

LABOR AGREEMENT

Between

THE COUNTY OF REDWOOD

And

COUNCIL #65, AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO (COURTHOUSE UNIT)

LOCAL UNION #3611

January 1, 2017 through December 31, 2019

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ARTICLE I **PURPOSE OF AGREEMENT**

- 1.1 This Collective Bargaining Agreement, hereinafter referred to the Agreement, is entered into between the County of Redwood, hereinafter called the Employer, and Council #65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union, The intent and purpose of this Agreement is to:
 - 1.11 Establish the foundation for a harmonious and effective labor-management relationship,
 - 1.12 Express in written form the complete agreement between the parties on hours, wages, and other conditions of employment and to specify the duration of this Agreement.
 - 1.13 Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this Agreement.
 - 1.14 The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication. The parties recognize that this Agreement is not intended to modify any of the authority vested in the County of Redwood by the statutes of the State of Minnesota, except as provided in this Agreement.

ARTICLE II **RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative for a unit of Redwood County employees composed as follows:
- 2.2 All office-clerical-technical-professional employees of Redwood County, Redwood Falls, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, Subd. 14, excluding maintenance employees of the Highway Department, supervisory, confidential and essential employees (BMS Case No. 90-PCE-2003, October 20, 1989),

ARTICLE III **DEFINITIONS**

- 3.1 The terms used in this Agreement shall be defined as follows:
 - 3.11 **Base Pay Rate:** The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity or any other special allowances.
 - 3.12 **Cafeteria Plan:** A written plan under which (a) all participants are employees and (b) the participants may choose among two (2) or more benefits consisting of

cash and qualified benefits. The term "cafeteria plan" does not include any plan which provides for deferred compensation except as provided for under 26 U.S.C. § 125.

- 3.13 **Continuous Service:** Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.
- 3.14 **Days:** Unless otherwise indicated, means working days. (Monday through Friday, exclusive of holidays).
- 3.15 **Demotion:** A. change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- 3.16 **Department:** A division of Redwood County government.
- 3.17 **Emergency:** A situation or occurrence of a serious nature developing suddenly, unexpectedly and not of the employee's making which, demands immediate action as determined by the Employer.
- 3.18 **Employee:** A member of the exclusively recognized bargaining unit defined in the Agreement.
- 3.19 **Employer:** Redwood County Board of Commissioners and its designated representatives.
- 3.20 **Exempt Employee:** An employee exempt from the overtime provisions of the Federal Fair Labor Standards Act.
- 3.21 **Full Month of Service:** One (1) calendar month of continuous service.
- 3.22 **Full Time Employee:** An employee who occupies a position for at least forty (40) hours per week and for at least two thousand eighty (2,080) hours per year.
- 3.23 **Full Year of Service:** Two thousand eighty (2,080) hours of continuous service.
- 3.24 **Just Cause:** Whether a reasonable (person) taking into account all relevant circumstances would find sufficient justification in the conduct of the employee to warrant discipline or discharge
- 3.25 **Layoff:** Separation from service with the Employer, necessitated by lack of work, lack of funds, or other reasons without reference to competence, misconduct, or other behavioral considerations.

- 3.26 **Leave of Absence:** An approved absence from work duty during a scheduled work period with or without compensation.
- 3.27 **Part-time Employee:** An employee regularly scheduled to work less than thirty (30) hours per work week and who maintains regular employment status with the County.
- 3.28 **Probationary Period:** The first six (6) months of service of newly hired or rehired employees unless said six (6) month period is extended pursuant to the terms of this Agreement,
- 3.29 **Promotion:** A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation,
- 3.30 **Pyramiding:** The payment of more than one form of premium compensation for the same hours of work.
- 3.31 **Regular Employee:** A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.
- 3.32 **Seasonal or Temporary Employee;** An employee hired on a seasonal or temporary basis, for a period not to exceed six (6) months as designated by the Employer, in a position with little prospect for regular employment. Such employees shall earn the salary rate set forth in the controlling Compensation Plan according to the classification of the job performed. Such employees shall not receive any other benefits.
- 3.33 **Seniority:** Length of service established by Article VI.
- 3.34 **Transfer:** A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.35 **Trial Period:** The first six (6) months of service in a new position of a promoted or transferred employee.
- 3.36 **Union:** Council #65, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.37 **Union Member;** A member of Council #65, American Federation of State, County and Municipal Employees, AFL-CIO,

