

A G R E E M E N T

between

COUNTY OF AITKIN, MINNESOTA

and

**COURTHOUSE EMPLOYEES
AFSCME, AFL-CIO, LOCAL UNION #667**

JANUARY 1, 2017 - DECEMBER 31, 2018

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AGREEMENT

Entered into by and between the Board of Aitkin County, hereinafter referred to as the "Board", and Local Union No. 667, American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the "Union".

ARTICLE 1 **PURPOSE**

It is the intent and purpose of the parties hereto that this Agreement shall promote and ensure a spirit of confidence and cooperation between the Board and its employees, set forth the general policy of the Board on personnel and procedure, establish uniform and equitable rates of pay and hours of work and provide a method for the redress of any grievances the employees may have by virtue of this Agreement or otherwise.

ARTICLE 2 **RECOGNITION**

Section A. The Board hereby recognizes Local No. 667, AFSCME Council 65, AFL-CIO, as the exclusive bargaining agent of the employees of the Aitkin County Courthouse who are employed for more than sixty-seven (67) working days per calendar year and fourteen (14) or more hours per week or thirty-five percent (35%) of the normal week, whichever is the lesser, excluding employees of the Health & Human Services Department, County Extension Educators, supervisor and confidential employees.

Section B. The Board shall not enter into any agreements with the employees coming under the jurisdiction of this policy, either individually or collectively, which in any way conflicts with the terms and conditions of this policy.

Section C. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status, status with regard to public assistance, religious, or political belief.

ARTICLE 3 **DEFINITIONS**

Union: American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization.

Employer: County of Aitkin

Employee: A member of the exclusively recognized bargaining unit.

Permanent Employee: An employee who has completed the probationary period.

Probationary Employee: An employee who has not completed the probationary period.

Seasonal Employee: A temporary employee hired to cover increased workloads in a department due to peak business demands.

Union Member: A member of AFSCME Local No. 667.

ARTICLE 4 EMPLOYEE RIGHTS

Section A.

In Recognition of the Union as the Exclusive Representative

Subd. 1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Subd. 3. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues, in an electronic Excel format or via U.S. mail.

Section B. Fair Share Fee. The Union may collect a Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sec. 179A.06, Subd. 3.

Section C. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section D. Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Board at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned, with prior notification to the Human Resources Director and without undue interruption of work.

Section E. The Board agrees to permit up to three (3) members of the Negotiating Committee to appear at all negotiating meetings with the Employer in negotiations without the loss of pay.

Section F. All matters not covered by this Agreement shall be settled through negotiations between the Board and the Union.

Section G. An employee elected by the Union to represent such Union at International, State or District meetings, which require absence from duty, shall be granted the necessary time off to attend such meetings, without pay, and without discrimination or loss of seniority or other rights. Such time off will be on the following basis:

<u>Type of Meeting</u>	<u>No. of Delegates</u>	<u>Maximum Leave Time</u>
International	2	9 calendar days
State Federation	2	7 calendar days

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State Council	3	2 calendar days
District	3	1 calendar day

In the event that additional time off is necessary for the above and/or other Union business, such time off may be granted subject to the approval of the Employer.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section A. The Employer retains the full, unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial functions not specifically limited by this Agreement.

Section B. Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6 **HOURS OF WORK**

Section A. Courthouse Employees: The normal hours of work for all Courthouse employees shall be eight (8) hours per day and forty (40) hours per week. The regular workday shall start at 8:00 a.m. and shall end at 4:30 p.m., allowing one-half hour for lunch each day. The normal workdays of the week shall be Monday through Friday. Flexible work schedules may be established with approval of the Department Head. Under management rights, the County Board, at any time, can define the working hours of departments.

Section B. Overtime Hours: Overtime compensation will be based on status under the Fair Labor Standards Act. All non-exempt employees who are assigned by the Employer to work in excess of 40 hours in a work week shall be compensated for such overtime hours at the rate of one and one-half (1 ½) times the regular straight time rate of pay.

No further comp time shall be accrued.

Section C. Rest Break: If the needs of service permit, all employees shall be allowed two (2) fifteen minute rest breaks in each eight-hour shift at times designated by their immediate supervisor or department head.

