

AGREEMENT  
BETWEEN  
THE COUNTY OF PINE  
AND  
AFSCME, COUNCIL 65, LOCAL 1647, AFL-CIO  
(Human Services Unit)  
January 1, 2018 - December 31, 2020



ARTICLE I. PURPOSE OF AGREEMENT.....	3
ARTICLE II. RECOGNITION .....	3
ARTICLE III. UNION SECURITY .....	3
ARTICLE IV. EMPLOYER AUTHORITY.....	4
ARTICLE V. GRIEVANCE PROCEDURE .....	5
ARTICLE VI. DEFINITIONS.....	7
ARTICLE VII. SENIORITY, LAYOFF, PROMOTION .....	8
ARTICLE VIII. HOURS OF WORK AND OVERTIME .....	9
ARTICLE IX. EMPLOYEE PROBATIONARY PERIODS .....	11
ARTICLE X. PTO.....	11
ARTICLE XI. PAID HOLIDAYS.....	13
ARTICLE XII. LEAVES OF ABSENCE .....	14
ARTICLE XIII. INSURANCE .....	16
ARTICLE XIV. OTHER BENEFITS.....	19
ARTICLE XV. WORKER'S COMPENSATION.....	19
ARTICLE XVI. COMPENSATION.....	20
ARTICLE XVII. DISCIPLINE .....	21
ARTICLE XVIII. SAVINGS CLAUSE.....	22
ARTICLE XIX. NO STRIKE.....	22
ARTICLE XX. RIGHT OF SUBCONTRACT.....	22
ARTICLE XXI. SEXUAL HARASSMENT STATEMENT .....	22
ARTICLE XXII. COMPLETE AGREEMENT AND WAIVER OF BARGAINING.....	23
ARTICLE XXIII. DURATION .....	23
APPENDIX A (WAGE SCALE AND GRADES).....	24
APPENDIX B (HEALTH INSURANCE).....	27

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

**Section A.** This Agreement is entered into between the County of Pine, hereinafter called "the Employer," and AFSCME, Council No. 65, Local 1647, AFL-CIO, hereinafter called "the Union."

**Section B.** This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

**ARTICLE II**  
**RECOGNITION**

**Section A.** The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of all non-supervisory and non-confidential employees in the Pine County Health and Human Services Department who are public employees within the means of Minnesota Statutes Section 179A.03, Subd. 14, as set forth in the B.M.S. order dated October 13, 1988, in Case No. 89-PR-2053.

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

**Section C.** The Employer will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees as are herein defined, 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.

**ARTICLE III**  
**UNION SECURITY**

**Section A.** The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month, after such deductions are made.

**Section B.** Any fair share fee collected by the Employer shall be processed in accordance with Minnesota Statutes Section 179A.06, Subd 3 (2004).

**Section C.** The Union may designate employees from the bargaining unit to act as stewards and alternates and shall inform the Employer in writing of such notice and changes in the position of steward and/or alternate.

**Section D.** The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:

**Subsection 1.** The Union may designate stewards and alternates and shall notify the Employer when such designation is made.

**Subsection 2.** Stewards and other employee Union officers shall not leave their workstations without the prior permission of their immediate Supervisor and they shall notify their designated Supervisor upon their return to their workstations. Permission to leave a workstation for Union business will be limited to the investigation and presentation of grievances and negotiations.

**Section E.** The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s). Such announcements shall be submitted to the Employer or its designee for approval before posting.

**Section F.** The Union shall represent all members of the unit fairly and without regard for Union membership or non-membership or other factor.

**Section G.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order, 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.

**Section H.** Non-employee representatives of the Union, previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify and receive approval from the Employer's Department Head and/or the County Administrator and provided the Union representatives do not interfere with the work of employees.

#### **ARTICLE IV EMPLOYER AUTHORITY**

**Section A.** The Employer retains the right to operate and manage all 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 transfer personnel for just cause; to contract with vendors and others for good and/or services; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment Labor Relations Act of 1971, as amended.