ARTICLE IV UNION SECURITY

- 4.1 Upon notification from the Union, the Employer shall deduct the dues of each individual member of the Union from that member's check, and then remit monthly such deductions to the appropriate designated officer of the Union with a list of names of the employees from whose wages deductions were made. The Union may from time to time by letter to the Employer change the amount to be withheld from each member's check. Individual authorization by members of the Union shall be necessary to authorize this deduction and such authorization will not be reasonably withheld.
- 4.2 Any fair share fee collected by the Employer shall be processed in accordance with Minim. Stat. §179A.06, Subd. 3
- 4.3 The Union may designate certain employees from the bargaining unit to act as Stewards and shall within five (5) days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former Stewards. The bargaining unit shall also certify to the Employer a complete and current list of its officers and representatives.
- 4.4 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 Redwood County Coordinator or his/her designee.
- 4.5 The Employer agrees to allow the bargaining unit to use a designated bulletin board for the purpose of posting notices of Union meetings, Union elections, Union appointment to office, and Union recreational or social affairs, and any other items specifically approved by the Employer. The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.
- 4.6 The Employer agrees to allow Union employees to donate accrued vacation time of the Employee to a Negotiation Pool. Time transferred will be available to Union employees who participate in face-to-face negotiations between the Union and the Employer. The Union shall be responsible for compiling the necessary data to implement this program. Data evidencing the time donated by Union employees shall be provided in a timely manner to the County Administrator to confirm availability of time donated. Data must be available for verification prior to any face-to-face negotiations. Data evidencing time expended by Union employees in face-to-face negotiations with the Employer shall be provided to the County Administrator in a timely manner to demonstrate hours expended from the Pool.

- 4.7 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments, including attorney's fees, 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.
- 4.8 The Employer agrees to apply the terms of this Agreement to all members of the unit fairly and without discrimination,

ARTICLE V EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all workforce, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE VI SENIORITY

- 6.1 **Seniority Lists:** Upon request of the Union, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification and department to include and rank, in order of highest and lowest seniority, all regular employees in the bargaining units.
- 6.2 **Types of Seniority:** There shall be three types of seniority established by the Agreement.
- 6.2.1 **Service Seniority is the** total length of continuous service with the County.
- 6.2.2 **Department Seniority** is the total length of service within a specific department or division of County service.
- 6.2.3 **Classification Seniority** is the total length service within a work classification.
- 6.3 **Breaks in Seniority:** An employee's seniority shall be broken by voluntary resignation, layoff, discharge for just cause, or retirement. Except for those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:

- 6.3.1 Layoff, which shall be by classification within a department, in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any employee in equal or lower classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped.
- 6.3.2 Recall from layoff, which shall be by classification within a department, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and Employer, she/he shall automatically have terminated her/his employment. Recall notification shall be by registered or certified mail to the employee's last known address for an indefinite layoff and shall be contained in the layoff notice for layoffs for a definite period. An employee's name shall be retained on the recall list for eighteen (18) months, at which time all rights to recall shall terminate.
- 6.3.3 The Employer shall issue written notice of an indefinite layoff at least ten (10) calendar days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members. The Employer shall issue written notice of recall from an indefinite layoff to effected employees, providing at least seven (7) calendar days to return to work. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five (45) or more days. The Employer may lay off an employee for a definite period of forty-four (44) days or less by giving written notice to the affected employees.
- 6.3.4 Emergency, provisional and limited term employees in the same department and classification shall precede regular employees in layoff. No new employees shall be hired in a work classification within a department where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.
- 6.4 The Employer is committed to hiring the most qualified candidate for County service. When all other qualifications are equal, the Employer shall select the applicant with the greater service seniority for the job opening. Positions where incumbents are reclassified shall not be considered vacant or newly created for the purpose of bidding.
- 6.5 For a period of five (5) calendar days prior to filling such vacant or newly created position, the Employer shall post, in a conspicuous place, in each county building--specifically, the Government Center (outside the County Administrator's Office and on the official County bulletin board located near the entrance to the Government Center), the Courthouse (located on the second floor outside the County Attorney's Office), Law Enforcement Center, Highway Department (Redwood Falls),

Probation, – notice of all vacant or newly created positions to be filled. Such notices shall state the type of work, the place of work, rate of pay, normal hours to be worked and the job classification.

ARTICLE VII GRIEVANCE PROCEDURE

- 7.1 **Definition of a Grievance:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement
- 7.2 **Processing of a Grievance:** It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have notified and received the approval of the Employer who has determined that such absence is reasonable.
- 7.3 **Procedure:** Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this contract shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance to the employee's department head. The grievance shall be placed in writing and set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy requested. The department head shall respond to the grievance within ten (10) calendar days of receipt of the written grievance. To the extent the parties believe a face-to-face meeting will aid in the resolution of the grievance, the grievant, grievant's representative and the Employer will meet during the ten (10) days the employer is given to respond to Step 1 of the Grievance. The Union may appeal the department head's answer to Step 2 within ten (10) calendar days of the answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the County Board or its designee. The County Board, or its designee, shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the County Board's or its designee's answer in Step 2. Any

grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived except as provided in Step 2A herein.