Section D. Minimum Call Outs: When a regular employee reports for work in accordance with their work schedule without having previously been notified not to report for work, or if an employee is called back to work after completing their regular workday or is called out for work during their regular scheduled time and/or day off, they shall receive a minimum of two (2) hours work or two (2) hours pay in lieu thereof at the classified rate.

Section E. Based on Days: A "day", for purpose of determining benefits provided for under Articles 4, 7, 8, and 9 shall be the normal daily hours of work provided for by the employees, as referred to in Article 6, Sections A.

ARTICLE 7

HOLIDAY PROVISIONS

Section A. All full-time employees (probationary and non-probationary) shall be entitled to the following paid eight hour holidays:

New Year's Day	Fourth of July	Veterans Day
Presidents Day	Thanksgiving Day	Labor Day
Memorial Day	Friday after Thanksgiving	Christmas Day
Martin Luther King Day		

Part-time (probationary and non-probationary) employees shall be entitled to holiday pay on a pro-rated basis. Seasonal and temporary employees are not eligible for holiday pay.

Section B. When an employee is required to work on any of these holidays, they shall be paid at time and one-half (1-1/2) rates in addition to their regular salary.

Section C. When an employee does not work on any of the above-named holidays, the holiday shall nevertheless count as eight (8) hours worked for the purpose of computing overtime for hours worked in excess of forty (40) in any such week. When necessary, the Department Head and/or County Board may require an employee to work on a holiday.

Section D. When any of the above-named holidays fall on a Sunday, the following day shall be observed as the holiday. When the holiday falls on a Saturday, it shall be observed on the previous Friday.

Section E. When a paid holiday falls during an employee's vacation period, they shall receive holiday pay for that day.

ARTICLE 8

VACATIONS

Section A. All permanent full-time employees shall be granted vacations as follows:

<u>Completed Years of Service</u>	<u>Rate of Accumulation of Vacation Days Per Month of Work</u>	<u>Working Days Employee May Earn as Vacation Per Year</u>
0	1	12 days (96 hours)
3	1-1/4	15 days (120 hours)
5	1-1/2	18 days (144 hours)
10	1-3/4	21 days (168 hours)
15+	2	24 days (192 hours)

Permanent part-time employees shall be entitled to vacation pay on a pro-rated basis up to a total of 40 hours. Probationary part-time employees, new to County employment, shall accumulate vacation days on a pro-rated basis, but may not use any of these days for vacation until they have obtained permanent status, after completing their initial six (6) calendar month probationary period. Seasonal and temporary employees are not eligible for vacation pay.

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A part-time probationary employee, new to County employment, shall accumulate vacation days on a pro-rated basis, but may not use any of these days for vacation until they have obtained permanent status, after completing their initial six (6) calendar month probationary period.

If a documented medical emergency occurs while an employee is on scheduled vacation time, they shall be allowed to switch the vacation to sick leave, with the Employer's approval.

Section B. Vacation is granted for the purpose of employee recreation and, therefore, no employee shall be permitted to waive such vacation for the purpose of receiving double pay. However, an employee that is not working because of illness or injury and has exhausted all accrued sick leave will be permitted to draw from earned vacation pay in lieu of a vacation.

Section C. Upon termination of employment, permanent employees shall be paid for any accumulated vacation credits, unless the employee is terminated for just cause.

Section D. An employee may accumulate vacation hours up to a maximum of 28 days (224 hours). Vacation days over the 28 day (224 hours) maximum will be forfeited as accumulated on the monthly rate until such time as the employee is below the 28 day (224 hours) maximum.

Section E. A full-time probationary employee, new to County employment, shall accumulate vacation days at the rate of one (1) day (8 hours) per month, but may not use any of these days for vacation until they have obtained permanent status, after completing their initial six (6) calendar month probationary period. Permanent employees in a trial period due to a transfer shall be entitled to normal vacation accumulation use.

Section F. In the event of the death of an employee, the employee's accumulated vacation credits shall be paid to the employee's estate.

ARTICLE 9

SICK LEAVE / CARE OF RELATIVES

Section A. Sick leave with pay shall be granted to all full-time employees at the rate of one (1) day (8 hours) per month of continuous employment and the employee shall be allowed to accumulate any unused sick leave from year to year up to a total of one hundred twenty (120) days (960 hours). Employees begin earning sick leave as of the day of employment and may use sick leave during the probationary period.

