

AGREEMENT

BETWEEN

**WABASHA COUNTY BOARD OF
COMMISSIONERS**

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 65
LOCAL #3542**

(COURTHOUSE UNIT)

JANUARY 1, 2017 THRU DECEMBER 31, 2019

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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

Section 1. 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.

Section 2. 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 the County of Wabasha, Wabasha, Minnesota, who are public Employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding the Agricultural Inspector, Emergency Services Director, Employees of the Social Services Department, maintenance Employees of the Highway Department, essential Employees of the Sheriff's Department, Court Service Officers, and supervisory and confidential Employees.

Section 3. 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

Section 1. 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.

Section 2. The Employer agrees to allow the Union the use of one (1) designated bulletin board in the Extension Department, Sheriff's Department, Public Health Department, Highway Department, Courthouse, and any other location specified by the Union 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.

Section 3. In recognition of the Union as the exclusive representative:

- a. The Employer shall deduct an amount sufficient to provide the payment of regular Union membership dues, fees, and assessments established by the Union from the wages of all Employees of the bargaining unit.
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.
- b. 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.
- c. The Union shall certify to the Employer the current amount of regular dues to be withheld.
- d. Fair share members of the bargaining unit shall be assessed an amount no more than eighty-five percent (85%) of the regular Union membership dues.
- e. 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. TRIAL WORK PERIOD

Section 1. The trial work period shall be six (6) months for all new Employees.

Section 2. A new Employee may be discharged at any time during their trial work period without recourse to the grievance procedure.

Section 2A. The Employer may require that a promoted or transferred Employee serve a trial work period not to exceed forty-five (45) days. The Employer may return the Employee to his or her former position during the first forty-five (45) days of the trial work 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) days in the position to which he or she had been promoted or transferred. The aforementioned Employee is NOT an "at will" Employee and is entitled to all rights and privileges afforded by this Labor Agreement.

Section 3. Vacation, paid holidays PTO and sick leave benefits shall be earned during the trial work period; however, vacation and floating holiday benefits may not be used during this period. New hire employees in their trial work period shall be entitled to leaves of absences for funeral leave and medical emergencies only. If a new hire employee is terminated during their trial work period there shall be no sick leave, vacation or other benefits due the Employee for time/benefits earned.

Section 4. Employees shall be members of the Union upon date of hire if they voluntarily agree to become members. Employees will be required to pay fair share fee as per provisions of Minnesota State Law.

Section 5. New Employees will be hired at the "Starting Wage." However new Employees may be hired at the step commensurate with their experience by mutual agreement of the Union and the Employer. In no case will placement be higher than Step 6 of the wage appendix. Employees hired at the "Starting Wage" will be eligible for an increase in pay according to the wage appendix. Employees hired at a rate higher than the "Starting Wage" will be eligible to receive an increase in pay to the next step upon successful completion of one year of employment in accordance with the wage appendix.

ARTICLE V. HOURS OF WORK

Section 1. 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 a.m. and 4:00 p.m. Custodians and Highway Department Employees may be scheduled for other work shifts. 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.

Section 2. Employees shall be allowed rest periods not to exceed fifteen (15) minutes in length in each half of the workday. Rest periods may not be accumulated and added to the beginning or end of the day 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 this Agreement unless an 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

Section 1. Employees will be compensated at the rate of one and one-half (1 ½) times their regular base pay rate for authorized hours worked in excess of forty (40) 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 eighty (80) hours of "comp time" in lieu of overtime payment. Employees shall have the option of cashing in banked comp time hours at a time of their choosing with payment made within the next two (2) weeks.

Section 2. 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. Any work required by the Employer to be performed on a holiday will be compensated for at the rate of two (2) times the Employee's regular base rate of pay.

Section 3. Holidays, vacation, and sick time and PTO shall be considered time worked for the purposes of computing overtime. However, under no circumstances can this time be pyramided.

Section 4. The Employer and Employees may mutually agree, in writing, to a flexible scheduling of hours other than the normal workweek and/or workday.

Section 5. 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. Employees shall attach a written order for callback from their supervisor to time verification forms when submitting requests for minimum callback time for each payroll period. Minimum call back will not be given for work performed of less than fifteen minutes duration, and specifically will not be paid for routine maintenance checks of buildings during weekends and holidays.

