

AGREEMENT
BETWEEN
THE COUNTY OF PINE
AND
AFSCME COUNCIL NO. 65, LOCAL NO. 1647
(Courthouse Unit)
January 1, 2018 - December 31, 2020



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AGREEMENT

This Agreement, effective January 1, 2018, entered into between the County of Pine, hereinafter referred to as "the Employer," and Council No. 65, Local 1647 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial organization, hereinafter referred to as "the Union."

ARTICLE I PURPOSE OF AGREEMENT

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

Section B. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claims 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, including arbitration, in accordance with this Agreement or adjust or settle the same.

ARTICLE II DEFINITIONS

Section A. Employer
The County of Pine.

Section B. Employee
Any person employed by the Employer in a position included in the bargaining unit described in Article III, Section A, including a person who is serving his/her probationary period.

Section C. Temporary Employee
Any person employed by the Employer in a position of a temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year, or thirteen and one-eighth (13 $\frac{1}{8}$) hours per week.

Section D. Full-time Employee
An employee who is assigned by the Employer to work at least thirty-seven and one-half (37 $\frac{1}{2}$) hours per week.

Section E. Part-time Employee
An employee who is assigned by the Employer to work less than thirty-seven and one-half (37 $\frac{1}{2}$) hours per week.

Section F. Probationary Period

The first nine hundred seventy-five (975) hours of work for the Employer.

Section G. Anniversary Date

The definition of an anniversary date shall be the first day of employment regardless of the date on which an employee has completed his/her probationary period. However, employees working periodically on a part-time basis, and accumulating hours prior to the completion of a probationary period of nine hundred seventy-five (975) hours, shall acquire a seniority and an anniversary date of no more than six (6) months prior to the completion of an accumulation of nine hundred seventy-five (975) hours.

Section H. Alternative Schedule

An alternative work schedule is a long-term adjustment which differs from the regular schedule as defined in Article VII, Section A, and has to be approved by the Department Head.

Section I. Flex Schedule

A flex schedule is a temporary adjustment to the regular schedule as defined in Article VII, Section A, and has to be approved by the employee's Supervisor.

**ARTICLE III
RECOGNITION**

Section A. The Employer hereby recognizes Council No. 65, Local 1647, of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes of all employees working thirteen and one-eighth (13 $\frac{1}{8}$) hours per week and sixty-seven (67) days per year of Pine County, Minnesota, excluding elected officials, appointed officials, supervisory employees, confidential employees, employees of the Sheriff's Department and employees of the Health and Human Services Department and employees of the Highway/Public Works Department, as certification by the Bureau of Mediation Services, State of Minnesota.

Section B. It has been agreed to that the policy of the Employer that during and for the duration of this Agreement, they will not enter into, establish or promulgate any Resolution, Agreement or Compact with or affecting such employees as are defined either individually or collectively which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agency for such employees.

**ARTICLE IV
RESPONSIBILITIES OF PARTIES**

Section A. Each of the parties of this Agreement thereby 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, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section C. The Union, including its officers and representatives and all employees, are 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 applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.
2. There shall be no interference with the rights of employees to become or continue as members of the Union.

ARTICLE V **EMPLOYER AUTHORITY**

Section A. 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 functions. All rights and authority which the Employer has not specifically abridged, delegated or modified by expressed provisions in this Agreement shall be retained by the Employer.

ARTICLE VI **CHECKOFF OF UNION DUES**

Section A. The Employer agrees to require the Payroll Department to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Union for Union dues. Such deductions to be made each month beginning with the month specified on the payroll deduction card. Pay deductions may be terminated by the employee by giving thirty (30) days' written notice to the Secretary of the Local. Upon receipt of such notice, the Secretary shall, within five (5) days thereafter, notify the Payroll Department in writing to stop deductions.

Section B. Any fair share fee deducted shall be processed in accordance with Minnesota Statutes Section 179A.06, Subd. 3.

Section C. The Union agrees to represent all members of the unit fairly without regard to Union membership or non-membership or other factors.

Section D. 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 HOURS OF WORK

Section A. Courthouse Employees

The normal work hours shall be 8:00 a.m. to 4:30 p.m., Monday through Friday, or an alternative or flex schedule. The normal week shall be thirty-seven and one-half (37½) hours per week. In no case shall any alternative or flex schedule limit or impede customer service or add to the overall cost to the department's operations.

Section B. Overtime Hours

Employer shall pay straight time up to forty (40) hours. All hours worked in excess of forty (40) hours per week shall be compensated for at time and one-half (1½) the regular straight time hourly rate of pay. All hours worked in excess of forty (40) hours per week must be approved and authorized by the supervisor or department head. An alternative to payment for overtime shall be the allowance by the Department Head of compensatory time off at the same rate and standard as used for the accumulation of wage compensation. All paid holidays shall be considered as days worked in the computation of overtime. (This provision shall be interpreted to comply with the FLSA).

Section C. All employees who are called out for service during their regular scheduled time and/or scheduled days off shall receive a minimum of two (2) hours' time. Further, any employee reporting for work without being previously notified not to report and subsequently sent home shall receive a minimum of two (2) hours.

Section D. If the needs of service permit, all employees shall be allowed fifteen (15) minute rest breaks and one (1) hour unpaid lunch period at times designated by their immediate supervisor or department head.

