

LABOR AGREEMENT

BETWEEN

THE COUNTY OF WABASHA

AND

THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 65, AFL-CIO, LOCAL NO. 3533

(HIGHWAY DEPARTMENT UNIT)

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

TABLE OF CONTENTS

	PAGE
ARTICLE I	PURPOSE OF AGREEMENT..... 1
ARTICLE II	RECOGNITION..... 1
ARTICLE III	DEFINITIONS 1
ARTICLE IV	EMPLOYER SECURITY..... 2
ARTICLE V	EMPLOYER AUTHORITY 2
ARTICLE VI	UNION SECURITY 3
ARTICLE VII	EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE..... 3
ARTICLE VIII	SAVINGS CLAUSE 5
ARTICLE IX	SENIORITY 5
ARTICLE X	DISCIPLINE..... 6
ARTICLE XI	WORK SCHEDULE 7
ARTICLE XII	OVERTIME 7
ARTICLE XIII	CALL BACK TIME..... 7
ARTICLE XIV	WORKING OUT OF CLASSIFICATION 8
ARTICLE XV	SICK LEAVE 8
ARTICLE XVI	VACATION LEAVE 9
ARTICLE XVII	PAID TIME OFF 10
ARTICLE XVIII	HEALTH INSURANCE/CAFETERIA PLAN..... 11
ARTICLE XIX	HOLIDAYS 11
ARTICLE XX	INJURY ON DUTY 12
ARTICLE XXI	SEVERANCE PAY..... 12

	PAGE
ARTICLE XXII JURY DUTY	12
ARTICLE XXIII MILITARY LEAVE.....	13
ARTICLE XXIV NON-DISCRIMINATION	13
ARTICLE XXV LEAVE OF ABSENCE.....	13
ARTICLE XXVI WAGES/ALLOWANCE	13
ARTICLE XXVII FUNERAL LEAVE.....	15
ARTICLE XXVIII WAIVER.....	15
ARTICLE XXIX DURATION.....	16
SIGNATURE PAGE.....	17
HOURLY WAGE APPENDIX 2017	18
HOURLY WAGE APPENDIX 2018 and 2019.....	19
MEMORANDUM OF UNDERSTANDING RE: HEALTHCARE SAVINGS PLAN.....	20

ARTICLE I
PURPOSE OF AGREEMENT

This Agreement is entered into on January 1, 2017, between Wabasha County (hereinafter called the Employer) and American Federation of State, County, and Municipal Employees, Council 65, AFL-CIO, Local 3533 (Highway Department Unit) (hereinafter called the Union).

It is the intent and purpose of the Agreement to:

- 1.1 Establish procedures for the resolution of disputes commencing this Agreement's interpretation and/or application;
- 1.2 Place, in written form, the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE II
RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under the Minnesota Statutes, Section 179A.09, subdivision 1, for all employees of the Wabasha County Highway Department in the following job classifications:

Maintenance Worker

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III
DEFINITIONS

- 3.1 Union: American Federation of State, County, and Municipal Employees, Council 65, AFL-CIO, Local 3533 (Highway Department Unit).
- 3.2 Union Member: A member of American Federation of State, County, and Municipal Employees, Council 65, AFL-CIO, Local 3533 (Highway Department Unit).
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The Wabasha County Highway Department.
- 3.5 Employer: The County of Wabasha.
- 3.6 Department Head: The County Engineer of the Wabasha County Highway Department.

- 3.7 Union Officer: Officer elected or appointed by American Federation of State, County, and Municipal Employees, Council 65, AFL-CIO, Local 3533 (Highway Department Unit).
- 3.8 Overtime: Work performed at the express authorization of the Employer in excess of the Employee's scheduled shift.
- 3.9 Scheduled Shift: A consecutive work period including rest breaks and a lunch break.
- 3.10 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 purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.11 Regular Full-Time: An employee regularly scheduled to work a minimum of forty (40) hours per week.
- 3.12 Regular Part-Time: An employee regularly scheduled to work more than twenty (20) hours per week but less than forty (40) hours per week.

ARTICLE IV EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement the Union will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.
- 4.2 The Union agrees to notify the Employer at least ten (10) days prior to the commencement of a strike. The Union may not strike until they have participated in mediation over a period of 45 days, pursuant to Minn. Stat. § 179A.18.
- 4.3 No employee is entitled to any daily pay, wages, reimbursement of expenses, per diem, or fringe benefits for any days on which the employee is engaged in a strike.