Step 2A. The parties may mutually agree to schedule a settlement conference in an effort to resolve the grievance prior to mediation. The party requesting the settlement conference must do so within ten (10) calendar days following the County Board's or its designee's answer in Step 2. If the parties mutually agree to a settlement conference, said conference shall be held within thirty (30) days of the request for a settlement conference. Statements and/or offers made during the course of the settlement conference shall not be used by any party against the other in any subsequent arbitration or dispute. If the matter is not resolved through the settlement conference, the grievant then has ten (10) calendar days to appeal to Step 3. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 2B. The parties may mutually agree to submit the grievance to mediation prior to moving forward with arbitration. Statements and/or offers made during the course of mediation shall not be used by any party against the other in any subsequent arbitration or dispute.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 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 Bureau of Mediation Services.

7.4 **Arbitrator's Authority.** The arbitrator shall not have the right to modify, amend, nullify, ignore, add to or subtract from the terms and conditions of this contract. 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 may not ignore the language of the Agreement; pursue the rule of the shop, or other considerations beyond the scope of the written agreement. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the submission of briefs by the parties 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 fact of the grievance presented.

7.5 **Arbitrator's Fees.** The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and

witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 7.6 **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 limits of each step may be extended by mutual agreement of the Employer and the Union,
- 7.7 **Election of Remedies:** Grievances filed on or behalf of employees who are covered under the provisions of the MN Veteran's Preference Act (VPA), Minn Stat. Sec. 197.46 shall not be subject to the arbitration provisions of the Agreement where a remedy is being pursued under the VPA. If, as a result of the Employer's response in Step 2 or the conclusion of mediation in Step 2A, the grievance remains unresolved and if the grievance involves the demotion or discharge of an employee who has completed the required probationary period the grievance may be appealed to Step 3 of this Article or to a Veteran's Preference procedure. If appealed to another procedure other than Step 3 of the Article the grievance shall not be subject to the arbitration procedure

ARTICLE VIII NO STRIKE/NO LOCKOUT

- 8.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.
- 8.2 The Employer shall not lock out unit employees.
- 8.3 The provisions of this Article shall apply only during the period in which this Agreement is in effect.

ARTICLE IX PROBATION AND TRIAL PERIODS

- 9.1 All newly hired or rehired employees shall be probationary and shall serve a six (6) month probationary period.
 - 9.1.1 When terminating employment, an employee shall be required to give his/her Department Head not less than ten (10) working days written notice. This notice should include a brief description of the resignation and the effective date. The Department Head or appointing authority may approve less than ten (10) days notice.
- 9.2 The Employer, at its sole discretion, may discipline or discharge a probationary employee; such action shall not be subject to the grievance procedure.
- 9.3 All employees promoted or transferred to a new position shall serve a six (6) month trial period.
- 9.4 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.
- 9.5 For a period of fifteen (15) calendar days, 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. After the fifteen (15) calendar day period, the employee may request such return, but the Employer shall be under no obligation to honor the request.

ARTICLE X WORK SCHEDULES - PREMIUM PAY

- 10.1 This Article **is** intended only to define the normal 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 pay day or per week,
- 10.2 **Work Week:** The normal work week shall be forty (40) hours for full-time employees. Normal work days shall be Monday through Friday, except for functions operated on a continuous basis or requiring departure from the normal schedule.
- 10.3 **Work Day:** The work day for full-time employees shall consist of eight (8) hours of work, plus an unpaid meal period.
- 10.4 **Work Shift:** Work shifts, staffing schedules, and the assignment of employees thereto shall be established by the Employer.

- 10.5 **Work Schedule Changes:** The Employer shall notify employees fourteen (14) calendar days in advance of any permanent changes in their work schedules. Temporary changes in work schedules including but not limited to early starts, early quits, or send homes shall be at the Employer's discretion.
- 10.6 **Rest Breaks:** Employees shall be granted one (1) fifteen minute rest break during each four (4) hours, one-half shift, consistent with their duties at such times as the Employer deems reasonable and prudent. Employees shall be allowed to take their work breaks as separate fifteen minute breaks or in combination of a total of thirty (30) minutes per work day, and may be allowed to combine those breaks with the unpaid meal period if authorized by their Department Head and/or Supervisor. Provided, however, that the Employer retains the authority to schedule rest breaks in the interest of the Department.
- 10.7 **Meal Period:** An unpaid meal period, not to exceed one-half (1/2) hour, shall be scheduled toward the middle of the work shift, at a time which the Employer determines does not interfere with the rendering of services.
- 10.8 **Overtime:** All hours worked by non-exempt employees in excess of forty (40) per week shall be considered overtime. For purposes of computing overtime, the work week shall begin at 12:01 a.m., Monday
- 10.9 **Overtime Rate.** All employees shall be compensated for all overtime hours worked at the rate of time and one-half (1 ½) the employee's base pay rate. Employees shall receive compensatory time at the same rate that would apply if the employee were to receive cash payment for the hours worked. For employees hired prior to January 1, 1996, the first twenty (20) hours of accumulated time may be credited as compensatory time and the excess shall be paid overtime. These employees shall not retain more than twenty (20) hours in the compensatory time bank; hours earned in excess of twenty (20) shall be paid in cash at the appropriate rate. Employees hired by the Employer after January 1, 1996, shall be allowed to retain up to forty (40)-hours in the compensatory time bank; hours earned in excess of forty (40) by employees hired by the Employer after January 1, 1996, shall be paid in cash at the appropriate rate. Due to seasonal fluctuation in hours, the Park Supervisor shall be allowed to accrue overtime to a maximum of 240 hours annually. Due to the seasonal fluctuation of hours, the Ditch/Agricultural Inspector shall be allowed to accrue overtime to a maximum of 240 hours annually.
- 10.10 Non-compensated leave of absence hours, compensatory time, and vacation hours shall not be included in the worked hours per week required to qualify for overtime premium. Sick leave and holidays shall be included in the worked hours per week required to qualify for overtime premium. All other compensated non-worked hours shall not be counted toward the minimum necessary for overtime.
- 10.11 **No Pyramiding of Hours:** The base pay rate or premium compensation shall not be

