AGREEMENT

BETWEEN

WABASHA COUNTY BOARD OF COMMISSIONERS

AND

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

1/1/20 to 12/31/22

(SOCIAL SERVICES UNIT)

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ARTICLE I.
PREAMBLE

THIS AGREEMENT entered into by and between the Wabasha County Board of Commissioners, hereinafter referred to as the "Employer" and Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay; hours of employment, and other terms and conditions of employment.

ARTICLE II.
RECOGNITION

A. Unless otherwise specifically stated, whenever the term Employee is used in this Agreement, the term shall only refer to an Employee covered by this Agreement and to no other Employee of the Employer.

B. Pursuant to certification of the State of Minnesota, Bureau of Mediation Services, the Employer recognizes the American Federation of State, County, and Municipal Employees, Council 65, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for all Employees of Wabasha County Social Services who are employed for more than fourteen (14) hours a week and more than sixty-seven (67) days per year, excluding supervisory, and confidential Employees pursuant to statute. Positions covered by this Agreement are referenced in the salary appendix attached hereto.

C. Definitions:

Regular Full-Time: An Employee regularly scheduled to work a minimum of thirty-seven and one-half (37.5) hours per week.

Regular Part-Time: An Employee regularly scheduled to work more than seventeen and one-half (17.5) hours per week but less than thirty-seven and one-half (37.5) hours per week.

ARTICLE III.
UNION SECURITY

A. The Union may designate Employee representatives from the bargaining unit to act as negotiators and/or stewards for the bargaining unit. Employee representatives shall not suffer loss of pay for the investigation and presentation of grievances to the Employer.

B. The Employer agrees to allow the Union the use of one (1) designated bulletin board at each work location for the purpose of posting notices of Union meetings, elections, appointments of office, recreation or social affairs. Notices of any other kind must receive written permission from the County.

C. In recognition of the Union as the exclusive representative:

1. The Employer shall deduct an amount sufficient to provide the payment of regular Union membership dues, established by the Union from the wages of all Employees of the bargaining unit who authorize in writing said deduction.

   The Employer shall deduct from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly AFSCME PEOPLE contributions. Such PEOPLE contributions can be modified or terminated upon written notice by the employee to both the County and the Union. Such monies shall be remitted as directed by the Union.

2. The Employer shall remit such deductions to the appropriate designated officer of the Union with a list of names of the Employees from whose wages deductions were made.

3. The Union shall certify to the Employer the current amount of regular dues to be withheld.

4. 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.

ARTICLE IV.
PROBATIONARY WORK PERIOD

A. The probationary work period shall be six (6) months for all new Employees.

B. A new Employee may be discharged at any time during their probationary work period without recourse to the grievance procedure.

C. PTO and paid holiday benefits shall be earned during the probationary work period.

New hire employees in their trial work period shall be entitled to leaves of absence for funeral leave and medical emergencies.

D. Employees shall be members of the Union upon date of hire if they voluntarily agree to become members. This Article shall not affect any probationary work period requirements as described under any other section of this contract.

E. New Employees shall not be placed at a salary step that is higher than a current Employee who has equal or greater experience in the same classification.

ARTICLE V.
HOURS OF WORK

A. A normal workweek shall consist of thirty-seven and one-half (37.5) hours except where the nature of employment is such that additional working hours are required. All offices shall be open during the hours of 8:00 o'clock A.M. and 4:00 o'clock P.M. In the event a split shift is implemented by the Employer, the Employer will meet with the Union to negotiate a wage rate for said shift.

B. Employees shall be allowed rest periods not to exceed fifteen (15) minutes in length in each half of the workday. Rest periods will normally occur between 9:00 AM and 3:30 PM. Rest periods may not be accumulated and added to the beginning or end of the workday or used as time off. Occasionally, it will be necessary for an Employee to work during their normal rest period. This shall not be deemed to be a breach of the Agreement unless the Employee is repeatedly denied his or her normal rest period. During the normal workday, the lunch period shall be thirty (30) minutes in length and may be staggered by the Employer to provide necessary coverage in County Offices during the lunch period.

ARTICLE VI.
OVERTIME AND CALLBACK

A. Employees will be compensated at the rate of one and one-half times their regular base pay rate for authorized hours worked in excess of forty in each workweek. Hours worked between 37.5 and 40 in a workweek will be compensated at straight time, be it cash or comp time. Employees may be allowed to "bank" up to forty (40) hours of "comp time" in lieu of overtime payment.

B. Any work required by the Employer to be performed on a Saturday, or Sunday, will be compensated for at the rate of one and one-half (1 ½) times the Employee's regular base rate of pay. Work performed on the twelve holidays listed in Article VII, Section A will be paid at two (2) times the Employee's base rate.

C. Holidays, vacation, sick time and PTO shall be considered time worked for the purposes of computing overtime. However, under no circumstances can this time be pyramided.

D. The Employer and Employees may mutually agree, in writing, to flexible scheduling

of hours other than the normal workweek and/or workday.