Part-time (probationary and non-probationary) employees shall be entitled to sick leave pay on a pro-rated basis up to a total of 40 hours. Seasonal and temporary employees are not eligible for sick leave pay.

Section B. Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care. For the purpose of this paragraph, immediate family is defined as; spouse, child, step child, adult child, parent, step parent, mother-in-law, father-in-law, or grandchild. The Department Head may require a doctor's certificate showing the nature of an injury of illness. The County will administer

FMLA in accordance with County policy.

Sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.

Section C. There shall be no loss of seniority to an employee because of sickness or injury.

ARTICLE 10 **EDUCATIONAL TUITION**

Continuing education will be established and utilized to improve performance in the current position and/or prepare the employee for advancement within County Government. This will be in addition to training required to maintain licenses and certifications. Training expenses may be paid by the County as outlined below:

The cost of participation in formalized courses of study will be reimbursed to an employee who has permanent status in the amount equal to one-third (1/3) of the tuition cost provided:

1. That the course is germane to the duties of the employee's job.
2. That the employee satisfactorily completes the course and receives either a "P" in a Pass/No Pass course, or at least a "B-" in an A-F course.
3. That the employee remains in the employment of Aitkin County for a period of one year following completion of the course, or they shall reimburse the County for any costs incurred by the County because of such schooling.
4. That the course be approved by the Department Head and the County Board prior to taking the course.
5. It shall be noted that the cost of "tuition" is covered; this does not include books or other assessed administrative fees.

ARTICLE 11 **LEAVES OF ABSENCE**

Section A. Paid Leave:

Subd. 1. Funeral: A maximum of three (3) days (24 hours) leave without loss of pay will be allowed when a death occurs in an employee's family, which shall be construed to mean husband, wife, son, daughter, step child, father, mother, step parent, sister, brother, step sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Two (2) additional days (16 hours) may be allowed when necessary, subject to the approval of the Employer. Additional time, if needed, may be allowed by the Employer, but such additional time in excess of the five (5) days (40 hours) provided above shall be charged against the employee's sick leave.

Part-time (probationary and non-probationary) employees shall be entitled to funeral leave on a pro-rated basis. Seasonal and temporary employees are not eligible for funeral leave with pay.

Subd. 2. Personal: Full-time (probationary and non-probationary) employees shall be granted eight (8) hours of personal leave each quarter, and may accumulate up to 32 hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death.

Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. Seasonal and temporary employees are not entitled to personal leave with pay.

Subd. 3. Jury Duty: Employees required to serve on jury duty shall be paid the difference between pay

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for such jury duty and their normal earnings for all full days' absence. Employees shall keep expenses reimbursed to them by the court for jury duty services. If an employee is excused from jury duty after reporting and returning to work, they shall suffer no loss in pay for the day.

Section B. Unpaid Leave other than Family and Medical Leave:

Subd. 1. The employee requesting a leave of absence up to thirty (30) calendar days, may apply for same in writing to the Department Head for consideration of their approval. The request shall include the length of leave requested and the reason for said leave. The department head shall approve or deny said request within five (5) working days of the request. Emergency requests shall be considered at the time received.

Subd. 2. The employee requesting a leave of absence greater than thirty (30) calendar days, may apply for same in writing to the County Administrator for consideration of their approval. The request shall include the length of leave requested and the reason for said leave.

Subd. 3. Employees who are on an unpaid leave of absence shall receive no pay or benefits as apply to sick leave, holidays, vacations, etc., and shall accrue seniority for a period of thirty (30) calendar days only.

Subd. 4. Temporary employees may be used to fill in for employees who are on an authorized leave of absence. Such employees shall be notified that the position they are filling is of a temporary nature and will cease upon the return of the individual who is on the leave of absence.

Subd. 5. The probationary period shall be extended by a period of time equal to the total number of calendar days on leave.

Section C. Family and Medical Leave:

Family and Medical Leave shall be granted in accordance with legal mandates and Aitkin County policy.

ARTICLE 12

SENIORITY

Section A. Seniority standing shall be granted to all employees. The standing is to be determined on the basis of total length of continuous employment for Aitkin County. Permanent full-time and permanent part-time employees shall be placed on the seniority list as of the first day of employment upon the completion of a six (6) calendar month initial probationary period.