Section 6. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 7. Employees assigned to work in a higher paid classification for a period of ten (10) days or longer shall be paid at the next higher step in the higher pay range that is 4% or higher than the employee's current rate of pay, or the minimum rate for the higher class, whichever is higher. Said additional pay shall be effective from the date the Employee is assigned to the higher classification work. The above stated provision shall not apply if the work is being done under supervision for the express purpose of training employees or employees under probation.

ARTICLE VII.
HOLIDAYS

Section 1. The following shall be paid holidays:

- 1 New Years 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 Board -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. 1 day Christmas Eve Day (7.5 hours or 8 hours dependent upon regular schedule) 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 trial work period is not eligible and may only use a floating holiday after completion of their trial work period.

Section 2. 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.

Section 3. 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

Section 1. Regular full-time Employees shall earn vacation according to the following schedule of years of completed employment:

Years Completed	<u>*Hours Per Pay Period</u>
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.

Section 2. A maximum of two hundred forty (240) hours for employees working eight hours per day and two hundred twenty-five (225) hours for employees working 7.5 hours per day of unused vacation time will be allowed to be carried forward on January 1 of each year.

Section 3. 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.

Section 4. All Employees, except probationary Employees shall be paid for unused vacation at termination.

Section 5. 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.

Section 6. Should an Employee be laid off, said Employee shall have the option of receiving a cash payment for all accumulated vacation hours. If an Employee elects to receive a cash payment, the County will issue a check for accumulated vacation hours within two (2) weeks of the request.

If an Employee elects to receive a cash payment for accumulated vacation hours, said Employee will retain his/her right to recall, as provided for under Article XII of this Agreement.

ARTICLE IX. FUNERAL LEAVE

Section 1. 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, son-in-law, daughter-in-law, brother-in-law, sister-in-law or spouse's siblings, parents, step-parents, grandparents, children, grandchildren, or for a member of the 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 Head.

Section 2. With approval of their Department Head, Employees may use up to 7.5* hours of accumulated sick leave to attend the funeral of persons other than those listed in Section 1.

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

ARTICLE X.
SICK LEAVE

Section 1. 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 hours per week employment.

Section 2. Employees will continue to accrue all contractual benefits while on paid sick leave.

Section 3. 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.

Section 4. Regularly scheduled part-time Employees will earn sick leave on a pro-rated basis.

Section 5. Employees who have reached the maximum sick leave accrual shall continue to earn sick leave at the rate of 1.73 hours per pay period. Said sick leave will be placed in a catastrophic sick leave bank. Accrued leave in the catastrophic sick leave bank may only be used when the regular sick leave bank has been exhausted. At any time the regular sick leave bank falls below the maximum limit, as stated in this Agreement, the Employee shall earn sick leave at the rate of 3.46 hours per pay period, until such time as the maximum limit is reached.

Any leave in an Employee's catastrophic bank shall not be included in the calculation of severance pay as provided for by Article XX, Section 1.

**ARTICLE XI.
PAID TIME OFF**

Employees hired after ratification of the collective bargaining agreement 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.

Existing employees shall have a one month period following the ratification of the collective bargaining agreement to transition to Paid Time Off, Policy 315, in lieu of the Vacation Article VIII and Sick Leave Article X in the collective bargaining agreement. The transition process to Paid Time Off includes conversion of 100% of accrued vacation time and 60% of accrued sick leave up to an overall cap of 400 hours or 375 hours for employees regularly scheduled to work 37.5 hours per week.

Sec. 1 All full time employees hired after the ratification of this Agreement shall participate in the County's PTO program and not Article VIII Vacation and Article X Sick Leave.

Sec. 2 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. 3 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 at any time.

Sec. 4 Upon termination of employment, employees shall be paid for any unused PTO that has been earned through the last day of work.

Sec. 5 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. 6 Any current full-time employees hired before the ratification date of this Agreement shall have the option to transition to the County's Paid Time Off program for the one month period following ratification. In this event, existing vacation time shall transfer to PTO on a 100% basis and existing sick time will transfer to PTO on a 60% basis up to a total of 400 hours. 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.