ARTICLE V EMPLOYER AUTHORITY

- 5.1 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.

**ARTICLE VI
UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly Union dues. The Employer shall deduct from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly AFSCME PEOPLE contributions. Such PEOPLE contributions can be modified or terminated upon written notice by the employee to both the County and the Union. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer, in writing, of such choice and changes in the position of Steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

**ARTICLE VII
EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE**

- 7.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this Agreement. The County will recognize representatives of the Union as the grievance representatives of the bargaining unit, having the duties and responsibilities established by this Article.
- 7.2 The aggrieved Employee and the Union Representative shall be allowed time during normal working hours without loss of pay when a grievance is investigated and presented to the Employer.
- 7.3 Grievances shall be resolved in accordance with the following procedure:
- Step 1) The Steward, with or without the Employee, shall inform the Department Head orally or in writing, within ten (10) days of its occurrence or the Union's knowledge of its occurrence. The Department Head shall attempt to resolve the matter and shall respond to the Steward within ten (10) days. A written record shall be kept of Step 1.
- Step 2) If the grievance is not settled by Step 1, it shall be presented in writing within ten (10) days to the County Administrator. The County Administrator shall submit a written decision to the Union within ten (10) days.

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

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

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

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

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

- 7.5 The arbitrator shall consider and decide only the specific issue submitted to him/her by the Employer and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force of law. The decision of the arbitrator shall be final and binding on both parties. No arbitrator shall have the right or power to add to, delete from, or modify any of the terms and provisions of this Agreement.
- 7.6 If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specific time set forth above, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the Employee shall elect to treat the grievance as denied and may appeal the grievance to the next step. The time limit in each step may be extended by written mutual agreement of the Employer and the Union Representatives involved in each step. (The term days shall be defined as "working days" for the purpose of this Article and shall include Monday through Friday, excluding holidays.)
- 7.7 Employees shall have the right to process grievances through the provisions of this

Agreement or through a procedure established by law, which is available to them, provided that no grievance shall be processed by an Employee or the Union through both the provisions of the grievance procedure and another available procedure.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert. denied, 501 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of Section 7 shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE VIII SAVINGS CLAUSE

- 8.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Wabasha. In the event any provision of this Agreement shall be held to be contrary to law such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE IX SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Highway Department and posted in an appropriate location. Seniority rosters may be maintained by the County Engineer on the basis of time in grade and time within specific classifications.
- 9.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned employee may be replaced in his previous position at the sole discretion of the Employer without recourse to the grievance procedure.
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from lay-off on the basis of seniority. An employee on lay-off shall have an opportunity to return to work within twelve months of the time of his/her lay-off before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to transfer of job classification assignments and promotions when the job relevant qualifications of employees are equal.
- 9.5 Employees shall not establish seniority rights until the employee has been employed six (6) months and then the employee shall be placed on the seniority list as of the first day of employment.

9.6 Seniority lists shall be posted in each of the County garages. All regular full-time openings shall be posted. The senior qualified employees shall have first preference on the jobs as provided below, provided they meet the qualifications and can perform the duties of the position.

The Employer shall require a promoted or transferred Employee to serve a trial work period not to exceed ninety (90) calendar days. The Employer may return the Employee to his/her former position during the trial work period if he/she is not able to carry out the duties of the position to which he/she has been promoted or transferred. The Employee may also choose to return to his/her former position during the first thirty (30) calendar days in the position to which he/she had been promoted or transferred. The aforementioned Employee is NOT an "at will" Employee and is entitled to all rights and privileges by this Labor Agreement.

ARTICLE X 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;
 - e) or discharge.
- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 All disciplinary actions shall become part of an employee's personnel file and shall be read and acknowledged by signature of the employee. Employees and the Union shall receive a copy of such disciplinary actions.
- 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 at such questioning.
- 10.6 Grievances related to suspension or demotion may be initiated by the Union in Step 2 of the grievance procedure. Grievances relating to discharge may be initiated at Step 3 of the grievance procedure.

ARTICLE XI
WORK SCHEDULE

- 11.1 The regular workday for employees shall be eight (8) hours per day; beginning at 7:00 A.M. and ending at 3:30 P.M. The regular workweek for employees shall be forty (40) hours, Monday through Friday.
- 11.2 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.
- 11.3 After the employee has completed eight hours of work in one day the Employer may send the employee home if no work is available.
- 11.4 Nothing herein shall prevent the Employer from altering the work schedule by mutual agreement with the Union.