Part-time employees shall accumulate seniority on a part-time basis. For example, a part-time employee who is hired on 7-1-2012 and who works 20 hours per week on average shall be eligible for placement on the seniority list on 1-1-2013 with a seniority date of "10-1-2012". In other words, part-time employees accrue one (1) month of seniority for each 173.33 hours worked in a position that is covered by this Agreement. If a part-time employee goes to full-time employment, his/her total hours of service (in positions covered by this Agreement) will be divided by 2,080 to establish an effective seniority date. Pro ration shall be based on full-time hours of 2,080 hours per year.

Section B. A permanent employee shall lose their seniority standing upon voluntary resignation from employment, after lay off of one year, or upon discharge for cause after a hearing provided herein.

Section C. In the event a general layoff is contemplated, the Board agrees to call the Union President

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and to discuss the problem before any action is taken.

In the event of a layoff, a reduction in force or the elimination of a position, a senior laid off employee may exert seniority preference over the least senior employee in any lateral or lower job classification, provided the senior employee has the necessary qualifications to perform the duties of the job involved. Employees who are laid off shall retain recall rights for one year from the effective date of layoff and will be recalled according to seniority in the inverse order of layoffs. Such employees shall be notified in writing regarding such layoff, reduction of force or elimination of position as well as rehiring, as the case may be.

Section D. There shall be no replacement of permanent employees by relief workers, nor shall a relief worker be placed in any classified position.

Section E. Seniority lists shall be brought up to date on January 1 of each calendar year and posted on employee bulletin boards. Copies of seniority lists shall be sent to the Secretary and President of the Union. Full and part time employees shall be on the same seniority list. Part-time seniority shall be based and accumulated at the rate of 2080 hours and receive step increases as defined in Article 12, Section A, above.

Section F. Seniority: Step increases will be granted on compensated hours and based on full-time hours of 2,080 hours for any office of 40 hours a week per year.

Section G. Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to War Veteran's employment, discharge, or promotion.

Section H. Notice of bargaining unit vacancies and newly created positions shall be posted internally for five (5) working days. Notices shall be sent to the County park shop, license center, and posted on the bulletin board by the Assessor's office, in the main lobby of the courthouse, and by the Human Resources office.

The qualified employee with the highest rating in the selection process shall be offered the vacancy or newly created position. When the selection process rating results in a tie, the senior candidate will be selected. If, after five (5) working days, the position is not filled, the County may seek to fill the vacancy or newly created position from outside the bargaining unit.

Section I. Newly hired probationary employees shall not be eligible to post for other positions until they have completed their initial six (6) calendar month probationary period.

Section J. Employees who transfer to a new position would serve a three (3) month trial period. During the trial period, either the employee or the County could request that the employee return to their previous position and rate of pay. The trial period may be extended one additional month by mutual agreement. Any employee filling a vacancy that the trial employee returns to shall also revert back to their former position and rate of pay. If the trial employee returns to their original position, the employer may elect to re-post the position, or they may fill the vacancy with the next qualified candidate from the original posting.

ARTICLE 13

DISCIPLINE

Section A. Disciplinary action may be imposed upon a permanent employee only for just cause. Any disciplinary action imposed may be processed as a grievance through the regular grievance procedure as provided. Disciplinary action shall include only the following: (A) oral reprimand; (B) written reprimand; (C) suspension; (D) demotion; or (E) discharge.

The Employer shall not take disciplinary action against an employee unless the employee has been given the opportunity to have a Union representative present. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section B. An employee may be temporarily suspended for just cause. The employee shall be notified of the reasons for their suspension, in writing, at the time of suspension. If the employee feels they have been suspended without just cause or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within ten (10) days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

Section C. An employee shall be discharged only for just cause. An action to discharge an employee shall be taken by the appointing authority only after a hearing upon due notice, upon stated charges, in writing. The statement of charges and the notice of hearing shall be filed with the employee at least ten (10) days in advance of the hearing. The employee and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence during the period in which the hearing takes place, but his or her name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension.

Section D. An employee suspended for just cause shall accrue no benefits during that period.

ARTICLE 14

GRIEVANCE PROCEDURE

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

Section B. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of such Union representatives and of their successors when so designated.

Section C. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

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Section D. Grievances, as defined by Article 14, Section A, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give and answer to such Step 1 grievance within fifteen (15) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within fifteen (15) working days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) working days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) working days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Union the Employer's answer in writing within five (5) working days after receipt of such Step 3 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 3 may be appealed to Step 4 within five (5) working days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 within five (5) working days shall be considered waived.

