

LABOR AGREEMENT

BETWEEN

CLEARWATER

COUNTY AND

THE AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CO

LOCAL UNION NO. 922

JANUARY 1, 2016- DECEMBER 31, 2018

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ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between Clearwater County, hereinafter called Employer, and the American Federation of State, County, and Municipal Employees, AFL-CIO, Local 922, hereinafter called the Union. The intent and purpose of this Agreement is to:

- a. Establish procedures for the resolution of disputes concerning the Agreement's interpretation and/or application;
- b. Specify the full and complete understanding of the parties;
- c. Place in writing the parties' complete agreement upon terms and conditions of employment for the duration of the Agreement; and
- d. Establish the foundation for a harmonious and effective labor-management relationship.

ARTICLE 2. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

- a. **UNION:** The American Federation of State, County, and Municipal Employees, AFL-CIO, Local 922.
- b. **EMPLOYER:** The County of Clearwater.
- c. **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- d. **REGULAR EMPLOYEE:** Employee who has completed the required probationary period for newly hired or rehired employees.
- e. **PROBATIONARY EMPLOYEE:** Employee who has not completed the probationary period.
- f. **FULL-TIME EMPLOYEE:** An employee who regularly or normally is scheduled to work forty (40) hours per week.
- g. **REGULAR PART-TIME EMPLOYEE:** An employee who regularly or normally is scheduled to work less than forty (40) hours per week, but more than one thousand forty (1,040) hours per calendar year.

- h. UNION OFFICER: Duly appointed or elected officer of the Union.
- i. UNION MEMBER: A member of Local __, Council 65, American Federation of State, County, and Municipal Employees, AFL-CIO.
- J. SENIORITY: Length of continuous service with the Employer.
- k. IMMEDIATE FAMILY: Employee, spouse, children, parents or other dependents.

ARTICLE 3. RECOGNITION

- 3.1 The Employer recognizes the Union as the sole and exclusive representative for the employees, under Minnesota Statutes, Section 179A.03, subd. 14 in the bargaining unit composed as follows:

All Social Workers who are employees of the Clearwater County Human Services, Bagley, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding clerical, support and technical employees and further excluding supervisory and confidential employees.

- 3.2 The employees recognize an obligation to Clearwater County to render honest and efficient performance of their duties.

ARTICLE 4. EMPLOYER AUTHORITY

- 4.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all its various aspects, including, but not limited to, the right to direct working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities.
- 4.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely with the discretion of the Employer to modify, establish or eliminate.

ARTICLE 5. UNION SECURITY

- 5.1 The Employer shall deduct from the wages of all employees authorizing such deduction in writing an amount necessary to cover monthly Union dues. After the first thirty (30) days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card. Monthly dues, together with a list of employees from whom deductions were made, shall be forwarded to the Council 65 office in Nashwauk, Minnesota.
- 5.2 The Employer shall deduct fair share fees in accordance with the provisions of Minn. Stat. § 179A.06, subd. 3.
- 5.3 It is agreed that the Employer's obligation to provide dues deduction and/or fair share fee assessment shall continue only for such period that such services are mandated by PELRA.
- 5.4 The Union agrees to fairly represent all employees of the bargaining unit regardless of Union membership or non-membership or other factor.
- 5.5 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 under the provisions of this Article.
- 5.6 The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, that such choice and designation of successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representatives.
- 5.7 The Employer agrees to recognize stewards certified by the Union as provided in Section 5.7, subject to the following: Stewards and other employee Union officers shall not leave their workstations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their workstations. Permission to leave a workstation for Union business will be limited to the investigation and presentation of grievances to the Employer. One steward shall be on paid time to investigate or present a grievance.
- 5.8 Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned, provided permission is requested from the Employer and granted. The Union agrees that there shall be no

solicitation for membership, signing up members, collection of initiation fees, dues, fines or assessments, meetings, or other Union activities on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without prior approval of the Employer.

- 5.10 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s). It is specifically understood that no notice of political or inflammatory nature shall be posted.

