

# **AGREEMENT**

**BETWEEN**

**MOWER COUNTY BOARD OF COMMISSIONERS**

**AND**

**THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, MINNESOTA COUNCIL No. 65**

**AND**

**THE MOWER COUNTY HEALTH & HUMAN SERVICES CHAPTER,  
LOCAL No. 2566**

**TERM:**

**JULY 1, 2017- JUNE 30, 2020**

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**THE MOWER COUNTY HEALTH & HUMAN SERVICES CHAPTER,  
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THIS AGREEMENT ENTERED INTO BY AND BETWEEN THE COUNTY BOARD OF MOWER COUNTY, MINNESOTA, HEREINAFTER REFERRED TO AS THE “EMPLOYER”, AND MOWER COUNTY HEALTH & HUMAN SERVICES CHAPTER OF LOCAL UNION NO. 2566 OF AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFFILIATED WITH THE AMERICAN FEDERATION LABOR AND THE CONGRESS OF INDUSTRIAL ORGANIZATION, HEREINAFTER REFERRED TO AS THE “UNION” FOR THE PERIOD JULY 1, 2017 TO JUNE 30, 2020.

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### **ARTICLE I** **PURPOSE OF AGREEMENT**

Section A. It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work and all other conditions of employment to be observed by the parties.

Section B. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by the employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the Grievance Procedure in accordance with this Agreement or adjust or settle the same.

## **ARTICLE II** **RESPONSIBILITIES OF PARTIES**

Section A. Each of the parties of this Agreement hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

Section B. The Employer, including its managerial and supervisory representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section C. The Union, including its officers, representatives and all of its members, is firmly bound to observe the conditions of this Agreement.

Section D. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. The Employer will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer of any of its agents against any employee because of membership in the Union.
2. The applicable procedure of this Agreement will be followed for the settlement of all grievances which shall be considered carefully and processed promptly in accordance with procedures provided herein.

## **ARTICLE III** **DEFINITION OF REGULAR EMPLOYEE**

Section A. The term “regular employee” as used in this Agreement shall mean any employee who has been employed by the Mower County Health & Human Services Department, who works regularly full time or regularly part time more than fourteen (14) hours per week and more than sixty-seven (67) work days per year and who has completed the probationary period. Part-time or temporary employees excluded from the definition of “public employee” contained in Minnesota Statutes, §179A.03, subd. 14, as amended, are excluded from this unit.

## **ARTICLE IV** **RECOGNITION**

Section A. The Employer hereby recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, Mower County Health & Human Services Chapter, Local Union 2566, as the exclusive representative for collective bargaining purposes in the unit composed of all employees of the Mower County Health & Human Services Department, Austin, Minnesota, who work more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding supervisory and confidential employees. Part-time or temporary employees excluded from the definition of “public employee” contained in Minnesota Statutes, §179A.03, subd. 14, as amended, are also excluded from this unit.

Section B. The Employer agrees to a policy whereby during and for the duration of this Agreement, it will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees either individually or collectively which in any way conflicts with the terms or conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agent for such employees.

Section C. No discrimination shall be exercised against any employee because of race, creed, sex, color or political belief.

Section D. The Mower County Board is not required to meet, negotiate and contract on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, so long as the Employer does not alter the provisions of this Agreement.

## ARTICLE V PAYROLL DEDUCTION

Section A. Authorization and Procedure. Upon receipt of a written notice by an employee to deduct from their salary Union dues and initiation fees, the Employer agrees to make such payroll deductions and to remit the proceeds to the Union.

Section B. Non-Union Employees. All employees who are in the employ of the Employer and covered by this Agreement as provided for in Article IV – Recognition, who are not members of the Union may be required by the Union to contribute a fair share fee for services rendered by the Union and the Employer upon notification by the Union of such employees shall be obligated to check off said fee from the earnings of the employee and transmit the same to the Union. In no instance shall the required contribution exceed eighty-five percent (85%) of the regular Union membership dues.

Section C. The Union shall indemnify and hold the Employer harmless against any and all claims, suits, and order of 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 VI**  
**HOURS OF WORK, LUNCH PERIOD AND REST PERIOD**

Section A. The Employer shall establish the work schedules. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday.

Section B. The employer shall only require work over eight (8) hours per day or forty (40) hours per week in case of an emergency or necessity as determined by the Employer; however time in excess of 40 hours per week shall not be scheduled on a regular basis for whole units of the department without agreement by the Union or the employees involved. Overtime compensation shall be provided to employees in accordance with Fair Labor Standards Act. Premium compensation for weekend work or travel hours as outlined in Sections C and C1 of this Article shall apply only to employees not exempt from FLSA provisions.

Section C. Hours worked in excess of forty (40) hours per week will be compensated at one and one-half (1½) times the employee's regular pay rate. For the purposes of this section, hours worked does not include wages earned under disability insurances. Up to forty (40) hours of overtime may be maintained in a Comp Time Bank. Use of time in the Comp Time Bank shall be at the request of the employee with approval of the supervisor, or as directed by the supervisor and mutually agreed to whenever possible. In the event the supervisor and employee cannot mutually agree, management retains the right to direct the use of Comp Time. Overtime earned beyond the Comp Time Bank maximum shall be paid at one and one-half times the employee's regular rate of pay.

If the employer requires the employee to work on a Saturday, all hours worked shall be considered as premium time and paid at one and one-half (1 ½) times the regular pay rate. If the employee requests to work a Saturday, all hours earned shall not be considered as premium time and shall be paid at straight time subject to the normal overtime conditions (over 40 hours).

If the employer requires the employee to work on a Sunday, all hours worked shall be considered as premium time and paid at two (2) times the regular pay rate. If the employee requests to work on a Sunday, all hours earned shall not be considered as premium time and shall be paid at straight time subject to normal overtime conditions (over 40 hours).

If the employer requires the employee to work on a Holiday, all hours worked shall be considered as premium time and paid at two (2) times the regular pay rate. If the employee requests to work on a Holiday, all hours earned shall not be considered as premium time and shall be paid at straight time subject to normal overtime conditions (over 40 hours).

Section C.1. Time spent in travel status for work business, outside of travel from home to work or from work to home, is generally compensable in accordance with Section C for the driver and passenger(s). If an employee voluntarily elects to travel on a Saturday, Sunday, or a holiday and receives approval from his or her supervisor, the employee will receive his or her regular rate of pay for travel time which will be considered hours worked for overtime purposes. If the employer requires or requests that the employee travel on Saturday, Sunday, or a holiday, the employee will receive premium pay for travel time in accordance with Section C and the travel

hours will be considered hours worked for overtime purposes. In situations where conducting work business or attendance at an approved work training/meeting involves the employee to be away from home for overnight, the employee will be compensated hours for a normal work day regardless of the time spent engaged in work business.

Section D. Employees shall be entitled to a one (1) hour unpaid lunch break exclusive of the normal work shift and two (2) fifteen (15) minute coffee breaks included and paid for within the normal work day shift.

Section E. Pay days for all employees shall be every other Thursday. The pay period covers the preceding two (2) weeks.

Section F. Management manages the on-call weekly assignment schedule with a rotation of social workers (including leads) in the Child/Family Services unit and any requested exceptions to the schedule are subject to management's approval. Employees assigned to provide on-call social work coverage outside county approved office/business hours shall receive compensation of \$27.50 / day M-F and \$42.00/day Sat./Sun. & Holidays effective 7/1/17; \$28.88 / day M-F and \$44.10/day Sat./Sun. & Holidays effective 7/1/18 and \$30.32 / day M-F and \$46.31/day Sat./Sun. & Holidays effective 7/1/19. In the event that an employee is required to perform work during the on-call period, the employee shall record his/her actual hours worked, which is included in total hours worked and subject the provision under FLSA. On-call staff will have the option to either flex their on-call time during that week or accrue compensatory time to be used at a time that best fits their schedules. (*Per the on-call policy*) Employees assigned to provide on-call social work coverage under this section are not subject to additional benefits under the call back provision described in Article XVIII.