Step 4. If no settlement is reached in Step 3, the grievance shall be submitted to arbitration, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) working days after submission of the grievance to arbitration, either party may then request of the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall enter and strike one name until one name remains. The last remaining individual shall be designated as arbitrator. The grieving party shall strike first. The hearing on the grievance will be held promptly by the arbitrator, and the decision shall be rendered within thirty (30) days of the date of hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

Section E. Arbitrator's Authority:

Subd. 1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue submitted.

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Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the end of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section F. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof in writing, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied and move the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union in writing.

Section G. Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 14 or a procedure such as: Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 14, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 14, or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making subsequent appeal through Step 4 of Article 14 except that with respect to statutes under the jurisdiction of the United States Equal Opportunity Employment Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 15

INSURANCE

Section A. Group Health Insurance and HSA

The Employer agrees to offer a Group Health Insurance plan equivalent to existing coverage, subject to the provisions of this Article and limitations, benefit and conditions established by the contract with the insurance carrier. The aggregate value of benefits provided by the group health insurance contract for employees covered by this collective bargaining agreement shall not be reduced, unless the employer and union agree to a reduction in benefits.

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

The Employer shall contribute on behalf of eligible permanent and probationary employees working thirty (30) or more hours per week as follows:

HSA Compatible Plan	Employer's Share of the Premium per month	Employee's Share of the Premium per month
Single	\$502.48 per month for 2017. To be determined for 2018.	\$0/month for 2017. \$0/month for 2018.
Single + 1	\$1,005.24 per month for 2017. To be determined for 2018.	\$150.00/month for 2017. \$150.00/month for 2018.
Family	\$1,142.82 per month for 2017. To be determined for 2018.	\$300.00/month for 2017. \$300.00/month for 2018.

The Employer's contribution shall not exceed the cost of the premium.

The employer may offer a waiver plan by county policy.

The employee may "buy up" to available higher cost plans by paying the premium difference. However, note, there is no employer HSA contribution offered on the higher cost plans.

Effective January 1, 2017, the Employer shall make a contribution to each eligible employee's HSA account, pro-rated by pay period [over 24 pay periods per year], as follows:

Single	\$2,260 per year, pro-rated by pay period
Single + 1	\$3,260 per year, pro-rated by pay period
Family	\$3,260 per year, pro-rated by pay period

Eligible employees will receive a pro-rated HSA contribution for all pay periods in which the employee is in a compensated payroll status or on FMLA.

The Employer shall be obligated to make only one (1) HSA account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution on behalf of the employee.

2017 - 2018 AFSCME COURTHOUSE AGREEMENT

Section B. The County Board agrees to provide and pay for a life insurance policy of \$15,000.00 for all employees, and to provide life insurance coverage of \$10,000.00 for their spouses and dependents to age 26.

Section C. Full-time employees shall have the option to purchase long-term disability insurance and other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the County and the insurance carrier.

ARTICLE 16 TEMPORARY OR SEASONAL POSITIONS

Seasonal employees will be used under the following conditions: A. As needed, individuals can work over sixty-seven (67) days per calendar year or 100 days if a student as defined in PELRA, up to one hundred thirty four (134) days per calendar year. B. Wages for the first sixty-seven (67) days will be set by County Board policy, or 100 days if a student as defined in PELRA. Wages after the sixty-seven (67) days or 100 days if a student as defined in PELRA shall be as set in Wage Appendix B. C. Seasonal employees will not displace permanent full time employees from their usual and customary work. D. Seasonal employees receive no benefits.

ARTICLE 17 WAGE ADMINISTRATION

Section A. Pay days for all employees under the jurisdiction of this Agreement shall be bi-weekly on a Friday.

Section B. The hourly pay for all employees is as per Appendix B. If an employee's salary currently exceeds the maximum of their pay scale, their salary will be frozen until the pay scale catches up.

Section C. An employee who is promoted to a higher paid classification would be placed on the step that results in at least a \$0.25 per hour increase. Thereafter, the employee would receive step increases as provided for by the Agreement.

An employee who posts for a job at a lower classification pay rate or who exercises seniority preference into a lower classification would move to the lower classification at the same longevity step as their previous position.