**Section B.** Any term and condition of employment not specifically established or modified by the Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

**ARTICLE V**  
**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. Processing a Grievance**

It is recognized and accepted by the Union and the Employer that the processing of a grievance hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representatives shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representatives have notified and received approval of the Director or the Director's designee who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

**Section C. Procedure**

Grievances shall be resolved in conformance with the following procedure:

**Step 1.** An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days after such alleged violation has occurred, present such grievance in writing to their immediate Supervisor. The Supervisor will discuss and give, in writing, an answer to such Step 1 grievance within ten (10) working 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 this Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within five (5) working days after the Supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within five (5) working days shall be considered waived.

**Step 2.** If appealed, the written grievance shall be presented by the Union and discussed with the Director. The Director shall give the Union the Employer's answer in writing within five (5) working days after meeting concerning such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within five (5) working days following the Employer's final answer in Step 2.

**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 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 within ten (10) working days after the 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 or Step 3A 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 D. 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 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) calendar 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 express terms of this contract 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 E. 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 F. Leave for Union Activities**

Any employee elected by the Union to represent such Union at International, State or District meetings, which require his/her absence from duty, shall be granted the necessary time off to attend such meetings without pay. There shall be no loss of seniority rights granted by the Employer, nor there any discrimination to an employee elected to represent the Union at Union Activities.

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

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

**ARTICLE VI**  
**DEFINITIONS**

**Section A. Employee**

A Pine County Health and Human Services member of the exclusively recognized Health and Human Services bargaining unit.

**Section B. Union**

The American Federation of State, County and Municipal Employees, AFL-CIO, Council 65.

**Section C. Employer**

The County of Pine, Minnesota.

**Section D. County Board**

The Pine County Board of Commissioners.

**Section E. Department Head**

The Health and Human Services Director.

**Section F. Full month of service**

Any calendar month during which an employee is compensated for twenty (20) working days.

**Section G. Job Share**

Sharing of a position (or positions) by employees.

**Section H. Alternative Schedule**

An alternative work schedule is a long-term adjustment which differs from the regular schedule as defined in Article 8.1 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 8.1 and has to be approved by the employee's Supervisor.

**Section J. Temporary Employee**

An employee hired on a temporary basis, for a period not to exceed one (1) year, as designated by the Employer, in a position that has little or no prospect of continued employment. Such employee shall be paid at the rate set forth in Appendix A and shall not receive any other benefits.

**Section K. Exempt and Non-Exempt Employees**

All employees in this bargaining unit are nonexempt employees, meaning they are not exempt from the overtime law and are considered hourly employees. Hourly employees may receive overtime when their hours exceed forty (40) in a workweek. See Article VIII.

**Section L. The Management Team**

The Director and supervisory staff within the Department.

**Section M. Professional Employees**

Nurses, Social Workers and Mental Health Workers.

**ARTICLE VII  
SENIORITY, LAYOFF, PROMOTION**

**Section A. County Seniority**

Seniority shall be the length of full-time and part-time continuous employment within the Employer. Seniority for part-time employees shall be based on hours worked, that is, prorated.

**Section B. Classification Seniority**

Seniority shall be the continuous length of service, full-time and part-time (prorated) in a particular classification within the bargaining unit.

**Section C. Bargaining unit seniority**

Seniority shall be the continuous length of service in this bargaining unit.

**Section D.** A reduction of the workforce shall be accomplished on the basis of inverse classification seniority, provided all initial probationary period and temporary employees in the classification are laid off first. An employee may bump back into a lower classification previously held by the employee, on the basis of bargaining unit seniority, provided they are qualified to perform all the duties of that classification to avoid a layoff, their salary shall be the lesser of their present salary or the maximum of the new classification.

**Section E.** An employee being laid off from the bargaining unit retains seniority in the bargaining unit for a period of one (1) year. Employees shall be recalled from layoff according to their classification seniority. No new employees shall be hired in a classification where employees are on layoff, demotion, or reduction status until all employees on such status in the



classification desiring to return to the classification have been recalled or upgraded. Notice of recall shall be sent to an employee at their last known address by certified or registered mail. If an employee fails to return to work within three (3) weeks of the date the Notice of recall was sent, the employee shall be considered as having resigned.

