



Board of County Commissioners Agenda Request

3A

Agenda Item #

Requested Meeting Date: 11/11/2014

Title of Item: Ratify AFSCME Courthouse and AFSCME HHS Agreements (2015-2016)

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <small>*provide copy of hearing notice that was published</small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Bobbie Danielson		Department: Human Resources Dept.
Presenter (Name and Title): Nathan Burkett, County Administrator		Estimated Time Needed: 10 minutes
Summary of Issue: <p>Please find red-lined Agreements and supporting documentation attached. County Administrator Burkett is requesting Board ratification prior to union ratification. The unions will schedule their ratification votes following the November 11 board meeting.</p> <p>The request includes ratification of the Agreements as presented, plus authorizing the County Administrator to make any final adjustments that may be necessary, including the Christmas Eve holiday language. The language proposed to be inserted in the Agreements is attached; the unions are discussing this at time of agenda deadline, some adjustments may be necessary to finalize the Agreements. We are proposing that the County Administrator be granted the authority to make these final adjustments at his discretion. Signature copies will be provided to the Chairperson when finalized.</p>		
Alternatives, Options, Effects on Others/Comments: An alternative would be to wait until the union ratifies prior to taking action.		
Recommended Action/Motion: Motion to ratify the 2015-2016 AFSCME Courthouse Unit and AFSCME HHS Unit Agreements as presented, and authorize the County Administrator to make final adjustments that may be necessary. Authorize Chairperson, Administrator, and HR Director to sign Agreements.		
Financial Impact: Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ <input type="checkbox"/> Nate to discuss budget details. Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please Explain: Included in 2015 budget.		

Legally binding agreements must have County Attorney approval prior to submission.

A G R E E M E N T

between

COUNTY OF AITKIN, MINNESOTA

and

**COURTHOUSE EMPLOYEES
AFSCME, AFL-CIO, LOCAL UNION #667**

JANUARY 1, ~~2013-2015~~ - DECEMBER 31, ~~2014~~2016

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Add Christmas Eve MOA

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AGREEMENT

Entered into by and between the Board of Aitkin County, hereinafter referred to as the "Board", and Local Union No. 667, American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the "Union".

ARTICLE 1

PURPOSE

It is the intent and purpose of the parties hereto that this Agreement shall promote and ensure a spirit of confidence and cooperation between the Board and its employees, set forth the general policy of the Board on personnel and procedure, establish uniform and equitable rates of pay and hours of work and provide a method for the redress of any grievances the employees may have by virtue of this Agreement or otherwise.

ARTICLE 2

RECOGNITION

Section A. The Board hereby recognizes Local No. 667, AFSCME Council 65, AFL-CIO, as the exclusive bargaining agent of the employees of the Aitkin County Courthouse who are employed for more than sixty-seven (67) working days per calendar year and fourteen (14) or more hours per week or thirty-five percent (35%) of the normal week, whichever is the lesser, excluding employees of the Health & Human Services Department, County Extension Educators, supervisor and confidential employees.

Section B. The Board shall not enter into any agreements with the employees coming under the jurisdiction of this policy, either individually or collectively, which in any way conflicts with the terms and conditions of this policy.

Section C. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status, status with regard to public assistance, religious, or political belief.

ARTICLE 3

DEFINITIONS

Union: American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization.

Employer: County of Aitkin

Employee: A member of the exclusively recognized bargaining unit.

Permanent Employee: An employee who has completed the probationary period.

Probationary Employee: An employee who has not completed the probationary period.

Seasonal Employee: A temporary employee hired to cover increased workloads in a department due to peak business demands.

Union Member: A member of AFSCME Local No. 667.

ARTICLE 4 EMPLOYEE RIGHTS

Section A.

In Recognition of the Union as the Exclusive Representative

Subd. 1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Subd. 3. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues, in an electronic Excel format or via U.S. mail.

Section B. Fair Share Fee. The Union may collect a Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sec. 179A.06, Subd. 3.

Section C. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section D. Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Board at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned, with prior notification to the Human Resources ~~Manager~~ Director and without undue interruption of work.

Section E. The Board agrees to permit up to three (3) members of the Negotiating Committee to appear at all negotiating meetings with the Employer in negotiations without the loss of pay.

Section F. All matters not covered by this Agreement shall be settled through negotiations between the Board and the Union.

Section G. An employee elected by the Union to represent such Union at International, State or District meetings, which require absence from duty, shall be granted the necessary time off to attend such meetings, without pay, and without discrimination or loss of seniority or other rights. Such time off will be on the following basis:

<u>Type of Meeting</u>	<u>No. of Delegates</u>	<u>Maximum Leave Time</u>
International	2	9 calendar days
State Federation	2	7 calendar days

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State Council	3	2 calendar days
District	3	1 calendar day

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

ARTICLE 5 **MANAGEMENT RIGHTS**

Section A. The Employer retains the full, unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial functions not specifically limited by this Agreement.

Section B. Any term or 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 6 **HOURS OF WORK**

Section A. Courthouse Employees: The normal hours of work for all Courthouse employees shall be eight (8) hours per day and forty (40) hours per week. The regular workday shall start at 8:00 a.m. and shall end at 4:30 p.m., allowing one-half hour for lunch each day. The normal workdays of the week shall be Monday through Friday. Flexible work schedules may be established with approval of the Department Head. Under management rights, the County Board, at any time, can define the working hours of departments.

Section B. Overtime Hours: Overtime compensation will be based on status under the Fair Labor Standards Act. All non-exempt employees who are assigned by the Employer to work in excess of 40 hours in a work week shall be compensated for such overtime hours at the rate of one and one-half (1 ½) times the regular straight time rate of pay.

No further comp time shall be accrued.

Section C. Rest Break: If the needs of service permit, all employees shall be allowed two (2) fifteen minute rest breaks in each eight-hour shift at times designated by their immediate supervisor or department head.

Section D. Minimum Call Outs: When a regular employee reports for work in accordance with their work schedule without having previously been notified not to report for work, or if an employee is called back to work after completing their regular workday or is called out for work during their regular scheduled time and/or day off, they shall receive a minimum of two (2) hours work or two (2) hours pay in lieu thereof at the classified rate.

Section E. Based on Days: A "day", for purpose of determining benefits provided for under Articles 4, 7, 8, and 9 shall be the normal daily hours of work provided for by the employees, as referred to in Article 6, Sections A.

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ARTICLE 7 **HOLIDAY PROVISIONS**

Section A. All full-time employees (probationary and non-probationary) shall be entitled to the following paid eight hour holidays:

New Year's Day	Fourth of July	Veterans Day
Presidents Day	Thanksgiving Day	Labor Day
Memorial Day	Friday after Thanksgiving	Christmas Day
Martin Luther King Day		

Part-time (probationary and non-probationary) employees shall be entitled to holiday pay on a pro-rated basis. Seasonal and temporary employees are not eligible for holiday pay.

Section B. When an employee is required to work on any of these holidays, they shall be paid at time and one-half (1-1/2) rates in addition to their regular salary.

Section C. When an employee does not work on any of the above-named holidays, the holiday shall nevertheless count as eight (8) hours worked for the purpose of computing overtime for hours worked in excess of forty (40) in any such week. When necessary, the Department Head and/or County Board may require an employee to work on a holiday.

Section D. When any of the above-named holidays fall on a Sunday, the following day shall be observed as the holiday. When the holiday falls on a Saturday, it shall be observed on the previous Friday.

Section E. When a paid holiday falls during an employee's vacation period, they shall receive holiday pay for that day.

ARTICLE 8 **VACATIONS**

Section A. All permanent full-time employees shall be granted vacations as follows:

<u>Completed Years of Service</u>	<u>Rate of Accumulation of Vacation Days Per Month of Work</u>	<u>Working Days Employee May Earn as Vacation Per Year</u>
0	1	12 days (96 hours)
3	1-1/4	15 days (120 hours)
5	1-1/2	18 days (144 hours)
10	1-3/4	21 days (168 hours)
15+	2	24 days (192 hours)

Permanent part-time employees shall be entitled to vacation pay on a pro-rated basis. Probationary part-time employees, new to County employment, shall accumulate vacation days on a pro-rated basis, but may not use any of these days for vacation until they have obtained permanent status, after completing their initial six (6) calendar month probationary period. Seasonal and temporary employees are not eligible for vacation pay.

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A part-time probationary employee, new to County employment, shall accumulate vacation days on a pro-rated basis, but may not use any of these days for vacation until they have obtained permanent status, after completing their initial six (6) calendar month probationary period.

If a documented medical emergency occurs while an employee is on scheduled vacation time, they shall be allowed to switch the vacation to sick leave, with the Employer's approval.

Section B. Vacation is granted for the purpose of employee recreation and, therefore, no employee shall be permitted to waive such vacation for the purpose of receiving double pay. However, an employee that is not working because of illness or injury and has exhausted all accrued sick leave will be permitted to draw from earned vacation pay in lieu of a vacation.

Section C. Upon termination of employment, permanent employees shall be paid for any accumulated vacation credits, unless the employee is terminated for just cause.

Section D. An employee may accumulate vacation hours up to a maximum of 24 days (192 hours). Vacation days over the 24 day (192 hours) maximum will be forfeited as accumulated on the monthly rate until such time as the employee is below the 24 day (192 hours) maximum.

Section E. A full-time probationary employee, new to County employment, shall accumulate vacation days at the rate of one (1) day (8 hours) per month, but may not use any of these days for vacation until they have obtained permanent status, after completing their initial six (6) calendar month probationary period. Permanent employees in a trial period due to a transfer shall be entitled to normal vacation accumulation use.

Section F. In the event of the death of an employee, the employee's accumulated vacation credits shall be paid to the employee's estate.