- Sec. 7 The County will contribute \$15.00 per month towards a core Short Term Disability benefit with the selection of Paid Time Off.

ARTICLE XII
LEAVES OF ABSENCES

Section 1. General Conditions:

- a. 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. An absence longer than thirty (30) days, whether with or without pay, shall be approved by the County Administrator in advance. An Employee on leave of absence without pay shall not accrue vacation, sick leave or PTO benefits during the leave.
- b. Request for authorization for leaves shall be answered promptly.
- c. 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.
- d. Employees may continue health, dental, and life insurance at his/her own expense while on unpaid leave of absence.
- e. Employees may elect to use vacation, sick leave or PTO (where applicable) in conjunction with leaves of absence.

Section 2. Paid Leaves:

Paid Military Leave: Any Employee who is a member of a military reserve force of the United States or 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, personal leave, 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 the grievance procedure.

Section 3. 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 the serious health condition of the Employee, the Employee's spouse, children, or parents in accordance with Minnesota Statute 181 or the Family Medical Leave Act. The Employer determines that the 12-month period for benefits allowed or guaranteed by the Family Medical Leave Act (FMLA) to be the 12-month period measured forward from the date any Employee's first FMLA leave begins.

Unpaid Personal Leave: Unpaid leaves of absence may be granted for personal reasons at the County Administrator's discretion.

Unpaid Parental Leave: The Employer shall grant Employees 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 Administrator pursuant to the provisions of Section 1.

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 Administrator.

ARTICLE XIII.
SENIORITY

Section 1. 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 the 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.

Section 2. An Employee promoted to a position not in the bargaining unit will not lose his or her seniority status in the job classification held prior to promotion until he or she completes his or her trial work period in the new position.

Section 3. In the 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 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.

Section 4. 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

Section 1. Posting: Any vacancy or newly created position within the bargaining unit shall be posted in a conspicuous place in the Extension Department, Sheriff's Department, Public Health Department, Highway Department, Courthouse, and any other location specified by the Union. 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.

Section 2. 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 of the scale for the new position above the Employee's rate of pay prior to promotion, or the step that provides at minimum a five percent (5%) increase, whichever is greater. The first day of work in the new position shall be the date of anniversary for future Step increases. For the purposes of this Article, promotion shall be defined as moving to any position that is assigned to a higher pay scale.

Section 3. Filling of Vacancies or Newly Created Position: Vacancies or newly created positions shall be filled from among Employees within the bargaining unit whenever possible. The Employer shall fill the vacancy by hiring, promoting or transferring the most qualified applicant. When promoting or transferring from within the bargaining unit, seniority shall be given high priority but selection of the most qualified applicant shall prevail. The Employer may require that a promoted or transferred Employee serve a trial work period not to exceed forty-five (45) days. The Employer may return the Employee to his or her former position during the trial 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) days in the position to which he or she has been promoted or transferred.

ARTICLE XV. GRIEVANCE PROCEDURE

Section 1. 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.

Section 2. 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.

Section 3. Grievances shall be resolved in accordance with the following procedure:

Step 1) The Steward, with or without the Employee, shall inform the Department Head 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.

Section 4. 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.

Section 5. 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.

Section 6. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specific 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.)

Section 7. 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 the 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 7 shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE XVI. DISCIPLINE AND DISCHARGE

Section 1. Employees shall be disciplined and discharged only for just cause. Discipline will be in one or more of the following forms:

- a. Oral Reprimand
- b. Written Reprimand
- c. Suspension
- d. Demotion
- e. Discharge

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

Section 2. 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.

Section 3. 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.

ARTICLE XVII. INSURANCE

Section 1. Worker's Compensation: 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.

Section 2. Effective January 1, 2017, the Employer shall pay 90% of the cost of single coverage for all regular full-time employees for the base group hospital and medical insurance deductible plan (currently \$250 deductible, \$10 generic drug plan), and the Employer shall pay 80% of the family coverage premium cost for the base group hospital and medical insurance deductible plan (currently \$250 deductible, \$10 generic drug plan.) Effective January 1, 2018 and January 1, 2019, the Employer shall pay 100% of the cost of single coverage for all regular full-time employees for the base group hospital and medical insurance deductible plan (currently \$250 deductible, \$10 generic drug plan), and the Employer shall pay 70% of the family coverage premium cost for the base group hospital and medical insurance deductible plan (currently \$250 deductible, \$10 generic drug plan.)_Any additional cost of the premium shall be paid by the Employee through payroll deduction. The County will offer an HSA/VEBA option in those years in which the County qualifies to offer such an option.

