

LABOR AGREEMENT

between

COUNTY OF GOODHUE

and

LOCAL UNION 737

GOODHUE COUNTY EMPLOYEES' CHAPTER

MINNESOTA COUNCIL 65

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

JANUARY 1, 2017 - DECEMBER 31, 2019

TABLE OF CONTENTS

<u>ARTICLE 1 - PURPOSE OF AGREEMENT</u>	3
<u>ARTICLE 2 - RECOGNITION</u>	3
<u>ARTICLE 3 - DEFINITIONS</u>	3
<u>ARTICLE 4 - UNION SECURITY</u>	4
<u>ARTICLE 5 - EMPLOYER SECURITY</u>	5
<u>ARTICLE 6 - EMPLOYER AUTHORITY</u>	5
<u>ARTICLE 7 - GRIEVANCE PROCEDURE</u>	5
<u>ARTICLE 8 - SAVINGS CLAUSE</u>	7
<u>ARTICLE 9 - RIGHT OF SUBCONTRACT</u>	7
<u>ARTICLE 10 - DISCIPLINE</u>	8
<u>ARTICLE 11 - SENIORITY</u>	8
<u>ARTICLE 12 - PROBATIONARY PERIODS</u>	9
<u>ARTICLE 13 - JOB POSTING/PROMOTIONS AND TRANSFERS</u>	9
<u>ARTICLE 14 - WORK SCHEDULES</u>	9
<u>ARTICLE 15 - OVERTIME PAY</u>	10
<u>ARTICLE 16 - HOLIDAYS</u>	11
<u>ARTICLE 17 - VACATIONS</u>	11
<u>ARTICLE 18 - SICK LEAVE</u>	13
<u>ARTICLE 19 - SEVERANCE PAY</u>	14
<u>ARTICLE 20 - HOSPITAL/MEDICAL/LIFE INSURANCE</u>	14
<u>ARTICLE 21 - PAID LEAVE</u>	14
<u>ARTICLE 22 - UNPAID LEAVE</u>	15
<u>ARTICLE 23 - NON-DISCRIMINATION</u>	15
<u>ARTICLE 24 - WAIVER</u>	15
<u>ARTICLE 25 - WAGES</u>	16
<u>ARTICLE 26 - DURATION</u>	16
<u>APPENDIX A - 2009 WAGE SCHEDULE</u>	17
<u>APPENDIX A - 2010 WAGE SCHEDULE</u>	18
<u>APPENDIX A - 2011 WAGE SCHEDULE</u>	19
<u>APPENDIX B - JOB CLASSIFICATIONS & LANGUAGE</u>	20
<u>APPENDIX C - MOU: I.T. TECHNICIAN ON-CALL PROGRAM</u>	23
<u>APPENDIX D - MOU: PAY EQUITY STUDY</u>	24

ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into between the Goodhue County Board, hereinafter called the EMPLOYER, and Local Union No. 737, Goodhue County Employees' Chapter, affiliated with Minnesota Council 65 of the American Federation of State, County & Municipal Employees, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.2 Place in written form the parties' full and complete agreement upon terms and conditions of employment for the duration of the AGREEMENT.

ARTICLE 2 - RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179.71, Subd. 3 in a bargaining unit of the Goodhue County Employees, consisting of the following:

All employees of the County of Goodhue who are employed for more than fourteen (14) hours per week and for more than one hundred (100) work days per year, excluding supervisory employees, confidential employees, and all employees of the Goodhue County Welfare Department, Goodhue County Social Services Department, maintenance employees of the Goodhue County Public Works Department, all members of Law Enforcement Labor Services (LELS) in the Goodhue County Sheriff's Department and District Court Employees employed by the State of Minnesota.