Section G. Exempt employees are defined as those employees who meet the compensation requirements and duties tests as specified under the Department of Labor (DOL) to be exempt from minimum wage and overtime provisions. The County agrees to adhere to applicable laws as well as to County personnel policies surrounding the compensation, scheduling, and time reporting for exempt employees.

## ARTICLE VII HOLIDAYS

Section A. All employees covered by this Agreement, except as provided in Sections D and E, shall receive the following paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	President's Day
Good Friday	Friday before Easter
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day

Fourth Thursday in November	Thanksgiving
First Friday after the fourth	
Thursday in November	Friday after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

Section B. Provided when any holiday falls on Sunday, the following day shall be a holiday. Provided when any holiday falls on Saturday, the preceding day shall be a holiday. When Christmas Eve (December 24) falls on Saturday or Sunday, the preceding Friday will be the holiday. When Christmas Day falls on Saturday, the Christmas Eve holiday will be on the preceding Thursday.

Section C. When a paid holiday falls during an employee’s accrued benefit period, he or she shall receive the holiday benefit and will not be required to utilize accrued time off for the observed holiday(s).

Section D. An employee shall become eligible for holidays commencing with the date of employment.

Section E. In accordance with Title VII of 1964, the employer will make reasonable accommodations, including the allowance of time off, for employees who observe religious holidays not designated in this Article. The employee must notify his or her supervisor at least twenty-one days prior to an absence under this article.

**ARTICLE VIII**  
**VACATION**

Section A. Each employee who has received regular status shall receive an annual vacation with pay based on a monthly accumulation based on vacation days figured at a rate dependent on years of service with the department. The following table gives these rates:

Completed Years of Service	Vacation Hours Accrued Biweekly	Maximum Accrual
0 – 5	4.01 hours	208
6 – 12	4.93 hours	256
13 – 21	6.47 hours	336
22 <sup>nd</sup> and thereafter	8.01 hours	416

Section B. In evaluating vacation requests, the wishes of the employee will be respected as to the time of taking vacation insofar as needs of service will permit. In cases where there are multiple vacation requests for the same time period that have not been approved or in cases where employee vacation requests are received within the same day, the rights of the senior employee will prevail in granting vacation requests. Supervisors have to either approve or deny requests within ten (10) working days.

Section C. Should an employee's sick leave benefit be exhausted, they shall have the right to request and receive all vacation credit due them at that time, irrespective of the established vacation period explained in Section B of this Article.

Section D. Upon termination of employment for any reasons of employees who have attained regular status, any accumulated vacation credit including pro rata payments for periods of less than one (1) year shall be paid.

## **ARTICLE IX** **SICK LEAVE**

Section A. All regular full time employees shall earn three and seven-tenths (3.70) sick leave hours biweekly. There shall be no limitation as to the number of sick leave working days an employee may accumulate.

Section B. In cases involving an employee's own serious health condition, after an employee has used all of their accumulated sick leave, and vacation, he or she shall be granted a leave of absence without pay without having their name removed from the roster for up to one (1) year upon presentation of medical reports at intervals as specified by the employer substantiating their continued disability. For the purposes of this section, time away from work shall include time spent in paid or unpaid leave status away from work as designated medically necessary regardless of whether this time is taken intermittent or consecutively. Such employee shall retain their seniority standing. No fringe benefits shall accrue except the Employer's contribution toward health and life insurance shall continue for up to nine (9) months. The employer's contribution toward health and life insurances shall end upon the death of an employee at which time the employee's dependents could elect to remain on the county's insurance plan in accordance with COBRA rights.

Section C. The Employer and the Union agree to comply with the following Workers' Compensation regulations: It is agreed that if an employee of the Employer shall receive a compensable injury and have accrued benefits under either sick leave, PTO or vacation plan. Employees may use available sick leave, PTO and/or vacation while on a valid workers' compensation leave in order to receive a "full" paycheck. For purposes of this section, employees shall be eligible to use up to one (1) hour of available sick leave, PTO or vacation, whichever applies, for every three hours of worker's compensation benefit received. In all cases, usage of sick leave, PTO and/or vacation shall be at the employee's option and must be requested in writing. It is understood that the additional payments made to the employee over and above that paid by Workers' Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation, PTO or sick leave benefits.

Section D. Disability due to pregnancy shall be treated as any other illness or disability and sick leave may be used therefore provided that medical opinions indicating the need for use of sick leave shall be furnished upon request of the Employer. Further, notice of anticipated sick leave use dates shall be given in advance on any planned confinement where practical relative to the type of disability involved.

Section E. Upon retirement, employees with a minimum of 960 hours of sick leave shall receive a cash payout calculated at twenty-five percent 25% of hours in excess of 960 hours but less than 1600 hours at the employee’s rate of pay upon retirement. Appendix A clarifies how this benefit is calculated.

Section F. An employee not entitled to Family Medical Leave or other leave benefits may use up to five (5) days of sick leave per calendar year to attend to an injured or ill spouse, dependents other than children living in the employee’s household, to attend to ill or injured parents or adult children not living in the employee’s household, but dependent upon the employee, or to attend to an ill or injured domestic partner living as a contributing member that is considered part of the family unit and not a tenant, renter or boarder. Nothing in this section shall be interpreted to mean that employees accrue or are eligible to receive sick leave for these purposes in addition to their existing sick leave accrual rate.

**ARTICLE X**  
**PAID TIME OFF (PTO)**

Section A. Paid Time Off (PTO) was optional for Employees hired prior to December 31, 2000. PTO is mandatory for employees hired on or after January 1, 2001. PTO is a combination of vacation, sick and funeral leave.

Section B. All probationary regular full and part-time employees are eligible to earn PTO from first day of employment with Mower County. Employees shall be able to utilize PTO as it accrues.

Section C. PTO Accrual is based on continuous employment with Mower County, whether in a probationary or regular status. Rehired employees are not eligible to receive any credit as a result of previous employment with Mower County. Part-time employees shall earn PTO accrual based on a pro-rated computation of a normal full time work year equaling 2080 hours.

Completed Years of Service	PTO Hours Accrued Biweekly	Maximum Accrual
0 – 5	6.16 hours	320
6 – 12	7.08 hours	368
13 – 21	8.62 hours	448
22 <sup>nd</sup> and thereafter	10.16 hours	528

An employee may accumulate unused PTO to a maximum of two (2) times the applicable annual earning rate. PTO earned and unused in excess of the maximum shall be forfeited. An employee may donate PTO hours to the “Medical Bank” created in Section D120 of the Mower County Personnel Policies. The employees shall put such a request in writing and submit it to the Human Resource Director.

Section D. When the employee’s accrual schedule changes based on years of service, the

payroll department will be responsible to make appropriate changes and place appropriate documentation in the employee's file.

**Section E.** Employees participating in the Paid Time Off program may be eligible to receive Short-Term Disability benefits, as detailed in *Article XXI Group Insurance and Disability Benefits*.

**Section F.** In cases involving an employee's own serious health condition, after an employee has used all of their accumulated PTO, he or she shall be granted a leave of absence without pay without having their name removed from the roster for up to one (1) year upon presentation of medical reports at intervals as specified by the employer substantiating their continued disability. For the purposes of this section, time away from work shall include time spent in paid or unpaid leave status away from work as designated medically necessary regardless of whether this time is taken intermittent or consecutively. Such employee shall retain their seniority standing. No fringe benefits shall accrue except the Employer's contribution toward health and life insurance shall continue for up to nine (9) months. The employer's contribution toward health and life insurances shall end upon the death of an employee at which time the employee's dependents could elect to remain on the county's insurance plan in accordance with COBRA rights.