ARTICLE 9

SICK LEAVE / CARE OF RELATIVES

Section A. Sick leave with pay shall be granted to all full-time employees at the rate of one (1) day (8 hours) per month of continuous employment and the employee shall be allowed to accumulate any unused sick leave from year to year up to a total of one hundred twenty (120) days (960 hours). Employees begin earning sick leave as of the day of employment and may use sick leave during the probationary period.

Part-time (probationary and non-probationary) employees shall be entitled to sick leave pay on a pro-rated basis up to a total of 40 hours [verify w/Ginger]. Seasonal and temporary employees are not eligible for sick leave pay.

Section B. ~~Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Sick leave is hereby defined to mean the absence of an employee because of illness of the employee or his/her spouse, parent, step-parent, child(ren), or step-child(ren) requiring the attendance of such employee. The Department Head may require a doctor's certificate to verify the employee's absence. In the case of attendance upon other members of an employee's household, prior approval of the Department Head is required. Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal~~

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illness or injury; necessity for medical or dental treatment or examination; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care. For the purpose of this paragraph, immediate family is defined as; spouse, child, step child, adult child, parent, step parent, mother-in-law, father-in-law, or grandchild. The Department Head may require a doctor's certificate showing the nature of an injury of illness. The County will administer FMLA in accordance with County policy.

Sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.

Section C. There shall be no loss of seniority to an employee because of sickness or injury.

ARTICLE 10 EDUCATIONAL TUITION

Continuing education will be established and utilized to improve performance in the current position and/or prepare the employee for advancement within County Government. This will be in addition to training required to maintain licenses and certifications. Training expenses may be paid by the County as outlined below:

The cost of participation in formalized courses of study will be reimbursed to an employee who has permanent status in the amount equal to one-third (1/3) of the tuition cost provided:

1. That the course is germane to the duties of the employee's job.
2. That the employee satisfactorily completes the course and receives either a "P" in a Pass/No Pass course, or at least a "CB-" in an A-F course.
3. That the employee remains in the employment of Aitkin County for a period of one year following completion of the course, or they shall reimburse the County for any costs incurred by the County because of such schooling.
4. That the course be approved by the Department Head and the County Board prior to taking the course.
5. It shall be noted that the cost of "tuition" is covered; this does not include books or other assessed administrative fees.

ARTICLE 11 LEAVES OF ABSENCE

Section A. Paid Leave:

Subd. 1. Funeral: A maximum of three (3) days (24 hours) leave without loss of pay will be allowed when a death occurs in an employee's family, which shall be construed to mean husband, wife, son, daughter, step child, father, mother, step parent, sister, brother, step sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Two (2) additional days (16 hours) may be allowed when necessary, subject to the approval of the Employer. Additional time, if needed, may be allowed by the Employer, but such additional time in excess of the five (5) days (40 hours) provided above shall be charged against the employee's sick leave.

Part-time (probationary and non-probationary) employees shall be entitled to funeral leave on a pro-rated basis. Seasonal and temporary employees are not eligible for funeral leave with pay.

Subd. 2. Personal: Full-time (probationary and non-probationary) employees shall be granted four (4) days (32 hours) personal leave each year; such leave shall not be cumulative. Personal leave days shall

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be granted on a pro-rated basis.

Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. Seasonal and temporary employees are not entitled to personal leave with pay.

Subd. 3. Jury Duty: Employees required to serve on jury duty shall be paid the difference between pay for such jury duty and their normal earnings for all full days' absence. Employees shall keep expenses reimbursed to them by the court for jury duty services. If an employee is excused from jury duty after reporting and returning to work, they shall suffer no loss in pay for the day.

Section B. Unpaid Leave other than Family and Medical Leave:

Subd. 1. The employee requesting a leave of absence up to thirty (30) calendar days, may apply for same in writing to the Department Head for consideration of their approval. The request shall include the length of leave requested and the reason for said leave. The department head shall approve or deny said request within five (5) working days of the request. Emergency requests shall be considered at the time received.

Subd. 2. The employee requesting a leave of absence greater than thirty (30) calendar days, may apply for same in writing to the County Administrator for consideration of their approval. The request shall include the length of leave requested and the reason for said leave.

~~Subd. 3. Approval of leave of absence greater than thirty (30) days may be considered at the next regularly held Board meeting after the leave of absence request is made so as to not jeopardize the employee's tenure under P.E.R.A.~~

Subd. 43. Employees who are on an unpaid leave of absence shall receive no pay or benefits as apply to sick leave, holidays, vacations, etc., and shall accrue seniority for a period of thirty (30) calendar days only.

Subd. 54. Temporary employees may be used to fill in for employees who are on an authorized leave of absence. Such employees shall be notified that the position they are filling is of a temporary nature and will cease upon the return of the individual who is on the leave of absence.

Subd. 65. The probationary period shall be extended by a period of time equal to the total number of duty days on leave.

Section C. Family and Medical Leave:

Family and Medical Leave shall be granted in accordance with legal mandates and Aitkin County policy.

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ARTICLE 12

SENIORITY

Section A. Seniority standing shall be granted to all employees. The standing is to be determined on the basis of total length of continuous employment for Aitkin County. Permanent full-time and permanent part-time employees shall be placed on the seniority list as of the first day of employment upon the completion of a six (6) calendar month initial probationary period.

Part-time employees shall accumulate seniority on a part-time basis. For example, a part-time employee who is hired on 7-1-2012 and who works 20 hours per week on average shall be eligible for placement on the seniority list on 1-1-2013 with a seniority date of "10-1-2012". In other words, part-time employees accrue one (1) month of seniority for each 173.33 hours worked in a position that is covered by this Agreement. If a part-time employee goes to full-time employment, his/her total hours of service (in positions covered by this Agreement) will be divided by 2,080 to establish an effective seniority date. Pro ration shall be based on full-time hours of 2,080 hours per year.

Section B. A permanent employee shall lose their seniority standing upon voluntary resignation from employment, after lay off of one year, or upon discharge for cause after a hearing provided herein.

Section C. In the event a general layoff is contemplated, the Board agrees to call the Union President and to discuss the problem before any action is taken.

In the event of a layoff, a reduction in force or the elimination of a position, a senior laid off employee may exert seniority preference over the least senior employee in any lateral or lower job classification, provided the senior employee has the necessary qualifications to perform the duties of the job involved. Employees who are laid off shall retain recall rights for one year from the effective date of layoff and will be recalled according to seniority in the inverse order of layoffs. Such employees shall be notified in writing regarding such layoff, reduction of force or elimination of position as well as rehiring, as the case may be.

Section D. There shall be no replacement of permanent employees by relief workers, nor shall a relief worker be placed in any classified position.

Section E. Seniority lists shall be brought up to date on January 1 of each calendar year and posted on employee bulletin boards. Copies of seniority lists shall be sent to the Secretary and President of the Union. Full and part time employees shall be on the same seniority list. Part-time seniority shall be based and accumulated at the rate of 2080 hours and receive step increases as defined in Article ~~18~~12, Section A, above. application for Fringe Benefits for part-time employees.

Section F. Seniority: Step increases will be granted on compensated hours and based on full-time hours of 2,080 hours for any office of 40 hours a week per year.

Section G. Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to War Veteran's employment, discharge, or promotion.

Section H. Notice of bargaining unit vacancies and newly created positions shall be posted internally for five (5) working days. Notices shall be sent to the County park shop, license center, and posted on the bulletin board by the Assessor's office, in the main lobby of the courthouse, and by the Human Resources office.

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The qualified employee with the highest rating in the selection process shall be offered the vacancy or newly created position. When the selection process rating results in a tie, the senior candidate will be selected. If, after five (5) working days, the position is not filled, the County may seek to fill the vacancy or newly created position from outside the bargaining unit.

Section I. Newly hired probationary employees shall not be eligible to post for other positions until they have completed their initial six (6) calendar month probationary period.

Section J. Employees who transfer to a new position would serve a three (3) month trial period. During the trial period, either the employee or the County could request that the employee return to their previous position and rate of pay. The trial period may be extended one additional month by mutual agreement. Any employee filling a vacancy that the trial employee returns to shall also revert back to their former position and rate of pay. If the trial employee returns to their original position, the employer may elect to re-post the position, or they may fill the vacancy with the next qualified candidate from the original posting.

ARTICLE 13

DISCIPLINE

Section A. Disciplinary action may be imposed upon a permanent employee only for just cause. Any disciplinary action imposed may be processed as a grievance through the regular grievance procedure as provided. Disciplinary action shall include only the following: (A) oral reprimand; (B) written reprimand; (C) suspension; (D) demotion; or (E) discharge.

The Employer shall not take disciplinary action against an employee unless the employee has been given the opportunity to have a Union representative present. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

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

Section C. An employee shall be discharged only for just cause. An action to discharge an employee shall be taken by the appointing authority only after a hearing upon due notice, upon stated charges, in writing. The statement of charges and the notice of hearing shall be filed with the employee at least ten (10) days in advance of the hearing. The employee and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence during the period in which the hearing takes place, but his or her name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension.

Section D. An employee suspended for just cause shall accrue no benefits during that period.

ARTICLE 14

GRIEVANCE PROCEDURE

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

Section B. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of such Union representatives and of their successors when so designated.

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

Section D. Grievances, as defined by Article 14, Section A, 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 the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give and answer to such Step 1 grievance within fifteen (15) 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 the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within fifteen (15) working days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) working days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) working days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Union the Employer's answer in writing within five (5) working days after receipt of such Step 3 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 3 may be appealed to Step 4 within five (5) working days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 within five (5) working days shall be considered waived.

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Step 4. If no settlement is reached in Step 3, the grievance shall be submitted to arbitration, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) working days after submission of the grievance to arbitration, either party may then request of the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall enter and strike one name until one name remains. The last remaining individual shall be designated as arbitrator. The grieving party shall strike first. The hearing on the grievance will be held promptly by the arbitrator, and the decision shall be rendered within thirty (30) days of the date of hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

Section E. Arbitrator's Authority:

Subd. 1. 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 submitted.

Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the end of the hearing or the submission of briefs by the parties, whichever is 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 Agreement and to the facts of the grievance presented.

Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section F. 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 in writing, 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 and move the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union in writing.

Section G. Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 14 or a procedure such as: Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 14, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 14, or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making subsequent appeal through Step 4 of Article 14 except that with respect to statutes under the jurisdiction of the United States Equal Opportunity Employment Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

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ARTICLE 15

INSURANCE

Section A(1). Effective 1/01/2013—12/31/2013

The base plan shall be VEBA 831 as per the Blue Cross Blue Shield quote dated September 2, 2004 for the year 2005. The County's portion of premiums shall be \$900.00 per month for family coverage. Any premium increase or savings is shared equally between the County and the employee for the family plan. The County's portion of premiums shall be up to \$666.84 per month for single coverage. At the point where single coverage exceeds \$666.84, premium increases shall be shared equally between the County and the employee.

The County shall make contributions to each eligible employee's VEBA 831 account in order to fund a portion of the deductible as follows:

	Single	Family
2013	\$1,000.00	\$2,000.00

All eligible employees hired after January 1, 2005 will receive a County VEBA contribution prorated on a quarterly basis for all quarters in which work is performed.

Effective January 1, 2013, the County's VEBA account contributions shall be made quarterly as part of the first warrant cycle of the quarter. In the event that an employee leaves employment for any reason other than death, the employee shall be required to reimburse the County for the VEBA contribution prorated on a quarterly basis for any full quarter that remains. The County shall have the right to deduct this amount from the employee's final paycheck.

If an employee has eligible expenses that exceed the County's year to date deductible contribution, the employee may request advance payment up to the remainder allocation for the plan year.

Section A(2). Group Health Insurance, VEBA, and HSA, Effective 1/01/2014—12/31/2014

The Employer agrees to offer a Group Health Insurance plan (BCBS) equivalent to existing coverage, subject to the provisions of this Article and limitations, benefit and conditions established by the contract with the insurance carrier. The aggregate value of benefits provided by the group health insurance contract for employees covered by this collective bargaining agreement shall not be reduced, unless the employer and union agree to a reduction in benefits.

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

The Employer shall contribute on behalf of eligible permanent and probationary employees working thirty (30) or more hours per week as follows:

2015:

Single coverage

Effective January 1, 2015, up to \$675.00 per month on the VEBA 100 plan.

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Effective January 1, 2015, up to \$650.00 per month on the VEBA 80 plan.

Effective January 1, 2015, up to \$625.00 per month on the HDHP plan.

Family coverage

Effective January 1, 2015, up to \$1,250.00 per month on the VEBA 100 plan.

Effective January 1, 2015, up to \$1,250.00 per month on the VEBA 80 plan.

Effective January 1, 2015, up to \$1,250.00 per month on the HDHP plan.

The Employer's contribution shall not exceed the cost of the premium.

2016:

Single coverage

Effective January 1, 2016, up to \$675.00 per month on the VEBA 100 plan.

Effective January 1, 2016, up to \$700.00 per month on the VEBA 80 plan.

Effective January 1, 2016, up to \$700.00 per month on the HDHP plan.

Family coverage

Effective January 1, 2016, up to \$1,250.00 per month on the VEBA 100 plan.

Effective January 1, 2016, up to \$1,300.00 per month on the VEBA 80 plan.

Effective January 1, 2016, up to \$1,300.00 per month on the HDHP plan.

Single coverage

Effective January 1, 2014, up to \$675.00 per month flat dollar contribution on the VEBA 100 plan.

Effective January 1, 2014, up to \$625.00 per month flat dollar contribution on the VEBA 80 plan.

Effective January 1, 2014, up to \$600.00 per month flat dollar contribution on the HDHP plan.

Family coverage

Effective January 1, 2014, up to \$1,250.00 per month flat dollar contribution on the VEBA 100 plan.

Effective January 1, 2014, up to \$1,200.00 per month flat dollar contribution on the VEBA 80 plan.

Effective January 1, 2014, up to \$1,150.00 per month flat dollar contribution on the HDHP plan.

The Employer's contribution shall not exceed the cost of the premium.

Effective January 1, ~~2014~~2015, the Employer shall make a contribution to each eligible employee's VEBA or HSA account in four (4) equal quarterly installments, in order to fund a portion of the deductible as follows:

2014 2015-2016 Contribution

VEBA 100 Single \$1,000.00

VEBA 100 Family \$2,000.00

VEBA 80 Single \$1,000.00

VEBA 80 Family \$2,000.00

HDHP Single \$1,000.00

HDHP Family \$2,000.00

For employees who select coverage on either the VEBA 80 or the HDHP plan, the Employer will contribute additional dollars toward the VEBA/HSA in the following amounts:

Single: ~~\$364~~5/month (~~\$540~~432/year), in addition to the \$1,000 contribution provided above.

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Family: \$10594/month (\$1,260+28/year), in addition to the \$2,000 contribution provided above.

Eligible employees will receive a quarterly VEBA or HSA contribution for all quarters in which the employee is in a compensated payroll status. For employees who separate from employment, the contribution will be calculated on a prorated basis by calendar day for partial quarters worked. The contributions shall be made quarterly as part of the first warrant cycle of the quarter.

The Employer shall be obligated to make only one (1) VEBA or HSA account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution on behalf of the employee.

Section B. The County Board agrees to provide and pay for a life insurance policy of \$15,000.00 for all employees, and to provide life insurance coverage of \$10,000.00 for their spouses and dependents to age ~~19~~26.

Section C. Employees shall have the option to purchase long-term disability insurance and other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the County and the insurance carrier.

ARTICLE 16 TEMPORARY OR SEASONAL POSITIONS

Seasonal employees will be used under the following conditions: A. As needed, individuals can work over sixty-seven (67) days per calendar year or 100 days if a student as defined in PELRA. B. Wages for the first sixty-seven (67) days will be set by County Board policy, or 100 days if a student as defined in PELRA. Wages after the sixty-seven (67) days or 100 days if a student as defined in PELRA shall be as set in Wage Appendixes ~~B and~~ C. C. Seasonal employees will not displace permanent full time employees from their usual and customary work. D. Seasonal employees receive no benefits.

ARTICLE 17 WAGE ADMINISTRATION

Section A. Pay days for all employees under the jurisdiction of this Agreement shall be bi-weekly on a Friday.

Section B. The hourly pay for all employees is as per Appendix ~~BC~~. If an employee's salary currently exceeds ~~their longevity step~~ the maximum of their pay scale, their salary will be frozen until the pay scale catches up. ~~Then they shall move per Section C of this Article.~~

Section C. An employee who is promoted to a higher paid classification would be placed on the "six month" step or the step that results in at least a \$0.25 per hour increase, whichever is greater. Thereafter, the employee would receive step increases on their classification anniversary dates provided for by the Agreement.

An employee who posts for a job at a lower classification pay rate or who exercises seniority preference into a lower classification would move to the lower classification at the same longevity step as their previous position.

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An employee whose job classification is upgraded will be placed on the step in the new pay range that results in at least a \$0.75 per hour increase.

Section D.

~~Effective January 1, 2013, there will be a 0% general adjustment to the County compensation wage schedule. Each employee will receive their appropriate step increase (if applicable) and placement on their anniversary date. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.~~

~~Effective January 1, 2014, there will be a \$0.45 per hour general adjustment to the County compensation wage schedule. Each employee will receive their appropriate step increase (if applicable) and placement on their anniversary date. Effective January 1, 2015, employees covered by this Agreement shall be paid in accordance with Appendix C. Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1 each year of the 2015-2016 Agreement. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.~~

All employees shall remain at their rate of pay at the expiration date of this Agreement until a new Agreement is executed by the parties.

Employees who terminate employment prior to the date of County Board approval of this 2015-2016 Agreement shall not be eligible for retroactive wage adjustments.

ARTICLE 18 — APPLICATION FOR FRINGE BENEFITS FOR PART-TIME EMPLOYEES

Section A. — It is understood and agreed by the parties that part-time employees employed an average of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, whichever is less, excluding employees defined in Article 16, shall be eligible for benefits as follows:

Subd. 1. Holidays: Part-time employees shall be paid for all holidays on a pro-rated basis.

Subd. 2. Sick Leave: Part-time employees shall receive sick leave on a pro-rated basis.

Subd. 3. Vacation: Part-time employees shall accumulate vacation days on a pro-rated basis. A part-time probationary employee, new to County employment, shall accumulate vacation days on a pro-rated basis, but may not use any of these days for vacation until they have obtained permanent status, after completing their initial six (6) calendar month probationary period.

Subd. 4. Group Insurance: Part-time employees who work thirty (30) hours or more per week shall receive coverage as provided for in Article 16.

Subd. 5. Personal Leave: Eligible part-time employees shall receive paid personal leave, leaves of absence, and funeral leave on a pro-rated basis.

Subd. 6. Seniority: Part-time employees shall accumulate seniority for the purpose of _____ Article 12 on a part-time basis.

For example, a part-time employee who is hired on 7-1-2012 and who works 20 hours per week on

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~~average shall be eligible for placement on the seniority list on 1-1-2013 with a seniority date of "10-1-2012". In other words, part-time employees accrue one (1) month of seniority for each 173.33 hours worked in a position that is covered by this Agreement. If a part-time employee goes to full-time employment, his/her total hours of service (in positions covered by this Agreement) will be divided by 2,080 to establish an effective seniority date.~~

~~Pro-ratio shall be based on full-time hours of 2,080 hours per year.~~

ARTICLE 1918

SAVINGS CLAUSE

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, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision shall be null and void and the parties may, if they mutually agree, negotiate language to replace the voided provision. All other provisions shall continue in full force and effect.