ARTICLE 3 - DEFINITIONS

- 3.1 **UNION:** Local Union No. 737, Goodhue County Employees' Chapter, affiliated with Minnesota Council 65 of the American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.2 **EMPLOYER:** Goodhue County Board.
- 3.3 **UNION MEMBER:** A member of the Local Union No. 737, Goodhue County Employees' Chapter, affiliated with Minnesota Council 65 of the American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.4 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- 3.5 **BASE PAY RATE:** The employee's hourly pay rate exclusive of longevity pay or any other special allowance.
- 3.6 **OVERTIME:** Work performed at the express authorization of the

EMPLOYER in excess of eight (8) hours within a twenty-four (24) hour period or more than forty (40) hours within a seven (7) day period.

3.7 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

3.8 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

3.9 ACT: The Public Employment Labor Relations Act of 1971, as amended.

3.10 IMMEDIATE FAMILY: The employee's mother, father, brother, sister, spouse, son or daughter, mother- or father-in-law, grandparents or ward in the employee's household.

3.11 REGULAR PART-TIME EMPLOYEE: Employee routinely scheduled by the EMPLOYER on a yearly basis less than forty (40) hours per work week.

ARTICLE 4 - UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

4.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction. The EMPLOYER shall remit to the address designated by the Union the aggregate deductions of all employees together with an itemized statement showing the name of each employee from whose pay deductions have been made and amount deducted during the period covered by the remittance. Such remittance shall be made on a monthly basis or on such other periodic basis as may be agreed upon.

4.2 Remit such deduction to the appropriate designated officer of the UNION.

4.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.

4.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this ARTICLE.

4.5 The EMPLOYER agrees to notify the UNION of any new employee covered by this AGREEMENT.

4.6 The EMPLOYER agrees that during the life of this AGREEMENT that the EMPLOYER will not lock out the employees.

4.7 Bulletin Boards

- A. The EMPLOYER agrees to allow the UNION the use of designated bulletin board space for the purpose of posting notices of UNION meetings, notice of UNION elections, results of UNION elections and appointments and other official UNION business and UNION recreation or social affairs.
- B. No information may be posted which represents derogatory attacks directed against any employee, the EMPLOYER, or information concerning candidates for any public office or UNION office.

ARTICLE 5 - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow down, other interruption of, or interference with the normal functions of the EMPLOYER.

ARTICLE 6 - EMPLOYER AUTHORITY

6.1 The EMPLOYER retains the full and 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 the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.

6.2 Any term and 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 7 - GRIEVANCE PROCEDURE

7.1 **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.

7.2 **Union Representatives.** The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

7.3 **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 the UNION Representative shall be

allowed a reasonable amount of time without loss in 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.

7.4 Procedure. Grievances as defined by Section 7.1 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 twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar 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) calendar days after the EMPLOYER-designated representative's final answer to Step 1. Any grievance not appealed in writing in Step 2 by the UNION within ten (10) calendar 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 ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar 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 ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fifteen (15) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within fifteen (15) calendar days shall be considered waived.

Step 4. Mediation of a Grievance: A grievance not resolved in Step 3 may be appealed to Step 4 within fifteen (15) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Such appeal shall be a request to the Bureau of Mediation Services for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the grievance. Any grievance not appealed in writing to Step 4 by the UNION within fifteen (15) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 shall be submitted within thirty (30) calendar days after the mediator or either party determines, and serves all parties in writing, that further mediation would serve no purpose, the grievance may be appealed to arbitration subject to the provisions of the ACT. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of Grievances as established by the State Bureau of Mediation Services. Any grievance not submitted for arbitration within thirty (30) calendar days after the mediator or either party determines, and serves all parties in writing,

that further mediation would serve no purpose shall be considered settled on the basis of the EMPLOYER'S Step 3 response.

7.5 Arbitrator's Authority.

- A. 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 not so submitted.
- B. 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 close of the hearing or submission of briefs by the parties, whichever be 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.
- C. 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.

