME), AFL-CIO (Courthouse Unit)

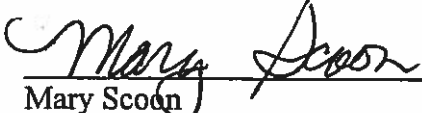
It has been agreed to that employees serving in the position of Jail Intake Worker will be paid at the rates listed on the attached amendments.

This amendment is agreed to by both parties to the Labor Agreement signed on April 11, 2017 and is hereby attested to by the undersigned as becoming a part of said agreement.

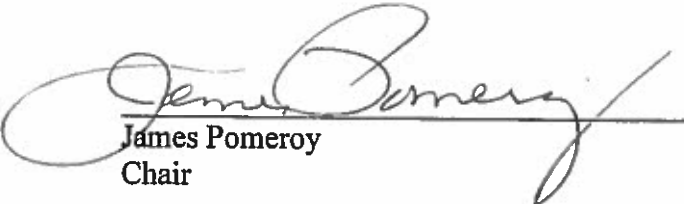
Agreed to this 28th day of March, 2017 and attested to as the full and complete understanding of the parties of time herein specified by the signature of the following representatives for the Employer and the Union.

FOR AFSCME Courthouse Union
Commissioners

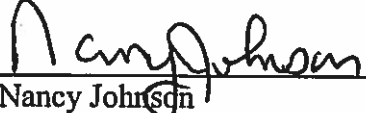
FOR Winona County Board of



Mary Scoon
Area Business Representative



James Pomeroy
Chair




Nancy Johnson
AFSCME President

Attest:



Kenneth Fritz
County Administrator

Approved as to form this 28th day of MARCH, 2017.



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

2017 - first full payperiod in January - 2.5% and market adj

Classification	1	2	3	4	5	6	7	8
Account Specialist	21.18	22.04	22.97	23.87	24.87	25.89	26.95	28.05
Accounting Technician	18.83	19.57	20.34	21.15	22.01	22.90	23.81	24.76
Administrative Specialist	18.00	18.73	19.51	20.28	21.17	21.99	22.88	23.56
Appraiser I	20.45	21.16	21.97	22.79	23.65	24.51	25.42	26.18
Appraiser II	22.29	23.10	23.97	24.86	25.75	26.71	27.72	28.54
Assistant Veteran Service Officer	19.24	20.02	20.85	21.68	22.62	23.49	24.45	25.17
Custodian	14.58	15.13	15.70	16.30	16.90	17.52	18.14	18.71
EMS Specialist	17.81	18.46	19.17	19.86	20.60	21.38	22.30	22.95
GIS Analyst	23.36	24.24	25.15	26.06	27.01	28.06	29.08	29.94
GIS Technician	20.98	21.77	22.57	23.41	24.25	25.16	26.12	26.90
Handy-Person	14.78	15.34	15.91	16.50	17.11	17.72	18.43	18.97
Hazardous Waste Asst.	14.72	15.34	15.93	16.60	17.26	17.96	18.66	19.25
Health Educator	23.05	23.93	24.80	25.71	26.69	27.66	28.71	29.56
Intermediate Tech	19.99	20.75	21.51	22.32	23.17	24.01	24.90	25.67
Jail Intake Worker	20.98	21.77	22.57	23.41	24.25	25.16	26.12	26.90
Legal Assistant	19.57	20.29	21.05	21.82	22.64	23.49	24.37	25.06
Maintenance I	17.10	17.71	18.36	19.02	19.77	20.51	21.21	21.87
Maintenance I/Serv Technician	18.32	19.00	19.68	20.43	21.19	21.97	22.77	23.44
Nutritionist	24.18	25.00	25.84	26.71	27.65	28.57	29.57	30.39
Office Coordinator	20.33	21.07	21.84	22.68	23.50	24.39	25.30	26.05
Office Support Specialist	16.22	16.82	17.52	18.20	18.93	19.72	20.50	21.30
PHN I	25.02	25.88	26.84	27.78	28.77	29.78	30.86	31.78
PHN II	26.34	27.24	28.22	29.23	30.31	31.36	32.50	33.44
Registered Sanitarian	25.31	26.17	27.09	28.04	28.99	30.03	31.03	31.93
Restorative Justice Coordinator	20.33	21.07	21.84	22.68	23.50	24.39	25.30	26.05
Sanitarian	21.77	22.52	23.25	24.11	25.02	25.96	26.89	27.71
Technician	23.98	24.86	25.79	26.76	27.72	28.73	29.84	30.73
Veteran Services Officer	25.27	26.13	27.05	27.99	28.94	29.98	30.98	31.88
Victim Services Coordinator	21.02	21.78	22.58	23.45	24.30	25.21	26.16	26.93