ARTICLE XII
OVERTIME

- 12.1 Employees will be compensated in cash at one and one-half (1 ½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift, and for all hours worked on Saturday, Sunday, and holidays defined herein. Employees may bank up to 80 hours of compensatory time at their option. They may select a cash pay out of "banked" time at their discretion. Overtime earned in excess of 80 hours will be paid. Banked compensatory time may be used by the employee with the approval of the Employer.
- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.5 Employees have the obligation to work overtime or call-backs if requested by the Employer unless unusual circumstances prevent the employee from so working. The Employer will notify employees of the need to work overtime as soon as possible unless it is an unusual or emergency situation.

ARTICLE XIII
CALL BACK TIME

- 13.1 An employee who is called to duty during his scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE XIV
WORKING OUT OF CLASSIFICATION

- 14.1 Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification for four (4) hours or more in any one day shall receive the rate of pay of the higher classification for the entire days' work. When an employee is reassigned to a lower rated job at the convenience of the Employer while the regular job to which he/she is assigned continues to operate, he/she shall be paid at the rate of his/her regular job.

ARTICLE XV
SICK LEAVE

- 15.1 Permanent, full-time County employees shall earn sick leave at the rate of one (1) working day for each completed month of service; and each permanent part-time employee shall be eligible for sick leave at his regular rate of pay, with the latter on a prorated basis. Example: A permanent part-time employee regularly working four (4) hours per day. Only work time while employee is so classified shall count toward sick leave eligibility and benefits.
- 15.2 Employees regularly scheduled to work less than 20 hours per week, as well as temporary or seasonal employees, shall not be eligible for sick leave benefits.
- 15.3 Sick leave with pay will be granted for bona fide personal illness, medical examination, medical treatment, legal quarantine, or in case of an injury and for safety leave as defined in MN Statute 181.9413(b). Sick leave may also be used for illness or injury and for safety leave in the Employee's immediate family requiring the Employee's attendance, and shall be for the actual time required. Immediate family member means an individual's spouse, sibling, parent, mother-in-law, father-in-law, stepparent, grandparent, son or daughter, stepson or stepdaughter, foster child or grandson or granddaughter. An Employee may be required to provide evidence of being physically able to return to his or her duties following sick leave. Abuse of sick leave may be grounds for discipline or discharge. If Employer requires medical certification, the Employer will be responsible for any insurance co-pay. When a worker is eligible for Workers' Compensation, he/she may, at his/her option, be paid his/her regular wage being the amount charged in time against his/her sick leave account. When his/her sick leave is exhausted he/she will receive Workers' Compensation payments only.
- 15.4 When sickness occurs within a period of vacation leave the period of illness may, on presentation of a report from a physician, be charged as sick leave and the charge against vacation leave reduced accordingly.
- 15.5 Sick leave may also be used in case of death in the immediate family or serious illness in the immediate family requiring the employee's attendance, and shall be for the actual time required. This time will be charged against the employee's sick leave account.

- 15.6 Sick leave may be granted to an employee during the first six months of his/her employment.
- 15.7 One work day of sick leave shall be granted for each calendar month of employment. Additions to, or deductions from, each employee's sick leave account shall be made monthly. These records shall be kept on forms prescribed by the County Administrator and shall be subject to his/her review.
- 15.8 The unused balance of allowance for sick leave may be accumulated not in excess of one hundred thirty (130) working days.
- 15.9 Employees claiming sick leave may be required to file competent written evidence that they have been absent as authorized. If employees have been incapacitated during their absence or a major part thereof, they may be required to prove evidence of again being physically able to perform their duties. Sick leave is a privilege designed for the purpose stated herein. Each employee and Department Head or Officer shall be held accountable for the reasonable, prudent, bonafide use of sick leave privileges.
- 15.10 If an employee takes time off for sickness or a death in the immediate family he/she shall be paid for the time taken off according to his/her hourly wage rate and taken from accumulated sick leave.