Section 3. 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.

ARTICLE XVIII. PAY PERIODS

Section 1. Pay periods will be every two weeks according to a schedule established by the County. When a pay day falls on a holiday, the Employer will make every effort to provide

paychecks to Employees in advance of the holidays.

ARTICLE XIX
WAGES

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

2.0% wage increase, effective January 1, 2017 (retroactive)

Implementation of the 2018 Springsted Pay Scale and placement on the closest step on the 11 step pay scale that provides the employee with a wage increase, effective January 1, 2018. (The 2018 Springsted Pay Scale includes a 2.5% general wage increase over the 2017 Springsted Pay Scale.)

3.0% wage increase, effective January 1, 2019

Eligible employees shall receive step increases each year of the contract.

ARTICLE XX.
NON -DISCRIMINATION

Section 1. 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, or status with regard to public assistance. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2. All references 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.

Section 3. 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 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 join the Union and will not discriminate against any Employee in the administration of the agreement because of non-membership in the Union.

ARTICLE XXI.
EXPENSES AND MILEAGE

Section 1. The Employer will reimburse Employees for lodging, transportation, meals, parking, and necessary expenses when attending approved workshops, conferences, in-service training sessions, and seminars and all other County assigned business. Prior to incurring

reimbursable expenses requests must be approved by the Department Head.

Section 2. 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.

Section 3. 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

Section 1. All Employees, upon retirement, termination, 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.

Section 2. Employees with less than five (5) years of service will not be eligible for severance pay, unless they are eligible for severance for retirement benefits under Social Security or PERA or in case of death.

ARTICLE XXIII GENERAL PROVISIONS

Section 1 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.

Section 2. 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.

Section 3. Subcontracting: The Employer reserves the right to subcontract 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.

Section 4. 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.

Section 5. Pay Equity: 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, 2017 and shall remain in full force and effect until December 31, 2019 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 XXIV.
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)

	Recognition Certificate
5 years	
10 years	Recognition Certificate and \$ 50 chamber bucks *
15 years	Recognition Certificate and \$100 chamber bucks *
20 years	Recognition Certificate and \$150 chamber bucks *
25 years	Recognition Certificate and \$200 chamber bucks *
30 years	Recognition Certificate and \$250 chamber bucks *
35 years	Recognition Certificate and \$300 chamber bucks *

*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 chamber bucks.

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.

SIGNATURE PAGE

FOR THE COUNTY OF WABASHA:

Cheryl Key
Chair – Wabasha County Board Date

[Signature] 9/18/17
County Administrator Date

FOR AFSCME COUNCIL 65, LOCAL 3542:

[Signature] 9/18/17
Local Union President Date

[Signature] 9/18/17
Local Union Secretary Date

[Signature] 9/18/17
Staff Representative Date

ATTEST:

[Signature] 9.19.17
County Attorney Date

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 Schedule

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 8 Hours per occurrence, assuming 26 pay periods per year.

APPENDIX "B"
Courthouse
2017 POSITION/GRADE DESCRIPTIONS AND STEP
INFORMATION

GRADE 1:No positions at this level.

GRADE 2: Clerk I and Custodian.

GRADE 3, 4 & 5:No positions at these levels.

GRADE 6: Clerk Typist IIIA, Deputy A/T Clerk, Deputy Recorder Clerk, Highway Engineering Tech I, Administrative Secretary, Clerk III, Clerk Typist III.

GRADE 7: Legal Secretary, Appraiser (Non-certified).

GRADE 8: Stationary Engineer, Accounting Coordinator (Highway & Public Health), Paralegal, Administrative Assistant (Ct. Serv.), Public Health Specialist (Non-certified), Highway Engineering Tech II.

GRADE 9: Planning & Zoning Officer, Chief Deputy Recorder, Chief Deputy A/T, Public Health Specialist (Certified).

GRADE 10: Appraiser (Certified), Highway Engineering Tech III.