7.6 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, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that Step, and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE 8 - SAVINGS CLAUSE

This AGREEMENT is subject to law. 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 federal or state administrative ruling or regulation such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 9 - RIGHT OF SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

ARTICLE 10 - DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; and
 - e) discharge.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

ARTICLE 11 - SENIORITY

- 11.1 Employee seniority is the length of continuous service with the EMPLOYER. Employee seniority is broken by a voluntary quit, retirement, or discharge for cause.
- 11.2 Department seniority is the length of service within a County Department.
- 11.3 Job classification seniority is the length of service within a job classification.
- 11.4 Reduction of Work Force. Employees will be reduced on the basis of job classification seniority. Employees will be recalled within job classifications on the basis of job classification seniority. An employee with prior service in a different job classification covered by this agreement may choose to return to the prior job classification if the employee has greater job class seniority in the prior held position than the current incumbent and is deemed to be qualified. The sole determination of qualification will be made by the EMPLOYER.

Determination of qualifications by the EMPLOYER, for the purposes outlined above, will be subject to Steps 1, 2, 3 and 4 of the grievance process stipulated by the labor agreement in Article 7, but not subject to arbitration as provided for in Step 5.

An employee on lay off shall have an opportunity to return to work within the job classification from which the employee was reduced or laid off for a two (2) year period from the time of reduction or lay off, before any new employee is hired or promoted. Any employee on lay off who is notified at the employee's last known address by registered mail to return to work, and who fails to return within twelve (12) work days, shall be considered to be a voluntary termination.

- 11.5 Seniority rosters shall be maintained by the EMPLOYER and be updated every six (6) months. Copies of each seniority roster shall be given to the local Union President and Staff Representative. The Seniority list shall be posted on all UNION bulletin boards. New employees shall be added to the seniority rosters after completion of the probationary period back to date of hire and such rosters posted.

Promoted and/or transferred employees shall accumulate job classification seniority in the new classification after the trial period back to the date of promotion and/or transfer.

ARTICLE 12 - PROBATIONARY PERIODS

- 12.1 All newly hired or rehired employees will serve a one (1) year probationary period.
- 12.2 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER. Terminated employees will be given written reasons for the termination.
- 12.3 All newly hired or rehired employees will accrue vacation and sick leave benefits during the probationary period. Vacation may be utilized after six months employment and sick leave may be used as earned.

ARTICLE 13 - JOB POSTING/PROMOTIONS AND TRANSFERS

- 13.1 Permanent vacancies in job classifications listed in ARTICLE II of this AGREEMENT shall be posted on County Bulletin boards. Employees shall have ten (10) calendar days after posting to complete applications for such vacancies. The applicant with the highest qualifications will be chosen for the vacancy. All employees who apply for said vacancy shall be given an interview by the EMPLOYER prior to the vacancy being filled.
- 13.2 All promoted and transferred employees shall serve a six (6) months' trial period. Any promoted or transferred employee may be placed back in the employee's previous position at the discretion of the department heads concerned during the first six (6) months following the promotion or transfer.

ARTICLE 14 - WORK SCHEDULES

- 14.1 The sole authority in work schedules is the EMPLOYER. The normal work week shall consist of either five (5), eight (8) consecutive hour shifts; four (4), nine (9) consecutive hour shifts and one (1), four (4) consecutive hour shift; or four (4), ten (10) consecutive hour shifts exclusive of meal periods between 12:01 a.m. and 12:00 p.m. The Employer retains sole discretion in scheduling employees and in determining the number of eight, nine, and ten-hour shift schedules. Split shifts or weekly shifts not described above shall not be scheduled except by mutual agreement of the Employer, affected employee, and the union. Employees shall be scheduled to work on a regular work shift, except in cases of emergency and each work shift shall have a regular starting and quitting time. Any work scheduled over the established work shift or forty hours per week shall be considered as overtime. If the County deems a change in shift necessary, the County will give the union and affected employees a two (2) week notice as to the change.