Section E. Courthouse Custodians

All courthouse custodians shall be subject to a scheduling procedure established and maintained to provide fair and equitable hours of work and a distribution of responsibility in accordance with the services required.

Section F. Any hours worked on a Saturday, Sunday or legal holiday shall be considered overtime hours and subject to the above conditions whether or not a full week has been worked by the employee.

Section G. The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement nor shall there be any pyramiding of premium compensation.

ARTICLE VIII
HOLIDAYS

Section A. All employees shall be granted leave of absence with regular pay on all legal holidays. These are:

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Friday after Thanksgiving
Presidents' Day	Veterans Day	Christmas Eve
Memorial Day		Christmas Day

It is hereby agreed that the employee, at his/her option, shall be permitted time off to attend Church services during normal working hours on Good Friday.

Holidays shall be paid at a pro-rated hourly basis for part-time employees based upon the FTE worked by the employee (i.e. a one-half (.5) FTE employee will be paid for three and three-quarters (3¾) hours for a holiday).

Section B. Christmas Language

When Christmas Eve falls on a Saturday and when Christmas Day falls on a Sunday, then the preceding Friday will be observed as the Christmas Eve holiday and the Monday as the Christmas Day holiday. When Christmas Eve falls on a Sunday and Christmas Day on a Monday, then the preceding Friday will be observed as the Christmas Eve Holiday. When Christmas Day falls on a Saturday, the preceding Friday will be observed as Christmas Day and the preceding Thursday will be observed as the Christmas Eve holiday. The County Board maintains management rights to maintain minimal operations when Christmas Eve is observed on a Thursday or Friday.

Section C. When New Year's Day, January 1; Independence Day, July 4; and Veterans' Day, falls on a Sunday, the following day shall be a holiday. When New Year's Day, January 1; Independence Day, July 4; and Veterans' Day, falls on a Saturday, the preceding day shall be a holiday.

Section D. Employees who are required by the department head or employee's immediate superior to work on any of the above holidays shall be compensated at the rate of time and one-half (1½) for their work that day in addition to their regular holiday pay.

Section E. When a paid holiday falls on an employee's scheduled day off or during his/her vacation period, he/she shall receive an additional day of paid vacation, providing said holiday falls on an employee's normal work day.

Section F. To qualify for a paid holiday, an employee must work his/her last scheduled work day immediately prior to holiday and first schedule work day immediately following the holiday unless failure to do so is for reason such as; PTO, sick leave, death in family, or authorized time off.

ARTICLE IX
Paid Time Off (PTO)

PTO shall be granted to all bargaining unit employees. Schedules as shown are for full-time employees and must be pro-rated for benefit-eligible employees less than thirty-seven and a half (37½) hours. PTO shall accrue beginning with the first month of employment.

Date of hire through Year 4	2.00 days per month
Start of Year 5 through Year 9	2.25 days per month
Start of Year 10 through Year 14	2.50 days per month
Start of Year 15 through Year 19	2.75 days per month
Start of Year 20 and beyond	3.00 days per month

Maximum PTO accrual amount shall not exceed six hundred forty (640) hours.

Section A. Anniversary Date

All increases in PTO are based on the employee's anniversary date of original employment during a period of continuous employment.

Section B. Availability of Paid Time Off

PTO is credited each pay period. Earned PTO is available for use the pay period after it was credited.

Section C. Maximum Accrual

Employees shall not accrue more than six hundred forty (640) hours into his/her PTO account. Hours earned in excess of six hundred forty (640) hours shall automatically be forfeited.

Section D. PTO Accrual Cash Out or HCSP

Employees will be allowed to cash out or move to HCSP up to thirty seven and a half (37½) hours / one (1) week, one (1) time per year. If the Cadillac Tax provisions of the Affordable HealthCare Act are triggered by this provision of the Collective Bargaining Agreement, the Employer and the Union will meet and confer to develop a MOU to address the issue of the Cadillac Tax.

Section E. Existing Sick Leave Balances

Existing Sick leave may be used for personal illness, legal quarantine, injury, or death/illness in the immediate family. Immediate family shall be defined as the employee's/employee's spouse's children, parents, grandparents, siblings, or any member of the employee's household. Upon termination with the County, employees shall not be paid for hours in their sick leave accounts.

Section F. Personal Days

All Full-time employees will receive five (5) Personal Days on January 1st of each year. Personal Days must be used by December 1st or unused days will be deposited into a Health Care Savings Account administered by the Minnesota State Retirement System to be used following separation of County service. Part-time employees will not be entitled to Personal Days.

Section G. Requesting/Scheduling Paid Time Off

Employees shall complete the form entitled "Request for Paid Time Off" and route it to their supervisor for approval of scheduling the day off. Upon approval, the employee shall document their use of PTO on their timesheet. PTO may not be used to extend an employee's termination date nor may it be used on an employee's final day of County employment. Scheduling of PTO will be determined per departmental policy or practice.

Section H. Payment for Unused PTO

The County will pay up to six hundred forty (640) hours of unused PTO to the employee's then current level of compensation upon death of an employee to the employee's estate or designated beneficiary. Up to six hundred forty (640) hours of PTO at time of resignation or retirement shall be paid 50% as cash and 50% deposited into a Health Care Savings Account administered by the Minnesota State Retirement System as a severance to be used following separation of County service.