## **ARTICLE XI** **VACATION / PTO CONVERSION**

This Article permits a conversion of "yet to be earned" PTO or Vacation to either cash or deferred compensation. The decision to convert is (1) made on an annual basis, (2) and made with respect to "yet to be earned" PTO or Vacation and (3) irrevocable once made.

### **Eligibility:**

All regular full and part time employees, who work a minimum of 20 hours per week, are eligible to convert "yet to be earned" PTO or Vacation to either cash or deferred compensation. **The PTO/Vacation Conversion election form must be submitted to payroll by the designated deadline.** Employees are responsible to maintain an adequate amount of PTO/Vacation in their banks to account for any need to be absent from work.

### **Conversion Rates:**

The minimum conversion rate is 10%. The maximum conversion rate varies based on your PTO or Vacation accrual level. The higher the accrual rate, the higher the maximum conversion rate. Employees can elect conversion rates in whole increments of 10%, 20%, 30%, 40%, 50%, 60%, 70% and 75% as applicable per the following chart. Employees can elect to convert to cash, deferred compensation or a combination of the two. The amount converted to deferred compensation cannot exceed IRS annual thresholds.

AFSCME Vacation Scale		Vacation Conversion					
Accrual Rate	Earned in 26 PP	Minimum 10%	50%	60%	70%	Maximum 75%	Remaining after max conversion
4.01	104.26	10.43	52.13				52.13
4.93	128.18	12.82	64.09	76.91			51.27

6.47	168.22	16.82	84.11	100.93	117.75		50.47
8.01	208.26	20.83	104.13	124.96	145.78	156.20	52.07

AFSCME PTO Scale		PTO Conversion					
Accrual Rate	Earned in 26 PP	Minimum 10%	50%	60%	70%	Maximum 75%	Remaining after max conversion
6.16	160.16	16.02	80.08				80.08
7.08	184.08	18.41	92.04	110.45			73.63
8.62	224.12	22.41	112.06	134.47	156.88		67.24
10.16	264.16	26.42	132.08	158.50	184.91	198.12	66.04

The accrual rates are based on years of service as described below:

Years of Service	PTO Accrued per Pay Period	Vacation Accrued per Pay Period
1 <sup>st</sup> year through 5 <sup>th</sup> year	6.16	4.01
6 <sup>th</sup> year through 12 <sup>th</sup> year	7.08	4.93
13 <sup>th</sup> year through 21 <sup>st</sup> year	8.62	6.47
22 years and more	10.16	8.01

**Conversion Date:**

The first payroll in December is when the cash out will occur for those who elected to cash out. The conversion to deferred compensation will take place by the second payroll in December.

**ARTICLE XII**  
**MISCELLANEOUS LEAVES OF ABSENCE**

**Section A.** Any employee elected by the UNION to represent the UNION at International, State or District conventions which require their absence from duty shall be granted the necessary time off to attend such meetings without pay, without discrimination and without loss of seniority rights or any other rights granted by the Employer.

**Section B.** An employee who performs with a color guard at a military funeral will receive compensation as though the employee had been working. After accounting for travel time, if the employee can perform at least one hour of work before the funeral, he or she is expected to report to work as normally scheduled. After accounting for travel time, if the employee can perform at least one hour of work after the funeral, he or she is expected to report to work as normally scheduled. This section does not preclude employees from requesting time off around the funeral at their discretion.

**Section C.** The EMPLOYER agrees to continue full County salary for any employee who serves as a juror, provided that such employee shall reimburse the EMPLOYER the amount

received by them as per diem for serving as a juror and, further, that the employee shall report to work at such times during their jury service requirement that they are excused from such service during normal working hours.

Section D. Unpaid leaves of absence, not to include medical leaves, for reasonable purposes not enumerated in this Article may be granted at the discretion of the Employer for reasonable periods and such leaves may be extended or renewed at the discretion of the Employer.

Section E. The Employer agrees to respond in writing to any request for a leave of absence made in writing within fifteen (15) days of receipt thereof, indicating approval or denial of the request.

Section F. The employer and employee shall comply with all State and Federal laws regarding employee disability and leaves of absence including Family Medical Leave Act and Minnesota Parenting Leave.

### **ARTICLE XIII** **SENIORITY**

Section A. Seniority standing shall be granted to all employees who have attained regular status by completing six (6) months of a probationary period. The seniority date of an employee attaining such regular status shall be the first day of employment. During the probationary period, an employee may be discharged by the Employer without cause and without the same being a breach of this Agreement or constituting a grievance hereunder.

Section B. All employees promoted or reassigned within the bargaining unit shall serve a 120 day probationary period. During such a promoted or reassigned probationary period, the employee may be demoted or reassigned to his/her previous position at the discretion of the Employer, subject to grievance procedures alleging discrimination or arbitrary action on the part of the Employer. During the same period, the employee shall have the right to revert to his/her former position. Employees reassigned to their former position as a result of the former incumbent reassuming the position, shall not have access to the grievance procedure, alleging discrimination or arbitrary action on the part of the Employer. Employees who revert or are reassigned to their former position, during the 120 day probationary period, shall be entitled to the pay and benefits of their previous position as if they had never left the position.

Section C. An employee shall lose their seniority standing upon voluntary resignation from employment or upon discharge. An employee's seniority shall not be terminated during authorized leaves of absence or because of absence due to illness until removed from the payroll pursuant to Article IX, Section B.

Section D. When any position in the agency becomes vacant or when a new position is created within the bargaining unit, such position shall be posted on employee's bulletin boards or by email at the discretion of the employer for five (5) working days for current positions, and ten (10) working days for new positions. It shall be the prerogative of qualified employees to make application for posted positions, and employees will be given an opportunity to make a confidential "blanket" posting for available openings in which the employee is already on the

Merit System roster. Such “blanket” posting shall remain active for one year following the employee’s “blanket” posting date and shall be considered as an application for the available position as long as the employee’s “blanket” posting is active. It shall also be mandatory that such qualified employee be given prior consideration for said positions before it is considered to be filled from outside the agency. An employee shall be considered qualified if prior to the end of the posting period, they are on the Merit System register. When a classification new to Mower County Health & Human Services is created, an employee will be considered qualified if they are on the Merit System register, in the process of testing or have scheduled testing. If two or more qualified employees apply for the same position, determination shall be made based upon a 100 point system as follows:

- A. 75 points of the 100 point system will be based on criteria established by the County prior to the posting of each position opening, and said criteria will be specifically enumerated on the posting for each individual position.
- B. Employees are credited 1/12 of 1 point for each full month of service up to a maximum of 25 points of the 100 point system

See Appendix B for expanded description of this system.

The Employer agrees to post promotional examination notices provided for by the Department of Health & Human Services for the employee’s opportunity to take such promotional examinations. For purposes of this section, a position shall be considered vacant if the prior incumbent is not on a compensated leave status or not in the first thirty (30) days of an uncompensated medical leave.

Section E. Seniority status shall be brought up to date on January 1 of each calendar year and posted on employees’ bulletin boards. A copy of the seniority list shall be delivered to the Secretary and the President of the Union.

Section F. Nothing herein shall be construed to affect the status of veterans in contravention of existing laws relating to veterans’ employment, promotion or discharge.