ARTICLE XVI
VACATION LEAVE

- 16.1 Each full-time employee in County service, unless otherwise regulated by controlling board, shall earn vacation with pay at the following rates:

00-05 years of service	3.69 hours per pay period
06-10 years of service	4.62 hours per pay period
11-15 years of service	5.54 hours per pay period
16-20 years of service	6.46 hours per pay period
20+ years of service	7.38 hours per pay period

Additions or deductions to each employee's vacation account shall be made during each payroll period. These records shall be kept on forms prescribed by the County Administrator.

- 16.2 Each part-time employee in County service shall earn vacation with pay on a pro-rata basis. (Examples: a permanent part-time employee regularly working 4 hours per day would be granted 4 hours with pay for each month of service; or if a permanent part-time employee regularly working 3 days a week would be granted three-fifths (3/5) of a day with pay for each month service). Additions or deductions to each employee's vacation account shall be made monthly.

- 16.3 The Department Head shall determine the time at which vacation leave may be taken. No vacation leave shall be granted during the first six months of service; but upon satisfactory completion of such period, vacation leave shall accrue to the employee for the time served. A total of 240 hours vacation may be carried forward to the next calendar year.
- 16.4 Any employee who is separated from County service by lay-off, resignation, death, or otherwise, shall be paid for the number of working days of unused vacation leave accumulated to his/her credit.
- 16.5 Vacation is granted for the purpose of employee recreation and, therefore, no employee shall be permitted to waive such vacations for the purpose of receiving double pay. However, where an employee who is not working because of illness or injury has exhausted his/her sick leave, he/she may, at the discretion of the Department Head, be permitted to draw his/her earned vacation pay in lieu of a vacation.
- 16.6 Any part-time employee regularly scheduled to work less than 20 hours per week, as well as temporary or seasonal employees, shall not be eligible for vacation benefits.

ARTICLE XVII
PAID TIME OFF

- 17.1 All full time employees hired after the ratification of this Agreement shall participate in the County's PTO program and not Article XVI Vacation and Article XV Sick Leave.
- 17.2 Full time employees shall earn PTO at the following rates:

00-05 years of service	6.74 hours per pay period
06-10 years of service	8.00 hours per pay period
11-15 years of service	8.92 hours per pay period
16-20 years of service	10.15 hours per pay period
20+ years of service	11.08 hours per pay period

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

- 17.3 The Department Head shall determine the time at which PTO may be taken. PTO shall be granted during the first six months of service. A total of 400 hours PTO may be carried forward to the next calendar year.
- 17.4 Upon termination of employment, employees shall be paid for any unused PTO that has been earned through the last day of work.
- 17.5 Any part-time employee regularly scheduled to work less than 20 hours per week, as well as temporary or seasonal employees, shall not be eligible for PTO benefits.
- 17.6 Any current full-time employees hired before the ratification date of this Agreement shall have the option to transition to the County's Paid Time Off program for the one month

period following ratification. In this event, existing vacation time shall transfer to PTO on a 100% basis and existing sick time will transfer to PTO on a 60% basis up to a total of 400 hours. Excess amount of accrued sick time shall be placed in an Emergency Leave Bank to be used for potential medical leave. The Emergency Leave Bank is only available for use after all PTO benefits have been exhausted. Upon separation, no monetary value will be assigned to remaining Emergency Leave accruals. The Emergency Leave Bank would be automatically terminated after 3 years of transferring to the PTO plan.

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

ARTICLE XVIII HEALTH INSURANCE/CAFETERIA PLAN

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

ARTICLE XIX HOLIDAYS

- 19.1 The following shall be paid holidays:
1. New Year's Day (January 1)
 2. Martin Luther King's Birthday (Third Monday in January)
 3. President's Day (Third Monday in February)
 4. Spring Holiday (As designated by County -previously Good Friday)
 5. Memorial Day (Last Monday in May)
 6. Independence Day (July 4)
 7. Labor Day (First Monday in September)
 8. Veteran's Day (November 11)
 9. Thanksgiving Day (Fourth Thursday in November)
 10. Friday after Thanksgiving
 11. Christmas Eve Day. 1 day Christmas Eve Day (7.5 hours or 8 hours dependent

upon regular schedule) when Christmas Eve Day falls on a Monday through Thursday.

12. Christmas Day (December 25)

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

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

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

ARTICLE XX
INJURY ON DUTY

20.1 In the event of an accident on the job, an employee may be paid his/her earned sick pay, equal to the difference between any compensation which he/she may receive for his/her normal salary during the same period if he/she chooses.