E. Employees called back to work outside of their normally scheduled working shift shall be paid a minimum of two (2) hours callback pay at the appropriate overtime rate. Extension of or an early report to a scheduled shift does not qualify the Employee for the minimum callback. Any scheduled trainings do not qualify the Employee for minimum callback.

F. Non-emergency overtime must be approved in advance by the supervisor. Calls received at home, which require more than fifteen minutes to handle and do not require Employees to leave their home shall be logged by Employees and will be compensated in one-quarter hour increments, upon approval of the supervisor.

ARTICLE VII
HOLIDAYS

A. The following shall be paid holidays:

1. New Year's Day (January 1)
2. Martin Luther King's Birthday (third Monday in January)
3. President's Day (third Monday in February)
4. Spring Holiday (as designated by County-previously Good Friday)
5. Memorial Day (last Monday in May)
6. Independence Day (July 4)
7. Labor Day (first Monday in September)
8. Veteran's Day (November 11)
9. Thanksgiving Day (fourth Thursday in November)
10. Friday after Thanksgiving
11. Christmas Eve Day when Christmas Eve Day falls on a Monday through Thursday.
12. Christmas Day (December 25)

Employees will receive one (1) floating holiday if employment is from the first working day of the calendar year. Floating holidays must be taken during the calendar year in which they are earned and may not be carried forward into the following year. An Employee in their probationary work period is not eligible and may only use a floating holiday after completion of their probationary work period.

B. When New Year's Day, Independence Day, Veteran's Day, or Christmas Day, falls on a Sunday, the following day shall be a holiday. When these same holidays fall on a Saturday, the preceding Friday shall be a holiday.

C. When a paid holiday falls during an Employee's scheduled vacation period, that holiday shall be a paid holiday and will not be charged to vacation.

ARTICLE VIII.
VACATION

A. Regular full-time Employees shall earn vacation according to the following schedule of years of completed employment:

Years Completed	*Hours Per Pay Period
00-05	3.46
06-10	4.33
11-15	5.19
16-20	6.06
21 & Up	7.21

*Assumes 37.5 hours per week employment. See appendix for 40 hours per week employment.

Regularly scheduled part-time Employees shall earn vacation with pay on a pro-rata basis based on the above schedule.

B. The Department Head shall determine the time at which vacation leave may be taken. Vacation may be accrued to a maximum of two hundred forty (240) for employees working eight hours per day and two hundred twenty-five (225) for employees working seven and one-half hours per day. Effective July 1, 2020, Vacation may not be accrued after this cap has been reached.

C. Should an Employee contract any illness or disability during his/her vacation, the period of sickness or disability may be charged as sick leave and the charge against vacation leave reduced accordingly.

D. All Employees, except probationary Employees shall be paid for unused vacation at termination.

E. Vacation may be taken at times mutually agreeable between the Employee and the Employee's supervisor. An Employee must obtain permission from their supervisor prior to taking a vacation. If an Employee has accrued the maximum number of vacation days allowable, the Employer may demand that the Employee take accumulated vacation.

F. Vacation Donation Program. Employees shall be able to donate accrued vacation leave for the use of employees who have exhausted their sick leave due to a critical illness situation or for the use of employees who must be absent from work due to a natural disaster. An employee may donate up to twelve (12) hours of accrued vacation leave each fiscal year to the vacation leave account of one or more bargaining unit employees.

ARTICLE IX.
FUNERAL LEAVE

A. Funeral leave shall be granted in cases of death in an Employee's immediate family, including spouse, parents, step-parents, siblings, step-siblings, grandparents, children, step-children, grandchildren, daughter-in- law, son-in-law, brother-in-law, sister-in-law, spouse's siblings, parents, step-parents, grandparents, children, grandchildren, or for a member of Employee's household. A maximum of five days may be granted for funeral leave for the Employee's spouse, children or step-children and three days may be granted for funeral leave at any one time for others listed above and may not be accumulated. Funeral leave requests must be approved by the department supervisor.

B. With approval of their supervisor, Employees may use up to 7.5 hours of accumulated sick leave to attend the funeral of persons other than those listed in Section A.

ARTICLE X.
SICK LEAVE

A. Employees shall accrue sick leave at a rate of 3.46 hours per pay period* up to a maximum of nine hundred seventy five (975) hours.

*Assumes 37.5 hours per week employment. See appendix for 40 hour week employment.

B. Employees will continue to accrue all contractual benefits while on paid sick leave.

C. Sick leave with pay will be granted for bona fide personal illness, medical examination, medical treatment, legal quarantine, or in case of an injury and for safety leave as defined in MN Statute 181.9413(b). Sick leave may also be used for illness or injury and for safety leave in the Employee's immediate family requiring the Employee's attendance and shall be for the actual time required. Immediate family member means an individual's spouse, sibling, parent, mother-in-law, father-in-law, stepparent, grandparent, son or daughter, stepson or stepdaughter, foster child or grandson or granddaughter. An Employee may be required to provide evidence of being physically able to return to his or her duties following sick leave. Abuse of sick leave may be grounds for discipline or discharge. If Employer requires medical certification, the Employer will be responsible for any insurance co-pay.