Section I. In determining PTO periods, the wishes of the employees will be respected as to the time of taking PTO, insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of PTO when an agreement cannot be reached among the employees. In no case shall an employee be denied his/her vacation in any calendar year.

Section J. The PTO period of an employee shall not be split, except at the option of the employee.

Section K. When a medical emergency arises during an employee's planned PTO period, sick leave may be used rather than PTO. In such cases, the Employer may require evidence of illness or medical attention required.

Section L. PTO credit shall be earned only while an employee is on the job, on sick leave, holidays or PTO.

ARTICLE X
LEAVE

Section A. Maternity Leave

Maternity leave shall be granted up to a six (6) month unpaid leave of absence. Such leave shall be concurrent with leaves taken through Family and Medical Leave Act of 1993.

Section B. Medical Allowance and Use

Employees shall have charged against their sick leave accumulation or PTO the actual number or working hours during which they are absent on medical leave.

Subsection 1. Causes for Granting Leave.

Leave shall be granted only for benefit eligible employees for absence from duty because of personal illness, dental or medical treatment, legal quarantine, injury, or death or illness in the immediate family. Immediate family for death shall be defined as the

employee's spouse, children, parents, grandparents, siblings, or any member of the employee's household. It shall also include the employee's spouse's children, parents, grandparents, or siblings. Immediate family for illness shall be defined as the employee's spouse, children, parents, or any members of the employee's household, related by blood or marriage. Absences of more than three (3) consecutive working days due to injury must be accompanied by a physician certification of restrictions or limitations that may allow an employee to perform modified duty.

Subsection 2. Notification of need for Medical Leave.

When an employee needs to use banked sick leave or PTO due to illness or Medical Leave and has not completed a "Request for Paid Time Off" form, the employee shall notify the person designated as Department Head at least one-half (½) hour prior to the time the employee should report to work, except in case of emergency. Failure of an employee to notify the designated person within the time prescribed may cause the employee to lose the right to have the time off designated as sick leave.

Subsection 3. Physician's Certificate.

After three (3) consecutive days of absence, due to a medical illness, the Department Head may require a certificate from the employee's physician verifying the need for sick leave or PTO to be taken. The Department Head may also request the employee to furnish a physician's certificate regarding the employee's ability to perform the essential functions of the employee's position and providing any work restrictions if there appears to be a chronic case of absences, consecutive or non-consecutive, attributable to a medical condition as reported by the employee.

Section C. Sick Leave of Absence

After an employee has used all of his/her accumulated sick leave and PTO, he/she may be granted a leave of absence without pay not to exceed six (6) months without having his/her name removed from the payroll. After the six (6) month period has expired, the Employer may review the case and determine whether any further leave shall be granted. Said leave not to exceed two (2) years, and subject to a doctor's report for each six (6) months.

Section D. Funeral Leave

A maximum of three (3) days may be taken with compensation in the event of a death of an employee's brother, sister, brother-in-law, sister-in-law, spouse, children, parents (step and biological), grandchildren, grandparents, father-in-law, mother-in-law, or ward of the employee's household. An employee may use benefit time for time off after the three (3) days with the approval of the supervisor.

Section E. Military Duty Leave

Every employee shall be entitled to military leave as provided by state and federal law including Minnesota Statutes § 192.26, Minnesota Statutes § 191.261 and USERRA, 38 U.S.C. § 4317(a) (2). The employee shall immediately inform their respective Department Head regarding the military duty and need for military leave as soon as known by the employee.

Section F. Injury on the Job

Where an employee is entitled to the benefits of the workers' compensation law, and has accumulated sick leave credits or PTO, the employee may request to use the accumulated sick leave credits or PTO to the extent that payment of the workers' compensation benefits and accumulated benefits does not exceed the weekly wage of the employee.

Section G. Family and Medical Leave/Parental Leave

Employees eligible under the Federal Family and Medical Leave Act of 1993 (FMLA) shall receive up to a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period, under the terms of that Act, for one or more of the following reasons:

- a) Because of the birth of a son or daughter of the employee and in order to care for the son or daughter.
- b) Because of the placement of a child in an employee's home for adoption or foster care.
- c) Because the employee needs to care for a spouse, child, or parent with a serious health condition.
- d) Because the employee has a serious health condition that makes the employee unable to perform the functions of his /her job.

The Employer shall continue to pay the Employer's portion of any health care premium for employees on unpaid leave under the FMLA.

Employees on unpaid leave, other than that provided under the FMLA, shall be permitted to pay the contributions required or permitted by law to be made by the Employee and the Employer into the employee's pension or retirement fund to insure full credit for retirement purposes. An employee returning from unpaid leave shall retain all benefits that he/she possessed prior to the leave, but shall not accrue additional benefits during the leave.

The seniority of an employee on unpaid leave shall be frozen at the date personal leave is granted. Such employees shall again accrue seniority upon return to employment.

The applicable periods of probation as set forth in Minnesota Statutes are intended to be periods of actual service enabling the Employer to have an opportunity to evaluate the employee's performance. The period of time for which the employee is on unpaid leave shall not be counted in determining the completion of a probationary period.

An employee on unpaid leave, other than that provided under FMLA, is eligible to participate in group health insurance and life insurance programs, but shall pay the entire cost of the premium.

Once an employee returns to employment, the Employer's payment of premiums shall recommence.