Section G. The Employer at its discretion shall determine whether layoffs are necessary. The employer shall provide a two-calendar week notice of layoff to the employee in the affected position. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off by classification in the following order:

- 1) Temporary employees; seasonal employees; provisional employees;
- 2) Probationary employees; and
- 3) In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available

Employees laid off shall have the opportunity to test for positions within the same or lower pay grade.

Employees who are notified that they will be laid off shall be able to displace less senior employees in the same or lower pay grades provided the employee is on the appropriate merit system register. Employees notified of layoff shall have the opportunity to take the appropriate merit system test for positions within the same or lower pay grade within thirty (30) days of notice of layoff.

Employees can displace less senior employees at a higher level provided they are on the appropriate merit system register on the date the layoff notice is received.

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

An employee recalled to a position in a lower rated job classification, shall have the right to return to the job classification held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall, unless the position is one which would disqualify the employee for receipt of unemployment benefits under the standards applicable at the time of the recall. The Employer shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing or required to be recalled to said classification.

Employees who are eligible for recall shall be given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Agency Director of his or her intention to return within three (3) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Agency Director with his/her latest mailing address.

Section H. If layoff is a result of a shutdown of the State of Minnesota, the provisions below apply only to the term of any layoff as result of the State shutdown and supersede any provisions to the contrary in the respective Collective Bargaining Agreement.

The Employer at its discretion shall determine whether layoffs are necessary. The employer shall provide a two-calendar week notice of layoff to the employee in the affected position. An employee who receives notification of a layoff due to a state shutdown will be able to exercise their bumping rights to displace an employee in another job classification as long as the employee is deemed qualified under the Merit system and has the appropriate level of access to state systems in order to perform the work. If an employee requests access to state systems, the employer shall make a good faith effort to honor the request, but shall not guarantee state access.

Employees who are notified of layoff and are not eligible to, or elect not to, bump will be placed on a paid Involuntary Leave of Absence (LOA) status. While on an Involuntary LOA status, employees will be required to utilize their compensatory banks, paid time off, and/or vacation

time prior to the leave becoming unpaid. Employee sick banks, if applicable, would not be forfeited during time spent in this LOA status. In addition, the County would continue paying its share of health and life insurance benefits during the time of leave. While the leave is paid, the County will continue taking out the employee's share of insurance deductions from his/her paycheck. If the leave becomes unpaid, the employee will be responsible for paying his/her share of benefits directly to the County to ensure continuation of coverage. The amount owed for insurance benefits will be evaluated at the end of each month. If the employee has worked or accrued benefit hours within the month, he or she is entitled to receive the County contribution for that month. If the employee has no worked or accrued benefit hours during the month, he or she will be required to pay the total premium (including a 2% admin fee) for coverage that month. The County will adhere to any grace periods under COBRA; however, if the employee returns to work prior to paying for delinquent insurance coverage, the employee automatically authorizes an automatic deduction from their next paycheck(s) for any deductions owed.

When the budget is resolved, employees who bumped to other positions as well as employees who were placed on an involuntary leave of absence status would return to the position held at the time of original layoff notification, if it exists.

#### **ARTICLE XIV** **SUSPENSION/DISCHARGE**

**Section A.** The Employer agrees that an allegation of arbitrary or capricious application of its rules and regulations shall be subject to the grievance procedure. The Employer shall not discipline or discharge any post-probationary employee without just cause. The Employer further agrees that disciplinary action shall be in timely fashion.

**Section B.** The Employer agrees with the tenets of progressive and corrective discipline, where appropriate. Once the measure of discipline is determined and imposed, the Employer shall not increase if for the particular act of misconduct unless new facts or circumstances become known.

**Section C.** In case of a veteran, applicable Minnesota Statutes pertaining to Veterans' Preference shall be the exclusive remedy where a termination is being considered unless the affected veteran waives, in writing, their rights under Veterans' Preference and elects procedures pursuant to this Agreement.

**Section D.** When an investigation relating to a covered employee's conduct appears likely to lead to suspension, demotion or discharge, the affected employee shall be given the opportunity to have a Union representative present for the investigation of the matter as witness and advisor, if available within a reasonable time.

**Section E.** An employee shall submit a written request to examine and/or receive copies of items contained within his or her personnel file. The examination of personnel file contents should occur at a time agreed upon between the employee and employer during the employer's normal business hours. The review of the personnel record will be under supervision of the employer and the employee will receive a copy of any and all materials within the personnel file at no cost.

**ARTICLE XV**  
**EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE**

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

**Section B. 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.

**Section C. Processing of a Grievance.** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and 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 working hours provided the employee and the Union representative have notified and received the written approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

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

Step 1: An employee claiming violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, or twenty-one (21) days after the grievant, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance to the employee's supervisor, or in the absence of the Supervisor, the Director. The Supervisor 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 Supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days may be considered waived. Failure of the Supervisor to respond within the time limits specified shall authorize appeal of the grievance to the next Step.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the County Coordinator, or his/her designee (the Human Resource Director) in the Coordinator's absence. The County Coordinator 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 County Coordinator final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days may be considered waived. Failure of the County Coordinator to respond within the time limits specified shall authorize appeal of the grievance to the next Step.

If the grievance is not resolved at Step 2 of the grievance procedure, the matter may be submitted to mediation with the Bureau of Mediation Services provided both the Employer and the Union mutually agree to the submission of the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 3 of the grievance procedure.

Step 3: A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the “Rules Governing the Arbitration of Grievances” as established by the Public Employment Relations Board.

Section E. Arbitrator’s Authority.

1. The arbitrator shall have no right to amend, modify, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the 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.
2. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator’s decision shall be submitted in writing within thirty (30) days following close of the hearing or the 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 terms of this Agreement and to the facts of the grievance presented.
3. The fees and expenses for the arbitrator’s services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

Section F. Time Limit Waiver. The time limit in each Step of the grievance procedure may be extended by mutual written agreement of the Employer and the Union.

Section G. Choice of Remedy. If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves a subject on which any other appeal procedures are available, the grievance may be appealed either to Step 3 of this Article or to such other procedure. If appealed to a different procedure, then the grievance is not subject to the arbitration procedure as provided in Step 3. The aggrieved employee shall indicate in writing which procedure is to be utilized 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 3 of Article XV.

Section H. Employer Representative Designation. The Employer designated representatives for purposes of this Article shall be named and posted by the Employer and may be amended at the discretion of the Employer.

**ARTICLE XVI**  
**FORMAL PROTEST**

Section A. If a grievance involves and affects more than five (5) employees or the Union itself, the grievance may be reduced to writing by the Union (or the employees or their designated representative in the event the Union has declined to proceed with the grievance) and must be served upon the Employer within twenty-one (21) days after the grievance occurred or twenty-one (21) days after the grievant, through the use of reasonable diligence should have known of the occurrence that gave rise to the grievance. The Employer shall, with ten (10) days, serve its answer upon the Union (or in the appropriate case, employee(s)) or their designee. If no settlement is reached, the grievance may be submitted to arbitration in accordance with Article XV.

**ARTICLE XVII**  
**PAY PLAN**

Section A. The Pay Plan provided for in this Agreement is contained on Appendix C attached hereto and hereby made a part of this Agreement.

For purposes of this agreement the pay plan is increased as follows (subject to the attached wage chart shown in Appendix D):

Effective 1/1/2018	2.5% over 2017 rates
Effective 1/1/2019	2.5% over 2018 rates
Effective 1/1/2020	2.5% over 2019 rates

Section B. Except for employees at or above the top of their range, each employee shall be considered for a one-step merit increase on his or her anniversary date of employment and shall be granted such merit increase, unless he or she should be denied his or her merit increase for good and sufficient reasons for which the employee has been given specific written notice of at least thirty (30) days prior to his or her anniversary date. The Employer will also discuss reason for denial verbally with the employee. The Employer shall notify the Union of the fact that the employee is being denied the merit increase, but need not outline to the Union specific reasons for this denial. The employee shall have right of appeal through the normal Grievance Procedure, based on any specific reasons for the denial as outlined to him or her by the Employer.