ARTICLE 6. SENIORITY

- 6.1 Seniority shall be determined by the length of full-time compensated service by classification within the bargaining unit. Seniority for regular part-time employees shall be prorated based upon actual hours worked.
- 6.2 Layoffs shall be by classification within a department, in inverse order of classification seniority. However, an employee about to be laid off, who has served in an equal or lower paying classification in the department shall have the right to bump (displace) the employee with the least classification seniority in such classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped. When an employee bumps into a lower classification to avoid a layoff, his/her new salary shall be the lesser of the employee's current salary or the maximum of the new classification.
- 6.3 The Employer is committed to hiring the most qualified candidate for County service. When all other qualifications, as determined by the Employer, are equal, the Employer shall select the applicant with the greater service seniority for the job opening.
- 6.4 Positions where incumbents are reclassified or transferred shall not be considered vacant or newly created for the purpose of bidding.
- 6.5 An employee selected for the job opening shall be on probation at his/her present rate for thirty (30) days during which he/she may be returned to his/her former position at the sole discretion of the Employer, but without loss of seniority. The probationary period shall continue in effect for five (5) additional months during which time the employee may be returned to the previous position at the sole discretion of the Employer without loss of seniority. The probationary period may be extended by mutual agreement of the County and the Union. Part-time employees shall have the same seniority preference as regular employees in applying for vacancies.

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 or conditions of this Agreement.

7.2 **Processing of a Grievance:** It is recognized and accepted by the Employer and the Union 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 off with 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 Employer, who has determined that such absence is reasonable.

7.3 **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 fourteen (14) 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 fourteen (14) 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 fourteen (14) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing in Step 2 by the Union within fourteen (14) 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 fourteen (14) calendar

days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) 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 fourteen (14) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fourteen (14) 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 fourteen (14) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to provisions of the Public Employment Labor Relations Act. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services.

7.4 Arbitrator's Authority: 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 issued not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or submission of the 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. 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.

- 7.5 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 written agreement of the Employer and the Union.
- 7.6 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 7 or a procedure such as: Civil Service or Veteran's Preference. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

ARTICLE 8. NO STRIKE/NO LOCK-OUT

- 8.1 Neither the Union, its officers or agents, nor any of the employees covered by the Agreement, will engage in, encourage, sanction, support or suggest any strike, slowdown, absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of 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. In the event that any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.
- 8.2 The Employer shall not lock out unit employees.

ARTICLE 9. PROBATION

- 9.1 All newly hired or rehired employees shall be probationary and shall serve a six (6) month probation period.

- 9.2 The Employer, at its sole discretion, may discipline or discharge a probationary employee, such action shall not be subject to the grievance procedure.
- 9.3 If an employee has to be gone more than one (1) week during his/her probationary period, the probationary period will be extended.

ARTICLE 10. WORK SCHEDULES

- 10.1 The sole authority in setting work schedules and assigning employees thereto is the Employer.
- 10.2 Employees shall receive two (2) fifteen (15) minute paid breaks each day.
- 10.3 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 11. OVERTIME

- 11.1 Non-exempt employees will be credited with compensatory time at one and one-half (1-1/2) times the employee's hours worked in excess of forty (40) hours per week. Changes in shifts do not qualify an employee for overtime under this Article.
- 11.2 Overtime will be distributed as equally as practical.
- 11.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.5 Pay for holiday not worked shall count as time worked for the purpose of computing weekly overtime.
- 11.6 Overtime and work on premium days shall be performed only when authorized by the Employer. Employees are authorized to work only by prior approval of their Supervisor.

ARTICLE 12. DISCIPLINE

- 12.1 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; or
- e. Discharge.

12.2 The Employer and the Union agree that the foregoing list of types of discipline is not meant to imply a sequence of events. Suspensions, demotions and discharges will be in written form.

12.3 Employees may examine their own individual personal files at reasonable times under the direct supervision of the Employer.

12.4 Grievances relating to a suspension or discharge may be initiated by the Union at Step 3 of the grievance procedure under Article 7.