paid more than once for the same hours worked under any provision of this Agreement nor shall there be any pyramiding of premium compensation.

10.12 Employees called out to work during their scheduled time off shall be compensated for a minimum of one (1) hour of time. When the call-out causes non-exempt work in excess of forty (40) hours in a work week, employees shall be compensated at the rate of time and one-half (1-1/2) for the call-out time.

10.13 **Flex Work Schedule:** Employees may flex up to three (3) hours per work week with department head approval, Employees who wish to flex work time must provide five (5) working days advance notice to the department head. Flex work scheduling should be implemented in a minimum one-half hour unit. By using a flex work schedule, an employee waives his or her right to overtime compensation for the work hours involved. The use of flex scheduling shall not be based on any type of seniority status and is always subject to department head discretion.

ARTICLE XI

HOLIDAYS

11.1 Employees shall be entitled to compensated time off for designated holidays. Designated holidays are:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving
Christmas Day - December 25

11.2 Employees shall be eligible for four (4) hours holiday on Good Friday and four (4) hours holiday on Christmas Eve, provided that Christmas Eve falls on a Tuesday through Thursday, if Christmas Eve falls on a Friday, holiday hours are not granted on the preceding Thursday; however, if Christmas Eve falls on a Monday, the entire day shall be considered a holiday.

Employees shall be granted a one-half (1/2) day (four hour) floating holiday to be used once each calendar year. It cannot be used in conjunction with another ½ day holiday in which an employee works causing overtime for working a holiday. This floating holiday cannot be banked or carried over from one year to the next. Prior notice to use this floating holiday shall be required and will need Department Head approval and cannot cause any undue hardship to the operation of the department.

- 11.3 Non-exempt employees assigned and required by the Employer to work on a holiday as designated in this Article, shall receive overtime compensation at one and one-half (1 ½) times their base pay rate for hours worked, plus holiday compensation at their base pay rate, but in no case shall the total compensation exceed two and one-half (2 ½) times the employee's base pay rate.
- 11.4 When a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the holiday for employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the holiday for employees. An employee, regardless of his/her work schedule, shall receive the same number of holidays as an employee whose normal work week is Monday through Friday. Part-time employees' holidays are pro-rated.
- 11.5 Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time,
- 11.6 Part-time employees shall be provided paid holidays on a prorated basis according to the proportion of time worked during the pay period in which the holiday occurs. Example: A person working one-half of the non-holidays in the pay period would be paid for one-half of the holiday.

ARTICLE XII VACATIONS

- 12.1 All regular full-time employees shall be eligible for vacation leave benefits at their current base pay rate, except newly hired employees, who shall not be eligible to utilize vacation benefits during the probationary period.
- 12.2 Regular Full-time employees shall accrue vacation benefits in accordance with the following schedule, provided that vacation leave shall only accrue when an employee is on compensated payroll status:

<u>Years of Employment</u>	<u>Monthly</u>
0 to 4 Years	8 Hours
5 to 9 Years	10 Hours
10 to 14 Years	12 Hours
15 to 19 Years	14 Hours
20+ Years	16 Hours

- 12.3 Employees shall not be entitled to receive cash payment in lieu of leave for unused accumulated vacation leave hours except upon mutual agreement of the Employer and the employee. However, upon complete termination of employment of regular

employees, those employees shall be paid for their unused accumulated vacation time. Any vacation severance due to a terminating employee shall be paid at the employee's base rate at the time of termination.