D. Regularly scheduled part-time Employees will earn sick leave on a prorated basis.

ARTICLE XI.
PAID TIME OFF

Employees hired after September 20, 2017 shall accrue leave benefits in accordance with Paid Time Off, Policy 315, in lieu of the Vacation Article VIII and Sick Leave Article X in

the collective bargaining agreement.

Sec. A All full time employees hired after September 20, 2017 shall participate in the County's PTO program and not Article VIII Vacation and Article X Sick Leave.

Sec. B Full time employees shall earn PTO at the following rates:

00-05 years of service	6.35 hours per pay period
06-10 years of service	7.50 hours per pay period
11-15 years of service	8.37 hours per pay period
16-20 years of service	9.52 hours per pay period
20+ years of service	10.39 hours per pay period

Additions or deductions to each employee's PTO account shall be made during each payroll period.

Sec. C The Department Head shall determine the time at which PTO may be taken. PTO shall be granted during the first six months of service. PTO hours shall not exceed 400 hours for employees regularly scheduled to work 40 hours per week or 375 hours for employees regularly scheduled to work 37.5 hours per week at any time.

Sec. D Upon termination of employment, employees shall be paid for any unused PTO that has been earned through the last day of work.

Sec. E Any part-time employee regularly scheduled to work less than 20 hours per week, as well as temporary or seasonal employees, shall not be eligible for PTO benefits.

Sec. F Excess amount of accrued sick time shall be placed in an Emergency Leave Bank to be used for potential medical leave. The Emergency Leave Bank is only available for use after all PTO benefits have been exhausted. Upon separation, no monetary value will be assigned to remaining Emergency Leave accruals. The Emergency Leave Bank would be automatically terminated after 3 years of transferring to the PTO plan. This provision shall sunset and expire as of October 31, 2020.

Sec. G The County will contribute $15.00 per month towards a core Short Disability benefit with Paid Time Off.

ARTICLE XII.
LEAVES OF ABSENCES

A General Conditions:

1. Department Heads may, at their discretion and with the concurrence of the County Board, approve the absence of an Employee, without pay, not to exceed thirty (30) calendar days. Any absence longer than thirty (30) calendar days, whether with or without pay, shall be approved by the County Board in advance. An Employee on leave of absence without pay shall not accrue vacation, sick leave or PTO benefits during the leave.

2. Request for leave shall be answered promptly (within ten (10) working days by the Department Head of the Employee).

3. Employees shall return to the position they held at the time the leave was requested or to a similar position. Employees returning from an unpaid leave of absence shall return at the same step the Employee had at the time the leave of absence commenced.

4. Employees may continue health, dental, and life insurance at his/her own expense while on unpaid leave of absence.

5. Employees may elect to use vacation, sick leave or PTO (when applicable) in conjunction with leaves of absence.

B. Paid Leaves.

Paid Military Leave: Any Employee who is a member of a military reserve force of the United States or of any State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the jurisdiction of the United States or the State, shall be paid according to the provisions set forth in M.S. 192.26 and any subsequent amendments thereto.

Court Time: Any Employee shall be granted a leave of absence to serve on a jury and shall be paid as if he/she were working. Any Employee who is ordered to appear before a court, legislative committee, or other judicial or quasi-judicial body as a witness in an action involving the Federal Government, the State of Minnesota, or a political subdivision thereof, shall be granted a paid leave of absence. Employees appearing in court for personal proceedings will not be paid for such time, but may use accrued vacation, PTO or compensatory time.

Volunteer Leave: The Employer may approve leaves of absence with pay for Employees that serve as volunteers in activities that relate directly to their positions or job duties

with the Employer. Approval or denial of volunteer leaves of absence shall not be subject to grievance procedure.

C. Unpaid Leaves.

Unpaid Military Leave: Military leave shall be granted according to applicable state and federal law.

Unpaid Time Off: Unpaid leaves of absence shall be granted for illness (physical or mental, disability), in accordance with the Family Medical Leave Act.

Unpaid Personal Leave: Unpaid leaves of absence may be granted for personal reasons at the sole discretion of the County Board of Commissioners.

Unpaid Parental Leave: The Employer shall grant Employee parental leave in accordance with Minnesota Statutes 181.940 and the Family Medical Leave Act. Additional time may be granted at the discretion of the County Board pursuant to the provisions of Section A.

Union Leave: Upon written request of the Union, leave shall be granted to Employees elected to AFSCME Council 65, executive office, AFSCME International sponsored conventions, for a period limited to not more than ten (10) days in a calendar year.

Educational Leave: Extended educational leave without pay may be granted to any Employee for educational purposes, at the sole discretion of the County Board.

ARTICLE XIII.
SENIORITY

A. Seniority with the Employer:

Seniority shall mean an Employee's length of service with the Employer since his or her last date of hire. For purposes of vacation, sick leave, retirement, and other benefit accrual, the Employee's years of continuous service with Wabasha County shall be the seniority which applies.