An employee absent on unpaid leave that is covered under FMLA shall be entitled to return to the same job he/she held at the time he/she went on leave or if his/her position is not available, to a comparable position. An employee on unpaid leave shall be entitled to use any unused accumulated PTO or sick leave.

An employee may use compensatory time or accrued PTO or other appropriate paid leave to attend school, child care or pre-kindergarten conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. The Employer shall grant leaves requested for this purpose, not to exceed

sixteen (16) hours during any twelve (12) month period and under the terms of Minnesota Parental Leave Act.

Employees shall provide thirty (30) days' written notice when the leave is foreseeable, such as for the expected birth or adoption of a child. Where not possible, employees are required to provide as much notice as is practical.

Section M. Donation of Sick Leave

An employee may donate up to four (4) days (thirty (30) hours), per occurrence, of leave to a Pine County HHS or Courthouse employee who has suffered a catastrophic illness or injury. Employees may donate hours deducted from their accumulated PTO and sick leave bank. If the donating Employee has a sick leave bank, they shall donate three (3) hours of PTO for every one (1) hour donation of sick leave. If the donating Employee does not have a sick leave bank, all donated hours shall come out of PTO.

Recipients of donated leave may have up to five (5) days or less of PTO or sick leave available at the time leave is donated to them, meaning they are not required to exhaust all of their own PTO and sick time in order to receive donated leave, assuming they are experiencing a catastrophic illness or injury.

Employees must have six (6) months of service with Pine County to qualify for donated leave. The employee must have sought treatment through a licensed physician, mental health and/or medical professional and may be required to provide written verification of the catastrophic illness or injury.

ARTICLE XI **SENIORITY**

Section A. Seniority standing shall be granted to all employees who have completed the probationary period as defined in Article II, Section F. Such standing is to be determined on the basis of total length of employment for the Employer. Seniority and anniversary date of employees shall be the first day of continuous employment except as provided in Article II, Section G. During the probationary period of nine hundred and seventy-five (975) hours, employees may be discharged by the Employer without cause and without same causing a breach of this Agreement or constituting a grievance hereunder.

There shall be two (2) types of seniority established by the Agreement:

1. Service Seniority: which shall be the total length of continuous service with the Employer.
2. Department Seniority: which shall be the total length of service within a specific department or division of the Employer.

In the event of a layoff, a reduction in force, or the elimination of a position, a senior employee may exert his/her seniority preference over a junior employee in any classification of work in any department, provided he/she has the necessary qualifications to perform the duties of the job involved.

Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs, provided he/she has the necessary qualifications to perform the duties of the job involved. Such employees shall be notified in writing regarding such layoffs, reduction in force, or elimination of position, as well as rehiring, as the case may be.

Employees who are laid off shall be recalled to their former position or offered an opportunity to apply internally for employment within the bargaining unit for up to one (1) calendar year from the date of their layoff status. Once the one (1) year mark has passed, former employees may apply for County positions as an external candidate, and the layoff status ceases.

Section B. Employees shall lose their seniority standing upon voluntary resignation from employment, or upon discharge for cause. The seniority of an employee on temporary layoff or absence due to illness shall continue to accumulate. The seniority of an employee on authorized leave of absence shall be frozen at the date leave of absence is granted, unless otherwise dictated by employment law such as the Family Medical Leave Act. Such employees shall again acquire seniority upon return to employment.

Section C. Temporary transfers or vacancies may be filled by senior qualified employees. In the event such vacancy is in a higher paying classification, the qualified employee filling such vacancy shall receive the pay step in the pay schedule for the higher paying classification which is the nearest higher dollar amount above the employee's regular rate of pay, beginning with the first hour of work in the higher classification, providing the employee performs seventy-five (75) hours of continuous work in the higher classification.

Section D. A leave of absence shall be granted only by the Department Head or designee. The Department Head or designee shall notify the Union of leave of absence information as it relates to seniority. Seniority shall be frozen as of the beginning of such leave of absence.

Section E. All employees employed by the County Board or appointed by an appointed official coming under the jurisdiction of the County Board shall carry their original seniority date and all accumulated fringe benefits when transferring from one (1) department to another.

Section F. Hiring Practices

The Employer is committed to hiring the most qualified candidates for County service. If all other job relevant qualifications are equal, the applicant with the most bargaining unit seniority shall receive the promotion. Job vacancies shall be posted internally, within the organization of Pine County. (All County employees may apply for any positions that are posted internally.)

When vacancies occur within the bargaining unit or when new positions are created within the bargaining unit, notices of such vacancies or new positions shall be posted internally within the organization of Pine County. The Employer reserves the right to advertise in any fashion along with posting internally. Within seven (7) calendar days of the internal posting, any employee wishing to be considered for such vacancy or new position shall apply, following the Pine County application process. Employees in this bargaining unit shall have preference in the selection process for vacant positions that are covered in this bargaining unit.

Bargaining unit member credit of ten (10) points shall be added to a one hundred (100) point rating system. These preference points shall be added to the selection process. Non-unit

members (defined as those not in the Pine County AFSCME Courthouse Unit) must have at least three (3) points more than a unit member in order to be selected. A less senior unit member must have at least three (3) additional points over a more senior member in order to be selected.

The senior employee in the department where the vacancy occurs or new position is created and who makes application therefore shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. The Department Head or other appropriate appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right to appeal through the normal grievance procedure. Notice of vacancies or newly-created positions shall state the type of work, place of work, rate of pay, hours to be worked, and the job classification.