The following describes movement through the Wage/Salary Schedule included as Appendix C of this Agreement.

STARTING WAGE – Rate of pay at date of hire
STEP 1 – Rate of pay after completion of ONE YEAR
STEP 2 – Rate of pay after completion of TWO YEARS
STEP 3 – Rate of pay after completion of THREE YEARS
STEP 4 – Rate of pay after completion of FOUR YEARS
STEP 5 – Rate of pay after completion of FIVE YEARS
STEP 6 – Rate of pay after completion of SIX YEARS
STEP 7 – Rate of pay after completion of SEVEN YEARS
STEP 8 – Rate of pay after completion of EIGHT YEARS
STEP 9 – Rate of pay after completion of NINE YEARS
STEP 10 – Rate of pay after completion of TEN YEARS
STEP 11 – Rate of pay after completion of ELEVEN YEARS
STEP 12 – Rate of pay after completion of TWELVE YEARS

Delete page effective January 1, 2018 consistent with the implementation of Springsted Pay Scale.

2018-2019 POSITION/GRADE INFORMATION

GRADE 4:	Clerk-Assessor's Office, Custodian
GRADE 5:	Clerk-Auditor/Treasurer's Office, Administrative Assistant (Jail & Veteran's Office), Maintenance Technician
GRADE 6:	Administrative Assistant (Court Services & Environmental Services), Office Assistant-Sheriff's Office, Deputy Recorder
GRADE 7:	Deputy Auditor/Treasurer, Legal Secretary
GRADE 8:	Accounting/Administrative Assistant (Sheriff's Office), Paralegal, Appraisers
GRADE 9:	Accounting Coordinator (Public Health & Highway), Highway Engineering Technician II, Chief Deputy Recorder
GRADE 10:	Certified Appraisers, Chief Deputy Auditor/Treasurer
GRADE 11:	Highway Engineering Technician III, Environmental Health Specialist

APPENDIX "C"
HOURLY WAGE SCHEDULE FOR 2017

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade 1	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$12.18	\$12.56	\$12.88	\$13.27	\$13.64	\$14.03	\$14.42	\$14.83	\$15.25	\$15.69	\$16.16	\$16.61	\$17.11
Grade 2	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$13.70	\$14.09	\$14.49	\$14.91	\$15.33	\$15.78	\$16.23	\$16.69	\$17.17	\$17.67	\$18.18	\$18.69	\$19.26
Grade 3	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$14.43	\$14.85	\$15.29	\$15.72	\$16.17	\$16.62	\$17.11	\$17.61	\$18.11	\$18.63	\$19.17	\$19.72	\$20.31
Grade 4	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$14.58	\$14.99	\$15.43	\$15.86	\$16.33	\$16.80	\$17.27	\$17.76	\$18.27	\$18.81	\$19.35	\$19.92	\$20.52
Grade 5	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$14.71	\$15.12	\$15.58	\$16.02	\$16.47	\$16.94	\$17.43	\$17.93	\$18.46	\$18.98	\$19.52	\$20.10	\$20.71
Grade 6	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$15.98	\$16.44	\$16.92	\$17.40	\$17.91	\$18.44	\$18.95	\$19.50	\$20.07	\$20.66	\$21.25	\$21.87	\$22.52
Grade 7	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$18.45	\$18.96	\$19.51	\$20.08	\$20.67	\$21.26	\$21.88	\$22.51	\$23.17	\$23.86	\$24.53	\$25.27	\$26.03
Grade 8	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$19.62	\$20.21	\$20.78	\$21.38	\$21.98	\$22.64	\$23.29	\$23.97	\$24.69	\$25.40	\$26.13	\$26.91	\$27.71
Grade 9	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$20.39	\$20.98	\$21.61	\$22.23	\$22.89	\$23.53	\$24.23	\$24.95	\$25.66	\$26.41	\$27.19	\$27.97	\$28.82
Grade 10	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$21.35	\$21.95	\$22.61	\$23.25	\$23.94	\$24.63	\$25.35	\$26.09	\$26.86	\$27.64	\$28.44	\$29.26	\$30.15

Increase: 2% 2017

APPENDIX "D"