- 12.4 Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.
- 12.5 An employee hired before January 1, 1996 may accumulate no more than two hundred forty (240) hours of vacation leave. An employee hired after January 1, 1996 may not have a year-end balance of more than ninety-six (96) hours of vacation time. Vacation cannot be used in less than one-half (1/2) hour increments.
- 12.6 Vacation time off shall be approved by the department head. Vacation time off may be denied if the department head determines that the needs of the department will not be served if the time off is granted. Requests for vacation time off will be granted or denied within three (3) calendar days of the request.
- 12.7 Part-time employees shall be provided paid vacation as follows: For employees in departments working 40 hours per week, paid vacation will be calculated on a prorated basis, based upon the actual hours of work time, including holidays as defined in Article XI of this Agreement, in relation to length of service and based on 2080 hours of work per year. This amounts to approximately 8 hours of vacation for each 173 hours of work. Vacation earned by part-time employees may be changed to take into account the actual length of service provisions contained in the Vacation section of the Employer's Redwood County Personnel Policy.

ARTICLE XIII. SICK LEAVE

- 13.1 Sick leave shall be earned by full-time employees at the rate of eight (8) hours per month for each full month of service. Sick leave benefits, when authorized, shall be paid at the employee's current base pay rate. Sick leave is accrued as a protection provided by the Employer for regular full-time employees when said employee is unable to perform his/her regular job duties because of illness or illness-related reasons:
 - 13.1.1 Illness of the employee.
 - 13.1.2 Medical or dental service, for diagnostic, treatment, and/or rehabilitation purposes.
 - 13.1.3 Critical or potentially critical illness of immediate family members. Immediate family, for the purposes of this Section, shall be defined as

spouse, children, ward, parent, siblings and parents-in-law, children-in-law and grandchildren when alternative care is not available.

- 13.1.4 Uses required by Minn. Stat. § 181.9413 (2013). Employees shall be permitted to use their employer provided sick time for an illness or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. The Employer may limit the use of an employee's sick leave benefits for relatives to no less than 160 hours in a twelve month period. This limit does not apply to absences due to the illness or injury of a minor child or spouse. *Child includes stepchild, biological, adopted, foster and ward.
- 13.2 Sick leave benefits shall only accrue when an employee is on compensated payroll status for at least ten (10) work days during the month.
- 13.3 Unused earned sick leave may be accumulated to a maximum of eight hundred (800) hours.
- 13.4 Sick leave may be authorized on the basis of application therefore, approved by the Employer, for actual disability due to illness, maternity, injury, legal quarantine, dental or medical treatment necessitating the employee's absence.
- 13.5 Sick leave usage shall be subject to approval and verification by the Employer, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave, and other information the Employer deems necessary. Newly hired employees shall not be eligible to utilize more sick leave benefits than they have earned at any time during the probationary period.
- 13.6 To be eligible for sick leave payment, an employee must notify his/her designated supervisor prior to the starting time of his/her scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- 13.7 A disabled employee who, because of extended illness or injury, has exhausted all compensated leave shall be granted a medical leave of absence without pay, not to exceed ninety (90) calendar days. This leave may be extended up to one (1) year.
- 13.8 The Employer may require an employee who is absent from duty to undergo a medical evaluation and furnish a report from an appropriate medical authority, at the Employer's expense, that will enable the Employer to determine the employee's fitness for performance of his/her duties. When it is determined that the employee's absence from duty is necessary, the Employer may require the employee to either return to work or resign.

- 13.9 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment.
- 13.10 Any employee who by reason of sickness or injury receives Workers' Compensation benefits may receive from the Employer additional differential benefit from the accumulated sick leave, vacation leave, or other accumulated leave time, but the total weekly compensation including leave and compensation benefit shall not exceed the weekly base rate of an employee.
- 13.11 **Severance Pay:** Full and part-time employees, upon termination in good standing from County employment, after a minimum of ten (10) years of service, shall receive in pay two point five percent (2.5%) of accrued regular sick leave for each full year of service based upon the employee's latest salary to a maximum of sixty percent (60%) paid. Ten (10) full years of service for the purposes of this paragraph shall be defined as twenty thousand eight hundred (20,800) hours worked.
- 13.12 Deferred sick leave shall be provided pursuant to the Employer's Redwood County Personnel Policy
- 13.13 An employee who becomes ill or injured while on vacation and requires professional medical attention shall be allowed to convert the vacation time off to sick leave time off. A statement from the treating physician shall be provided to the Department Head in order for this conversion *to be* approved.
- 13.14 Employees who during the course of one calendar year use 24 hours (three, 8-hour days) or less of sick leave shall earn a paid Wellness Day off from work to be awarded in the following calendar year, The paid Wellness Day off from work shall be taken as provided in the Employer's Redwood County Personnel Policy.
- 13.15 Part-time employees shall be provided paid sick leave as follows: For employees in departments working 40 hours per week, paid sick leave will be calculated on a prorated basis, based on the actual hours worked, including holidays as defined in Article XI of this Agreement, in relation to length of service and based on 2080 hours of work per year. This amounts to approximately 8 hours of sick leave for each 173 hours of work.