The County will contact the Union and attempt to reach an agreement concerning the wage rate for a newly created position prior to posting the position. This paragraph will not be interpreted as requiring the County to refrain from posting or filling a position until agreement with the Union is reached.

Section G. Seniority lists shall be brought up-to-date on January 1st of each calendar year and posted on employees' bulletin boards. Copies of seniority lists shall be sent to the Secretary, Steward and the President of the Union.

Section H. When employees are transferred from the jurisdiction of the County Board appointed department to that of an elected official's department shall, for purposes of accumulated fringe benefits and insurance, carry their original seniority date into the elected official's department, but shall acquire a new seniority employment date in such elected official's department.

When employees are transferred from an elected official's department to that of a department under jurisdiction of the County Board appointed official, they shall continue to carry their original seniority date from the elected official's department to that of an appointed official's department for the purposes of accumulated fringe benefits and insurance program. However, they shall acquire a new employment seniority date within the department coming under the jurisdiction of the County Board.

All employees employed by an elected official when transferred from an elected official's department to that of another elected official's department, shall continue to carry their original seniority date for purposes of accumulated fringe benefits and insurance program. However, they shall acquire a new employment seniority date within the department coming under the jurisdiction of the elected official.

ARTICLE XII GRIEVANCE PROCEDURE

Section A. Definition of a Grievance

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

Section B. Union Representatives

The Employer will recognize stewards designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union stewards 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 hereafter 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 employees' duties and responsibilities. The aggrieved employee and one (1) Union steward 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 steward have notified and received the approval of the designated supervisor.

Section D. Procedure

Grievances, as defined by Section A, shall be resolved in conformity with the following procedure:

Step 1. Within fifteen (15) working days of his /her knowledge of the occurrence of the grievance, the Union steward, with or without the aggrieved employee, shall take up the grievance with the employee's immediate supervisor as designated by the Employer. The supervisor shall attempt to resolve the grievance and shall give an answer to the steward within ten (10) working days after the steward takes the grievance up with the supervisor.

Step 2. If the grievance is not resolved in Step 1, the grievance shall be placed in writing by the Union steward or Union Grievance Committee, and shall be presented to the Department Head within ten (10) working days of the immediate supervisor's final answer to the Step 1 grievance. The written grievance shall set forth: (a) the nature of the grievance; (b) the facts on which it is based; (c) the provisions of the agreement violated; and (d) the remedy requested. The Department Head shall respond to the Union steward or Union Grievance Committee, in writing, within ten (10) working days after receipt of such Step 2 grievance.

Step 3. If appealed further, the written grievance shall be presented to the County Administrator by the Union. The County Administrator shall give the Union the County's answer in writing, within five (5) working days.

The Union may appear before the County Board to discuss the issue prior to the filing for Step 4 and after the response to Step 3 at the County Board's next meeting. The County

shall give the Union the County Board's answer in writing within ten (10) working days after such meeting.

Step 3. Alternative: Mediation

If the Union does not agree to the Employer's response to the grievance at Step 3, the Union may request that the matter be referred to mediation. If the Employer agrees to mediation of the grievance, the Bureau of Mediation Services will be contacted for assistance. Participation in mediation shall be voluntary. Either party may terminate mediation by written notice to the other party. The time limits for submission of a grievance to Step 4 of the grievance procedure shall be tolled while the parties are in mediation. The mailing of notice to terminate mediation shall start the time for appeal to arbitration.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. 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

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

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

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

Section F. Waiver

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

Section G. Choice of Remedy

If, as a result of the written Employer response in Step 3, the grievance remains unresolved and, if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Section D or a procedure such as Veterans Preference or Human Rights. If appealed to any procedure other than Step 4 of Section D, the grievance is not subject to the arbitration procedure as provided in Step 4 of Section D. The aggrieved employee and the Union shall indicate in writing which procedure is to be utilized — Step 4 of Section D or another appeal procedure — and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee and the Union from making a subsequent appeal through Step 4 of Section D.

Section H. Representation

Duly authorized representatives of AFSCME Council 65 and/or the International Union shall have the right to accompany the aggrieved employee(s), Union stewards and/or the Union Grievance Committee at all times in the investigation and processing of grievances.

ARTICLE XIII
SUSPENSIONS AND DISCHARGES

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

Section B. The Employer shall not discharge any regular employee without just cause. If the Employer feels there is just cause for discharge, the employee and the Union shall be notified, in writing, of the intent to discharge the employee and shall be furnished the reason(s) therefore. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of intent to discharge is delivered to the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of intent to discharge and the expiration of the meeting. Any extension beyond the next scheduled work day shall be by mutual agreement and without pay. In case of reinstatement after the hearing, the employee shall be given all the pay withheld during the period of suspension.

ARTICLE XIV
TIME OFF FOR UNION ACTIVITIES

Any employee elected by the Union to represent such Union at International, State or District meetings, which requires his/her absence from duty, may be granted the necessary time off to attend such meetings without pay and without discrimination and without loss of seniority rights or any other rights granted by the Employer. Request for such leave shall be made thirty (30) working days prior to said meeting.