ARTICLE 13. HOLIDAYS

13.1 The holiday schedule for regular full-time employees shall consist of the following eight (8) hour days:

- | | |
|------------------------|------------------------|
| New Years Day | Labor Day |
| Martin Luther King Day | Veterans' Day |
| Presidents' Day | Thanksgiving |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

13.2 When a holiday falls on a Sunday, the following Monday shall be observed as the holiday; when a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

13.3 In order to receive a holiday as provided for in Section 13.1 an employee must be on a pay status the last scheduled workday before the holiday and the first scheduled workday following the holiday.

13.4 When a holiday falls during an employee's vacation period, the employee shall receive credit for the vacation day on the vacation leave balance provided the holiday falls on a day the employee would have normally been scheduled to work.

ARTICLE 14. VACATION

- | | | |
|------|--|----------------------------|
| 14.1 | Length of Service | Accrual |
| | 0-4 years | 192 hours (8 hours/month) |
| | Starting 5 th year through 9 th year | 288 hours (12 hours/month) |
| | Starting 10 th year and over | 384 hours (16 hours/month) |
- 14.2 Vacation leave shall accrue at the end of the pay period and shall not be available for use until it has accrued. Unused vacation leave shall accrue to a maximum of 384 hours.
- 14.3 If at the end of any given pay period an employee's vacation leave benefits exceed 384 hours, the excess vacation benefit shall be forfeited by the employee. No additional consideration or compensation will be made.
- 14.4 No employee shall be permitted to waive vacation for the sole purpose of receiving double pay.

ARTICLE 15. SICK LEAVE

- 15.1 Employees covered under this agreement shall be provided with paid sick leave for specified reasons due to necessity. Sick leave is not a privilege to be used at the employee's discretion.
- 15.2 Sick leave starts to accrue immediately upon employment with the County. The rate of sick leave accrual shall be 8 hours per calendar month. New full-time employees working a partial pay period or part-time employees shall have the benefits prorated to .5 hours per every 10 hours worked, to a maximum of 8 hours per month. The proration of benefits shall be rounded to the nearest 0.5 hours.
- 15.3 Sick leave shall be accumulated until a maximum accumulation of 720 hours is reached. Sick leave accrued in excess of the prescribed maximum accrual shall be placed into a deferred sick leave account. Deferred sick leave shall be banked for additional use in long term illness. Deferred sick leave may only be used when the entire regular sick leave account is exhausted.
- 15.4 Sick leave is accrued at the end of each pay period and is available for use upon accrual.

15.5 All sick leave usage shall be recorded on employee time sheets. The Director may authorize sick leave for the following reasons:

- a. Personal illness
- b. Illness of the immediate family
- c. Disability
- d. Medical or dental appointments
- e. Exposure to contagious disease which may endanger others.

In order for sick leave to be authorized, an employee must contact his/her supervisor within 60 minutes of the start of the employee's scheduled shift. If possible the employee shall contact the supervisor prior to the start of the employee's work shift. If the supervisor determines that due to extenuating circumstances the employee could not contact the office within the prescribed time limit the supervisor may authorize sick leave usage.

15.6 Sick leave usage may, at the discretion of the Director, require a written physician's statement citing the nature of the illness or disability and a projected date for return to work, if there is an indication of misuse on the part of the employee. The Director can request a written physician's statement at any time during an extended illness. Prior to the employee's return to work, the Director may require a physician's statement indicating the employee's ability to return *to* work.

15.7 Employees entitled to the benefits of the Worker's Compensation Act as a result of an accidental injury may choose to coordinate accumulated sick leave or vacation balances with the benefits provided in Minnesota Statutes 176.

ARTICLE 16. LEAVES OF ABSENCE

16.1 Jury Duty. After notice to the Director, any employee shall be granted leave with pay for service on a jury. The employee shall turn over to the agency any per diem payment received as a result of serving on a jury. Monies received as expenses shall be kept by the employee.

16.2 Military Leave. Employees who are members of any reserve component of the Military Forces of the United States shall be granted leave of absence, with pay, not to exceed fifteen (15) consecutive calendar days in one (1) year, in order to go on active duty for such training periods as are necessary to their participation in a reserve training program. All existing federal and state statutes applicable to the rights of any employee who is on a leave of absence from the Employer for military service shall be applicable under this Agreement.