Section C. During the term of this Agreement, new employees shall be eligible for step increase consideration twelve (12) months after the date of employment. A regular employee who is promoted to a higher classification shall be placed at the next higher dollar step or 2.75% above their current salary, whichever is higher, on the range to which promoted, subject to the top step of the range. In the event the new pay rate associated with the promotion places the employee between steps, the employee will receive a pay increase up to the next step on their

next anniversary date. For purposes of this section, the employee's anniversary date will not change and will be maintained as the anniversary date prior to the promotion.

Section D. A regular employee who is re-evaluated to a higher classification shall be placed at the next higher dollar step on the range to which re-evaluated, or 2.75% above their current salary, whichever is higher, subject to the top step of the range. In the event the new pay rate associated with the re-evaluation places the employee between steps, the employee will receive a pay increase up to the next step on their next anniversary date. For purposes of this section the employee's anniversary date will not change and will be maintained as the anniversary date prior to the re-evaluation. The effective date shall be the date a fully completed re-evaluation request is accepted by the Human Resource Director.

In the event a re-evaluation results in a lower grade, the employee shall maintain their existing pay rate. On their next anniversary date the employee shall be placed on the next higher dollar step on the range to which he/she is placed on as a result of the re-evaluation. In the event the employee's pay rate exceeds step 10 of the new grade, the employee shall maintain their existing pay rate until the pay range "catches up." The employee's anniversary date will not change. The effective date shall be the date a fully completed re-evaluation request is accepted by the Human Resource Director.

Section E. In the event of voluntary or involuntary demotions, the following pay agreements shall apply:

- 1) Voluntary:
  - a. For employees who previously received promotions and are demoting to a position previously held, the pay is adjusted as if the previous promotions had not occurred. The employee's anniversary date is that of the position previously held. This includes employees who do not make probation on a promotional position.
  - b. For employees who had not been previously promoted, the employee's pay is adjusted to the appropriate step of the new position as if the employee had been originally hired in that position.
- 2) Involuntary (including those occurrences that involve restructuring, discipline, layoffs, etc.)
  - a. Employees retain pay level, regardless of the top of the new pay range. Future pay increases are frozen if the employee is "over the top" until the pay range catches up.
  - b. Employees whose pay level is within the new pay range shall have their steps frozen until their years of service equal the pay step on the new range. Employees shall receive the annual pay increase afforded other employees.

Section F. All employees in the bargaining unit shall be non-exempt.

Section G. The purpose of this section is to define how the classification and compensation study's new wage scale (if adopted by the County Board) will be implemented in 2018 to replace the current wage scale. Described in this section is how employees will be placed on the new wage scale. This section will expire upon converting to the new wage scale.

1. The implementation shall be effective January 1, 2018 after the 2018 COLA is applied to the current wage scale.
2. The following describes the methods that will be used in determining placement on the new wage scale:
  - a. Employees between Steps. Employees whose 1-1-18 wage falls between pay steps on the new wage scale shall receive an increase to the Step above their 1-1-18 wage. Thereafter, the employee shall be eligible for future step increases consistent with the CBA.
  - b. Employees below Step 1. Employees whose 1-1-18 wage falls below Step 1 on the new wage scale shall be placed on Step 1 on the scale. Thereafter, the employee shall be eligible for future step increases consistent with the CBA.
  - c. Employees above Step 10. Employees whose 1-1-18 wage falls above Step 10 (top end) on the new wage scale shall have their base wage frozen and shall be entitled to receive fifty percent (50%) of the approved COLA in the CBA based on actual hours paid calculated at year end. Said wage adjustment shall be non-cumulative to the employee's base wage. This shall occur for said employees until the employee's base wage falls within the approved wage schedules in the CBA.

### **ARTICLE XVIII** **CALL BACK**

Section A. Employees called back to work outside of their normal work schedule shall be paid a minimum of two hours at the appropriate rate.

Section B. The provision for minimum time set forth in this Article shall not apply if the employee is responding in a manner which creates an extension or early report to a regularly scheduled shift.

### **ARTICLE XIX** **GENERAL PROVISIONS**

Section A. Employees in the field on official agency business out of the County requiring meals and lodging away from home and approved by their supervisor will be reimbursed for meals and lodging at the rate established for other County employees.

Section B. Mileage will be reimbursed to employees for authorized travel at the rate established annually for other County employees.

**ARTICLE XX**  
**PART TIME EMPLOYEES – SPECIAL PROVISIONS**

Section A. Part time employees covered by this agreement who fill positions within the bargaining unit shall be entitled to pro-rated accrued benefits according to their actual hours worked, to include paid holiday hours and accrued benefit hours utilized within the pay period. Years of service in regards to determining wage and accrued benefit changes, and any other benefits that use years of service as a benchmark, will be calculated based on calendar year whereas one calendar year equals one year of service.

Paid holiday hours will be pro-rated for part-time employees based on their full-time equivalent (FTE) status. For example, a 20 hour per week employee would be eligible to receive four hours of holiday pay regardless of his or her normally scheduled hours on the observed holiday. Employees must use paid time off hours if the holiday hours cause a reduction in their normally scheduled hours or they may request to alternate their schedule during the holiday week at the discretion of their supervisor. Conversely, employees may be asked to reduce their hours to equal their FTE during the week of the holiday if the holiday hours cause them to exceed their normally scheduled workweek.

Section B. The Employer may use temporary help to fill any existing vacant position for up to thirty (30) days. If a vacancy occurs because a full time employee covered by this Agreement is on sick leave, vacation or other authorized fringe benefit leave, or if the employee is covered under the provisions of the Family and Medical Leave Act or applicable state leave regardless of paid status, the vacancy shall be considered temporary. The Employer need not post such position and temporary help may be used to fill such position until the employee returns to work. Except as provided above, no temporary workers shall be placed in any classified position until seniority provisions of the Agreement have been satisfied and no event shall a qualified employee with seniority status be replaced or held in layoff status by a temporary worker

Section C. Employees who work the minimum number of hours per week meeting the insurance coverage thresholds as established by Federal and State law will receive the same contribution toward health and life insurance benefits as full-time employees. Employees working less than the minimum number of hours per week and not meeting the insurance coverage thresholds as established by Federal and State law are not eligible for health and life insurance through the County.

Section D. Notwithstanding other provisions of this Article, the Employer may hire students or other persons for part time temporary positions or on special government financed programs, but such employees shall not gain regular status while on such programs and the Employer need not provide fringe benefits otherwise required by this Agreement.

Section E. This Article shall be limited to five (5) Full-Time Equivalent (FTE) positions.

**ARTICLE XXI**  
**GROUP INSURANCE PROGRAM and DISABILITY BENEFITS**

Section A. The EMPLOYER agrees to continue to make a base hospital and medical insurance programs available to full-time employees, subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier. Any change in the benefit coverage shall be negotiated with the Union.

All new hires will be eligible for health care coverage on the first day of the month following the date of hire.

The Base Plan is a VEBA 2600/5200 deductible plan. Effective January 1, 2018 – December 31, 2020 the employer will pay the full single premium and contribute fifty percent (50%) of the primary deductible level into the VEBA account.

Effective January 1, 2018 – December 31, 2018, the Employer contribution towards family health insurance premiums and deductibles of the Base Plan will be capped at \$1682 per month if the base plan family premium increase over 2017 rates is four percent or less ( $\leq 4\%$ ). If the base plan premium increase is over four percent ( $>4\%$ ) then the total increase is split 50/50 between the employer and the employee.