Type of Meeting	Number of Delegates	Maximum Time
International	2	Nine (9) calendar days
State Federation	2	Seven (7) calendar days
State Council 65	3	Two (2) working days
District	3	One (1) working day

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

ARTICLE XV
BULLETIN BOARD

The Employer will provide space for a bulletin board to be placed in the lunch room of the Courthouse, which bulletin board shall be for the use of the Union only to post any notice or document relating to Union affairs. The Union may use the county email system for notifications of Union Meetings and Official Union Business or communication. Such notices and information shall be accessed by the employees during breaks, meal times, or non-work hours. The Union recognizes that the County email system should not be used for political purposes, nor for inflammatory postings regarding the employer. The Union recognizes that there is no expectation of privacy for any use of the County email system.

ARTICLE XVI
GENERAL PROVISIONS

Section A. Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable hours and subject to reasonable rules to investigate grievances and other problems with which they are concerned, upon proper notice to the Employer.

Section B. Employees required to use their personal car on County business to transport themselves and other workers will be compensated on a mileage basis at the authorized County rate per mile. Any employee who has to pay for parking their car in connection with such business shall be reimbursed for these costs upon presentation of proper receipt.

Section C. In all cases where the Employer employs temporary employees, such employees must be qualified for the position being filled, and shall be paid at any rate within the range for the classification being filled, as established by the wage appendices of this Agreement.

Section D. The job performance of all temporary employees shall be evaluated by the Employer by the fiftieth (50th) day of employment so as to determine whether or not the employee shall be kept beyond the sixty-seven (67) working days' period of temporary employment.

Section E. Appearance and Dress Code

In the event of any proposed changes to the County Appearance and Dress Policy, the County will form a committee to review any proposed changes to the County Appearance and Dress Policy with membership from all Unions, non-contract management, and the County Personnel Committee. The committee will make a joint recommendation to the County Board regarding any changes to the policy.

ARTICLE XVII
ADMINISTRATIVE REQUIREMENTS

Section A. PTO & Sick Leave Time Earned and Taken — Monthly reports — Filing

All elective and appointed officials are required to file with the County Auditor at the end of each month a report on a form prescribed and furnished by the County Board showing for each employee of their respective departments a calendar of days taken for PTO, and for sick leave with pay, and for leave of absence with pay, during the month just passed. Said report shall also summarize the number of days of PTO and of sick leave with pay accumulated at the beginning of the month, earned and taken during the month, and accumulated at the end of the month.

ARTICLE XVIII
INSURANCE COVERAGE

Section A. Health Insurance for Current Employees

Any full-time employee shall be entitled to insurance coverage as specified in the Plans with the following Employer/Employee contribution levels. Insurance benefits for part-time employees who work at least twenty (20) hours per week, but less than thirty-seven and one-half (37½) hours per week, shall be pro rata. The employee may choose between either the Blue Cross Blue Shield Comprehensive Major Medical Plan (CMM) 1500 / 4000 Plan, the Blue Cross Blue Shield VEBA Plan, or the Blue Cross Blue Shield H.S.A plan subject to enrollment criteria described in the plans.

The county's contribution for 2018 is shown on Appendix B.

- For 2019 and 2020 single premium, the County will pay 100% of the increase on the CMM 1500 plan up to an 8% increase each year. If the increase is more than 8% in either year, the parties agree to reopen negotiations on the amount over 8%.
- For 2019 & 2020 family premium, the County will pay 70% of the premium increase for the CMM 1500 plan. Same dollar amount for other family plans divided between premium and savings.
- For 2019 & 2020, if the premium amount decreases, the employer and employee shall split the decrease on the amount contributed to the premium 50/50 to the extent that the employee and county contribute to the premium.

Insurance Committee The Insurance Committee with membership from all Unions, non-contract management, and the County Personnel Committee will make a joint recommendation to the County Board. The Insurance Committee will meet quarterly.

Section B. Health Insurance for Eligible Retired Employees

The Employer will provide group health insurance coverage to bargaining unit members, hired prior to March 1, 1986, who retire from County service, in accordance with the following program.

1. Eligibility

- A. The employee must be actually retiring, which shall be defined as eligible for and receiving PERA or similar retirement benefits.
- B. The retiree must be at least sixty-two (62) years old. If the retiree is less than sixty-two (62) years old, he/she may participate in the group health insurance program under the terms of the County Personnel Policies at his or her own expense until the retiree reaches age sixty-two (62). When the retiree reaches sixty-two (62) years old, he/she may participate under this program and receive Employer contributions towards the cost of the premium for one of the County's group health insurance options if all qualifications are met.
- C. The retiree must have been hired prior to March 1, 1986, and have at least ten (10) years of continuous service with Pine County at the time of retirement.

2. Benefits -

The Employer's monthly insurance contribution for eligible retirees (based on the above criteria) for the years 2010 and 2011 shall be frozen at the 2001 monthly premium rates of:

Single	\$263.00
Family	\$420.00

3. Terms -

- A. The retiree must enroll in Medicare and Medicaid, if eligible. The Employer's coverage shall be supplemental to the primary coverage provided by Medicare and Medicaid. The Employer may require retirees who claim that they are not eligible for Medicare and Medicaid to provide proof that application for such coverage has been rejected.
- B. The retiree agrees to be bound by the group insurance policy or policies (and any changes thereto) in force to current employees in this bargaining unit.
- C. The retiree is responsible for the payment of any additional amounts required for insurance coverage and not paid for by this program.
- D. Benefits under this program shall terminate upon the death of the retiree.