ARTICLE XIV LEAVES OF ABSENCE

- 14.1 **General Conditions:** To the extent possible, any request for leave shall be made by employees prior to the beginning of the periods of absence, and no payment for any absence shall be made until the leave is properly approved. An employee on an approved leave of absence may cancel the leave and return to work early with

the approval of the Employer. The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds the employee is using the leave for purposes other than those specified at the time of the approval.

14.2 The Employer shall continue to pay its share of insurance benefits as provided by Article XX for employees on leave of absence with pay. Employees on leave of absence without pay who are eligible to participate in the insurance coverage and who choose to participate while on leave shall be able to do so, but shall pay the full premium costs of such coverage.

14.3 Employees on approved paid leaves of absence shall continue to accrue Service, Department and Classification security. Employees on leave without pay shall retain all unused, accrued vacation and sick leave, but shall not accrue additional vacation, sick leave or seniority during their leave and may not utilize such benefits during the period of leave.

14.4 Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the step of the salary schedule where he/she was when the leave began, with any adjustments added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the other on the salary schedule, or toward length of service required to complete a probationary period.

14.5 **Military Duty Leave:** In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of the active duty required for such training, not to exceed fifteen (15) calendar days per calendar year. The employee shall present the Employer with official copies of the order received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.

14.6 **Funeral Leave:**

14.6.1 Leave with pay, not deducted from sick leave, to a maximum of three (3) days, shall be granted upon the occasion of the death of a member of the employee's immediate family which is defined as mother, father, sister, brother, wife, husband, son, daughter, step-mother, step-father, step-son, step-daughter, mother or father-in-law, brother or sister-in-law, grandparents, grandchild or, with prior approval of the employee's department head, other persons who by special circumstances may have occupied one of the above roles in the employee's life. Up to two (2) additional days, to be deducted from sick leave, may be granted by the Department Head in the event travel is necessary in order to attend the

funeral.

- 14.6.2 In the event of a funeral for relatives other than immediate family, or if called upon to serve as pallbearer, driver or in a military honor guard, an employee may be granted up to one (1) working day off using sick leave upon prior approval of the employee's department head.
- 14.6.3 The employee must notify their department head as soon as possible in order to arrange Funeral Leave.
- 14.7 **Jury Duty;** An employee who is called upon to serve on a jury or subpoenaed as a witness on non-personal business shall receive the amount of his/her salary plus the amount paid for services as a juror or witness. The employee may retain expense allowances provided for this service. If excused during the work day, the employee shall return to his/her work station for the balance of the day. Court appearances and subpoenas, other than for jury duty, must pertain to Federal or County matters arising out of the employee's current or past positions with the County. County matters are also defined as subpoenas or testimony related to legal hearings involving collective bargaining agreements.
- 14.8 **Court Appearance:** Employees required to appear before a court or other public body on any matter related to their employment with the Employer shall be granted a leave of absence with pay.
- 14.9 **Leaves Without Pay:** At the discretion of the Employer, a leave of absence without pay for reasons other than disability may be granted to an employee requesting such leave in writing.
 - 14.9.1 **Family Medical Leave:** Such leave shall be granted according to state and federal law, Employees shall be allowed to use any combination of accrued paid or unpaid leave time for maternity/paternity/adoption/school parental leave.
 - 14.9.2 **Union Business:** The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the department.
- 14.10 **Storm Days:** County employees unable to travel to their normal place of employment because of inclement weather, roads closed or not, will make up the time lost from their job, deduct the lost time from vacation time, use compensatory time, or have the lost time deducted from their pay. The method to be used to compensate for the lost time must be mutually agreed upon by the Department Head and the employee within ten (10) working days of the date of absence. Should the lost time be made up by the employee after business hours, on

weekends, holidays or other unscheduled work time, the employee shall not be entitled to receive any overtime or other compensation other than to serve as a credit against the lost time. Redwood County offices will never all be officially closed due to inclement weather.

14.11 Volunteer Organizations: Only employees who are members of volunteer Police and fire departments, ambulance services, rescue services and other emergency volunteer organizations such as the Red Cross, shall be allowed time off from work with pay to respond to emergency call-outs by those organizations. In addition, employees who will be participating in a veteran funeral service as a member of the honor/color guard shall be allowed time off under this Article. Said time off shall not exceed eight (8) hours per call unless approved, in advance, by the employee's Department Head. The employer's decision to deny time off with pay under this section, in excess of eight (8) hours per call, is not subject to the grievance procedure as outlined under the terms of this Agreement.