An employee whose job classification is upgraded will be placed on the step in the new pay range that results in at least a \$0.75 per hour increase.

Section D.

Effective January 1, 2017, employees covered by this Agreement shall be paid in accordance with Appendix B.

1/1/2017 3.0% general adjustment, no step increase.

1/1/2017 \$575.00 one-time lump sum payment (taxable income) to all full-time employees who have 15 or more years of service with Aitkin County as of 12/31/2016.

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

2017 - 2018 AFSCME COURTHOUSE AGREEMENT

Effective January 1, 2018, employees covered by this Agreement shall be paid in accordance with Appendix B.

1/1/2018 0% general adjustment. Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1, 2018.

1/1/2018 \$575.00 one-time lump sum payment (taxable income) to all full-time employees who have 15 or more years of service with Aitkin County as of 12/31/2017.

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

All employees shall remain at their rate of pay at the expiration date of this Agreement until a new Agreement is executed by the parties.

ARTICLE 18 SAVINGS CLAUSE

In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision shall be null and void and the parties may, if they mutually agree, negotiate language to replace the voided provision. All other provisions shall continue in full force and effect.

ARTICLE 19 DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from January 1, 2017 to December 31, 2018, and from year to year thereafter unless either party hereto shall give written notice sixty (60) days prior to the annual expiration date of a desire to terminate or amend said Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above stated.

BOARD OF COMMISSIONERS
COUNTY OF AITKIN, MINNESOTA
COUNTY OF AITKIN
[Signature]
Board Chair
[Signature]
Interim County Administrator
[Signature]
Human Resources Director
10/12/2016
Date

LOCAL UNION NO. 667
AFSCME, AFL-CIO
[Signature]
AFSCME Staff Representative 11.7.16
[Signature]
AFSCME #667
10/13/16
Date

APPENDIX A

JOB CLASSIFICATIONS

<u>CLASSIFICATION LIST</u>	<u>GRADE</u>
COOK-SHERIFF	1
CUSTODIAN	2
OFFICE ASSISTANT I (FORMERLY CLERICAL-ASSESSOR)	2
OFFICE ASSISTANT II (FORMERLY CLERK-ASSESSOR)	3
PARKS CUSTODIAN -PARKS DEPT (FORMERLY PARKS FOREMAN).	2
ASSISTANT LAND SURVEY TECHNICIAN (DC, LAND DEPT.)	3
LICENSE TECHNICIAN	3
RECORDS TECHICIAN-SHERIFF	3
DEPUTY RECORDER	4
UTILITY MAINTENANCE CUSTODIAN	4
CERTIFIED APPRAISER	4
OFFICE ASSISTANT IV (FORMERLY DEPUTY LAND COMMISSIONER)	4
DEPUTY TREASURER	4
FORESTRY/PARKS TECHNICIAN	4
SR. LICENSE TECHNICIAN	4
ACCOUNT TECHNICIAN (AUDITOR'S OFFICE)	5
CERTIFIED APPRAISER, SR.	5
CHIEF DEPUTY TREASURER	5
FOREST INVENTORY SPEC. (GT, LAND DEPT., FORMERLY TIMBER INV SPEC.)	5
LAND RECORDS TECHNICIAN (LH, AUDITOR'S OFFICE)	5
LAND SURVEY TECHNICIAN (TF, LAND DEPT.)	5
LEGAL SECRETARY	5
OFFICE ASSISTANT V (FORMERLY SEC/CLERK/BKPR, ZONING)	5
CHIEF DEPUTY RECORDER	6
COMMERICAL APPRAISER	6
FORESTER	6
PARALEGAL	6
RECREATION SPECIALIST	6
ZONING OFFICER	6

MEMORANDUM OF AGREEMENT (CHRISTMAS EVE)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Local No. 667, AFSCME Council 65, AFL-CIO (hereafter "Union")

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during negotiations for the 2017-2018 collective bargaining agreement, the Union requested Christmas Eve be added as a holiday with the intent that when the holiday falls on a Sunday, the following day shall be observed as a holiday and when the holiday falls on a Saturday, it shall be observed on the previous Friday; and

WHEREAS, the County is not interested in adding a new holiday to the collective bargaining agreement; and

WHEREAS, December 24, 2017 falls on a Sunday and the courthouse is already closed the following day for the Christmas holiday; and