B. An Employee promoted out of the bargaining unit will not lose his or her seniority status until he or she completes his or her probationary period in the new position.

C. In event of a layoff, the Employee with the least seniority in the classification of work affected by the layoff shall be the first Employee laid off. Employees to be laid off shall be given at least five (5) working days advance notice. Employees who have previously served in another job class shall retain seniority rights within that classification and may bump less senior Employees, provided they are qualified to perform the job.

D. Recall from Layoff

Employees shall be recalled from Layoff in the inverse order of layoff Employees shall remain on the recall list for the period not to exceed twelve (12) months.

ARTICLE XIV.
VACANCIES AND NEW POSTINGS

A. Posting:

Any vacancy or newly created position within the bargaining unit shall be posted in a conspicuous place in the buildings where Employees work. The position notice shall include the rate of pay, hours of work, minimum qualifications, location and typical duties performed. Such notice shall be posted for at least five (5) workdays prior to filling such vacancy or newly created position. The notice shall state the closing date for accepting applications.

B. For promoted Employees, from the first day of work in the new position, Employees will be paid the minimum rate for the new position or the next highest rate in the scale for the new position above the Employee's rate of pay prior to promotion, whichever is greater.

C. Filling of Vacancies or Newly Created Position:

The Employer and Union agree that regular job vacancies within the designated bargaining unit shall be filled from among the Employees within the bargaining unit whenever possible by transferring or promoting the most qualified Employee, provided the Employee:

1. Has the necessary qualifications to meet the standards of the job vacancy; and

2. Has the ability to perform the duties and responsibilities of the job vacancy.

Seniority shall be taken into consideration when a selection must be made between two equally qualified Employees.

The Employer may require that a promoted or transferred Employee serve a probationary period not to exceed one hundred eighty (180) calendar days. The Employer may return the Employee to his or her former position during the probationary period if he or she is not able to carry out the duties of the position to which he or she has been promoted or transferred. The Employee may also choose to return to his or her former position during the first forty-five (45) calendar days in the position to which he or she has been promoted or transferred. The Employee may elect to accept a voluntary demotion to fill a vacancy or newly created position at a Step within said pay grade, as mutually agreed by the Employee and Employer. The Employer has the final decision in the selection of the Employees to fill posted jobs based on qualifications, abilities and experience.

The Employer's decision, however, may be grieved by an affected Employee under Article XIV of this Agreement.

F. A bargaining unit Employee selected for transfer or promotion shall be moved to begin the new position no more than forty-five (45) calendar days from the date of selection.

ARTICLE XV.
GRIEVANCE PROCEDURE

A. A grievance is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this Agreement. The County will recognize representatives of the Union as the grievance representatives of the bargaining unit, having the duties and responsibilities established by this Article.

B. The aggrieved Employee and the Union Representative shall be allowed time during normal working hours without loss of pay when a grievance is investigated and presented to the Employer.

C Grievances shall be resolved in accordance with the following procedure:

Step 1. The Steward, with or without the Employee, shall inform the Department Head or designee orally or in writing, within ten (10) days of its occurrence or the Union's knowledge of its occurrence. The Department Head shall attempt to resolve the matter and shall respond to the Steward within ten (10) days. A written record shall be kept of Step 1.

Step 2. If the grievance is not settled by Step 1, it shall be presented in writing within ten (10) days to the County Administrator. The County Administrator shall submit a written decision to the Union within ten (10) days.

Step 3. If the grievance is not settled in Step 2, the grievance shall be presented in writing to the Board of Commissioners at its next regular meeting provided that if that meeting is scheduled less than ten (10) days after the County Administrator's response is due, the Union may present the grievance at the subsequent Board of Commissioner's regularly scheduled meeting. The Board shall respond in writing to the Union within ten (10) days.

Step 4. If the grievance is not resolved at Step 3, the aggrieved party shall request assistance in resolving the matter from the Bureau of Mediation Services.

Step 5. If the grievance is not settled in Step 4, the aggrieved party may within ten (10) days after the efforts of the Bureau have concluded, request arbitration of the grievance.

D. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) days after notice has been given. If the parties fail to select an arbitrator, the State Bureau of Mediation Services shall be requested by either or both parties to provide a panel of five arbitrators. The party requesting arbitration shall have the right to strike the first name; the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator.

Expense of the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives. If either party requires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

E. The arbitrator shall consider and decide only the specific issue submitted to him/her by the Employer and the Union and shall have no authority to make a decision on any other issue not submitted to him/her. 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 of law. The decision of the arbitrator shall be final and binding on both parties. No arbitrator shall have the right or power to add to, delete from, or modify any of the terms and provisions of this Agreement.

F. 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 set forth above, 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 specific time limits, the Employee shall elect to treat the grievance as denied and may appeal the grievance to the next step. The time limit in each step may be extended by written mutual agreement of the Employer and the Union Representatives involved in each step. (The term days shall be defined as "working days" for the purpose of this Article and shall include Monday through Friday, excluding holidays.)

G. Employees shall have the right to process grievances through the provisions of this Agreement 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 provisions of the grievance procedure and another available procedure.

An Employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299

(1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of Section G shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE XVI.
DISCIPLINE AND DISCHARGE

A. Employees shall be disciplined and discharged only for just cause. Discipline will be in one or more of the following forms:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

Although discipline is considered to be progressive, the Employer may depart from progressive discipline steps for certain offenses.

B. Employees shall have the right upon request to have a representative of the Union present during an investigation that may lead to disciplinary action. The Employee and his or her Steward shall be notified in writing of the reasons for the discharge.

C. Any disciplinary action or measure imposed upon an Employee may be processed as a grievance through the regular grievance procedure. Employees will be afforded an opportunity to review only their own personnel files upon request. Employees will be given a copy of any written disciplinary action.

If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before the other Employees or in public.

ARTICLE XVII.
INSURANCE

A. All bargaining unit members are covered by Worker's Compensation as required by law. Any injuries or illness related to employment must be reported to the Employee's Director immediately. An Employee must cooperate in completing any necessary forms or reports for insurance and reports for any medical examination.

B.

Effective the first day of the first full pay period after the date of ratification by the County and Union, the Employer shall pay 100% of the cost of the single health insurance coverage premium for eligible full-time employees for the base plan (1000 AWARE plan in 2020). Effective the first day of the first full pay period after the date of ratification, the Employer shall pay 80% of the cost of the family health insurance coverage premium for eligible full-time employees for the base plan (1000 AWARE plan in 2020). In the event that the 1000 AWARE plan is not offered in 2021 or 2022, the base plan shall be the most

comparable plan to the 1000 AWARE plan based on premium cost and aggregate value of benefits. Any additional cost of health insurance premiums beyond the Employer's contribution shall be paid for by the employee through payroll deduction. In no event will the Employer contribute more than the premium cost of the plan in which the employee is enrolled. The Employer will offer an HSA/VEBA option in those years in which the County qualifies to offer such an option.

C. Liability:

The Employer shall provide liability insurance coverage to protect Employees against claims that may arise from their employment with the Employer in accordance with Minnesota Statutes.

D. The Employer will provide full-time Employees a group dental plan for Employees and their families with aggregate benefit levels equivalent to the plan in effect as of December 31, 2000. Full-time Employees will be given the opportunity to purchase additional Employee and/or family dental insurance through the cafeteria benefit plan.

ARTICLE XVIII.
PAY PERIODS

A. Pay periods will be every two weeks according to a schedule established by the County. When payday falls on a holiday, the Employer will make every effort to provide paychecks to Employees in advance of the holiday.

ARTICLE XIV
WAGES

Employees shall be compensated in accordance with the wage rates and schedule marked "Appendix B and C" attached hereto and made a part of this Agreement:

Effective January 1, 2020*	2.0%
Effective January 1, 2021	2.25%
Effective January 1, 2022	2.5%

*The wage shall be effective the first day of the first full pay period after the date of ratification by the Union and County. Individuals must be actively employed by the County as the date of ratification of the Agreement in order to be eligible for any wage increases. Eligible employees shall receive step increases each year of the contract.

ARTICLE XX
NON-DISCRIMINATION

A. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, disability, race, color, creed, national origin, political affiliation, sexual orientation, or status with regard to public assistance. The Union shall share equally with the Employer the responsibility for applying the provision of this Agreement.

B. All reference to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Employees.

C. The Employer agrees not to interfere with the rights of the Employees to become members of the Union, and there shall be no discrimination by the Employer or any Employee representatives against any Employee because of Union membership or because of any Employee activity in an official capacity on behalf of the Union or for any other cause. The Union shall not discriminate against, interfere with, restrain or coerce any Employee from exercising the right to join or not to join the Union and will not discriminate against any Employee in the administration of this Agreement because of non-membership in the Union.

ARTICLE XXI
EXPENSES AND MILEAGE

A. The Employer will reimburse Employees for lodging, transportation, meals, parking, and necessary expenses when attending approved workshops, conferences, in-service training sessions, seminars and all other County assigned business. Prior to incurring reimbursable expenses requests must be approved by the Department Head.

B. Employees should use Employer vehicles whenever possible for travel when conducting Employer business. Employees who are authorized to use their own automobiles for Employer business shall be reimbursed at the IRS rate for each mile driven. If an employee uses a personal vehicle without Department Head approval if a County vehicle is available, the employee will be reimbursed at $0.17 less than the IRS rate per mile.

C. The cost of meals will be reimbursed when employee is in travel status of the Employer, or when pre-approved in-area meals are to be paid due to meetings. Itemized receipts (handwritten receipt from establishment sufficient) must be attached to the reimbursement for meals, lodging, and common carrier transportation. The Employer will reimburse up to the maximum rates as set forth in County Policy. The Employer will not reimburse for alcohol, tips and gratuities.

ARTICLE XXII.
SEVERANCE

A. All Employees upon retirement, termination or resignation, after five (5) years of service or more, or death, shall be entitled to fifty percent (50%) of their unused sick leave as severance pay. Employees discharged for cause shall not receive severance pay. Upon an employee's death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee's beneficiary.