- 14.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal work day. The EMPLOYER will give (1) week advance notice to the employees affected by the establishment of work days different from the employee's normal work day.
- 14.3 In the event that work is required because of unusual circumstances no advance notice need be given. Each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 14.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturday and/or Sundays.
- 14.5 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

ARTICLE 15 - OVERTIME PAY

- 15.1 Hours worked in excess of eight (8) in a twenty-four (24) hour period or forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1½) times the employee's regular rate of pay. Compensatory time may be accumulated up to a maximum of eighty (80) hours.
- 15.2 Overtime will be distributed as equally as practicable within job classifications.
- 15.3 Overtime refused by employees will, for record purposes under Section 15.2, be considered as unpaid overtime worked.
- 15.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 15.5 An employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of four (4) hours at one and one-half (1½) times the employee's regular rate of pay. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the four (4) hour minimum. The four hour call-back minimum **does not** apply to regularly scheduled meetings such as: Planning Advisory Commission, Board of Equalization, Board of Review, Truth in Taxation Hearing, County Board of Adjustment, Water Planning Committee, Goodhue County Board or any meeting scheduled with 72 hours prior notice of the meeting.
- 15.6 Wage schedules for employees covered by this agreement at shown in the attached Appendix A.
- 15.7 Language related to range levels, longevity, step progression, working out of classification, vehicle reimbursement, and performance evaluations are as shown in the attached Appendix B.
- 15.8 Language related to the MIS on call program is shown in the attached Appendix C.

ARTICLE 16 - HOLIDAYS

16.1 The following days will be observed as paid holidays:

New Year's Day	January 1
Martin Luther King	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Christmas Eve Day	December 24 - One full day to be observed on the workday preceding the workday on which Christmas Day, December 25th is observed.

16.2 **Holiday Pay** - Eligible employees shall receive one (1) day's pay for each of the holidays listed in (16.1) of this Agreement, on which they perform no work. Eligible employees, who are scheduled to perform work on any of the holidays listed in (16.1), shall be paid one and one-half (1½) times the regular rate of pay for actual hours worked on the holiday, in addition to the regular holiday pay.

16.3 **Observance** - Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above except December 24th (see above) fall on Sunday, the succeeding Monday shall be observed as the holiday.

16.4 Regular part-time employees who work twenty (20) hours or more per week shall be entitled to holidays on a pro-rata basis.

16.5 Regular part-time employees who work less than twenty (20) hours per week shall not be entitled to holidays.

ARTICLE 17 - VACATIONS

17.1 **Eligibility and Allowance**

All full-time employees shall earn:

0 - 2 years	6 working hours per month.
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3 - 5 years	8 working hours per month.
6 - 9 years	10 working hours per month.
10 - 14 years	12 working hours per month.
15 years and over	14 working hours per month.

17.2 Probationary Period and Accumulation

Employees shall accumulate vacation during the probationary period based on original hire or rehire, but shall not be eligible to take vacation until the completion of 6 months of employment. Employees terminated during the probationary period shall not be compensated for accumulated vacation. Employees shall begin to accumulate vacation time from the first of the month in which they were hired.

17.3 Regular part-time employees who work twenty (20) hours or more per week shall be entitled to vacation benefits on a pro-rata basis.

17.4 Regular part-time employees who work less than twenty (20) hours per week shall not be entitled to vacation benefits.

17.5 Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job on the regular work day immediately preceding the employee's vacation period.

17.6 Vacations shall be taken at a time approved by the EMPLOYER. Senior employees shall be given vacation schedule preference.

17.7 Holiday During Vacation Period

If a holiday, as defined elsewhere in the Holiday Article occurs during the calendar week in which a vacation is taken by an employee, the employee shall not be charged vacation on the day of the holiday.

17.8 Employees with at least six months of eligible service who leave the active employ of the EMPLOYER in good standing and with proper notice shall be paid for accrued vacation time.

17.9 No more than 240 hours of accumulated vacation may be carried over from one year to the next.

17.10 Employees not reporting for work due to illness or injury who have exhausted their sick leave shall draw accumulated vacation pay.