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ARTICLE 2019 **DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect from January 1, ~~2013-2015~~ to December 31, ~~2014~~2016, and from year to year thereafter unless either party hereto shall give notice sixty (60) days prior to the annual expiration date of a desire to terminate or amend said Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above stated.

BOARD OF COMMISSIONERS
COUNTY OF AITKIN, MINNESOTA
COUNTY OF AITKIN

LOCAL UNION NO. 667
AFSCME, AFL-CIO

Board Chair

AFSCME Staff Representative

County Administrator

AFSCME #667

Human Resources ~~Manager~~Director

Date

Date

APPENDIX A

JOB CLASSIFICATIONS

<u>CLASSIFICATION LIST</u>	<u>GRADE</u>
<u>COOK-SHERIFF</u>	<u>1</u>
<u>CUSTODIAN</u>	<u>2</u>
<u>OFFICE ASSISTANT I (FORMERLY CLERICAL-ASSESSOR)</u>	<u>2</u>
<u>OFFICE ASSISTANT II (FORMERLY CLERK-ASSESSOR)</u>	<u>2</u>
<u>PARKS CUSTODIAN -PARKS DEPT (FORMERLY PARKS FOREMAN).</u>	<u>2</u>
<u>ASSISTANT LAND SURVEY TECHNICIAN (DC, LAND DEPT.)</u>	<u>3</u>
<u>DEPUTY RECORDER</u>	<u>3</u>
<u>LICENSE TECHNICIAN</u>	<u>3</u>
<u>RECORDS TECHICIAN-SHERIFF</u>	<u>3</u>
<u>UTILITY MAINTENANCE CUSTODIAN</u>	<u>3</u>
<u>CERTIFIED APPRAISER</u>	<u>4</u>
<u>OFFICE ASSISTANT IV (FORMERLY DEPUTY LAND COMMISSIONER)</u>	<u>4</u>
<u>DEPUTY TREASURER</u>	<u>4</u>
<u>FORESTRY/PARKS TECHNICIAN</u>	<u>4</u>
<u>SR. LICENSE TECHNICIAN</u>	<u>4</u>
<u>ACCOUNT TECHNICIAN (AUDITOR'S OFFICE)</u>	<u>5</u>
<u>CERTIFIED APPRAISER, SR.</u>	<u>5</u>
<u>CHIEF DEPUTY TREASURER</u>	<u>5</u>
<u>FOREST INVENTORY SPEC. (GT, LAND DEPT., FORMERLY TIMBER INV SPEC.)</u>	<u>5</u>
<u>LAND RECORDS TECHNICIAN (LH, AUDITOR'S OFFICE)</u>	<u>5</u>
<u>LAND SURVEY TECHNICIAN (TF, LAND DEPT.)</u>	<u>5</u>
<u>LEGAL SECRETARY</u>	<u>5</u>
<u>OFFICE ASSISTANT V (FORMERLY SEC/CLERK/BKPR, ZONING)</u>	<u>5</u>
<u>CHIEF DEPUTY RECORDER</u>	<u>6</u>
<u>COMMERICAL APPRAISER</u>	<u>6</u>
<u>FORESTER</u>	<u>6</u>
<u>PARALEGAL</u>	<u>6</u>
<u>RECREATION SPECIALIST</u>	<u>6</u>
<u>ZONING OFFICER</u>	<u>6</u>

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APPENDIX B
COURTHOUSE SENIORITY LIST
AITKIN COUNTY
1-1-2013

Requested updated copy of seniority list from payroll 11/3/2014.

<u>DEPARTMENT</u>	<u>TITLE</u>	<u>NAME</u>	<u>DATE</u>
	Account Technician License Clerk-Aide (PPT)	Sally Huhta	10/05/2006
Building Coord.	Utility Maintenance Maint. Custodian Maint. Custodian (PPT)	Thomas Bingham Crystal TeGantvoort <i>(Non signed up in union)</i>	12/29/2003 11/05/2012
Corrections	Cook Records Technician Records Technician Cook PT Cook	Deborah Hunt Pamela Kramer Lana Baker Janice Renstrom	02/12/1996 06/01/1998 01/24/2008 05/01/2010
Land Department	Park Foreman Recreation Specialist Timber Inventory Specialist Land/Timber Appraiser Survey Technician	Richard Hejny Joe Voller Greg Thornbloom Robert Kangas Tracy Fairechild	11/11/1971 11/01/1980 08/18/1983 12/18/1985 09/01/1987

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	Land/Timber Appraiser	Daniel Gordon	06/07/1989
	Laborer	Dee Curtis	01/16/1990
	Deputy Land Commissioner	Cathy Buhlmann	08/19/1991
	Forester	Thomas Parkin	05/29/2001
	Forestry/Park Technician	Gloria Westerlund	07/31/2006
Planning & Zoning	Zoning Officer	Kevin Turnoek	02/06/2006
	Environmental Clerk/Secretary	Barbara Williamson	06/30/2008
	Environmental Clerk/Secretary	Kristi Kunz	01/27/2011
	Inspector		
Recorder	Chief Deputy Recorder	Roxann Hoppe	05/03/1993
	Deputy Recorder	Terry Otto	06/06/2011
	Deputy Recorder	Michael Moriarty	06/19/2012
Treasurer	Chief Deputy Treasurer	Julie Hughes	02/25/2002
	Deputy Treasurer	Rebecca Roden	09/19/2005

* Hired full time 1/21/1998. Credit given for part-time hours worked for seniority.

** Hired full time on 06/11/2007. Credit given for part-time hours worked for seniority.

*** Hired full time on 6/2/2008. Credit given for part-time hours worked for seniority.

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APPENDIX C: 2013-Wage Schedule

Effective 1/1/2015, employees shall be placed on the closest step that provides at least a 1% increase. In no event shall an employee's wage exceed the maximum of the wage schedule.

2015															
Grade	Min/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Max/O
6	\$ 19.30	\$ 19.87	\$ 20.46	\$ 21.06	\$ 21.68	\$ 22.33	\$ 22.99	\$ 23.67	\$ 24.37	\$ 25.09	\$ 25.83	\$ 26.60	\$ 27.39	\$ 28.20	\$ 28.80
5	\$ 17.80	\$ 18.33	\$ 18.87	\$ 19.42	\$ 20.00	\$ 20.59	\$ 21.20	\$ 21.82	\$ 22.47	\$ 23.13	\$ 23.82	\$ 24.52	\$ 25.25	\$ 26.00	\$ 26.55
4	\$ 16.30	\$ 16.78	\$ 17.27	\$ 17.78	\$ 18.31	\$ 18.85	\$ 19.40	\$ 19.98	\$ 20.57	\$ 21.18	\$ 21.80	\$ 22.45	\$ 23.11	\$ 23.80	\$ 24.30
3	\$ 14.80	\$ 15.24	\$ 15.68	\$ 16.14	\$ 16.62	\$ 17.11	\$ 17.61	\$ 18.13	\$ 18.67	\$ 19.22	\$ 19.79	\$ 20.37	\$ 20.97	\$ 21.59	\$ 22.05
2	\$ 13.30	\$ 13.69	\$ 14.09	\$ 14.51	\$ 14.93	\$ 15.37	\$ 15.82	\$ 16.29	\$ 16.77	\$ 17.26	\$ 17.77	\$ 18.30	\$ 18.83	\$ 19.39	\$ 19.80
1	\$ 11.80	\$ 12.15	\$ 12.50	\$ 12.87	\$ 13.24	\$ 13.63	\$ 14.03	\$ 14.44	\$ 14.87	\$ 15.30	\$ 15.76	\$ 16.22	\$ 16.70	\$ 17.19	\$ 17.55

\$561.60 lump sum payment to Tom Sanbeck 1/1/2015.
 \$416.00 lump sum payment to Cathy Olson 1/1/2015.

35 cent general adjustment, plus step increase for all employees, 1/1/2016, up to the maximum of the wage schedule.

2016															
Grade	Min/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Max/O
6	\$ 19.65	\$ 20.22	\$ 20.81	\$ 21.41	\$ 22.03	\$ 22.68	\$ 23.34	\$ 24.02	\$ 24.72	\$ 25.44	\$ 26.18	\$ 26.95	\$ 27.74	\$ 28.55	\$ 29.15
5	\$ 18.15	\$ 18.68	\$ 19.22	\$ 19.77	\$ 20.35	\$ 20.94	\$ 21.55	\$ 22.17	\$ 22.82	\$ 23.48	\$ 24.17	\$ 24.87	\$ 25.60	\$ 26.35	\$ 26.90
4	\$ 16.65	\$ 17.13	\$ 17.62	\$ 18.13	\$ 18.66	\$ 19.20	\$ 19.75	\$ 20.33	\$ 20.92	\$ 21.53	\$ 22.15	\$ 22.80	\$ 23.46	\$ 24.15	\$ 24.65
3	\$ 15.15	\$ 15.59	\$ 16.03	\$ 16.49	\$ 16.97	\$ 17.46	\$ 17.96	\$ 18.48	\$ 19.02	\$ 19.57	\$ 20.14	\$ 20.72	\$ 21.32	\$ 21.94	\$ 22.40
2	\$ 13.65	\$ 14.04	\$ 14.44	\$ 14.86	\$ 15.28	\$ 15.72	\$ 16.17	\$ 16.64	\$ 17.12	\$ 17.61	\$ 18.12	\$ 18.65	\$ 19.18	\$ 19.74	\$ 20.15
1	\$ 12.15	\$ 12.50	\$ 12.85	\$ 13.22	\$ 13.59	\$ 13.98	\$ 14.38	\$ 14.79	\$ 15.22	\$ 15.65	\$ 16.11	\$ 16.57	\$ 17.05	\$ 17.54	\$ 17.90

One-time \$250 lump sum list for 1/1/2015:

- Dee Curtis, Lori Tibbetts, Joe Voller, Cathy Buhmann, Pam Landgren, Darcy Moore, Tom Sanbeck, Greg Thornbloom, Tracy Fairchild, Roxxy Hoppe, Dan Gordon, Bob Kangas, Deb Riggs, Cathy Olson, Pam Kramer, Jim Hicks, Theresa Bender, Liz Harmon, Tom Burman

Start	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Month	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30

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	2013	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
G	\$ 32.59	\$ 34.22	\$ 35.85	\$ 37.48	\$ 39.11	\$ 40.74	\$ 42.37	\$ 44.00	\$ 45.63	\$ 47.26	\$ 48.89	\$ 50.52	\$ 52.15	\$ 53.78
H	\$ 30.60	\$ 32.01	\$ 33.42	\$ 34.83	\$ 36.24	\$ 37.65	\$ 39.06	\$ 40.47	\$ 41.88	\$ 43.29	\$ 44.70	\$ 46.11	\$ 47.52	\$ 48.93
I	\$ 27.12	\$ 28.37	\$ 29.62	\$ 30.87	\$ 32.12	\$ 33.37	\$ 34.62	\$ 35.87	\$ 37.12	\$ 38.37	\$ 39.62	\$ 40.87	\$ 42.12	\$ 43.37
J	\$ 23.68	\$ 24.78	\$ 25.88	\$ 26.98	\$ 28.08	\$ 29.18	\$ 30.28	\$ 31.38	\$ 32.48	\$ 33.58	\$ 34.68	\$ 35.78	\$ 36.88	\$ 37.98
K	\$ 21.01	\$ 21.97	\$ 22.93	\$ 23.89	\$ 24.85	\$ 25.81	\$ 26.77	\$ 27.73	\$ 28.69	\$ 29.65	\$ 30.61	\$ 31.57	\$ 32.53	\$ 33.49
L	\$ 19.00	\$ 19.88	\$ 20.76	\$ 21.64	\$ 22.52	\$ 23.40	\$ 24.28	\$ 25.16	\$ 26.04	\$ 26.92	\$ 27.80	\$ 28.68	\$ 29.56	\$ 30.44
M	\$ 17.19	\$ 17.98	\$ 18.77	\$ 19.56	\$ 20.35	\$ 21.14	\$ 21.93	\$ 22.72	\$ 23.51	\$ 24.30	\$ 25.09	\$ 25.88	\$ 26.67	\$ 27.46
N	\$ 15.71	\$ 16.43	\$ 17.15	\$ 17.87	\$ 18.59	\$ 19.31	\$ 20.03	\$ 20.75	\$ 21.47	\$ 22.19	\$ 22.91	\$ 23.63	\$ 24.35	\$ 25.07
O	\$ 14.48	\$ 15.13	\$ 15.88	\$ 16.63	\$ 17.38	\$ 18.13	\$ 18.88	\$ 19.63	\$ 20.38	\$ 21.13	\$ 21.88	\$ 22.63	\$ 23.38	\$ 24.13
P	\$ 13.24	\$ 13.95	\$ 14.66	\$ 15.37	\$ 16.08	\$ 16.79	\$ 17.50	\$ 18.21	\$ 18.92	\$ 19.63	\$ 20.34	\$ 21.05	\$ 21.76	\$ 22.47
Q	\$ 12.51	\$ 13.10	\$ 13.72	\$ 14.33	\$ 14.93	\$ 15.54	\$ 16.14	\$ 16.75	\$ 17.35	\$ 17.96	\$ 18.56	\$ 19.17	\$ 19.77	\$ 20.38
R	\$ 11.67	\$ 12.54	\$ 13.40	\$ 14.27	\$ 15.14	\$ 16.01	\$ 16.88	\$ 17.75	\$ 18.62	\$ 19.49	\$ 20.36	\$ 21.23	\$ 22.10	\$ 22.97
S	\$ 11.37	\$ 11.82	\$ 12.27	\$ 12.72	\$ 13.17	\$ 13.62	\$ 14.07	\$ 14.52	\$ 14.97	\$ 15.42	\$ 15.87	\$ 16.32	\$ 16.77	\$ 17.22
T	\$ 10.85	\$ 11.33	\$ 11.80	\$ 12.27	\$ 12.74	\$ 13.21	\$ 13.68	\$ 14.15	\$ 14.62	\$ 15.09	\$ 15.56	\$ 16.03	\$ 16.50	\$ 16.97
U	\$ 10.38	\$ 10.86	\$ 11.34	\$ 11.82	\$ 12.30	\$ 12.78	\$ 13.26	\$ 13.74	\$ 14.22	\$ 14.70	\$ 15.18	\$ 15.66	\$ 16.14	\$ 16.62
V	\$ 9.87	\$ 10.44	\$ 11.01	\$ 11.58	\$ 12.15	\$ 12.72	\$ 13.29	\$ 13.86	\$ 14.43	\$ 15.00	\$ 15.57	\$ 16.14	\$ 16.71	\$ 17.28
W	\$ 9.71	\$ 10.16	\$ 10.63	\$ 11.14	\$ 11.64	\$ 12.14	\$ 12.65	\$ 13.15	\$ 13.65	\$ 14.16	\$ 14.66	\$ 15.16	\$ 15.67	\$ 16.17

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APPENDIX D: 2014 Wage Schedule

Start	6-Months	1-Year	2-Years	3-Years	4-Years	6-Years	8-Years	10-Years	12-Years	18-Years	20-Years	24-Years	28-Years
2014													
Minimum	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13
G	\$ 34.67	\$ 36.25	\$ 37.81	\$ 39.65	\$ 41.47	\$ 43.37	\$ 45.37	\$ 47.45	\$ 49.63	\$ 51.92	\$ 54.30	\$ 56.79	\$ 59.42
H	\$ 32.46	\$ 33.95	\$ 35.50	\$ 37.14	\$ 38.84	\$ 40.63	\$ 42.47	\$ 44.43	\$ 46.48	\$ 48.61	\$ 50.86	\$ 53.20	\$ 55.65
I	\$ 27.57	\$ 28.82	\$ 30.14	\$ 31.54	\$ 32.97	\$ 34.46	\$ 37.71	\$ 39.44	\$ 41.25	\$ 43.14	\$ 45.13	\$ 47.20	\$ 49.36
J	\$ 24.13	\$ 25.21	\$ 26.34	\$ 27.57	\$ 28.82	\$ 30.11	\$ 31.51	\$ 32.86	\$ 34.46	\$ 36.09	\$ 37.69	\$ 39.43	\$ 41.24
K	\$ 21.46	\$ 22.42	\$ 23.45	\$ 24.53	\$ 25.64	\$ 26.82	\$ 28.03	\$ 29.29	\$ 30.64	\$ 32.04	\$ 33.50	\$ 35.04	\$ 36.63
L	\$ 19.45	\$ 20.34	\$ 21.27	\$ 22.24	\$ 23.24	\$ 24.29	\$ 25.43	\$ 26.67	\$ 27.99	\$ 29.06	\$ 30.39	\$ 31.77	\$ 33.22
M	\$ 17.84	\$ 18.44	\$ 19.28	\$ 20.14	\$ 21.07	\$ 22.01	\$ 23.02	\$ 24.06	\$ 25.16	\$ 26.30	\$ 27.49	\$ 28.76	\$ 30.07
N	\$ 16.16	\$ 16.88	\$ 17.64	\$ 18.44	\$ 19.28	\$ 20.14	\$ 21.07	\$ 23.02	\$ 24.07	\$ 25.16	\$ 26.30	\$ 27.49	\$ 28.76
O	\$ 14.93	\$ 15.59	\$ 16.28	\$ 17.03	\$ 17.80	\$ 18.60	\$ 19.43	\$ 20.29	\$ 21.24	\$ 22.22	\$ 23.27	\$ 24.27	\$ 25.40
P	\$ 13.79	\$ 14.40	\$ 15.03	\$ 15.72	\$ 16.43	\$ 17.15	\$ 17.93	\$ 18.75	\$ 19.61	\$ 20.49	\$ 21.43	\$ 22.39	\$ 23.41
Q	\$ 12.96	\$ 13.55	\$ 14.17	\$ 14.78	\$ 15.47	\$ 16.17	\$ 16.88	\$ 17.65	\$ 18.45	\$ 19.29	\$ 20.16	\$ 21.08	\$ 22.01
R	\$ 12.42	\$ 12.96	\$ 13.55	\$ 14.17	\$ 14.76	\$ 15.46	\$ 16.16	\$ 16.88	\$ 17.64	\$ 18.43	\$ 19.27	\$ 20.14	\$ 21.06
S	\$ 11.82	\$ 12.37	\$ 12.90	\$ 13.48	\$ 14.09	\$ 14.71	\$ 15.39	\$ 16.10	\$ 16.81	\$ 17.55	\$ 18.36	\$ 19.19	\$ 20.06
T	\$ 11.30	\$ 11.78	\$ 12.35	\$ 12.87	\$ 13.45	\$ 14.05	\$ 14.67	\$ 15.35	\$ 16.05	\$ 16.77	\$ 17.53	\$ 18.34	\$ 19.17
U	\$ 10.93	\$ 11.31	\$ 11.81	\$ 12.36	\$ 12.88	\$ 13.47	\$ 14.08	\$ 14.69	\$ 15.37	\$ 16.08	\$ 16.81	\$ 17.55	\$ 18.36
V	\$ 10.42	\$ 10.89	\$ 11.38	\$ 11.87	\$ 12.43	\$ 12.96	\$ 13.65	\$ 14.17	\$ 14.78	\$ 15.44	\$ 16.14	\$ 16.87	\$ 17.63
W	\$ 10.16	\$ 10.61	\$ 11.08	\$ 11.59	\$ 12.09	\$ 12.61	\$ 13.20	\$ 13.80	\$ 14.41	\$ 15.07	\$ 15.75	\$ 16.47	\$ 17.20

2013-2015 - 2014-2016 AFSCME COURTHOUSE AGREEMENT
MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Local No. 667, AFSCME Council 65, AFL-CIO (hereafter "Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during negotiations for the 2015-2016 collective bargaining agreement, the parties agreed to meet during the term of the contract to discuss Paid Time Off (PTO) as an alternative to the traditional vacation/sick/other leave methodology currently in use;

NOW, THEREFORE, the parties agree as follows:

1. Negotiation reps or their designee shall meet during the term of the 2015-2016 contract to discuss Paid Time Off (PTO).
2. This Memorandum of Agreement will be in effect the date of County Board approval of the 2015-2016 bargaining agreement.
3. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this _____ day of _____, 2014.