14.12 Voluntary leave without pay shall be as provided in the Employer's Redwood County Personnel Policy.

ARTICLE XV ABSENCE WITHOUT LEAVE

15.1 Any absence of an employee from scheduled duty that is not promptly reported to and authorized by the Employer shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days shall be deemed to have resigned his/her employment, provided that the Employer may grant approval for leave subsequent to the unauthorized leave, if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE XVI ALLOWANCES

16.1 **Automobile Allowance:** Employees required by the Employer to use their personal cars while engaged in County work shall be entitled to reimbursement at the rate established by the Redwood County Board of Commissioners.

ARTICLE XVII CAFETERIA CONTRIBUTION

17.1 The Employer shall continue in force the existing or equivalent medical, hospital, and life insurance coverage benefits for all qualifying employees and their dependents. All insurance benefits will be implemented through a cafeteria plan. All employees shall participate in the plan at the minimum or core participation levels.

17.2 Effective January 1, 2017 the Employer will contribute the amounts listed below for each plan and tier.

- 2017 Monthly Cafeteria Contributions:**

\$500 Deductible: Sng: \$640 / Emp. +Spouse: \$1125
 Emp. +Dependent(s): \$916 / Family: \$1,242

\$1200 Deductible: Sng: \$640 / Emp. +Spouse: \$982
 Emp. +Dependent(s): \$800 / Family: \$1,242

\$3125VEBA/HSA: Sng: \$640 / Emp. +Spouse: \$1000
 Emp. +Dependent(s): \$813 / Family: \$1,242
- In years 2018 and 2019 of the contract, the Insurance Committee will meet to review insurance premiums and Cafeteria Contribution rates. If, after reviewing the insurance premiums and/or Cafeteria Contribution rates, the Insurance Committee determines that a change in the Employer and Employee Contributions is necessary members of the Union will vote on the new contributions and results will be presented to the County Administrator.
- Effective January 1, 2018 the \$500 Deductible Plan will no longer be offered.

ARTICLE XVIII RIGHT OF SUBCONTRACT

- 18.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement.
- 18.2 In the event that the Employer determines to contract or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than fifteen (15) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the Unit

ARTICLE XIX INDIVIDUAL RIGHTS

- 19.1 Employees have the right to join or refrain from joining the Union. Neither the Employer nor the Union shall discriminate against or interfere with the rights of employees to become or not to become members of the Union and, further, there shall be no discrimination or coercion against any employee because of Union membership or non-membership. The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

ARTICLE XX COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 20.1 **Complete Agreement Between Parties.** Each party acknowledges that during negotiations resulting in this Agreement, each had the unlimited right and

opportunity to make demands and proposals with respect to any subject or matter not removed by law, rule, or regulation from the area of collective bargaining, and that the understanding 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 duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agreed that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- 20.2 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this agreement, are hereby superseded.

ARTICLE XXI SAVINGS CLAUSE

- 21.1 If any provision of this Agreement is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.
- 21.2 Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to Writing, and signed by the authorized representatives of the Union and Employer. A refusal of either party to modify, vary or alter the terms of this agreement shall not be grievable.

ARTICLE XXII DISCIPLINE AND DISCHARGE

- 22.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.
- 22.2 Employees who are suspended or discharged shall be notified of such action in writing. The Employer shall have no duty to notify the Union of such disciplinary action.
- 22.3 Probationary employees may be dismissed at any time, without cause, at the discretion of the Employer. Such action shall not be subject to the grievance procedure.
- 22.4 An employee shall be given a copy of any written entry to his/her personnel file which is the result of any disciplinary action and shall be allowed to respond thereto. In addition, any employee shall be allowed to review his/her personnel file and all documents therein at reasonable times and under conditions determined by the Employer.

- 22.5 An employee shall be allowed Union representation at any step of the discipline procedure or any investigation which could lead to disciplinary action. The Employer shall have no obligation to inform or advise an employee of the provisions of this Section.

ARTICLE XXIII SALARY RATES

- 23.1 Employees shall be compensated in accordance with the Employer's comparable worth salary schedule. This will include a .75% salary schedule improvement (Parties acknowledge the .75% increase arises from the implementation of the 2015 Compensation Study) for 2017, 1% for 2018 and 2% for 2019. Employees will also receive a step increase if eligible and with a satisfactory performance evaluation completed.
- 23.2 Employee advancement on the County Compensation Plan shall not be automatic. Progress on the plan shall be based on satisfactory performance of job duties, evidenced by the employee's written performance evaluation. If an employee receives an unsatisfactory performance evaluation, the department head and/or supervisor shall identify to the employee the specific areas of job performance that need improvement. The follow-up review shall be held within three (3) months. If the employee's performance has improved to a satisfactory level, the employee will then be eligible for a merit/step increase at the time of the three (3) month follow-up review. If, however, the employee's performance has not improved to a satisfactory level, the employee shall not be eligible for a merit/step increase until a satisfactory performance evaluation at the next annual employment anniversary. If an employee has an unsatisfactory follow-up review, the employee may object to the follow-up evaluation and may process a grievance as provided in Article VII of this agreement.
- 23.3 Effective with the first payroll period after promotion, an employee shall be paid at the step of the salary range for his/her new classification that reflects a salary increase of an amount no less than 2.5% of the former rate of pay. Effective with the first payroll period after reclassification to a higher salary range, an employee shall be paid at the step of the salary range for his/her new classification that reflects a salary increase.
- 23.4 An employee who is specifically assigned to perform work which is at a higher classification shall receive his/her regular rate of pay for the first ten (10) consecutive working days. Once the duration of the assignment exceeds ten (10) consecutive working days, the employee shall receive the higher classification rate for each day worked out of class starting with the first day working out of class. Work out of classification for the purpose of this Section shall mean performance of work more than fifty percent (50%) of which shall exclusively be covered by a