Section F. Employees shall lose their seniority standing upon voluntary resignation from employment, or upon discharge for cause.

Section G. The seniority of an employee on temporary layoff shall continue to accumulate. A temporary layoff shall not exceed one (1) year.

Section H. The seniority of an employee on a personal leave of absent shall continue to accrue for ten (10) calendar days. If the personal leave exceeds ten (10) calendar days, seniority is frozen on the eleventh (11th) day. When an employee is absence due to illness for less than ten (10) days, seniority shall continue to accumulate. The seniority of an employee on an authorized leave of absence, which includes a leave of absence under FMLA shall continue to accumulate. When an FMLA leave expires, seniority shall be frozen at the date the FMLA leave of absence expires. Such employees shall again acquire seniority upon return to employment.

Section I. 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.)

Section J. 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 five (5) points shall be added to a one hundred (100) point rating system. These preference points shall be added to the interview score or during the selection process, at the choice of the member. The member must notify the Employer, in writing, at the time the application is submitted whether they wish to exercise their right to preference on the interview score or during the selection process.

Section K. The seniority list shall be posted January of each calendar year and available in the Administrator's Office. A copy of the seniority list shall be sent to the Steward.

**ARTICLE VIII**  
**HOURS OF WORK AND OVERTIME**

**Section A.** A full-time employee shall be required to work the equivalent of thirty-seven and one-half (37.5) hours per week, except for authorized absences. The typical working hours shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday, or an alternative or flex schedule. 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.** Employees may request an alternative or flexible schedule.

**Section C.** A part-time employee or temporary employee shall be required to work a determined number of hours per week and a determined schedule of specific work hours, as agreed upon between the Employer, Department Head and employee.

**Section D. Lunch**

All employees shall be entitled to a one (1) hour unpaid lunch break as scheduled by the Department Head.

**Section E. Rest Periods**

Normally employees will be granted a fifteen (15) minute rest period each morning and afternoon as scheduled by the Department Head. If an employee elects not to take a rest period or if the needs of the County interfere with the taking of such a rest period, such time shall not be accumulated for the purpose of extra payment or time off.

**Section F.** Overtime compensation in the form of salary or compensatory leave will be provided to all non-exempt full-time or part-time employees, with prior approval of the Department Head or designee. The 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 (1.5) the regular straight time hourly rate of pay. A workweek is defined as Sunday through Saturday. Typically, 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 or Supervisor of compensatory time off at the same rate and standard as used for the accumulation of wage compensation.

All paid holidays recognized as holidays in this contract shall be considered in the computation of overtime. All paid sick time or PTO used for illness, shall be considered in the calculation of overtime. Paid sick time or PTO for illness shall not exceed an employee's normally scheduled workday. All hours worked on a Saturday or Sunday shall be considered overtime hours and subject to the above conditions whether or not a full week has been worked by the employee.

The base pay rate or premium compensation shall not be paid more than once in the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation. (These provisions shall be interpreted to comply with the FLSA.)

**Section G.** The Department Head or Supervisor shall be responsible for assigning overtime. Employees shall be credited with compensatory leave or compensatory income only if authorization is obtained prior to working the overtime, or in the event of a demonstrated emergency.

**Section H.** Compensatory leave or compensatory income shall be earned for each hour worked in excess of thirty seven and one-half (37.5) hours per week. Compensatory leave or income shall be earned at the rate of one (1) hour for each hour worked in excess of thirty seven and one-half (37.5) hours per week and one and one-half (1.5) hours for each hour in excess of forty (40) hours per week. The Department Head or Supervisor shall determine whether the employee receives compensatory leave or compensatory income. Any compensatory income earned shall be cashed out twice each year in June and November.