ARTICLE 18 - SICK LEAVE

18.1 Allowance and Accumulation

- A. Employees shall earn eight (8) hours of sick leave for each calendar month of employment or major fraction thereof.
- B. Employees shall start to earn sick leave from date of hire and may accumulate sick leave to a maximum of nine hundred and sixty (960) hours.
- C. Regular part-time employees who work twenty (20) hours or more per week shall be entitled to sick leave on a pro-rata basis.
- D. Regular part-time employees who work less than twenty (20) hours per week shall not be entitled to sick leave.

18.2 Use of Sick Leave

Earned sick leave may be used for absences from work necessitated by the following circumstances:

- A. Because of sickness or injury to an employee which renders the employee unable to perform the duties of employment.
- B. Because of serious illness requiring the employee's attendance with the employee's parents, children, spouse, spouse's parents, brothers, sisters, or relative permanently residing with the employee.
- C. As injury for which the employee is receiving Workers' Compensation to the extent of the difference between the employee's regular wage and the compensation payment.

18.3 Sick Leave Conversion Plan

Employees have an opportunity to participate in an optional sick leave conversion plan as adopted by the County Board for all Goodhue County employee groups, based on the following eligibility requirements:

- A. Employees must have a balance of 400 hours of sick leave before they can convert any sick leave hours to vacation.
- B. The requests for conversion need to be turned into the Human Resource Department and appropriate department head by January 15th and July 15th of each year.
- C. A maximum of 40 hours of vacation can be earned each year as a result of this conversion plan.
- D. The limits of 240 hours of vacation and 80 hours comp time will not change.
- E. The ratio of sick leave to vacation hours will be set at 3:1, so a maximum of 120 hours of sick leave can be converted to 40 hours of vacation each year.
- F. This will not be a mandatory program, rather optional to individual employees.

ARTICLE 19 - SEVERANCE PAY

Employees leaving the employ of the EMPLOYER in good standing and with proper notice and not as a result of discipline will receive a payment equal to sixty (60%) percent of the employee's accrued sick leave.

ARTICLE 20 - HOSPITAL/MEDICAL/LIFE INSURANCE

- 20.1** Health Savings Account (HSA) medical insurance will be available to all eligible employees. The EMPLOYER'S annual contribution to an employee's HSA account will be in an amount equal to 50% of the deductible and shall be made every payroll period in an equivalent amount.
- 20.2** The EMPLOYER will pay the monthly premium for full-time employees for individual group medical and life insurance coverage and pay for 60% of the cost of the employee's monthly dependent EMPLOYER group medical insurance premium.
- 20.3** The EMPLOYER will pay the monthly premium for \$40,000 life insurance for employees.
- 20.4** Regular part-time employees who work twenty (20) hours or more per week shall be entitled to group health and life insurance coverage. All permanent, part-time employees covered by this agreement who are regularly scheduled to work 50% or more of the normal work week shall receive a pro-rated employer contribution towards health insurance based on regular hours worked in the preceding year. If a permanent change in hours occurs in the current year, the EMPLOYER will recalculate the benefit level. For permanent part-time employees who are covered by this contract and were eligible to receive 100% of the employer contribution in 2008, that contribution will be uniformly reduced over the three years of this contract to reach the benefit level described in the first sentence above.
- 20.5** Regular part-time employees who work less than twenty (20) hours per week shall not be entitled to group health and life insurance coverage.
- 20.6** 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 and/or minimize any penalties, taxes or fines for the Employer.

ARTICLE 21 - PAID LEAVE

21.1 Jury Duty

Employees selected for jury duty will be allowed paid leave for the actual time spent on such duty less any per diem or per hour payment received by the employee for such jury duty.

21.2 Snow Days

Any employee unable to work all or part of a day due to snow or extreme weather conditions shall use vacation, compensatory time, or leave without pay.