B. Employees with less than five (5) years of service will not be eligible for severance pay, unless they are eligible for retirement benefits under Social Security or PERA or in case of death.

ARTICLE XXIII
GENERAL PROVISIONS

A. Safety:

The Employer and the Employee agree to maintain a safe work place. The Employees agree to follow required safety procedures in the performance of their jobs.

B. Work Rules:

The Employer may issue work rules, a copy of which will be provided to the Employees and to the Union. In the event that a work rule conflicts with this Agreement, the parties shall meet to resolve the conflict.

C. Subcontracting:

The Employer reserves the right to subcontract or contract for any work to be provided to Wabasha County. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its Employees.

D. Rights, Privileges, and Working Conditions:

All written rights, privileges, and working conditions other than those covered under "management rights" enjoyed by the Employees at the present time shall remain in full force and effect during the term of this contract unless changed by mutual consent of the Employer and the Union or such rights and/or privileges are altered by changes in state or federal law. Such changes shall supersede applicable provision of this contract. The Union agrees that its members shall comply with all rules and regulations including those relating to conduct and work performance. The Union agrees that in the event this contract is silent as to a term or condition

which is contained in the personnel policies of the County of Wabasha, that those policies shall apply.

E. An Employee who believes that their position has changed in the skill, effort, responsibility, working conditions, or other relevant work-related criteria required in the performance of the work assigned to the position may submit a request for reclassification of their position under the Employer's job evaluation system to the County Administrator or County Board. The County Administrator or County Board shall cause a study of the position to be conducted within one (1) year from the date of the request. Wage adjustments related to the reclassification shall be retroactive to the date of the request.

ARTICLE XXIV.
MUTUAL CONSENT

This 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 and attached to all executed copies of this Agreement.

ARTICLE XXV.
SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof, directly specified in the decision; upon issuance of such a decision, the parties agree to negotiate as soon as practicable a substitute for the invalidated article, section, or portion thereof.

ARTICLE XXVI.
DURATION

This Agreement shall be in effect as of January 1, 2020 and shall remain in full force and effect until December 31, 2022 or until a new Agreement is adopted by the parties.

ARTICLE XXVII.
MANAGEMENT RIGHTS

The Employer retains the full and unrestricted right to establish policy as to functions and programs of the Employer, its budget, utilization of technology, the organizational structure, the selection and direction and number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE XXVIII.
PLEDGE

In consideration of the terms and conditions of employment established by this Agreement and the recognition that the grievance procedure established in this Agreement is the means by which grievances concerning its application or interpretation may peacefully be resolved, the Union agrees that it 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. The Employer shall not lock out any bargaining unit Employees.

ARTICLE XXIX.
WAIVER

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.

ARTICLE XXX.
UNION MANAGEMENT COMMITTEE

A joint Union management committee shall be established at the request of either party to discuss such matters as either party may request. The committee may meet at such times at places as mutually agreed upon, with written notice transmitted to either party prior to the meeting.

ARTICLE XXXI.
EMPLOYEE RECOGNITION PROGRAM

Section 1. Full-time and regular part-time employees with five (5) years of service shall receive a recognition certificate with the individual's name and hire date appropriately noted and signed by the Chair of Wabasha County Board of Commissioners. Recognition Certificates shall also be given to individuals celebrating anniversaries at five (5) year intervals thereafter (see below).

5 years	Recognition Certificate
10 years	Recognition Certificate and $ 50 gift card *
15 years	Recognition Certificate and $100 gift card *
20 years	Recognition Certificate and $150 gift card *
25 years	Recognition Certificate and $200 gift card *
30 years	Recognition Certificate and $250 gift card *
35 years	Recognition Certificate and $300 gift card *

*This is a onetime pre-tax pay addition to the employee after the anniversary date has occurred. The employee will be able to designate which city they would like to receive a gift card.

Section 2. Service Recognition of full-time and regular part-time employees will be conducted at a County Board meeting. Each Department will notify Human Resources of qualified employees. Employees being recognized will be notified in advance by the Human Resource Department of the Board meeting date and time.

ARTICLE XXXII.
SCOPE OF AGREEMENT

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 hours, wages, and working conditions that are specifically established herein and are not in conflict with any statute of the State of Minnesota or of the United States or any rule or regulation promulgated thereunder.