BOARD OF COMMISSIONERS _____ LOCAL UNION NO. 667
COUNTY OF AITKIN, MINNESOTA _____ AFSCME, AFL-CIO
COUNTY OF AITKIN _____

Board Chair _____ AFSCME Staff Representative _____

A G R E E M E N T

between

AITKIN COUNTY

and

**HEALTH & HUMAN SERVICES EMPLOYEES
AFSCME, AFL-CIO, LOCAL UNION #1283**

| JANUARY 1, 20153 - DECEMBER 31, 20164

~~2013-2015~~ – ~~2014-2016~~ HEALTH & HUMAN SERVICES AGREEMENT

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APPENDIX-MOAC 2014-WAGE-SCHEDULE PTO DISCUSSION

Add Christmas Eve MOA

Formatted: Highlight

2013-2015 – 2014-2016 HEALTH & HUMAN SERVICES AGREEMENT

This Agreement, entered into on January 1, 2013, between Aitkin County, hereinafter referred to as the "Employer", and Local Union No. 1283, American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), hereinafter referred to as the "Union".

ARTICLE 1 PURPOSE OF AGREEMENT

Section A.

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

Section B.

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

ARTICLE 2 DEFINITION OF PERMANENT EMPLOYEE

The term "permanent employee", as used in this Agreement, shall mean an employee who has been employed by Aitkin County in the Health & Human Services Department and who works regularly full-time or regularly part-time and averages fourteen (14) or more hours per week and more than sixty-seven (67) working days per calendar year, and who has completed a probationary period.

ARTICLE 3 RECOGNITION

The Board hereby recognizes Local Union No. 1283, American Federation of State, County and Municipal Employees Council 65, AFL-CIO, as the exclusive representative of all employees of the Aitkin County Health & Human Services Department who are employed for fourteen (14) or more hours per week or for more than sixty-seven (67) working days per calendar year or 100 days if a student as defined in PELRA, excluding supervisory employees, confidential employees, the Director and Health & Human Services supervisors, for the purposes of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment as per certification by the State Bureau of Mediation Services dated May 17, 1976, and unit 1 as defined in Case No. 76-PR-901A.

ARTICLE 4 PAYROLL DEDUCTION, AUTHORIZATION AND PROCEDURES

Section A.

In Recognition of the Union as the Exclusive Representative

Subd. 1. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

Subd. 2. The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages

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deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Subd. 3. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues, in an electronic Excel format or via U.S. mail.

Section B.

Fair Share Fee. The Union may collect a Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sec. 179A.06, Subd. 3.

Section C.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section D.

If an employee desires to terminate deduction of Union dues from their payroll check, they shall notify in writing the Secretary of the Union and the Director of the Health & Human Services Department, thirty (30) days prior to this termination.

ARTICLE 5

HOURS OF WORK

Section A.

The normal work week for employees of this unit shall be eight (8) hours per day, forty (40) hours per week. The regular work day shall start at 8:00 a.m. and shall end at 4:30 p.m. allowing a half (1/2) hour lunch each day. The normal workdays shall be Monday through Friday. Flexible work schedules may be established with approval of the Department Head. Under management rights, the County Board, at any time, can define the working hours of departments.

Section B.

Overtime compensation will be based on status under the Fair Labor Standards Act. Non-exempt employees who are assigned by the Employer to work in excess of forty (40) hours in a work week shall be compensated for such overtime hours at the rate of one and one-half (1 ½) time the regular straight time rate of pay.

At the discretion of the Director, all employees shall be permitted compensatory time off for hours worked in excess of forty (40) hours in any one (1) week at the rate of time and one-half (1 ½) subject to the following provisions:

- a) employees must obtain prior approval from their supervisor for accrual of compensatory time off in lieu of overtime pay; and
- b) use of compensatory time is subject to the prior approval of the employee's supervisor and the needs

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of the department; and

c) the maximum compensatory time accrual shall be ~~twenty-four (24)~~thirty-two (32) hours; and

d) employees who have used at least ten (10) vacation days in the current calendar year may elect to cash out any unused compensatory time hours left at the end of each calendar year so as to not carry a balance forward into the subsequent year.

Section C. Call Back.

Employees who are called back to work after completing the scheduled work day, or are called out for work during scheduled time off shall receive a minimum of two (2) hours pay at time and one-half (1-1/2). In the event an employee receives a duty-related telephone call that does not require the employee to leave home, time shall be compensated in 15 minute increments at the appropriate rate in accordance with Article 5.

ARTICLE 6 PERSONAL LEAVE

Full-time (probationary and non-probationary) employees shall be granted four (4) days (32 hours) paid personal leave each year, not to be accumulative. Personal days shall be granted on a pro-rated basis.

Part-time (probationary and non-probationary) employees ~~employed 20 or more hours per week on average~~ shall be entitled to personal leave on a pro-rated basis.

ARTICLE 7 HOLIDAYS

Section A.

All full-time employees (probationary and non-probationary) shall be entitled to the following paid eight (8) hour holidays:

- | | | |
|------------------------|----------------|---------------------------|
| New Year's Day | Fourth of July | Thanksgiving Day |
| Memorial Day | Christmas Day | Friday after Thanksgiving |
| Labor Day | Presidents Day | Veterans Day |
| Martin Luther King Day | | |

Part-time (probationary and non-probationary) employees ~~employed 20 or more hours per week on average~~ shall be entitled to holiday pay on a pro-rated basis.

Section B.

In the event that a holiday falls on a Sunday, the following Monday shall be the paid holiday; and, if any of these fall on a Saturday, the preceding Friday shall be the paid holiday or the day commonly celebrated. If a holiday falls during the employee's vacation, that day shall be paid as a holiday.

ARTICLE 8 VACATION

Section A.

Each full-time employee who has received permanent status shall receive an annual vacation with pay, based on a monthly accumulation of vacation days figured at a rate dependent on years of service with the Employer.

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The following tables give these rates:

<u>Completed Years of Service</u>	<u>Rates of Accumulation of Vacation Days Per Month of Work</u>	<u>Working Days Employee May Earn as Vacation Per Year</u>
0 - 3	1	12 (96 hours)
3 - 5	1-1/4	15 (120 hours)
5 - 10	1-1/2	18 (144 hours)
10- 15	1-3/4	21 (168 hours)
15+	2	24 (192 hours)

Permanent part-time employees ~~who are employed 20 or more hours per week on average~~ shall be entitled to vacation pay on a pro-rated basis.

If a documented medical emergency occurs while an employee is on scheduled vacation time, they shall be allowed to switch the vacation to sick leave, with the Director's approval.

Section B.

A probationary employee, new to the Agency, shall accumulate vacation days at the rate of one (1) day (8 hours) per month, but may not use any of these days for vacation until has obtained permanent status. The employee in a trial period due to a transfer within the Agency shall be entitled to normal vacation accumulation and use.

Section C.

An employee may use accumulated vacation days as sick leave if the employee has exhausted their accumulated sick leave, upon request of the employee and approval of the Director.

Section D.

Full-time employees may accumulate up to twenty-four (24) (192 hours) vacation days.

Part-time employees may accumulate up to a total of 40 hours of vacation.

Section E.

Upon termination of employment, permanent employees shall be paid for any accumulated vacation credits, unless the employee is terminated for just cause.

In the event of the death of an employee, the employee's accumulated vacation credits shall be paid to the employee's estate.

ARTICLE 9

SICK LEAVE / CARE OF RELATIVES

Section A.

Sick leave with pay shall be granted to all full-time (probationary and non-probationary) employees at the rate of one (1) day (8 hours) per month of continuous employment and shall be allowed to accumulate any unused sick leave from year to year up to a total of one hundred twenty (120) days (960 hours). Employees begin

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earning sick leave as of the day of employment and may use sick leave during the probationary period.

Part-time (probationary and non-probationary) employees ~~employed 20 or more hours per week on average~~ shall be entitled to sick leave pay on a pro-rated basis up to a total of 40 hours.

Section B.

~~Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care. For the purpose of this paragraph, immediate family is defined as: spouse, child, step child, adult child, parent, step parent, mother-in-law, father-in-law, or grandchild. The Department Head may require a doctor's certificate showing the nature of an injury of illness. The County will administer FMLA in accordance with County policy.~~

~~Sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.~~

~~Sick leave is hereby defined to mean the absence of an employee because of illness of the employee or his/her spouse, parents, step parents, child(ren) or step child(ren) requiring the attendance of such employee. The Director may require a doctor's certificate to verify the employee's absence. In the case of attendance upon other members of an employee's household, prior approval of the Director is required.~~

Section C.