Effective January 1, 2019 — December 31, 2019, the Employer contribution towards family health insurance premiums and deductible of the Base Plan will be capped at \$1698 per month if the base plan family premium increase over 2018 rates is four percent or less ( $\leq 4\%$ ). If the base plan premium increase is over four percent ( $>4\%$ ) then the total increase is split 50/50 between the employer and the employee.

Effective January 1, 2020 – December 31, 2020, the Employer contribution towards family health insurance premiums and deductible of the Base Plan will be capped at \$1715 per month if the base plan family premium increase over 2019 rates is four percent or less ( $\leq 4\%$ ). If the base plan premium increase is over four percent ( $>4\%$ ) then the total increase is split 50/50 between the employer and the employee.

In the event the County offers optional health insurance plans, these optional plans are not negotiated plans and changes to these plans may be made at the employer's discretion. Employees, who choose an optional plan, must pay any difference if the cost is greater than the cost of the negotiated plan. These optional plans shall not be negotiable nor subject to MS 471.61.

The Employer agrees to enter into an Insurance Labor Management Committee to discuss changes to the health care plan. The Insurance Labor Management Committee will meet to continue the efforts to meet the committee's mission for the length of this contract. The Committee will consist of management and representatives from any bargaining units wishing to participate in discussion of insurance changes. The parties will consider committee recommendations for ratification. Should both parties ratify an insurance change, those changes will become part of the union agreement. If one of the parties does not ratify the committee recommendation, the current contract language remains in place.

For the term of this agreement the County will continue to offer a full flexible spending account plan (Section 125 Plan) for insurance premium payments, out of pocket medical expenses and day care expenses.

Section B. The **EMPLOYER** agrees to provide and to pay the premiums for term life insurance coverage for all full-time employees covered by this Agreement in the amount of fifty thousand and no/100 (\$50,000.00) Dollars, with the effective date of such coverage for newly hired employees to be first of the next month following the date of employment.

Employees who had the \$5,000 whole life policy changed to the \$50,000.00 term life insurance and have received a Paid Up Certificate, can either retain or cash out upon termination or retirement from employment with Mower County.

Section C. The **EMPLOYER** agrees to make a long term disability insurance program available to full-time employees, subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier.

Full-time employees may individually elect to enroll for long term disability insurance coverage. The cost for any monthly premium for long term disability insurance coverage not paid by the Employer shall be paid by the employee through payroll deduction.

EFFECTIVE January 1, 2001 through the term of this agreement, the **EMPLOYER** will pay fifty percent (50%) of the employee's premium for disability insurance coverage, up to a maximum of \$10.00 per month.

Disability premiums for employees who choose to purchase LTD under the PTO section do not qualify for any employer reimbursement.

Section D. Mower County will provide a Short-Term Disability benefit for all employees under the Paid Time Off (PTO) system and will pay the full premium cost for such coverage. All employees hired prior to January 1, 2011 will be covered under this benefit plan regardless of their full-time equivalent status as of December 31, 2010. Employees hired after January 1, 2011 who do not meet the minimum hours requirement, or employees hired prior to this date who subsequently have a status change below the minimum hours requirement, are not eligible for County provided coverage under this plan.

The minimum requirements/benefits for the County's Short-Term Disability Plan are as follows<sup>[1]</sup>:

1. Eligible employees must work at least 30 hours per week
2. The County will provide a benefit of at least 66 2/3 percent of weekly earnings, as a nontaxable benefit to the employee, up to a maximum benefit of \$1,150 per week.

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<sup>[1]</sup> The minimum requirements that provide for benefits are not a guarantee that an employee will receive such benefits, as the insurance provider reserves sole discretion in determining whether an illness or injury is qualified under the plan.

3. The County will provide a benefit that begins after a 5 working day or 40 hour elimination period for both illness and injury. *(subject to agreement by all unions)* A working day shall include Holidays pursuant to the CBA and subject to the County practice of the employee on paid status before and after the holiday.
4. The County will provide a benefit that offers coverage for 13 calendar weeks that begin on the date of onset or occurrence.
5. The County will provide a benefit that offers both full and partial disability coverage for employees who return to work on a partial or intermittent basis within the benefit period.
6. The County may elect to offer a benefit with a pre-existing exclusion period for new hires after January 1, 2011, but not for employees currently on the County's Short-Term Disability plan as of December 31, 2010. The pre-existing exclusion period will not exceed a look back period of more than 12 months prior to the employee's effective date on the plan nor will exclude an employee from receiving benefits for a pre-existing condition commencing after 12 months of consecutive enrollment in the plan. A future loss of plan eligibility for employees hired prior to January 1, 2011 may result in a pre-existing exclusion period if the employee would become eligible to re-enroll in the plan at another time during their employment with the County.
7. The County will offer a policy covering recurrent disability claims due to the same or related causes that occurs after 14 days of the end of the prior disability. A new elimination period may apply to a recurring disability that occurs after the 14 day period.

Employees receiving a Short-Term Disability benefit will not be eligible to accrue Paid Time Off hours during the time in which they are not working, except during the elimination period or at any other time within the leave period in which they are using their accrued benefit hours to cover their time away from work. Paid Time Off accruals will be based on the combination of actual hours worked and benefit hours utilized within the pay period and not on the employee's regular full-time equivalent status prior to the leave.

Employees will receive credit for holiday hours either through compensation or through hours added to their Paid Time Off bank as specified:

- a. If the holiday falls within the time period when or on either side of a day that a partially disabled employee is working, the employee will receive a compensated holiday based on the employee's regular full-time equivalent status prior to the leave.
- b. If the employee is fully disabled or if he or she is partially disabled and not working on either day surrounding the designated holiday, the employee will receive up to 8 hours of Paid Time Off for future use; with the exact benefit hours to depend on the employee's regular full-time equivalent status prior to the leave.

For wage and hours purposes, the payment of Short-Term Disability will not be included within the computation of overtime hours.

In the event the leave is not approved for short-term disability (STD), the employee may elect to go into an unpaid status until STD qualified. Employee must have returned completed STD paperwork in order to make this election. In the event the employee is disqualified for STD, the employee shall be required to use PTO and compensatory pay for any prior use of unpaid hours during the STD determination period.

Employees who are on Family Medical Leave or any Federal, State, or other statutory leaves will be allowed to remain on the County's insurance programs at no additional expense to them and will be eligible to accrue seniority as if they were actively at work during their leave time.

Section E. Mower County will offer long-term disability policy at full employee cost for use after short-term disability has expired.

**ARTICLE XXII**  
**RETIREMENT BENEFITS**

Section A. Retirement benefits shall be available to any employee hired prior to January 1, 2004 who retires upon attaining age fifty-six (56) with minimum years of service in accordance with the following:

20 years of service  
56 years of age and eligible to retire under the PERA Rule of 90

20 years of service  
58 years of age

15 years of service  
62 years of age

10 years of service  
65 years of age

Employees hired after January 1, 2004 shall qualify for retirement benefits upon attaining age fifty-six (56) with minimum years of service in accordance with the following:

20 years of service  
56 years of age and eligible to retire under the PERA Rule of 90

20 years of service  
58 years of age

Employees hired on or after January 1, 2013 shall not be eligible for health insurance continuation or county contribution toward premiums/deductibles upon retirement outside of continuation rights prescribed under state and federal law.

Definitions:

Traditional – Defined as a retired employee with or without one dependent.

Non-Traditional – Defined as a retired employee with 2 or more dependents.