**Section I.** The Department Head or Supervisor shall make every effort to schedule the compensatory leave within two (2) payroll periods after the day the compensatory leave is earned.

**Section J.** Other leaves of absence, unpaid leaves of absence, rest periods and lunch periods (if scheduled and not taken), or time spent in contract negotiations shall not count toward the calculation of overtime.

**Section K. On-call Time**

Professional employees, which include Social Workers, Mental Health Workers and Nurses who are scheduled to be on-call on a rotation basis shall receive six (6) hours of on-call time for each week of on-call time scheduled. Professional employees shall also receive one (1) additional hour of on-call time for weeks in which a recognized holiday falls. In the case of Thanksgiving week and Christmas week, a total of eight (8) hours of on-call time shall be provided. There shall be no payment made for unused on-call time hours. On-call time hours shall be used within forty-five (45) calendar days of earning it or it will be forfeited.

**Section L.** An employee may request a job share work schedule. Such requests shall be made to the Department Head thirty (30) days in advance of the desired start date and shall identify in writing the potential advantages, disadvantages, conditions (if any) and persons involved. The request shall be forwarded to the County Board with the recommendation of the Department Head for their decision, pursuant to Article 5.1 of the Pine County Personnel Policies and Procedures. Job share decisions shall not be subject to grievance procedures as provided in

**Section M.** This Article is intended only to define the normal or typical hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

**Section N.** Base pay shall not be pyramided when calculating overtime or premium pay.

**ARTICLE IX**  
**EMPLOYEE PROBATIONARY PERIODS**

**Section A.** All newly hired or rehired employees shall be probationary and shall serve a six (6) month probationary period. This probationary period shall not be prorated for part-time employees.

**Section B.** The Employer, at its sole discretion, may discipline or discharge a probationary employee. Such action shall not be subject to the grievance procedure.

**Section C.** County employees promoted or transferred within or into the bargaining unit to a new position shall serve a six (6) month trial period. Trial period employees may utilize accrued vacation time, following the recognized request for time off process.

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

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

**Section A.** 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 37.5 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 640 hours.

**Section B. Anniversary Date**

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

**Section C. 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 D. Maximum Accrual**

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

**Section E. PTO Accrual Cashout or HCSP**

Employees will be allowed to cash out or move to HCSP up to 37.5 hours (1 week), one (1) time per year. If the Cadillac Tax provision of the Affordable health Care Act is triggered by this provision of the Collective Bargaining Agreement in the last year of this agreement Employer and the Union will meet and confer to develop a MOU to avoid triggering the Cadillac Tax.

**Section F. 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. Sick leave may also be used to attend medical or dental appointments or to transport a family member to such an appointment.

Upon termination with the County, employees shall not be paid for hours in their sick leave accounts.

**Section G. Personal Days**

All Full-time employees will receive 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 H. 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 I. 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) hrs 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 J.** 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 K.** The PTO period of an employee shall not be split, except at the option of the employee.

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

**Section N. Donation of Leave**

An employee may donate up to four (4) days (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  
PAID 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

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.

When a recognized holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be declared the regular holiday for employees whose normal schedule is Monday through Friday.

The County Board maintains management rights to maintain minimal operations when Christmas Eve or Christmas Day is observed on a Thursday or Friday.

In order for full-time or part-time employees to qualify for the holiday pay provided in this Article, they must be on paid status on the last scheduled workday immediately preceding the recognized holiday, and the first scheduled workday immediately following the recognized holiday. "Paid status" includes all eligible part-time employees earning wages pursuant to their regular work schedules.

Part-time employees shall receive holiday pay on a prorated basis. Part-time employees must be regularly scheduled to work eighteen and three-quarters (18.75) or more hours per week to be eligible for holiday leave.

## **ARTICLE XII** **LEAVES OF ABSENCE**

### **Section A. 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 B. Court Duty**

Employees subpoenaed as witnesses or called and selected for jury duty related to County employment, shall receive their regular compensation and fringe benefits. Pay received for jury or witness duty must be given to the County by the Employee. Pay for expenses may be kept by the employee.