Section C. Life Insurance

The County shall provide a group term life insurance policy in the amount of Thirty Thousand and no/100 Dollars (\$30,000.00) for each full-time employee. Life insurance benefits for part-time employees who work at least twenty (20) hours per week, but less than thirty-seven and one-half (37½) hours per week, shall be pro rata.

During the open enrollment period for selecting insurance options, Employees shall be offered the ability to select short term disability coverage. The premium for this coverage shall be borne by the Employee.

**ARTICLE XIX
NO STRIKE**

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in any strike as defined in Minn. Stat. § 179A.03, subd. 16. In the event that any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline. The Employer shall not lock out employees.

**ARTICLE XX
PROBATION AND TRIAL PERIODS**

Section A. All newly hired or rehired employees shall be probationary and serve the probationary period as defined in Article II, Section F.

Section B. The Employer, at its sole discretion, may discipline or discharge a probationary employee and such action shall not cause a breach of this agreement or constitute a grievance hereunder.

Section C. All employees promoted or transferred to a new position shall serve a six (6) month trial period.

Section D. The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion.

Section E. A trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion.

ARTICLE XXI
COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This Agreement shall represent the agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXII
SAVINGS CLAUSE

The Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of the Agreement shall be held to be contrary to such laws by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. The remainder of this Agreement shall remain in full force and effect and the voided provision shall be subject to re-negotiations.

ARTICLE XXIII
DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall continue in full force and effect from January 1, 2018, to December 31, 2020. Either of the parties hereto shall be required to submit written notice at least sixty (60) days prior to the termination of this Agreement for the purpose of termination of this Agreement or negotiating a new Agreement. The first negotiations meeting for the contract will be held no later than July 10th in the year in which the contract expires. If settlement on such a new Agreement cannot be reached within the sixty (60) days, the present Agreement shall remain in effect until a new settlement has been reached.

ARTICLE XXIV
WAGES

Section A. Wages shall be paid in accordance with the schedule in Appendix A. On January 1, 2018, employees shall be placed on the step corresponding to their current step. For 2018, employees who are at or above the top of the scale or who are at or above the top of step 7 (resulting in no pay increase) shall receive a one-time lump sum equal to 1% of their rate of pay on January 1, 2018. The payment shall be made the pay period after the appropriate documentation is submitted to payroll.

Section B. Employees who are promoted to a higher classification shall be placed on the pay range of the new classification at the nearest step (lower or higher) to their current classification step plus one additional step. The anniversary date of the employee shall not change because of the promotion; however, the employee shall serve a six (6) month trial period.

Employees who demote to a lower paid classification shall be placed on the pay range of the new classification at the nearest step (lower or higher) to their current classification step minus one additional step. The anniversary date of the employee shall not change because of the demotion; however, the employee shall serve a six (6) month trial period.

Section C. An employee who is reclassified shall retain his/her step assignment and shall change salary ranges. No employee shall receive a reduction in pay due to a reclassification downward. Employees paid above the maximum in the new classification shall not receive a wage increase until the salary range for the classification exceeds the employee's salary.

Section D. A newly hired employee shall receive a step increase upon successful completion of one (1) year full-time employment or equivalent thereof and at twelve (12) month intervals until they reach the maximum salary for the class.

STATEMENT CONCERNING SEXUAL HARASSMENT

The Employer and the Union believe that all employees have a right to work in an atmosphere free of sexual harassment. To this end, the Employer has adopted a specific personnel policy dealing with sexual harassment. Any employee who believes that he/she has been subjected to improper sexual harassment is urged to consult that policy. In addition, the employee is urged to contact the County Attorney, his/her supervisor and his/her Union steward or staff representative if he/she is confronted with sexual harassment while an employee of the County.

BOARD OF PINE COUNTY
COMMISSIONERS
PINE COUNTY, MINNESOTA

BY



County Board Chair

Date: 10-Jan-2018



County Administrator

Date: 1-10-18

LOCAL #1647
AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 65 AFL-CIO
COURTHOUSE UNIT

BY



President

Date: 1-5-18



Negotiation Committee Member

Date: 1-5-18



Staff Representative

Date: 12-29-17

APPENDIX A

Courthouse Unit Salary Schedule

2018								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 10
2	14.61	15.24	15.86	16.49	17.11	17.74	18.36	18.99
3	15.48	16.14	16.81	17.47	18.14	18.80	19.47	20.13
4	16.41	17.11	17.82	18.52	19.22	19.92	20.63	21.33
5	17.40	18.14	18.89	19.63	20.38	21.12	21.87	22.61
6	18.44	19.23	20.02	20.81	21.6	22.39	23.18	23.97
7	19.55	20.39	21.22	22.06	22.90	23.74	24.57	25.41
8	20.72	21.61	22.49	23.38	24.27	25.16	26.04	26.93
9	21.96	22.90	23.84	24.78	25.73	26.67	27.61	28.55
10	23.28	24.28	25.27	26.27	27.27	28.27	29.26	30.26
11	24.68	25.74	26.79	27.85	28.91	29.97	31.02	32.08
12	26.16	27.28	28.40	29.52	30.64	31.76	32.88	34.00