higher classification as determined by the Department Head and County Administrator.

23.4.1 For purposes of employees who are working out of class, the salary increase shall amount to a 2.5% increase over the employee's current hourly rate of pay. When the employee ceases to work out of class, the employee shall return to the hourly rate of pay the employee earned prior to working out of class.

23.5 The Employer agrees to provide at least annually an opportunity for review of individual employee placement on the Employer's Pay Plan by the County Board Personnel Subcommittee, and to hear any employee and/or departmental appeals for classification rating modification. All employees must submit requests for review to the County Administrator no later than February 1st. The Personnel Subcommittee shall respond to the employee's request within forty-five (45) days of the County Administrator's receipt of the request. This time period may be waived by mutual agreement of the parties. Results from the Personnel Subcommittee will be effective on June 1st. However, if no appeals or requests for modifications have been presented to the County Administrator, this provision is deemed waived. The determination made by the Personnel Subcommittee is not grievable.

23.6 Unit employees shall be compensated pursuant to their job classification grade and their assigned step. Compensation shall be calculated according to the AFSCME 2014 Compensation Plan attached hereto and incorporated by reference and Appendix A

ARTICLE XXIV TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2017 through December 31, 2019.

COUNTY OF REDWOOD

[Signature]
Bargaining Committee Member

Date: 5-16-17

[Signature]
Bargaining Committee Member

Date: 5-16-17

AFSCME COUNCIL 65

[Signature]
Local President

Date: 5-16-17

[Signature]
Local Secretary-Treasurer

Date: 5-16-17

[Signature]
Paul Schwarz
Bargaining Unit Representative

Date: 5/16/17

5/14/17

Date: 5-16-17

Date: _____

ATTEST:

[Signature]

Bargaining Committee Member

[Signature]

Clerk to the Board

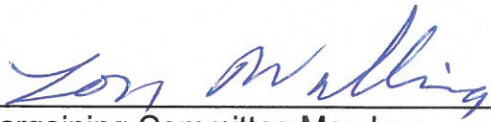
APPENDIX A

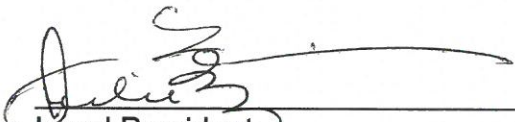
The attached Salary Schedules for 2017 to 2019 have been reviewed by the parties and represents a change in the Redwood County AFSCME Pay Plan, and shall continue in effect for the duration of the 2017 through 2019 contract. The schedule is incorporated into the Labor Agreement by reference therein.

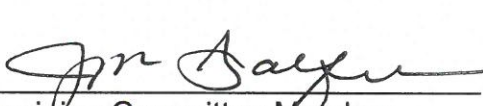
Steps will be granted for 2017 through 2019.

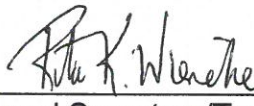
COUNTY OF REDWOOD


AFSCME COUNCIL 65


Bargaining Committee Member
Date: 5-16-17



Local President
Date: 5-16-17


Bargaining Committee Member
Date: 5-16-17


Local Secretary/Treasurer
Date: _____


Paul Schwarz
Date: 5/16/17

ATTEST:


Clerk to the Board
Dated: 5-16-17


Bargaining Committee Member
Date: 5/16/17

2017 AFSCME Salary Schedule

GW 1.0280 Step Increase 2:00PM 4/21/2017

Table with 15 columns (GRADE 1-14) and 25 rows (1-25). Salary values range from \$9.07 to \$82.35.

2018 AFSCME Salary Schedule

GW 1.0100 Step Increase 1.0280

Table with 15 columns (GRADE 1-14) and 25 rows (1-25). Salary values range from \$9.16 to \$83.18.

2019 AFSCME Salary Schedule

GW 1.0200 Step Increase 1.0280

Table with 15 columns (GRADE 1-14) and 25 rows (1-25). Salary values range from \$9.34 to \$84.84.