~~An employee may use sick leave pursuant to the sick leave provision of the agreement during the period of physical disability. A statement from the employee's personal physician must be submitted to the department head concerning medical complication.~~

ARTICLE 10

FUNERAL LEAVE

Full-time (probationary and non-probationary) employees will be allowed a maximum of three (3) days (24 hours) leave without loss of pay when a death occurs in an employee's family, namely: husband, wife, son, daughter, step sibling, father, mother, sister, brother, sister in law, brother in law, father in law, mother in law, daughter in law, son in law, grandparents, grandchildren, step children and step parents. Two (2) additional days (16 hours) may be allowed if necessary subject to the approval of the Director. Additional time, if needed, may be allowed by the ~~Health & Human Services~~County Board, but such additional time in excess of five (5) days (40 hours) indicated above shall be charged against the employee's sick leave.

Part-time (probationary and non-probationary) employees employed 20 or more hours per week on average shall be entitled to funeral leave on a pro-rated basis.

If a need for funeral leave occurs while an employee is on a scheduled vacation or other paid leave, the terms and conditions stated above will take effect upon notification to the Director and the vacation time adjusted accordingly.

ARTICLE 11

SENIORITY

Section A.

All employees of the Aitkin County Health & Human Services Department covered by this Agreement shall be

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granted seniority standing. Three (3) seniority lists shall be maintained - one (1) for the professional staff; one (1) for the clerical staff; and one (1) for the support personnel. Standing is to be determined on the basis of total length of continuous employment in the Aitkin County Health & Human Services Department. All new employees permanently hired by the Board shall be on probation for a period of six (6) months, and upon successful completion of such probationary period, their seniority will revert to the first day of employment. During such six (6) months of employment, employees may be discharged by the Employer without cause, and no grievance may be filed for such termination. Employees probation may be extended for an additional period not to exceed three (3) months should the Director find it necessary. If the Director chooses to extend the employee's probationary period, he or she shall so inform the employee in writing of the specific reasons for such extension within fifteen (15) days.

Section B.

An employee shall lose seniority for the following reasons:

1. Voluntary quit.
2. Discharge for cause.
3. Layoff for longer than one (1) year.
4. Failure to return at the expiration of a leave of absence.
5. Absence more than one (1) year due to illness or serious injury. This may be extended by mutual agreement.

Section C.

In the event of a reduction of force or the elimination of position, the order of separation shall be based upon seniority and qualifications for the available positions. Any employee laid off shall be entitled to re-employment to a position for which they are qualified for a period not to exceed one (1) year.

In the event of a reduction of force or elimination of position, a senior laid-off employee may bump into any position, laterally or downward, held by the least senior employee, if the senior employee is qualified to perform the duties of that position.

Section D.

Seniority lists for three (3) classes of employees: (1) Clerical; (2) Support; (3) Professional, shall be updated and posted annually.

Section E.

The job classification for each of the aforementioned classes of employees shall be as listed in Appendix A of this Agreement.

Section F.

Employees who transfer or promote to a new position would serve a three (3) month trial period. During the trial period, either the employee or the County could request that the employee return to their previous position and rate of pay. The trial period may be extended one additional month by mutual agreement. Any employee filling a vacancy that the trial employee returns to shall also revert back to their former position and rate of pay. If the trial employee returns to their original position, the Employer may elect to re-post the vacancy or fill the position with the next qualified candidate from the original posting.

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Section G.

Notices of all vacancies and newly created positions shall be posted on employee bulletin boards. The employees shall be given five (5) working days time in which to make application to fill such vacancy or newly created position.

ARTICLE 12

GRIEVANCE PROCEDURE

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

Section B. Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of such Union representatives and of their successors when so designated.

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

Section D. Grievances, as defined by Article 12, Section A, 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 the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within fifteen (15) 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 the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the Employer designated representative's final answer in

Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within fifteen (15) working days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) working days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) working days shall be considered waived.

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Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Union the Employer's answer in writing within five (5) working days after receipt of such Step 3 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 3 may be appealed to Step 4 within five (5) working days following the Employer designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 within five (5) working days shall be considered waived.

Step 4. If no settlement is reached in Step 3, the grievance shall be submitted to arbitration, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) working days after submission of the grievance to arbitration, either party may then request of the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall enter and strike one name until one name remains. The last remaining individual shall be designated as arbitrator. The grieving party shall strike first. The hearing on the grievance will be held promptly by the arbitrator, and the decision shall be rendered within thirty (30) days of the date of hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

Section E. Arbitrator's Authority:

Subd. 1. 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 submitted.

Subd. 2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the end of the hearing or the submission of briefs by the parties, whichever is 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 Agreement and to the facts of the grievance presented.

Subd. 3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section F. 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 in writing, 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 and move the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union in writing.

Section G. Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 12 or a procedure such as: Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of

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Article 12, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 12, or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making subsequent appeal through Step 4 of Article 12 except that with respect to statutes under the jurisdiction of the United States Equal Opportunity Employment Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 13

SAVINGS CLAUSE

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, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations,~~ such provision shall be null and void and the parties may, if they mutually agree, negotiate language to replace the voided provision. All other provisions shall continue in full force and effect.

ARTICLE 14

WAGE ADMINISTRATION

Section A.

~~All new employees shall be on probation for a period of six (6) months, unless extended. Upon successful completion of the probationary period, that probational employee shall advance, to the next step of the pay scale according to the appropriate time interval. If the Director chooses to extend the employee's probationary period, they shall so inform the employee in writing of the specific reasons for such extension within fifteen (15) days. Should a promotional employee fail to successfully complete his/her trial period, he/she shall be allowed to return to his/her former position or to a similar position without loss of seniority standing and without serving another trial period.~~

Section B.

~~Whenever new employees are hired, the beginning salary shall be the probationary step for that classification. Whenever new employees are hired from other than in a local County promotional register, beginning salary shall be the probationary step in that classification, except comparable experience and/or qualifications may be recognized in which case the beginning salary may be set at the appropriate pay level allowing for the number of years experience at comparable employment.~~

Section AC.

If an employee's salary currently exceeds ~~their longevity step~~ the maximum of their pay scale, their salary will be frozen until the pay scale catches up.

Section BD.

An employee who is promoted to a higher paid classification would be ~~compensated at~~ placed on the step ~~of the higher class in the new pay range~~ that gives them an increase of at least \$0.25 (twenty five cents) per hour, ~~and puts them at least one step above the probation step.~~ Thereafter, the employee would receive step increases as provided for by the Agreement on their classification anniversary date.

An employee who posts for a job at a lower classification pay rate or who exercises seniority preference into a lower classification would move to the lower classification at the same longevity step as their previous position.

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An employee whose job classification is upgraded will be placed on the step in the new pay range that results in at least a \$0.75 per hour increase.

Section CE.

~~Effective January 1, 2013, there will be a 0% general adjustment to the County compensation wage schedule. Each employee will receive their appropriate step increase (if applicable) and placement on their anniversary date. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range. Effective January 1, 2015, employees covered by this Agreement shall be paid in accordance with Appendix B. Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1 each year of the 2015-2016 Agreement. Effective January 1, 2014, there will be a \$0.45 per hour general adjustment to the County compensation wage schedule. Each employee will receive their appropriate step increase (if applicable) and placement on their anniversary date. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.~~

All employees shall remain at their rate of pay at the expiration date of this Agreement until a new Agreement is executed by the parties.

~~Employees who terminate employment prior to the date of County Board approval of this 2015-2016 Agreement shall not be eligible for retroactive wage adjustments.~~

ARTICLE 15

MANAGEMENT RIGHTS

Section A.

The employer retains the right to operate and manage all manpower facilities and equipment, to establish functions and programs, to set and amend budgets, to determine the utilization of technology, to establish and modify the organizational structure, to select, direct and determine the number of personnel, to determine whether to purchase or provide regular service, to establish and change work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

Section B.

Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate following written notification to the Union.

ARTICLE 16

GROUP INSURANCE

Section A(1). Effective 1/01/2013 – 12/31/2013

~~The base plan shall be VEBA 831 as per the Blue Cross Blue Shield quote dated September 2, 2004 for the year 2005. The County's portion of premiums shall be \$900.00 per month for family coverage. Any premium increase or savings is shared equally between the County and the employee for the family plan. The County's portion of premiums shall be up to \$666.84 per month for single coverage. At the point where single coverage exceeds \$666.84, premium increases shall be shared equally between the County and the employee.~~

~~The County shall make contributions to each eligible employee's VEBA 831 account in order to fund a portion of the deductible as follows:~~

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	Single	Family
2013	\$1,000.00	\$2,000.00

All-eligible employees hired after January 1, 2005 will receive a County VEBA contribution prorated on a quarterly basis for all quarters in which work is performed.

Effective January 1, 2013, the County's VEBA account contributions shall be made quarterly as part of the first warrant cycle of the quarter. In the event that an employee leaves employment for any reason other than death, the employee shall be required to reimburse the County for the VEBA contribution prorated on a quarterly basis for any full quarter that remains. The County shall have the right to deduct this amount from the employee's final paycheck.

If an employee has eligible expenses that exceed the County's year-to-date deductible contribution, the employee may request advance payment up to the remainder allocation for the plan year.

Section A(2). Group Health Insurance, VEBA, and HSA, Effective 1/01/2014 - 12/31/2014

The Employer agrees to offer a Group Health Insurance plan (BCBS) equivalent to existing coverage, subject to the provisions of this Article and limitations, benefit and conditions established by the contract with the insurance carrier. The aggregate value of benefits provided by the group health insurance contract for employees covered by this collective bargaining agreement shall not be reduced, unless the employer and union agree to a reduction in benefits.

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

The Employer shall contribute on behalf of eligible permanent and probationary employees working thirty (30) or more hours per week as follows:

2015:

Single coverage

- Effective January 1, 2015, up to \$675.00 per month on the VEBA 100 plan.
- Effective January 1, 2015, up to \$650.00 per month on the VEBA 80 plan.
- Effective January 1, 2015, up to \$625.00 per month on the HDHP plan.

Family coverage

- Effective January 1, 2015, up to \$1,250.00 per month on the VEBA 100 plan.
- Effective January 1, 2015, up to \$1,250.00 per month on the VEBA 80 plan.
- Effective January 1, 2015, up to \$1,250.00 per month on the HDHP plan.