16.3 An employee entitled to leave under either the Family and Medical Leave Act (29 U.S.C. 2611) or the Minnesota Parenting Leave Act (MSA 181.92-181.944) shall use and exhaust their rights under those provisions before entitlement to leave pursuant to Article 16. The total leave given an employee under these provisions and the remainder of Article 16 may not exceed accumulative total of one (1) year.

16.4 Medical Leaves

A medical leave of absence without pay for personal physical or mental illness, maternity, injury, or chemical dependency treatment may be granted if such a request is accompanied by a physician's written statement documenting the inability of the employee to work.

The employee shall submit a written request for a medical leave of absence to the department head at the earliest possible date. The Director shall forward a copy of such request to the Chairman of the County Human Services Board.

The Director shall be responsible for initial approval of request for medical leave of absence, but final authority to grant such leave shall be made by the County Human Services Board.

- a. A medical leave of absence shall be granted only if an employee has exhausted all accumulated sick leave.
- b. The Director may require the employee to submit a physician's written statement citing that the employee is unable to work due to a personal, physical or mental illness or injury, treatment of chemical dependency, and the projected date of return to work.
- c. At any time during the leave, the Director may request a physician's statement updating the employee's condition and projected date of return to work.

16.5 A medical leave of absence may be granted for a maximum of ninety (90) calendar days. An extension may be granted at the discretion of the Director with the approval of the Welfare Board. A medical leave of absence shall not exceed twelve (12) months of leave without pay.

16.6 Prior to returning to work from a medical leave of absence, the employee shall provide a physician's statement that the employee is able to return to work. An employee returning to work within the authorized 90-day leave period shall be reinstated to the original position in the same classification, in the same department, with the same hours, and at the same rate of pay. No position will be

held open beyond the maximum 90-day period except when the extension is granted by the department head and approved by the Welfare Board. An employee who exceeds the authorized leave by five (5) working days without submitting a request for extension from the employee's supervisor shall be dismissed. An employee giving proper notice of termination with the authorized leave period shall be eligible for severance benefits.

16.7 Health insurance coverage may be continued if the employee makes full premium payments to the payroll person prior to monthly due dates. Continuation of the coverage is optional. The procedures outlined below shall be followed if the employee chooses to continue coverage. Premiums are always paid during the month prior to the effective coverage. Employee premium payments must be made before the 26th of the month prior to the month(s) for which the employee paid coverage is desired.

- a. County paid single coverage shall be continued through the end of the month during which the employee is first granted the leave of absence. If the employee is quite certain of a return to work prior to the 16th of the next month, the County shall continue to pay its share of the monthly premium. If the employee does not return to work by then, the employee shall reimburse the County for its share of that month's premium in advance for those months that the employee is not on the payroll.
- b. County paid family coverage shall be continued through the end of the month during which the employee is first granted the leave of absence. If the employee with family coverage is quite certain of a return to work prior to the 16th of the next month, the County shall pay its share of the premium for the next month. The employee shall be responsible for payment of his/her share of the premium payment. Failure to return to work by the designated date will require the employee to reimburse the County for its portion of the premium. The employee shall pay the full premium, both County share and employee share, in advance for all months during which the employee is not on the payroll.

16.8 Funeral Leave

It is the policy of Clearwater County to grant an employee one day with pay as bereavement leave for the death of an immediate or extended family member. In the event of the loss of an immediate family member, with Department Head approval, up to four additional days may be charged against the employee's sick leave, vacation, or compensatory time leave balances. In the event of the loss of an extended family member, with Department Head approval, up to two additional days may be charged against vacation or compensatory time leave balances. If the

employee wishes to take additional time beyond that listed under this section, he/she may request vacation or compensatory leave according to standard county policies.