WHEREAS, December 24, 2018 falls on a Monday when the courthouse is open for business and courts are in session; and

WHEREAS, the union shared the importance of Christmas Eve to its membership and expressed an understanding that some employees may be required to work on December 24, 2017 and/or December 24, 2018 as assigned;

NOW, THEREFORE, the parties agree as follows:

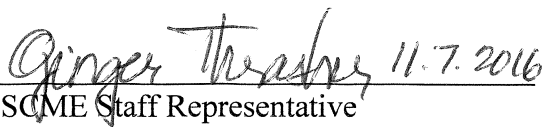
1. The parties agree that employees under this bargaining unit may be absent from their duties with pay, with department head approval, on Friday, December 22, 2017 (in recognition of Christmas Eve on December 24, 2017), and on Monday, December 24, 2018.
2. The parties agree the hours will not be stacked in any way to generate overtime pay.
3. The parties understand some employees will be required to work a full or partial day, as the offices will not be closed. Employees who are required to work on said date(s) will be allowed to take a different day off with pay (or remaining hours with pay for partial day(s), as approved in advance by their department head.
4. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed this 11th day of October, 2016.

BOARD OF COMMISSIONERS
COUNTY OF AITKIN, MINNESOTA
COUNTY OF AITKIN


Board Chair

LOCAL UNION NO. 667
AFSCME, AFL-CIO


AFSCME Staff Representative

MEMORANDUM OF AGREEMENT (TERRY AMERHEIN SICK LEAVE BANK)

MEMORANDUM OF AGREEMENT (TERRY AMERHEIN ADDITIONAL DUTY PAY)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Local No. 667, AFSCME Council 65, AFL-CIO (hereafter "Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during contract negotiations for the current 2015-2016 Agreement, the parties agreed to cap the sick leave accrual in Article 9, Section A, paragraph two, for part-time employees at 40 hours, to read:

Part-time (probationary and non-probationary) employees shall be entitled to sick leave pay on a pro-rated basis up to a total of 40 hours. Seasonal and temporary employees are not eligible for sick leave pay.

WHEREAS, Terry Amerhein had 95.626 hours of sick leave on account as of December 31, 2014 and the payroll conversion was suppose to take place on January 1, 2015, but did not occur until March of 2016 at which time Mr. Amerhein's sick bank was reduced to 40 hours; and

WHEREAS, Terry Amerhein is a Fair Share Fee member of the union and allegedly had no knowledge of this pending change until he was notified by payroll in 2016; and

WHEREAS, the Personnel Committee has discussed this matter and the employer and union desire to be fair and impartial; and

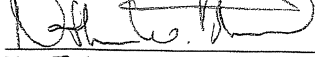
WHEREAS, the employer is agreeable to placing 55.626 hours sick leave into an extended sick leave bank for Mr. Amerhein's use if or when he fully exhausts his primary sick leave bank. As an example, this means, if his primary sick leave bank accrual is at 40 hours and he is off work sick for 48 hours, then 40 hours would be deducted from his primary sick leave bank and 8 hours would be deducted from his extended sick leave bank, reducing the extended sick leave bank to 47.626 hours sick leave;

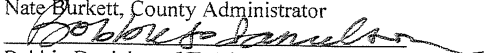
NOW, THEREFORE, the parties agree as follows:

1. The parties agree to place 55.626 hours sick leave into an extended sick leave bank for Terry Amerhein.
2. The parties agree that accrued and unused sick leave hours in the primary and/or extended sick leave bank are not payable at time of resignation or retirement.
3. The parties agree that no grievances will result from any AFSCME member as a result of the 55.626 hours sick leave being placed into an extended sick leave bank for Terry Amerhein.
4. This Memorandum of Agreement shall not be considered to create any binding past practice upon either party and cannot be used as evidence of past practice in subsequent disputes or claims.
5. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 24th day of June, 2016.


FOR THE EMPLOYER
COUNTY OF AITKIN MINNESOTA

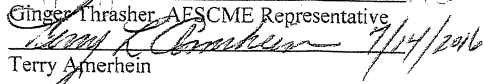


Nate Burkett, County Administrator


Bobbie Danielson, HR Director

FOR THE UNION
AFSCME, AFL-CIO, #667

 7-1-2016

Ginger Thrasher, AFSCME Representative
 7/14/2016

Terry Amerhein