### **Section C. Family and Medical Leave.**

**Subsection 1.** Employees eligible under the Federal Family and Medical Leave Act of 1993 shall receive up to a total of twelve (12) workweeks 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 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 or her job.

**Subsection 2.** The County shall continue to pay the Employer's portion of any health care premium for employees on leave under the Federal Family and Medical Leave Act of 1993.

Subsection 3. Employees on unpaid leave, other than that provided under Family and Medical Leave Act of 1993, 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 or she possessed prior to the leave, but shall accrue no additional benefits during the leave.

Subsection 4. 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.

Subsection 5. An employee on unpaid leave, other than that provided under Family and Medical Leave Act of 1993, 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 County's payment of premiums shall recommence.

An employee absent on unpaid leave that is covered under Family and Medical Leave Act of 1993 shall be entitled to return to the same job he or she held at the time they went on leave or if their position is not available, to a comparable position. An employee on an FMLA leave shall be entitled to use any unused accumulated vacation and or sick leave.

Subsection 6. An employee may use compensatory time or accrued paid vacation 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 County shall grant leaves requested for this purpose, not to exceed sixteen (16) hours during any twelve (12) month period and under terms of the Minnesota Parental Leave Act.

Subsection 7. 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 D. Personal Leave for Full-time or Part-time Employees

Personal leaves for a limited period not to exceed six (6) months may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Such personal leave shall be at the discretion of the Department Head and/or Human Resources Director. All personal leaves shall be without compensation. Once an employee returns to employment, the County's payment of related insurance premiums shall recommence. The seniority of an employee on personal leave shall be frozen at the date personal leave is commenced. Such employees shall again accrue seniority upon return to employment.

#### 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.



## **ARTICLE XIII INSURANCE**

**Section A.** A full-time employee shall be entitled to medical insurance coverage as specified in the Medical Plans described below, with the following Employer/Employee contribution levels. Part-time employees who work at least twenty (20) hours, but less than thirty-seven and one-half (37.5) hours, per week shall be entitled to prorated Employer contributions for medical insurance coverage as specified in the Medical Plans described below.

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 show 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.

Contributions to the VEBA single and family savings account shall be made at the beginning of each quarter.

Should a current employee on the VEBA Plan have approved medical costs, which necessitates their need for the entire Employer contribution to the Medical savings account prior to the end of the year, the Employer will provide the needed contribution.

Should a current employee have approved medical costs, which necessitates their need for the entire Employer contribution to the Medical savings account prior to the end of the year, the Employer will provide the needed contribution.

Should a current employee have approved medical costs under the family plan, which necessitates their need for the entire Employer contribution to the Medical savings account prior the end of the year, the Employer will provide the needed contribution.

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. 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 (37.5) 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 XIV OTHER BENEFITS**

**Section A. Expenses, Meal and Lodging Expenses, Mileage Reimbursement**

All expenses shall be reimbursed in accordance with the County Personnel Policies.

**Section B. Application of Personnel Policies**

The County Personnel Policies shall apply in all instances not in conflict with the expressed terms of the Agreement (includes Life/AD&D premiums). Employees must comply with the County Appearance and Dress Policy effective upon ratification of the contract.

In the event of any proposed changes to the County Appearance and Dress Policy, the County will form a committee 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.

**Section C. Intern Training**

Primary supervision of volunteers and interns shall be done by supervisory staff. Coordination of training may be done by line staff under the direction of supervisory staff. This mentoring or coordination shall be done on a voluntary basis. However, management may require staff to assist in limited aspects of the training, e.g. office shadowing, explaining office procedures, programs or client services. If the line staff feels that assisting a volunteer or intern would compromise their ability to perform their primary job duties, the Supervisor or mentor shall give full consideration to relieving the worker(s) of helping a volunteer or intern. Declining to assist with a volunteer or intern would not affect an employee's performance appraisal.