HOURLY WAGE SCHEDULES FOR 2018

Grade	Step										
	1	2	3	4	5	6	7	8	9	10	11
4	15.7321	16.1769	16.6344	17.1047	17.5884	18.0858	18.5831	19.0942	19.6193	20.1588	20.7132
5	16.7546	17.2284	17.7156	18.2166	18.7317	19.2614	19.7910	20.3353	20.8945	21.4691	22.0595
6	17.8437	18.3483	18.8671	19.4006	19.9492	20.5133	21.0775	21.6571	22.2527	22.8646	23.4934
7	19.0035	19.5409	20.0935	20.6617	21.2459	21.8467	22.4475	23.0648	23.6991	24.3508	25.0205
8	20.2388	20.8111	21.3995	22.0047	22.6269	23.2668	23.9066	24.5640	25.2395	25.9336	26.6468
9	21.5543	22.1638	22.7905	23.4350	24.0977	24.7791	25.4605	26.1607	26.8801	27.6193	28.3788
10	22.9553	23.6044	24.2719	24.9583	25.6640	26.3897	27.1155	27.8611	28.6273	29.4146	30.2235
11	24.4474	25.1387	25.8496	26.5805	27.3322	28.1051	28.8780	29.6721	30.4881	31.3265	32.1880

HOURLY WAGE SCHEDULES FOR 2019

Grade	Step										
	1	2	3	4	5	6	7	8	9	10	11
4	16.2040	16.6623	17.1334	17.6179	18.1161	18.6284	19.1407	19.6670	20.2079	20.7636	21.3346
5	17.2573	17.7453	18.2471	18.7631	19.2937	19.8392	20.3848	20.9454	21.5214	22.1132	22.7214
6	18.3790	18.8988	19.4332	19.9827	20.5477	21.1288	21.7098	22.3069	22.9203	23.5506	24.1982
7	19.5737	20.1272	20.6963	21.2816	21.8834	22.5022	23.1210	23.7568	24.4101	25.0814	25.7711
8	20.8460	21.4354	22.0416	22.6649	23.3058	23.9648	24.6238	25.3010	25.9968	26.7117	27.4463
9	22.2009	22.8287	23.4743	24.1381	24.8206	25.5225	26.2244	26.9456	27.6866	28.4479	29.2303
10	23.6440	24.3126	25.0001	25.7071	26.4340	27.1815	27.9290	28.6970	29.4862	30.2971	31.1302
11	25.1809	25.8929	26.6251	27.3780	28.1522	28.9483	29.7444	30.5623	31.4028	32.2664	33.1537

WABASHA COUNTY BOARD OF COMMISSIONERS

AND

THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 65
LOCAL #3542 (COURTHOUSE 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 #3542 (Courthouse 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 the assignment of employees to work overtime.

FOR THE COUNTY OF WABASHA

FOR AFSCME COUNCIL 65, LOCAL 3542:

Cheyl Key
Chair - Wabasha County Board Date

Anne Neuner 9/18/17
Local Union President Date

[Signature] 9/18/17
County Administrator Date

May Aaron 9/18/17
Staff Representative Date

WABASHA COUNTY

And

MINNESOTA AFCME COUNCIL 65,
LOCAL 3542 COURTHOUSE UNIT

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Wabasha County (hereinafter, "County") and Minnesota AFSCME Council 65, Local 3542 Courthouse Unit (hereinafter, "Union") are parties to a Collective Bargaining Agreement; and

WHEREAS, the cost of healthcare is rising every year; 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, Employees who have completed Ten (10) or more years of service, shall have all their Unused Sick Leave, as referred to in Article XX, transferred into a Tax-Free, Employer Sponsored Healthcare Savings Plan which is administered by the Minnesota State Retirement System.

BE IT FURTHER RESOLVED;

That only those individuals with severance exceeding \$500 in value shall be eligible for this program, anything \$500 or under will be paid out. This program shall be available for the duration of the current contract and must be reaffirmed in each subsequent contract.

FOR THE COUNTY OF WABASHA

Cheryl Key
Chair - Wabasha County Board Date

[Signature] 9/18/17
County Administrator Date

FOR AFSCME COUNCIL 65, LOCAL 3542:

[Signature] 9/18/17
Local Union President Date

[Signature] 9/18/17
Staff Representative Date