16.9 Holiday, vacation, and sick leave benefits shall not accrue to an employee on a leave of absence without pay.

16.10 Seniority shall not accrue during an unpaid leave of absence.

16.11 Personal Leaves

- a. The employee shall submit a written request for personal leave of absence to the employee's supervisor at his/her earliest possible convenience. The employee's supervisor shall determine that the employee making the request has exhausted all accrued vacation time, and the workload and staffing requirements for the time period requested. Furthermore, the employee's supervisor shall consider the employee's length of employment, employee's attendance record, and the importance or necessity of the request before making a recommendation to the County Board on approval or disapproval. No personal leaves of absence shall be granted for an employee to engage in other employment. Authorized requests shall be filed in the employee's personnel file.
- b. A personal leave of absence may be granted for a maximum of 12 calendar months. An extension may be granted at the discretion of the employee's supervisor with the approval of the County Board.
- c. Health insurance coverage may be continued if the employee makes full premium payments to the payroll person prior to monthly due dates. Continuation of the coverage is optional. Premiums are always paid during the month prior to the effective coverage. Premium payments must be made before the 26th of the month prior to the month(s) for which the employee paid coverage is desired. The County paid health insurance shall continue in force until the end of the month in which the personal leave is requested, the employee shall pay the full premium for the following month by the 26th of the month in which the leave is requested.
- d. An employee returning to work within 90 days shall be reinstated to the original position in the same classification, in the same department, with the same hours, and at the same rate of pay. No position will be held open beyond a 90-day period except when an extension to this limit is granted by the employee's supervisor and approved by the County Board. An

employee who exceeds the authorized leave by five (5) working days without submitting a request for extension from the employee's supervisor shall be dismissed. An employee giving proper notice of termination within the authorized leave period shall be eligible for severance benefits.

16.12 Any employee who misrepresents any facts or submits false evidence in application for a leave of absence shall be subject to disciplinary action up to and including discharge.

16.13 Voting in National and State general elections in accordance with M.S. 204C.04.

ARTICLE 17. INSURANCE

17.1 Regular full-time employees and regular part-time employees working more than twenty (20) hours per week are eligible to participate in the Employer sponsored group health benefit program.

17.2 New employees shall become eligible for health insurance benefits on the first of the month following the new employee's three (3) month anniversary date.

17.3 The Employer sponsored group health benefit program shall consist of a health insurance plan and a life insurance plan. Contributions to the Health Insurance Plans will be as follows:

\$750.00 Health Insurance Plan

Clearwater County shall pay the single \$750.00 Deductible Health Plan premium in full for full-time regular employees. The County shall pay one thousand twenty-one dollars and forty-four cents \$1,089.88 total toward the family premium of the \$750.00 Deductible Health Plan premium.

VEBA \$2,250 single/\$4,500 family

The VEBA plan premium will be paid in full for regular full-time employees choosing a Single Policy. Additionally the Employer will pay \$1,125.00 into a savings account. The County will contribute \$1,158.92 total toward a Family VEBA Plan. Of the \$1,158.92 the Employer is funding, \$971.42 will go toward the insurance premium and \$187.50 will be placed into a savings account.

CDHP \$3,250 single/\$6,500 family

Clearwater County shall pay the single CDHP Health Plan premium in full for full-time regular employees. Additionally the Employer will pay \$1,562.52 into a savings account. The County will contribute \$1,144.71 total toward the family plan. Of the \$1,144.71, the Employer is funding, \$884.29 will go towards the insurance premium and \$260.42 will be placed into a savings account.

Minimum Value Plan \$6,350 single/\$12,700 family

Clearwater County shall pay the single Minimum Value Plan premium in full for full-time regular employees. Additionally the Employer will pay \$2,361.60 into a

savings account. The County will contribute \$1026.00 total toward the family plan. Of the \$1026.00, the Employer is funding, \$662.40 will go toward the insurance premium and \$363.60 will be placed into a savings account.

2018 Premium

In 2018 any increase or decrease in premium will be split 50/50 between the County and employee. In the event that the County and Union negotiate changes in insurance plans for 2018 any increase or decrease in premium shall be split 50/50 between the County and the employee. In 2018, the Article may be re-opened to negotiate any changes necessary to comply with and and/or avoid penalties under the Patient Administration and Affordable Health Care Act.