#### **ARTICLE XV WORKER'S COMPENSATION**

**Section A.** An employee receiving compensation under worker's compensation will be processed in the following manner, which applies only so long as the employee has accumulated unused sick leave:

**Subsection 1.** The employee will keep the worker's compensation check and provide the Auditor's Payroll Department with a copy of the check. The employee is obligated to inform the Auditor of the amount of the worker's compensation payment immediately upon receipt of such payment. Failure to notify the Auditor upon receipt of such payment, may subject the employee to discharge from employment.

**Subsection 2.** The County will pay the employee the difference between the worker's compensation check and full salary.

Subsection 3. The employee's sick leave will be reduced by the amount of pay, in above, translated into hours and days.

Section B. If an employee does not wish to have his/her accumulated sick leave reduced through the process described above, such employee may choose the option of declining compensation by Pine County and retaining instead the worker's compensation checks.

Section C. A doctor's certificate shall be required to show the ability to work at his/her former job classification.

## ARTICLE XVI COMPENSATION

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 A. Appendix A consists of Steps 1 through 7, plus an additional Year 10. Once an employee serves ten (10) consecutive years of service with Pine County, they shall move to Year 10. Newly-hired employees shall receive a step increase upon successful completion of 1-year full-time employment or the equivalent of 1 year of full-time employment. Steps shall continue at 12 month intervals until they reach the maximum salary for the class.

Section B. No employee shall be paid above the salary scale set forth in Appendix A.

Section C. An employee who transfers from one County Department or bargaining unit or non-union position to another shall retain their County seniority and other unpaid accumulated fringe benefits.

Section D. An employee who is promoted to a higher classification shall be granted an increase of five and one-half percent (5.5%) above their current rate of pay, or advance to the start rate of the new classification whichever is greater. In no case shall the new wage exceed the maximum of the range.

Section E. An employee who changes positions either voluntarily or involuntarily to a lower classification shall retain their current step placement and wage. The employee shall have their wage frozen at the current rate and step until such time the wage of the new classification catches up with the employee's wage. The employee shall receive cost of living increases if so awarded and shall not receive any step increases. In no case shall the new wage be more than the maximum of the range.

Section F. An employee who is reclassified to a lower classification shall retain their current step placement and wage. The employee shall have their wage frozen at the current rate and step until such time the wage of the new classification catches up with the employee's wage. The employee shall receive cost of living increases if so awarded and shall not receive any step increases.

Section G. An employee who is reclassified to a higher classification shall retain their previous step placement. The employee shall be placed at his/her previous step in the new classification.

Section H. Part-time employees shall move to the next step, based on total hours worked in a year. A work year consists of one thousand nine hundred fifty (1,950) hours.

## **ARTICLE XVII** **DISCIPLINE**

Section A. All documentation pertaining to disciplinary action shall be entered into the employee's personnel file. Employees may examine their individual personnel files at reasonable times with the knowledge of the Employer. If copies are requested by the employee for the majority of their file for personal use, an administrative charge for copying will be administered up to Twenty and no/100 Dollars (\$20.00).

Section B. A written reprimand, suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed throughout the grievance procedure contained in Article V.

Section C. In the alternative of the grievance process, when applicable, any employee may seek redress through a procedure such as Human Rights, Minnesota Merit System, Bureau of Mediation Services or Veteran's Preference. Once a written appeal has been properly filed or submitted by the employee through the grievance procedure of these personnel policies and procedures or another available procedure, the employee's right to pursue redress in an alternative forum or manner is terminated. 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 procedure precludes the aggrieved employee from making a subsequent appeal through the grievance procedure.

Section D. Employees may be subject to disciplinary suspension or discharge for misconduct. Misconduct shall include, but not be limited to, working under the influence of an intoxicant, theft, intentional or negligent destruction of the Employer's property, pilfering or the unauthorized appropriation of the Employer's property, disobedience of and failure to obey a lawful order, failure to perform job duties as defined in the employee's job description, commission of a crime, excessive absenteeism or tardiness, abuse of sick leave, violation of department rules or County policies or repetition of lesser offenses. Employees shall be disciplined for just cause only.