2019								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 10
2	15.05	15.69	16.34	16.98	17.63	18.27	18.92	19.56
3	15.94	16.63	17.31	18.00	18.68	19.37	20.05	20.73
4	16.90	17.63	18.35	19.07	19.80	20.52	21.25	21.97
5	17.92	18.69	19.46	20.22	20.99	21.76	22.52	23.29
6	18.99	19.81	20.62	21.43	22.25	23.06	23.88	24.69
7	20.14	21.00	21.86	22.72	23.59	24.45	25.31	26.17
8	21.34	22.26	23.17	24.08	25.00	25.91	26.82	27.74
9	22.62	23.59	24.56	25.53	26.50	27.47	28.44	29.41
10	23.98	25.01	26.03	27.06	28.09	29.11	30.14	31.17
11	25.42	26.51	27.60	28.69	29.78	30.86	31.95	33.04
12	26.94	28.10	29.25	30.41	31.56	32.71	33.87	35.02

2020								
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 10
2	15.50	16.16	16.83	17.49	18.16	18.82	19.48	20.15
3	16.42	17.13	17.83	18.54	19.24	19.95	20.65	21.36
4	17.41	18.16	18.90	19.65	20.39	21.14	21.88	22.63
5	18.46	19.25	20.04	20.83	21.62	22.41	23.20	23.99
6	19.56	20.40	21.24	22.08	22.92	23.75	24.59	25.43
7	20.74	21.63	22.52	23.40	24.29	25.18	26.07	26.96
8	21.98	22.92	23.86	24.81	25.75	26.69	27.63	28.57
9	23.30	24.30	25.29	26.29	27.29	28.29	29.29	30.29
10	24.70	25.76	26.81	27.87	28.93	29.99	31.04	32.10
11	26.18	27.30	28.43	29.55	30.67	31.79	32.91	34.03
12	27.75	28.94	30.13	31.32	32.51	33.69	34.88	36.07

Last Name	First Name	Job Title	Grade
Bavier	Casey	Building Maintenance	3
Danielson	James	Building Maintenance	3
Prihoda	Richard	Building Maintenance	3
Amundson	Madolyn	Clerk III	4
Englund	Nancy	Clerk III	4
Fallon	Tara	Clerk III	4
Johnston	Janice	Clerk III/Payroll	5
Kylander	Kim	Clerk III	4
Lawrence	Pamela	Clerk III	4
Orvis	Roxanne	Administrative Assistant	4
Thompson	Suzanne	Administrative Assistant	4
Christiansen	Denise	Clerk III	4
Benoit	Molly	Property Assessor	7
Kalb	Teresa	Deputy Recorder	7
Lovgren	Terry	Deputy Auditor	7
Stumne	Karen	Property Appraiser	7
Reiser	Kathryn	Deputy Treasurer	8
Christensen	Jennifer	Senior Property Appraiser	9
Houtsma	Lori	Senior Property Appraiser	9

Appendix B: Health Insurance

Appendix B

2018 Monthly Health Insurance Premiums with Blue Cross Blue Shield
Full-Time Employees: Non-Union and Settled Contracts with Signed MOU for H.S.A.

Plan Type	Annual Deductible (In- Network)		Out-Of-Pocket (OOP) Max		Monthly Premiums (This amount will show up on your paycheck under "Pre-Tax")	County Contributions (This amount will show up on your paycheck under "Pre-Tax")		Employee Annual Contribution to VEBA or HSA Savings *	Employee Deductions (This amount will not show on your paycheck)
	\$	\$	\$	\$		Monthly	Per 1		
CMM 1500 Single	\$ 1,500.00	\$ 3,000.00	\$ 664.50	\$ 332.25	\$ 664.50	\$ 332.25	NA	\$ 247.75	\$ 123.88
CMM 1500 Family	\$ 4,000.00	\$ 5,000.00	\$ 1,662.00	\$ 831.00	\$ 1,414.25	\$ 707.13	NA	\$ 247.75	\$ 123.88
VEBA Single	\$ 1,850.00	\$ 1,850.00	\$ 717.50	\$ 358.75	\$ 826.75	\$ 313.38	\$ 1,275.00	\$ 90.75	\$ 45.38
VEBA Family	\$ 3,700.00	\$ 3,700.00	\$ 1,427.50	\$ 713.75	\$ 1,201.75	\$ 600.88	\$ 2,550.00	\$ 75.75	\$ 362.88
H.S.A. Single	\$ 2,700.00	\$ 2,700.00	\$ 823.00	\$ 311.50	\$ 823.00	\$ 311.50	\$ 1,287.00	\$ -	\$ -
H.S.A. Family	\$ 5,400.00	\$ 5,400.00	\$ 1,558.50	\$ 776.25	\$ 1,414.25	\$ 707.13	\$ -	\$ 142.28	\$ 71.13

*Prorated based on month of enrollment

H.S.A. Contribution Limits (2018)
Single - \$3,750
Family \$6,900
Carry up Contribution (age 55 or older) Additional \$1,000

2018 Monthly Dental Insurance Premiums with Health Partners
Dental Premiums are 100% Employee Paid

Plan	Plan Coverage		Plan Premium		Plan Coverage		Plan Premium	
	Employee	Employee + 1	Employee	Employee + 1	Employee	Employee + 1	Employee	Employee + 1
Basic	\$ -	\$ -	\$ 27.61	\$ 52.55	Buy-Up	\$ -	\$ 52.96	\$ 98.41
	\$ -	\$ -	\$ 96.35	\$ -		\$ -	\$ 153.50	\$ -