21.3 Funeral Leave

- A. Employees shall be allowed three (3) work days with pay for funeral leave in the event of a death in the employee's immediate family, including grandchildren.
- B. Employees shall be allowed one (1) work day with pay for funeral leave in the event of the death of an employee's brother-in-law or sister-in-law, uncle, aunt, niece, nephew or the uncle, aunt, niece, nephew or the grandparent of the employee's spouse. If time beyond the one (1) work day is required, the employee may be allowed up to two (2) days of sick leave, based on the approval of the Department Head or County Administrator.
- C. Employees shall be allowed up to eight (8) hours of sick leave per calendar year for participation in a funeral service such as pallbearer, lector, usher, server, for members not in the immediate family, based on the approval of the Department Head or County Administrator.

ARTICLE 22 - UNPAID LEAVE

Employees desiring an unpaid leave of absence for any reason must apply for such leave to the County Board of Commissioners through their Department Head. Approval of such leaves is at the sole discretion of the Board whose decision shall not be subject to ARTICLE 7 of this AGREEMENT.

ARTICLE 23 - NON-DISCRIMINATION

No employee shall be discriminated against under the provisions of this AGREEMENT by either the EMPLOYER or UNION on any basis prohibited by law.

ARTICLE 24 - WAIVER

- 24.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 24.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had then unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.
- 24.3 This AGREEMENT may be amended by the mutual agreement of the EMPLOYER and the UNION during the life of this AGREEMENT.

ARTICLE 25 - WAGES

Employees shall be paid in accordance with Appendix A Salary Schedule attached hereto and made a part of this AGREEMENT.

ARTICLE 26 - DURATION

This AGREEMENT shall be effective as of January 1, 2017, and shall remain in full force and effect until December 31, 2019, for all articles and appendices of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 1st day of November, 2016.

<p><i>FOR GOODHUE COUNTY</i></p> <hr/> <p><i>Chairman</i></p> <hr/> <p><i>Administrator</i></p> <hr/> <p>Date</p>	<p><i>FOR LOCAL UNION NO. 737, GOODHUE COUNTY COURTHOUSE EMPLOYEES' CHAPTER AFSCME, COUNCIL 65:</i></p> <hr/> <p><i>Chair</i></p> <hr/> <p><i>Business Agent</i></p> <hr/> <p>Date</p>
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APPENDIX A
2017 WAGE SCHEDULE
2% Adjustment over 2016
Effective December 31, 2016 – December 29, 2017

Grade	1	2	3	4	5	6	7	8	9	10	11	12
79	16.05	16.87	17.67	18.45	19.26	20.07	20.87	21.28	21.68	22.07	22.50	22.97
80	17.63	18.49	19.35	20.26	21.13	22.01	22.91	23.34	23.76	24.21	24.71	25.19
81	19.48	20.46	21.44	22.40	23.39	24.38	25.32	25.84	26.33	26.82	27.35	27.91
82	21.61	22.67	23.76	24.84	25.93	27.00	28.07	28.64	29.15	29.69	30.29	30.87
83	24.00	25.18	26.39	27.59	28.76	29.97	31.17	31.79	32.39	32.97	33.64	34.30
84	24.86	26.10	27.35	28.61	29.84	31.07	32.32	32.93	33.58	34.17	34.85	35.56
85	27.00	28.37	29.70	31.06	32.41	33.74	35.10	35.78	36.48	37.14	37.89	38.63
86	29.53	30.99	32.48	33.96	35.43	36.90	38.39	39.14	39.87	40.60	41.41	42.25