ATTEST:

FOR THE COUNTY OF WABASHA

Chair – County Board of Commissioners — 5.7.20 Date

County Administrator — 5.7.20 Date

FOR AFSCME COUNCIL 65

Local Union President — 5-7-20 Date

Business Representative — 4-27-20 Date

Social Services
2020-2022 POSITION/GRADE INFORMATION

GRADE 4:	Office Support Specialist
GRADE 5:	Case Aide
GRADE 7:	Eligibility Worker, Centralized Finance Account Technician and Accounting Technician
GRADE 8:	Child Support Officer
GRADE 10:	Social Worker

Appendix A

FORTY (40) HOUR WORK SCHEDULE

In the event the Employer adopts a work schedule of 40 hours per week, the following schedules shall apply:

SICK LEAVE 3.69 Hours per pay period

VACATION

0 -5	3.69 Hours per pay period
6 - 10	4.62 Hours per pay period
11 - 15	5.54 Hours per pay period
16 -20	6.46 Hours per pay period
21 or more	7.69 Hours per pay period

PTO Accrual Schedule for 40.0 Hour Work Schedule

Service	PTO Hours Per Pay Period
0-5	6.74
6-10	8.00
11-15	8.92
16-20	10.15
20+	11.08

PTO Accrual Schedule for 37.5 Hour Work Period

Service	PTO Hours Per Pay Period
0-5	6.35
6-10	7.50
11-15	8.37
16-20	9.52
20+	10.39

FUNERAL LEAVE 7.5 Hours per occurrence for employee working 7.5 hours per day and 8.0 hours per occurrence for employee working 8 hours per day, assuming a 26 week annual work period.

APPENDIX B

2020 HOURLY WAGE APPENDIX

2020											
4	16.5281	16.9955	17.4761	17.9702	18.4784	19.0009	19.5235	20.0603	20.6120	21.1788	21.7613
5	17.6024	18.1002	18.6120	19.1383	19.6795	20.2360	20.7925	21.3643	21.9518	22.5555	23.1757
6	18.7466	19.2767	19.8218	20.3823	20.9587	21.5513	22.1440	22.7529	23.3787	24.0216	24.6822
7	19.9651	20.5297	21.1102	21.7072	22.3210	22.9522	23.5833	24.2319	24.8983	25.5830	26.2865
8	21.2628	21.8641	22.4824	23.1181	23.7718	24.4441	25.1163	25.8070	26.5167	27.2459	27.9951
9	22.6449	23.2853	23.9437	24.6208	25.3170	26.0329	26.7488	27.4844	28.2402	29.0168	29.8148
10	24.1168	24.7988	25.5001	26.2211	26.9626	27.7251	28.4875	29.2709	30.0759	30.9029	31.7528

APPENDIX C

2021 HOURLY WAGE APPENDIX

2021											
4	16.9000	17.3778	17.8692	18.3745	18.8941	19.4284	19.9627	20.5117	21.0757	21.6553	22.2509
5	17.9985	18.5074	19.0308	19.5689	20.1223	20.6913	21.2603	21.8449	22.4457	23.0629	23.6972
6	19.1684	19.7104	20.2677	20.8409	21.4302	22.0362	22.6422	23.2649	23.9046	24.5620	25.2375
7	20.4143	20.9916	21.5852	22.1955	22.8232	23.4686	24.1139	24.7771	25.4584	26.1585	26.8779
8	21.7412	22.3560	22.9882	23.6382	24.3067	24.9940	25.6813	26.3876	27.1132	27.8589	28.6250
9	23.1544	23.8092	24.4824	25.1747	25.8866	26.6186	27.3506	28.1028	28.8756	29.6697	30.4856
10	24.6594	25.3567	26.0738	26.8111	27.5692	28.3488	29.1284	29.9295	30.7525	31.5982	32.4672

2022 HOURLY WAGE APPENDIX

2022											
4	17.3225	17.8123	18.3160	18.8339	19.3665	19.9141	20.4618	21.0245	21.6026	22.1967	22.8071
5	18.4484	18.9701	19.5065	20.0581	20.6253	21.2086	21.7918	22.3911	23.0068	23.6395	24.2896
6	19.6476	20.2032	20.7744	21.3619	21.9660	22.5871	23.2083	23.8465	24.5023	25.1761	25.8684
7	20.9247	21.5164	22.1248	22.7504	23.3938	24.0553	24.7168	25.3965	26.0949	26.8125	27.5499
8	22.2848	22.9149	23.5629	24.2292	24.9143	25.6189	26.3234	27.0473	27.7911	28.5553	29.3406
9	23.7333	24.4044	25.0945	25.8041	26.5338	27.2841	28.0344	28.8054	29.5975	30.4114	31.2477
10	25.2759	25.9907	26.7256	27.4814	28.2585	29.0576	29.8566	30.6777	31.5213	32.3882	33.2788

WABASHA COUNTY BOARD OF COMMISSIONERS
AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 65

LOCAL #3541 (SOCIAL SERVICE UNIT)

MEMORANDUM OF UNDERSTANDING

Re: Overtime

The Wabasha County Board Of Commissioners (hereinafter, "County") and the American Federation Of State, County And Municipal Employees, Council 65 Local #3541 (Social Service Unit) (hereinafter, "Union") agree that in the event there is a shortage of bargaining unit employees to work overtime determined by the County as necessary to complete the work of the County, the Union and County shall meet and negotiate a solution as to assignment of
employees to work overtime.