- 17.1 Employees who work thirty-six (36) hours or more per week shall receive the County contribution toward health insurance premiums as provided in Section
- 17.3. Part-time employees shall receive a health benefit in proportion to the average number of weekly hours they worked in the preceding quarter, as follows, effective January 1, 2001: 20-23.99 average weekly hours, fifty percent (50%) of the County contribution; 24-31.99 average weekly hours, sixty percent (60%) of the County contribution; 32-35.99 average weekly hours, eighty percent (80%) of the County contribution.
- 17.2 The County will pay the cost of basic life insurance in the amount of \$10,000 and Accident Death and Dismemberment for all eligible employees. Supplemental life insurance for the employee and spouse are available on a voluntary basis. Coverage for dependent children is also available on a voluntary basis.
- 17.3 The entire program will be covered under a full cafeteria/flex spending account. This provides for these benefits to be paid in pre-tax dollars. All permanent employees, regardless of the number of hours worked, may participate in the flex spending features including daycare and unreimbursed medical expenses.

ARTICLE 18. PAY PLAN

- 18.1 Employees shall be compensated in Range 19 in accordance with the schedule attached hereto and identified as Appendix A. Employees shall be placed on the schedule at the next highest step above the December 31, 2008, wage rate. On anniversary date, employees shall receive the next step on the scale.
- 18.2 All employees covered by this agreement shall be paid bi-weekly. Pay periods are every other Friday. If Friday falls on a holiday, payday will be the prior working day.

ARTICLE 19. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 19.1 This Agreement shall represent the complete agreement between the Union and the Employer.
- 19.2 The parties acknowledge that during the negotiations which resulted in this Agreement,

each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

ARTICLE 20. RIGHT OF SUBCONTRACT

- 20.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement.
- 20.2 In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than thirty (30) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the unit.

ARTICLE 21. DURATION

- 21.1 This Agreement will be in full force and effect as of January 1, 2016 until December 31, 2018, and will continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate the Agreement is given by either party in writing to the other party at least sixty (60) days prior to the end of the year.

ARTICLE 22. SAVINGS CLAUSE

- 22.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and Clearwater County. 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, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 23. SEVERANCE

- 23.1 A permanent full-time or permanent part-time employee who terminates employment shall be entitled to severance pay upon providing the proper notice of resignation. For purposes of this section, proper notice of resignation shall be defined as written

notice of termination at least 10 working days in advance of the effective date of termination. The signed notice shall indicate the effective date of termination.

23.2 An employee with unauthorized absences of three (3) or more consecutive working days may be considered to have voluntarily resigned without proper notice. Employees so resigned shall forfeit their rights to all termination benefits.

23.3 Upon termination, an employee shall receive severance pay in an amount equal to one-half of the value of his/her unused regular sick leave accumulation to a maximum of 360 hours. Severance pay benefits shall also include the total accumulated vacation leave balance. The County has also set up a Health Care Savings Account for employees and pays up to 50% of unused sick leave into the account to a maximum of 360 hours.

In witness thereof, the parties hereto have set their signatures on this 8 day of December, 2016.

CLEARWATER COUNTY



Board Chair

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



Staff Representative



Steward

Appendix A

SALARY SCHEDULE 2016-2018

Social Workers

1/1/2016 2%

| Range | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I | Step J |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 19 | 21.29 | 22.06 | 22.88 | 23.65 | 24.46 | 25.26 | 26.03 | 26.86 | 27.63 | 28.44 |

Social Workers

1/1/2017 2%

| Range | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I | Step J |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 19 | 21.71 | 22.50 | 23.34 | 24.12 | 24.95 | 25.77 | 26.55 | 27.40 | 28.18 | 29.01 |

A

Social Workers

1/1/2018

2%

| Range | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I | Step J |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 19 | 22.14 | 22.95 | 23.81 | 24.60 | 25.45 | 26.29 | 27.08 | 27.95 | 28.74 | 29.59 |