ARTICLE XXI
SEVERANCE PAY

21.1 All permanent employees, hired before July 1, 1980, upon retirement or termination, shall be entitled to fifty (50) percent of the unused sick leave as severance pay. Employees discharged for just cause shall not receive their accrued sick leave. For the purpose of computing severance pay, sick leave shall not exceed one hundred thirty (130) days. All employees hired after July 1, 1980, must complete five (5) years of service with the County to be eligible for severance pay. Upon an employee's death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee's beneficiary.

ARTICLE XXII
JURY DUTY

22.1 In the event an employee is called for jury duty, he/she shall be reimbursed in the amount equal to the difference between his/her compensation as a juror and what he/she would otherwise have earned.

**ARTICLE XXIII
MILITARY LEAVE**

- 23.1 Employees governed by this Agreement shall be entitled to military leave in accordance with state and federal law.

**ARTICLE XXIV
NON-DISCRJMINATION**

- 24.1 Both the Employer and the Union agree to apply the terms and conditions established by this Agreement to employees equally without regard to, or discrimination for or against any individual because of race, color, creed, sex, age, disability or membership in the Union.

**ARTICLE XXV
LEAVE OF ABSENCE**

- 25.1 Leave of absence, without pay, may be granted to an employee not to exceed ninety (90) days during any calendar year without seniority loss, for illness or other valid reasons, provided, however, that the employee will not be granted such leave of absence for the purpose of engaging in or seeking other gainful employment.

**ARTICLE XXVI
WAGES/ALLOWANCES**

- 26.1 Employees shall be classified as stated and shall receive a salary not less than the amount indicated therefore, but nothing herein shall be interpreted to reduce without cause a wage now being paid or to prevent individual meritorious increases in any classification as might for any individual employee, as may be determined by the County Board.
- 26.2 Employees shall be paid every two weeks, on a schedule available from the County Board. Any change in payment of wages from this schedule shall be agreed upon in writing by the bargaining unit and the County. If a payday should fall on a holiday, the County shall make an effort to get paychecks to employees prior to the holiday.
- 26.3 Employees shall be compensated in accordance with the wage rates and schedule marked "Appendix" attached hereto and made a part of this Agreement:

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

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

3.0% wage increase, effective January 1, 2019

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

- 26.4 Clothing/Shoe allowance of \$275.00 per year payable at the beginning of the year. Receipts will not be required but will be handled on an "honor system".
- 26.5 Maintenance/Mechanic Workers ----Mechanic shall be placed at Grade 10, Step 5 for 2008 and then shall progress through Wage Appendix---See Wage Appendix. This provision shall be deleted effective January 1, 2018 consistent with the implementation of the Springsted Pay Scale.
- 26.6 An Employee who believes that their position has changed in the skill, effort, responsibility, working conditions, or other relevant work-related criteria required in the performance of the work assigned to the position may submit a request for reclassification of their position under the Employer's job evaluation system to the County Administrator or County Board. The County Administrator or County Board shall cause a study of the position to be conducted within one (1) year from the date of the request. Wage adjustments related to the reclassification shall be retroactive to the date of the request.
- 26.7 Employee Recognition Program: Full-time and regular part-time employees with five (5) years of service shall receive a recognition certificate with the individual's name and hire date appropriately noted, and signed by the Chair of Wabasha County Board of Commissioners. Recognition Certificates shall also be given to individuals celebrating anniversaries at five (5) year intervals thereafter (see below)

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

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

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

ARTICLE XXVII FUNERAL LEAVE

- 27.1 Funeral leave, exclusive of sick leave or vacation leave, may be granted.
- 27.2 Funeral leave shall be granted in cases of death in an employee's immediate family, including spouse, parents, step-parents, siblings, step-siblings, grandparents, grandchildren, children, step-children, son-in-law, daughter-in-law, sister-in-law, brother-in-law or spouse's siblings, parents, step-parents, grandparents, grandchildren, children, or for a member of the employee's household. A maximum of five days may be granted for funeral leave for the Employee's spouse, children or step-children and three days may be granted for funeral leave at any one time for others listed above and may not be accumulated. Funeral leave requests must be approved by the Department Head or Supervisor. Extra days can be used from sick leave if needed. Employees may use up to one working day of accumulated sick leave to attend the funeral of persons not listed above.
- 27.3 In the event an employee covered by this Agreement is requested to be a pallbearer, the employee may charge such time against accrued sick leave. Abuse of this privilege may lead to discipline.