Section E. 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) thereof. 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 workday 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 workday 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 XVIII SAVINGS CLAUSE**

Section A. This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Pine. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

#### **ARTICLE XIX NO STRIKE**

Section A. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in any Strike as defined in Minnesota Statutes 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.

#### **ARTICLE XX RIGHT OF SUBCONTRACT**

Section A. Nothing in the Agreement shall prohibit or restrict the right of the Employer to subcontract work actually performed by employees covered by this Agreement.

Section B. In the event that the Employer determines to contract out or subcontract such work performed by employees covered by this Agreement, the Employer shall notify the Union when such determination is made, but in no case less than twenty (20) calendar days in advance of the

implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the elimination of current employees.

**ARTICLE XXI**  
**SEXUAL HARASSMENT STATEMENT**

Section A. The Employer and the Union believe that all employees have the 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 as 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.

**ARTICLE XXII**  
**COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

Section A. 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 XXIII**  
**DURATION**

Section A. This Agreement shall be effective from January 1, 2018, through December 31, 2020.

Section B. This Agreement may be opened by either party by giving to the other party sixty (60) days' notice prior to December 31, 2017. Such notice may be given either personally or by mail.

Section C. The first negotiations meeting for the contract will be held no later than July 10<sup>th</sup> in the year in which the contract expires.

BOARD OF PINE COUNTY  
COMMISSIONERS  
PINE COUNTY, MINNESOTA

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

BY

  
\_\_\_\_\_  
County Board Chair

Date: 10-Jun-2018

  
\_\_\_\_\_  
County Administrator

Date: 1-10-18

BY

\_\_\_\_\_  
President

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Negotiation Committee Member

Date: 12-29-17

  
\_\_\_\_\_  
Staff Representative

Date: 12-29-17

APPENDIX A

**Health & Human Services**

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



<b>Grade 2</b>		
Diane Lombard	Jessica Steffen	Angela Boelman
Julia Larson	Lynn Thieman	

<b>Grade 5</b>		
Arlene Fjosne	Elizabeth Kosloski	Piper Sauter
Laurie Tavernier	Ashley Eckdahl	Buffy Johanson
Christina Frey	Judy Billman	Samantha Ekeroth
Karen Jansen	Laurie Robinson	Lisa Stoffel
Trysten Williamson		

<b>Grade 6</b>		
Wendy Bloom	Stephanie Larson	Suzanne Blechinger
Jennifer Larson	Sandra Larson	Michelle Morgan
Colleen Nelson	Beverly Olson	Anne Stitt
Judith Tengwall	Jodee Simon	Lori Anderson
Donna Olsen	Brianne Neil	Janessa Berberich
Julie Cox		

<b>Grade 8</b>		
Claire Nelson	Mindy Sandell	Pamela Ward
Kellie Gillespie	Marcy Moran	Kari Sammis
Yvette Weis		

<b>Grade 9</b>		
Kari Rybak		

<b>Grade 10</b>		
Joseph Kolb	Janet Chaffee	Sheri Flesland
Bernard Neubauer	Bonnie Rediske	Tally Jo Staber
Mary Swegle	Michael Swegle	Vicki Hanson
Antonia Jensen	Sarah Norring	Heidi Oehrlein
Shelly Anderson	Heidi Burton	Chistina Schoeberl
Nikki Wiener	Kristin Radzak-Schroeder	Michelle Kelash
Candance Bartheidel	Rona Duvall	Nancy Johnson
Amber Koski	Damien Louis	Brenda Danielson
Dorinda Forbes-Cardey	Hailey Freedlund	Noelle McDeid
Andrea Wiener	Marjanae Zerehi	Haeley Braden
Nicole Hart	Jenny Morrison	Martine Root
Adriane Wimmer	Jessica Zirbes	

<b>Grade 11</b>		
Gretchen Erickson	Dawn Moffett	Danielle Oné

<b>Grade 12</b>		
Jessica Fehlen		