1. For eligible employees hired prior December 17, 1992 with retirement dates on or after January 1, 2010.

- a. Retired employees who meet the eligibility requirements provided above and meet the definition of traditional retiree shall be allowed to continue as members of the base hospital & medical insurance program available to full-time active employees until the retired employee or the retired employee's dependent becomes eligible for Medicare. Once eligible for Medicare, the affected plan participant or the affected plan participant's spouse will no longer be eligible for the base hospital and medical insurance coverage through the county, but may elect to purchase Medicare Part B and continue insurance through the county's Medicare Supplement Health Insurance plan.

Eligible retired employees shall receive an employer contribution towards insurance premiums offered by the employer with a maximum not to exceed the employer contribution towards active employees. Medicare B premiums and penalties are excluded from employer reimbursement.

Eligibility for retirement benefits for employees hired prior to December 17, 1992 with retirement dates on or after January 1, 2010, will end on the date of the retiree's death. The retiree's spouse shall be eligible to continue health insurance but "COBRA cost" shall be the responsibility of the retiree's spouse.

In the event the employer changes the base hospital and medical insurance plan or the Medicare supplement plan, said changes to the plan and benefits will apply to retired employees.

- b. Retired employees who meet the eligibility requirements provided above and meet the definition of non-traditional retirees shall be allowed to continue as members of the base hospital and medical insurance program available to full-time active employees until they experience a status change and meet the definition of traditional retiree. Once the status changes to the traditional retiree definition, the benefit provided changes to that provided in section 1.a. As long as the retired employee meets the definition of non-traditional retiree, the retired employee shall receive the same employer contribution towards insurance premiums as active employees.

Eligibility for retirement benefits for employees hired prior to December 17, 1992 will end on the date of the retiree's death. The retiree's spouse shall be eligible to continue health insurance but said cost shall be the responsibility of the retiree's spouse.

In the event the employer changes the base hospital and medical insurance plan or the Medicare supplement plan, said changes to the plan and benefits will apply to retired employees.

2. Eligible employees hired between December 17, 1992 and December 31, 2012 with retirement dates after January 1, 2010 shall have the employer contribution towards insurance premiums capped at the dollar amount being paid towards insurance premiums for active employees at the date of the employee's retirement. The employer contribution shall be limited towards health insurance plans provided by the county pursuant to this agreement. Eligible retired employees hired after December 17, 1992 shall pay all

subsequent increases in premium cost after retirement. Eligibility for retirement benefits for employees hired after December 17, 1992 will end on the date the retiree becomes eligible for Medicare. The county will offer a Medicare supplement policy for retirees and their spouse but said cost shall be the responsibility of the retiree.

In the event the employer changes the base hospital and medical insurance plan or the Medicare supplement plan, said changes to the plan and benefits will apply to retired employees.

Section B. Employees must currently be participating in the health insurance plan during the last seven (7) years of their employment with Mower County, including the last day of employment. Employees need to qualify with total years of service and age as required under Section A of this Article. For purposes of this benefit, part time employees receive full credit for years of service. Benefits will be based on the policy/benefit that the employee participated in during the majority of their last seven (7) years of employment with Mower County.

- 1) If the employee was full time for 3.5 years or more during the last seven years and participated in health insurance for the last seven (7) years and meets the requirements of Section A, then the employee receives retiree's health insurance on the same basis as full time employees pursuant to other provisions of this Article.
- 2) If the employee was part time 3.5 years or more during the last seven years and participated in health insurance for the last seven (7) years and meets the qualifiers of Section A, then the employee will receive retiree's health insurance benefits on the same basis as part time employees pursuant to the provisions of this Article and Article XX (regarding part time employees).

Employees whose full time years of service qualify them for the provisions of this Article and who have part time years of service will also qualify for "full retiree" health insurance benefits of this section.

Section C. Any employee, who, because of permanent disability as evidenced by a doctor's written statement to that effect, is no longer able to perform substantially all of the duties of the position and has used all available sick leave, shall retire on a date determined by the Employer.

Section D. The Employer agrees to pay up to the existing contribution rate of group health for twelve (12) months and life insurance premiums for three (3) months after the last date of employment of an employee if that employee is eligible for permanent disability benefits pursuant to the Public Employees Retirement Association law.

Mower County will provide insurance continuation for retired employees and eligible dependents in accordance with MN Stat. 471.61 Subd. 2b.

**ARTICLE XXIII**  
**NEGOTIATING COMMITTEE**

The negotiating committee will consist of three (3) members that will be paid up to eight (8) hours for negotiation meetings with management.

**ARTICLE XXIV**  
**NO STRIKE AGREEMENT**

Section A. In recognition of the provision in this Agreement providing for binding arbitration of grievances, the Union, its officers or agents, or any of the employees covered by this Agreement, shall not cause, instigate, condone or engage in any strike, work slowdown, mass resignation, mass absenteeism, willful absence from one's position, the stoppage of work, or in the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. A violation of this Article may constitute cause for dismissal.

**ARTICLE XXV**  
**WAIVER**

Section A. 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.

Section B. 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 the law from bargaining. All agreements, and understandings arrived at by the parties are set forth in writing in 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 Agreement was negotiated or executed.

**ARTICLE XXVI**  
**MUTUAL CONSENT CONTINGENCY**

Section A. This Agreement may be amended at any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

**ARTICLE XXVII**  
**SEVERABILITY**

Section A. In the event that any provision, phrase or clause of this Agreement shall at any time be declared invalid by any court of jurisdiction, the decision shall not invalidate the entire Agreement. It is the expresses intention of the parties that all other provisions remain in full force and effect.

**ARTICLE XXVIII**  
**DURATION OF AGREEMENT**

Section A. This Agreement shall be effective as of July 1, 2017 and shall remain in full force and effect until June 30, 2020. It shall renew from year to year thereafter unless either party shall notify the other in writing not less than ninety (90) days prior to June 30, 2020 that it desires to modify this Agreement or negotiate a new agreement. If such notice is given, negotiation shall begin not less than sixty (60) days prior to June 30, 2020 and the contract may be terminated by either party if an impasse is certified pursuant to M.S. §179A.16, Subd. 1.

**ARTICLE XXIX**  
**SUCCESSOR CLAUSE**

In the event of the creation of a new entity to which Mower County is part of the governance structure (i.e. including, but not limited to, service delivery authority (SDA) or joint powers agreement (JPA)), the County agrees to adhere to the tenants of Minnesota Statute 402A.40, subd. 5 for employees who are actively employed on the date in which the new governance structure becomes effective. If legislation changes this statute, the changes will be automatically incorporated into this agreement.

MOWER COUNTY WELFARE  
CHAPTER, LOCAL NO. 2566,  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, MINNESOTA COUNCIL  
NO. 65

MOWER COUNTY BOARD OF  
COMMISSIONERS, MOWER COUNTY,  
AUSTIN, MINNESOTA

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Board Chair Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
County Coordinator Date

\_\_\_\_\_  
Signature Date

**APPENDIX A**  
**SICK LEAVE SEVERANCE EXAMPLES**

- a. Employee has 900 hours at retirement.  
Not eligible for benefit.
- b. Employee has 1200 hours at retirement.  
1200  
-960  
240 x .25 = 60 eligible hours
- c. Employee has 1600 hours at retirement.  
1600  
-960  
640 x .25 = 160 eligible hours
- d. Employee has 1700 hours at retirement.  
1700 (over cap)  
-960  
640 (maximum allowed) x .25 = 160 eligible hours

**APPENDIX B**  
**“PROCEDURE FOR POSITION TRANSFER DUE TO VACANCY”**

**Example 1: Employee with 60 months of service**

**100 POINT SYSTEM FOR QUALIFIED INDIVIDUALS**

75 points based on criteria established by the County prior to the posting of each position opening (score of 75 out of 75 possible points)	75
Up to 25 additional points for time in employment, awarded at 1/12 of point for each month	5
<b>TOTAL POINTS TOWARD NEW POSITION</b>	<b>80 points</b>