Date: 2-24-2017

2018 - first full payperiod in January - 2.5% and market adj

Classification	1	2	3	4	5	6	7	8
Account Specialist	22.67	23.60	24.59	25.55	26.62	27.72	28.85	30.03
Accounting Technician	19.87	20.66	21.47	22.32	23.23	24.17	25.13	26.14
Administrative Specialist	19.19	19.97	20.80	21.62	22.56	23.44	24.39	25.11
Appraiser I	21.61	22.37	23.23	24.10	25.00	25.91	26.87	27.67
Appraiser II	23.56	24.42	25.33	26.28	27.22	28.23	29.30	30.16
Assistant Veteran Service Officer	21.92	22.81	23.75	24.69	25.77	26.76	27.85	28.68
Custodian	15.48	16.06	16.66	17.30	17.94	18.60	19.26	19.86
EMS Specialist	18.36	19.02	19.76	20.47	21.23	22.04	22.98	23.66
GIS Analyst	24.64	25.57	26.52	27.49	28.49	29.59	30.67	31.58
GIS Technician	21.88	22.71	23.54	24.42	25.30	26.24	27.24	28.06
Handy-Person	15.68	16.28	16.88	17.51	18.15	18.80	19.55	20.12
Hazardous Waste Asst.	17.17	17.89	18.57	19.36	20.13	20.95	21.76	22.45
Health Educator	23.92	24.84	25.74	26.68	27.70	28.71	29.80	30.68
Intermediate Tech	21.91	22.74	23.57	24.46	25.39	26.32	27.29	28.14
Jail Intake Worker	21.88	22.71	23.54	24.42	25.30	26.24	27.24	28.06
Legal Assistant	20.11	20.85	21.64	22.43	23.27	24.15	25.04	25.76
Maintenance I	19.03	19.70	20.43	21.16	21.99	22.81	23.60	24.33
Maintenance I/Serv Technician	19.95	20.70	21.44	22.25	23.08	23.93	24.81	25.54
Nutritionist	25.03	25.87	26.75	27.65	28.62	29.57	30.60	31.46
Office Coordinator	20.92	21.68	22.47	23.34	24.18	25.09	26.03	26.80
Office Support Specialist	17.09	17.72	18.46	19.18	19.95	20.78	21.60	22.44
PHN I	25.65	26.52	27.51	28.47	29.49	30.53	31.63	32.57
PHN II	27.77	28.72	29.76	30.82	31.96	33.07	34.27	35.26
Registered Sanitarian	26.59	27.49	28.46	29.45	30.46	31.55	32.60	33.55
Restorative Justice Coordinator	20.92	21.68	22.47	23.34	24.18	25.09	26.03	26.80
Sanitarian	24.06	24.89	25.71	26.66	27.65	28.69	29.73	30.63
Technician	24.58	25.48	26.43	27.43	28.42	29.45	30.58	31.50
Veteran Services Officer	26.51	27.41	28.37	29.36	30.36	31.45	32.50	33.44
Victim Services Coordinator	22.36	23.17	24.01	24.94	25.84	26.81	27.82	28.64

Date: 2-24-2017