2018 WAGE SCHEDULE
2.5% Adjustment
Effective December 30, 2017 – December 28, 2018

Grade	1	2	3	4	5	6	7	8	9	10	11	12
79	16.45	17.29	18.11	18.91	19.74	20.57	21.39	21.81	22.22	22.62	23.06	23.54
80	18.07	18.95	19.83	20.77	21.66	22.56	23.48	23.92	24.35	24.82	25.33	25.82
81	19.97	20.97	21.98	22.96	23.97	24.99	25.95	26.49	26.99	27.49	28.03	28.61
82	22.15	23.24	24.35	25.46	26.58	27.68	28.77	29.36	29.88	30.43	31.05	31.64
83	24.60	25.81	27.05	28.28	29.48	30.72	31.95	32.58	33.20	33.79	34.48	35.16
84	25.48	26.75	28.03	29.33	30.59	31.85	33.13	33.75	34.42	35.02	35.72	36.45
85	27.68	29.08	30.44	31.84	33.22	34.58	35.98	36.67	37.39	38.07	38.84	39.60
86	30.27	31.76	33.29	34.81	36.32	37.82	39.35	40.12	40.87	41.62	42.45	43.31

2019 WAGE SCHEDULE
3% Adjustment
Effective December 29, 2018 – December 31, 2019

Grade	1	2	3	4	5	6	7	8	9	10	11	12
79	16.94	17.81	18.65	19.48	20.33	21.19	22.03	22.46	22.89	23.30	23.75	24.25
80	18.61	19.52	20.42	21.39	22.31	23.24	24.18	24.64	25.08	25.56	26.09	26.59
81	20.57	21.60	22.64	23.65	24.69	25.74	26.73	27.28	27.80	28.31	28.87	29.47
82	22.81	23.94	25.08	26.22	27.38	28.51	29.63	30.24	30.78	31.34	31.98	32.59
83	25.34	26.58	27.86	29.13	30.36	31.64	32.91	33.56	34.20	34.80	35.51	36.21
84	26.24	27.55	28.87	30.21	31.51	32.81	34.12	34.76	35.45	36.07	36.79	37.54
85	28.51	29.95	31.35	32.80	34.22	35.62	37.06	37.77	38.51	39.21	40.01	40.79
86	31.18	32.71	34.29	35.85	37.41	38.95	40.53	41.32	42.10	42.87	43.72	44.61

APPENDIX B

2017 JOB CLASSIFICATIONS & PAY GRADES	
GRADE	CLASSIFICATION
79	Records Support Specialist - Sheriff (2)
79	Administrative Assistant - LUM (3)
79	Sr. Recording Clerk - Recorder (2)
79	Emergency Management Clerk – Sheriff (1)
80	ADC Support Specialist - Sheriff (1)
80	Facilities Maint Tech – Facilities Maintenance (7)
80	Civil Support Specialist - Sheriff (1)
80	Recycling Equipment Operator A (CDL) – Public Works (2)
80	Recycling Equipment Operator B – Public Works (1)
80	Administrative Assistant – Extension (1)
80	Legal Secretary/Receptionist – Attorney (1)
81	Appraiser Trainee – Assessor (1)
81	Administrative/Accountant Assistant – Public Works (1)
81	Legal Secretary – County Attorney (3)
81	Juvenile Case Administrator - Court Services (1)
81	Adult Case Coordinator – Court Services (1)
81	Adult Case Worker – Court Services (1)
81	Building Code Specialist – LUM (1)
81	Administrative Assistant – Vets (1)
81	Solid Waste Tech – Public Works (1)
82	Zoning Assistant – LUM (3)
82	Land Records Coordinator- LUM (1)
82	Assessment Specialist I – Assessor (3)
82	Accountant I – Finance (3)
82	Recycling Operation Coordinator – Public Works (1)
82	Administrative Assistant/Legal Secretary - Attorney (1)
82	Legal Secretary/Case Aide – Attorney (1)
83	Admin Office Manager – Court Services (1)
83	Building Inspector – LUM (1)
83	Accountant II – Sheriff (1)
83	Accountant II – Finance (2)
83	Appraiser II - Assessor (2)
83	Victim Witness Coordinator/Paralegal – Attorney (1)
83	GIS Specialist - LUM (1)