**Example 2: Employee with 24 months of service**

**100 POINT SYSTEM FOR QUALIFIED INDIVIDUALS**

75 points based on criteria established by the County prior to the posting of each position opening (score of 75 out of 75 possible points)	75
Up to 25 additional points for time in employment, awarded at 1/12 of point for each month	2
<b>TOTAL POINTS TOWARD NEW POSITION</b>	<b>77 points</b>

**APPENDIX C**  
**PAY PLAN**

<b><u>POSITION TITLE</u></b>	<b><u>GRADE</u></b>
Office Support Specialist	5
Accounting Technician	6
Information Support Specialist	6
Support Enforcement Aide	6
Accounting/Collections Specialist	7
Case Aide	7
Financial Worker	7
Child Support Officer	8
Financial Assistance Specialist	8
Lead Financial Worker	8
Registered Nurse	9
Community Health Specialist	10
Family Facilitator	11
Public Health Nurse	11
Social Worker	11
Lead Social Worker	12
Public Health Lead	12
Public Health Planner	12

**APPENDIX D**  
**Salary Charts**

Hourly Pay Scale for 2018										
NEW GRADE	Range Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Range Maximum
2.5%	A	B	C	D	E	F	G	H	I	J
18	38.8053	40.6592	42.5130	44.3670	46.2210	48.0752	49.9294	51.7831	53.6372	55.4916
17	36.9426	38.7079	40.4727	42.2381	44.0030	45.7681	47.5331	49.2978	51.0630	52.8281
16	35.0800	36.6392	38.1987	39.7575	41.3169	42.8760	44.4352	45.9942	47.5534	49.1125
15	33.2177	34.6941	36.1705	37.6471	39.1234	40.5997	42.0759	43.5521	45.0283	46.5051
14	31.3556	32.6795	34.0032	35.3269	36.6509	37.9751	39.2985	40.6227	41.9466	43.2703
13	29.4930	30.7383	31.9834	33.2288	34.4739	35.7192	36.9646	38.2097	39.4552	40.7005
12	27.6303	28.7971	29.9636	31.1304	32.2970	33.4639	34.6304	35.7967	36.9633	38.1301
11	25.7680	26.7987	27.8296	28.8602	29.8912	30.9219	31.9525	32.9830	34.0138	35.0443
10	23.9056	24.8621	25.8184	26.7742	27.7305	28.6869	29.6431	30.5993	31.5553	32.5117
9	22.0435	22.9245	23.8069	24.6884	25.5702	26.4517	27.3339	28.2155	29.0970	29.9790
8	20.1810	20.9208	21.6608	22.4006	23.1406	23.8807	24.6206	25.3603	26.1006	26.8405
7	18.3185	18.9901	19.6617	20.3334	21.0050	21.6766	22.3486	23.0204	23.6920	24.3633
6	17.3220	17.9570	18.5921	19.2274	19.8627	20.4978	21.1329	21.7680	22.4034	23.0383
5	16.8171	17.3776	17.9382	18.4987	19.0592	19.6198	20.1804	20.7411	21.3016	21.8621
4	16.3272	16.8717	17.4160	17.9602	18.5041	19.0487	19.5929	20.1369	20.6815	21.2257

Hourly Pay Scale for 2019										
NEW GRADE	Range Minimum	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Range Maximum
2.5%	A	B	C	D	E	F	G	H	I	J
18	39.7754	41.6757	43.5758	45.4762	47.3765	49.2771	51.1776	53.0777	54.9781	56.8789
17	37.8662	39.6756	41.4845	43.2941	45.1031	46.9123	48.7214	50.5302	52.3396	54.1488
16	35.9570	37.5552	39.1537	40.7514	42.3498	43.9479	45.5461	47.1441	48.7422	50.3403
15	34.0481	35.5615	37.0748	38.5883	40.1015	41.6147	43.1278	44.6409	46.1540	47.6677
14	32.1395	33.4965	34.8533	36.2101	37.5672	38.9245	40.2810	41.6383	42.9953	44.3521
13	30.2303	31.5068	32.7830	34.0595	35.3357	36.6122	37.8887	39.1649	40.4416	41.7180
12	28.3211	29.5170	30.7127	31.9087	33.1044	34.3005	35.4962	36.6916	37.8874	39.0834
11	26.4122	27.4687	28.5253	29.5817	30.6385	31.6949	32.7513	33.8076	34.8641	35.9204
10	24.5032	25.4837	26.4639	27.4436	28.4238	29.4041	30.3842	31.3643	32.3442	33.3245
9	22.5946	23.4976	24.4021	25.3056	26.2095	27.1130	28.0172	28.9209	29.8244	30.7285
8	20.6855	21.4438	22.2023	22.9606	23.7191	24.4777	25.2361	25.9943	26.7531	27.5115
7	18.7765	19.4649	20.1532	20.8417	21.5301	22.2185	22.9073	23.5959	24.2843	24.9724
6	17.7551	18.4059	19.0569	19.7081	20.3593	21.0102	21.6612	22.3122	22.9635	23.6143
5	17.2375	17.8120	18.3867	18.9612	19.5357	20.1103	20.6849	21.2596	21.8341	22.4087
4	16.7354	17.2935	17.8514	18.4092	18.9667	19.5249	20.0827	20.6403	21.1985	21.7563

### Hourly Pay Scale for 2020

<b>NEW</b>	<b>Range</b>	<b>Step</b>	<b>Range</b>							
<b>GRADE</b>	<b>Minimum</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>Maximum</b>
<b>2.5%</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>
18	40.7698	42.7176	44.6652	46.6131	48.5609	50.5090	52.4570	54.4046	56.3526	58.3009
17	38.8129	40.6675	42.5216	44.3765	46.2307	48.0851	49.9394	51.7935	53.6481	55.5025
16	36.8559	38.4941	40.1325	41.7702	43.4085	45.0466	46.6848	48.3227	49.9608	51.5988
15	34.8993	36.4505	38.0017	39.5530	41.1040	42.6551	44.2060	45.7569	47.3079	48.8594
14	32.9430	34.3339	35.7246	37.1154	38.5064	39.8976	41.2880	42.6793	44.0702	45.4609
13	30.9861	32.2945	33.6026	34.9110	36.2191	37.5275	38.8359	40.1440	41.4526	42.7610
12	29.0291	30.2549	31.4805	32.7064	33.9320	35.1580	36.3836	37.6089	38.8346	40.0605
11	27.0725	28.1554	29.2384	30.3212	31.4045	32.4873	33.5701	34.6528	35.7357	36.8184
10	25.1158	26.1208	27.1255	28.1297	29.1344	30.1392	31.1438	32.1484	33.1528	34.1576
9	23.1595	24.0850	25.0122	25.9382	26.8647	27.7908	28.7176	29.6439	30.5700	31.4967
8	21.2026	21.9799	22.7574	23.5346	24.3121	25.0896	25.8670	26.6442	27.4219	28.1993
7	19.2459	19.9515	20.6570	21.3627	22.0684	22.7740	23.4800	24.1858	24.8914	25.5967
6	18.1990	18.8660	19.5333	20.2008	20.8683	21.5355	22.2027	22.8700	23.5376	24.2047
5	17.6684	18.2573	18.8464	19.4352	20.0241	20.6131	21.2020	21.7911	22.3800	22.9689
4	17.1538	17.7258	18.2977	18.8694	19.4409	20.0130	20.5848	21.1563	21.7285	22.3002