ARTICLE XXVIII WAIVER

- 28.1 Any and all prior agreement, resolution, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement are hereby superseded.
- 28.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law for bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each waive the right to meet and negotiate regarding any and all terms and conditions of employment covered in this Agreement or with respect to any term or condition of employment not specifically covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either of the

parties at the time this contract was negotiated or executed.

ARTICLE XXIX
DURATION

29.1 This Agreement shall be in effect as of January 1, 2017, and shall remain in full force and effect until December 31, 2019 or until a new Agreement is adopted by the parties.

In any areas unclear or contradictory in this Agreement, the provisions of the Wabasha County Personnel Policy (Scope) shall apply.

ATTEST:


County Attorney

Date: 9.19.17

FOR THE COUNTY OF WABASHA
WABASHA, MINNESOTA


Chairman

Date: 09-19-17

FOR AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, COUNCIL 65, AFL-CIO, LOCAL 3533


Local Union President

Date: 9-12-17


Local Union Secretary

Date: 9-12-17


Staff Representative

Date: 9/11/17

Highway
2018-2019 POSITION/GRADE INFORMATION

GRADE 8: Highway Maintenance Worker
GRADE 9: Maintenance Mechanic

**AFSCME LOCAL 3533 (HIGHWAY DEPARTMENT)
APPENDIX HOURLY WAGE SCHEDULE FOR 2017**

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
GRADE 7	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$17.93	\$18.44	\$18.96	\$19.51	\$20.06	\$20.67	\$21.26	\$21.88	\$22.51	\$23.16	\$23.86	\$24.59	\$25.32
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
GRADE 8	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$19.06	\$19.62	\$20.20	\$20.78	\$21.35	\$21.99	\$22.63	\$23.30	\$23.98	\$24.69	\$25.40	\$26.14	\$26.93
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
GRADE 10	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	11 Years	12 Years
1/1/2017	\$20.74	\$21.35	\$21.95	\$22.61	\$23.25	\$23.94	\$24.64	\$25.35	\$26.08	\$26.86	\$27.64	\$28.48	\$29.34

Grade 7 - Maintenance Worker, Maintenance Worker/Sign-man
 Grade 8 -- No positions at this pay Grade 10 - Maintenance Mechanic
 Increase: 2.0% in 2017

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

**AFSCME LOCAL 3533 (HIGHWAY DEPARTMENT)
APPENDIX HOURLY WAGE SCHEDULE FOR 2018**

	Step										
Grade	1	2	3	4	5	6	7	8	9	10	11
8	20 2388	20 8111	21 3995	22 0047	22 6269	23.2668	23 9066	24 5640	25 2395	25 9336	26 6468
9	21 5543	22 1638	22 7905	23 4350	24 0977	24.7791	25 4605	26 1607	26 8801	27 6193	28 3788

**AFSCME LOCAL 3533 (HIGHWAY DEPARTMENT)
APPENDIX HOURLY WAGE SCHEDULE FOR 2019**

	Step										
Grade	1	2	3	4	5	6	7	8	9	10	11
8	20 8460	21 4354	22 0416	22 6649	23 3058	23.9648	24 6238	25 3010	25 9968	26 7117	27 4463
9	22 2009	22 8287	23 4743	24 1381	24 8206	25.5225	26 2244	26 9456	27 6866	28 4479	29 2303

WABASHA COUNTY

and

MINNESOTA AFSCME COUNCIL 65,
LOCAL 3533 HIGHWAY UNIT

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Wabasha County (hereinafter, "County") and Minnesota AFSCME Council 65, Local 3533 Highway Unit (hereinafter, "Union") are parties to a Collective Bargaining Agreement; and

WHEREAS, the cost of healthcare is increasing annually; and

WHEREAS, the cost of post retirement healthcare is a concern to employees, and;

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

WHEREAS, this Plan has the potential to save both the Employee and the Employer money;

NOW, THEREFORE, BE IT RESOLVED THAT;

The Union and the County Agree that upon separation with the County, Employees who have completed Twenty Five (25) or more years of service, shall have all their Unused Sick Leave, as referred to in Article XX, transferred into a Tax-Free, Employer Sponsored Healthcare Savings Plan which is administered by the Minnesota State Retirement System.

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