2017 JOB CLASSIFICATIONS & PAY GRADES	
83	Sanitarian – LUM (1)
83	Sr Engineering Technician – Public Works(4)
83	Septic Well Inspector – LUM (1)
84	System Support Specialist - IT (1)
84	GIS Systems Specialist – LUM (2)
84	ROW Agent Program Manager – Public Works (1)
84	Communication Support Special – IT (1)
84	User Support Specialist – IT (1)
84	Law Enforcement Support Specialist – IT (1)
84	Computer Forensics – Sheriff (1)
84	Building Official – LUM (1)
84	Appraiser III - Assessor (1)
85	Network Engineer - IT (1)
85	SAMA Senior/Principal Appraiser (1)
86	Deputy County Surveyor (1)

APPENDIX B
LANGUAGE

B-1 (Continue)

Where "Existing" is indicated by the position, then that position will not be filled at the range held by the incumbent, but rather at the indicated range on the above chart, labeled "New Vacancies".

The above chart is in accordance with results of a job study accepted by the Goodhue County Board on November 16, 1992, contingent upon UNION approval.

B-2 Employees hired prior to February 14, 1978 will earn longevity payments based on the following schedule:

After 5 years of continuous service	1%
After 10 years of continuous service	2%
After 15 years of continuous service	3%
After 20 years of continuous service	4%

B-3 Employees permanently placed by the EMPLOYER, and serving a probationary or trial period within a job classification, shall be placed at the range stipulated by the EMPLOYER'S pay plan and will progress from one step to the next in the range based solely on the EMPLOYER'S decisions which shall be given to the employee in writing and shall not be grievable.

Employees temporarily placed by the EMPLOYER within job classifications other than the employee's permanent job classification shall be paid on the basis of the employee's permanent job classification.

B-4 Employees specifically assigned in writing by the EMPLOYER to the responsibilities and authority of a higher job classification within this bargaining unit as identified in Appendix B of this AGREEMENT for ten (10) consecutive work days or more shall be paid seventy-five percent (75%) of the differential between the employee's job classification pay range and the higher classification and pay range to which assigned in Appendix B of this AGREEMENT.

B-5 The EMPLOYER shall reimburse employees required to use their own vehicles in the performance of assigned job duties at a rate designated by the Board for all County employees.

B-6 Employees will participate in an annual performance evaluation on or about the employee's anniversary date with the immediate supervisor or department head, and must also receive a satisfactory rating of performance criteria as outlined by the department head prior to any adjustment in wages.

B-7 Pay Equity Studies, Evaluations, Re-Evaluations, shall be conducted as per Goodhue County Personnel Policy

**LETTER OF UNDERSTANDING
BETWEEN
GOODHUE COUNTY
AND
AFSCME 737**

This Letter of Understanding is entered into between Goodhue County (hereinafter EMPLOYER) and AFSCME 737.

WHEREAS, the EMPLOYER and AFSCME 737 are parties to a collective bargaining agreement; and

WHEREAS, the parties have expressed a desire to add the Central Services Assistant position to the bargaining unit effective January 1, 2016.

WHEREAS, the Central Services Assistant will be under the direction of the County Administrator and the Human Resource Director.

NOW, THEREFORE, the parties hereto have executed this Letter of Understanding as follows:

CENTRAL SERVICES ASSISTANT

1. The employee will work in the Central Services Assistant position two days per week. The position could be working for all departments within the County and could perform bargaining unit work and/or non-union work.
2. When performing Central Services Assistant work, the employee will be paid at grade 78.

DURATION

This position will continue to work two days per week at the sole discretion of the County.

COMPLETE AGREEMENT

This Letter of Understanding represents the complete and total agreement between the parties regarding the Central Services Assistant.

FOR THE COUNTY:

FOR THE UNION:

_____ Board Chair	_____ Date	_____ Ethan Seaberg Local Union Chair	_____ Date
_____ Scott Arneson County Administrator	_____ Date	_____ Shannon Schroeder Staff Representative	_____ Date