FOR THE COUNTY OF WABASHA:

Chair – Wabasha County Board Date

5.7.20
County Administrator Date

FOR AFSCME COUNCIL 65, LOCAL 3541:

5-2-20
Local Union President Date

4-22-20
Staff Representative Date

WABASHA COUNTY

and

MINNESOTA AFSCME COUNCIL 65, LOCAL 3541 SOCIAL SERVICE UNIT

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Wabasha County (hereinafter, "County") and Minnesota AFSCME Council 65, Local 3541 Social Services Unit (hereinafter, "Union") are parties to a Collective Bargaining Agreement; and

WHEREAS, the cost of healthcare is rising every year; and

WHEREAS, the cost of post retirement healthcare can prevent some Employees from retiring when they desire; and

WHEREAS, the Minnesota State Retirement System offers a program, authorized by MN Statute 352.98, which allows Employees to transfer their severance payments into a tax-free Health Care Savings Plan for use at a later date; and

WHEREAS, this Plan saves both the Employee and the Employer money;

NOW, THEREFORE, BE IT RESOLVED THAT;

The Union and the County Agree that upon separation with the County, all Employee's Unused Sick Leave, as referred to in Article X shall be transferred into a Tax-Free, Employer- Sponsored Healthcare Savings Plan which is administered by the Minnesota State Retirement System.

FOR THE COUNTY:

Chair – Wabasha County Board — Date: 5-5-20

FOR THE UNION:

Local 3541 President — Date: 5-7-20

County Administrator — Date: 5.7.20

Staff Representative — Date: 4-27-20

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the County of Wabasha (hereafter "County") and the American Federation of State, County, and Municipal Employees Council 65 (hereafter "Union").

Whereas, the County and Union are parties to a collective bargaining agreement in effect from January 1, 2020 through December 31, 2022.

Now, therefore, the County and the Union agree as follows:

1. The County is required per Minnesota Administrative Rule 9560.0232, subp. 1 to be available on a 24-hour basis, seven days a week, including holidays, to respond to reports of child maltreatment containing imminent danger.

2. The County and the Union agree to institute a Child Protection On-Call Policy and Procedure as presented in Attachment A: Wabasha County Social Services Policy Manual Code 3.125.

3. Eligible employees assigned to on-call coverage under this policy shall be paid a per diem of $32/day with an additional $50/day for assignment on a recognized county holiday.

4. For purposes of the per diem payment, a "day" shall be considered starting at 8:00 AM and conclude at 7:59 AM the following day. The holiday per diem shall be for a recognized county holiday that is in effect at the start of a "day."

5. The per diem payment is to ensure that an employee assigned to on-call coverage is available to evaluate and respond to reports as outlined in Attachment A: Wabasha County Social Services Policy Manual Code 3.125.

6. On-call employees will be compensated for evaluating and responding reports in 15 minute increments as dictated by County policy and as outlined in Article VI — Overtime and Call Back.

7. The County and the Union agree that the expectation of this Memorandum is that it will be in effect until, and then become a part of, the next subsequent collective bargaining agreement.

8. This Memorandum shall remain in effect until terminated by either the County or the Union with a 30 day written notice or modified by a subsequent memorandum or collective bargaining agreement.

In Witness whereof, the parties have caused this Memorandum of Understanding to be executed this 05 day of May, 2020.

AMERICAN FEDERAL OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 65, AFL-CIO

COUNTY OF WABASHA

Jay Poitevin

LABOR REPRESENTATIVE

COUNTY ADMINISTRATOR

UNION PRESIDENT

5-7-20

DATE

Memorandum of Understanding

This Memorandum of Understanding is entered into between the County of Wabasha (hereinafter "County) and the American Federation of State, County, and Municipal Employees Council 65 (hereinafter "Union").

Whereas, the County and Union are parties to a collective bargaining agreement in effect from January 1, 2017 through December 31, 2019.

Now, therefore, the county and the Union agree as follows:

1. The County is required per Minnesota Administrative Rule 9560.0232, subp. 1 to be available on a 24-hour basis, seven days a week, including holidays, to respond to reports of child maltreatment containing imminent danger.

2. The County and the Union agree to institute a Child Protection On-Call Policy and Procedure as presented in Attachment A: Wabasha County Social Services Policy Manual Code 3.125.

3. Eligible employees assigned to on-call coverage under this policy shall be paid a per diem of $32/day with an additional $50/day for assignment on a recognized county holiday.

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6. On-call employees will be compensated for evaluating and responding reports in 15 minute increments as dictated by County policy and as outlined in Article VI—Overtime and Call Back.

7. The County and the Union agree that the expectation of this Memorandum is that it will be in effect until, and then become a part of, the next subsequent collective bargaining agreement.

8. This Memorandum shall remain in effect until terminated by either the County or the Union with a 30 day written notice or modified by a subsequent memorandum or collective bargaining agreement.

In Witness whereof, the parties have caused this Memorandum of Understanding to be executed this 17th day of July 2020.

AMERICAN FEDERATION OF STATE, COUNTY. AND MUNICIPAL EMPLOYEES COUNCIL 65, AFL-CIO

7-17-20

Employee Date

7-17-20

Labor Representative Date

COUNTY OF WABASHA

Wabasha County Administrator Date