The Employer's contribution shall not exceed the cost of the premium.

2016:

Single coverage

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Effective January 1, 2016, up to \$675.00 per month on the VEBA 100 plan.

Effective January 1, 2016, up to \$700.00 per month on the VEBA 80 plan.

Effective January 1, 2016, up to \$700.00 per month on the HDHP plan.

Family coverage

Effective January 1, 2016, up to \$1,250.00 per month on the VEBA 100 plan.

Effective January 1, 2016, up to \$1,300.00 per month on the VEBA 80 plan.

Effective January 1, 2016, up to \$1,300.00 per month on the HDHP plan.

Single coverage

Effective January 1, 2014, up to \$675.00 per month flat dollar contribution on the VEBA 100 plan.

Effective January 1, 2014, up to \$625.00 per month flat dollar contribution on the VEBA 80 plan.

Effective January 1, 2014, up to \$600.00 per month flat dollar contribution on the HDHP plan.

Family coverage

Effective January 1, 2014, up to \$1,250.00 per month flat dollar contribution on the VEBA 100 plan.

Effective January 1, 2014, up to \$1,200.00 per month flat dollar contribution on the VEBA 80 plan.

Effective January 1, 2014, up to \$1,150.00 per month flat dollar contribution on the HDHP plan.

The Employer's contribution shall not exceed the cost of the premium.

Effective January 1, 201~~5~~⁴, the Employer shall make a contribution to each eligible employee's VEBA or HSA account in four (4) equal quarterly installments, in order to fund a portion of the deductible as follows:

	2015-20164 Contribution
VEBA 100 Single	\$1,000.00
VEBA 100 Family	\$2,000.00
VEBA 80 Single	\$1,000.00
VEBA 80 Family	\$2,000.00
HDHP Single	\$1,000.00
HDHP Family	\$2,000.00

For employees who select coverage on either the VEBA 80 or the HDHP plan, the Employer will contribute additional dollars toward the VEBA/HSA in the following amounts:

Single: ~~\$3645~~/month (~~\$432540~~/year), in addition to the \$1,000 contribution provided above.

Family: ~~\$10594~~/month (~~\$1,260428~~/year), in addition to the \$2,000 contribution provided above.

Eligible employees will receive a quarterly VEBA or HSA contribution for all quarters in which the employee is in a compensated payroll status. For employees who separate from employment, the contribution will be calculated on a prorated basis by calendar day for partial quarters worked. The contributions shall be made quarterly as part of the first warrant cycle of the quarter.

The Employer shall be obligated to make only one (1) VEBA or HSA account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage

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contribution on behalf of the employee.

Section B.

The County Board agrees to provide and pay for a life insurance policy of \$15,000 for all employees, and to provide life insurance coverage in the amount of \$10,000 for their spouses and dependents to age ~~26~~¹⁹.

Section C.

Full-time permanent employees shall have the option to purchase long-term disability insurance and other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the Employer and insurance carrier.

ARTICLE 17

FAMILY AND MEDICAL LEAVE

Section A.

Family and Medical Leave shall be granted in accordance with legal mandates and Aitkin County policy.

Section B.

The probationary period shall be extended by a period of time equal to the total number of duty days on leave.

2013-2015 – 2014-2016 HEALTH & HUMAN SERVICES AGREEMENT

ARTICLE 18

DISCIPLINE

Section A.

Disciplinary action may be imposed upon a permanent employee only for just cause. Any disciplinary action imposed may be processed as a grievance through the regular grievance procedure as provided, except that oral reprimands may not be processed beyond Step 3 of the grievance procedure. Disciplinary action shall include only the following: (A) oral reprimand; (B) written reprimand; (C) suspension; (D) demotion; or (E) discharge.

The Employer shall not take disciplinary action against an employee unless the employee has been given the opportunity to have a Union representative present. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section B.

An employee may be temporarily suspended for just cause. The employee shall be notified of the reasons for the suspension, in writing, at the time of suspension. If the employee feels they have been suspended without just cause or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within ten (10) working days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full, partial, or no pay for any time lost as a result of the suspension.

An employee suspended for just cause shall accrue no benefits during that period.

Section C.

An employee shall be discharged only for just cause. An action to discharge an employee shall be taken by the appointing authority only after a hearing upon due notice, upon stated charges, in writing. The statement of charges and the notice of hearing shall be filed with the employee at least ten (10) working days in advance of the hearing. The employee and the Union shall have the right to present witnesses, introduce evidence and to examine witnesses and evidence during the period in which the hearing takes place, but his or her name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be reinstated with full, partial or no pay.

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ARTICLE 19

GENERAL PROVISIONS

Section A.

Employees may be permitted to attend Health & Human Services conferences or workshops provided that the Agency has adequate staff to provide the functions of the Agency as determined by the Health & Human Services Director. Employees must obtain prior approval of the Director.

Section B. Absence Due to Inclement Weather

As defined by county policy.

Section C. Mileage Reimbursement

Mileage allowance shall be paid to employees for authorized use of personal cars in connection with County business.

Section D. Unpaid Leave other than Family and Medical Leave:

Subd.1 The employee requesting a leave of absence up to thirty (30) calendar days, may apply for same in writing to the Department Head for consideration of their approval. The request shall include the length of leave requested and the reason for said leave. The Department Head shall approve or deny said request within five (5) working days of the request. Emergency requests shall be considered at the time received.

Subd.2 The employee requesting a leave of absence greater than thirty (30) calendar days may apply for same in writing to the County Administrator for consideration of their approval. The request shall include the length of leave requested and the reason for said leave.

~~Subd.3 Approval of leave of absence greater than thirty (30) days, may be considered at the next regularly held Board meeting after the leave of absence request is made so as to not jeopardize the employee's tenure under P.E.R.A.~~

Subd.34 Employees who are on an unpaid leave of absence shall receive no pay or benefits as apply to sick leave, holidays, vacations, etc., and shall accrue seniority for a period of thirty (30) calendar days only.

Subd.45 Temporary employees may be used to fill in for employees who are on a authorized leave of absence. Such employees shall be notified that the position they are filling is of a temporary nature and will cease upon the return of the individual who is on the leave of absence.

Subd.56 The probationary period shall be extended by a period of time equal to the total number of duty days on leave.

Section E. Liability

Aitkin County agrees to cover its employees with an error and omissions insurance policy.

Section F. Expenses

Aitkin County Health & Human Services will reimburse employees for necessary, reasonable, actual expenses incurred in the performance of their duties outside of Aitkin County except for conferences held within the County. Prior approval must be secured from the Director.

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Section G. Educational Tuition

The cost of participation in formalized course of study will be reimbursed to an employee who has permanent status in the amount equal to one-third (1/3) of the tuition cost, provided:

1. That the course is germane to the duties of the employee's job.
2. That the employee satisfactorily completes the course and receives either a "P" in a Pass/No Pass course, or a "B-" in an A-F Course.
3. That the employee remains in the employment of Aitkin County for ~~six (6) months~~ one (1)

year

following completion of the course. (Employees who are receiving Education Tuition as of 7/24/2014 will be required to remain in employment for six months following completion of the course.)

4. That the course be recommended by the Director and approved by the ~~Health & Human Services~~ County Board prior to taking the course.

It shall be noted that the cost of "tuition" is covered; this does not include books or other assessed administrative fees.

Section H. Notice to Personnel File

Employees shall be notified of any entry to their personnel file concerning performance evaluations or discipline.

Section I.

Jury Duty: Employees required to serve on jury duty shall be paid the difference between pay for such jury duty and their normal earnings for all full days absence Employees shall keep expenses reimbursed to them by the court for jury duty services. If an employee is excused from jury duty after reporting and returning to work, they shall suffer no loss in pay for the day.

ARTICLE 20 TIME OFF FOR UNION ACTIVITIES

Section A.

An employee elected by the Union to represent such Union at International, State or District meetings which require absence from duty shall be granted the necessary time off to attend such meeting without pay and without discrimination and without loss of seniority rights or any other rights granted by the ~~Health & Human Services~~ County Board.

<u>Type of Meeting</u>	<u>Number of Delegates</u>	<u>Maximum Time Allowed</u>
International	2	9 calendar days
State Federation	2	7 calendar days
State Council	3	2 calendar days
District	3	1 calendar day

Section B.

In the event that additional time off is necessary for these or other Union business, such additional time off may be granted subject to the approval of the ~~Health & Human Services~~ County Board.

Section C.

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The ~~Health & Human Services~~County Board will pay up to three (3) employees for the time spent in negotiations.

ARTICLE 21 **DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect from January 1, 201~~3~~⁴ until December 31, 201~~4~~⁵, and from year to year thereafter unless either party hereto shall give written notice sixty (60) days prior to the annual expiration date of a desire to terminate or amend said Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this date.

BOARD OF COMMISSIONERS
~~AITKIN COUNTY HEALTH & HUMAN SERVICES AGENCY~~
COUNTY OF AITKIN, MINNESOTA

COUNTY OF AITKIN

LOCAL UNION NO. 1283
A.F.S.C.M.E., AFL-CIO

Board Chair

AFSCME Staff Representative

County Administrator

Chapter Chairperson

Human Resources ~~Manager~~Director

Date

Date

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APPENDIX A

JOB CLASSIFICATIONS
as of January 1, 2013

<u>Department</u>	<u>Title</u>	<u>Job Class</u>
Clerical	Office Support Specialist	R
Support	Accounting Technician (aka Account Clerk)	P
	Case Aide	P
	Eligibility Worker (formerly called Eligibility Technician or Financial Worker)	P
	Family Based Services Provider	P
	Community Support Technician	P
	Child Support Officer	O
Professional	Social Worker	L
<u>Job Title</u>	<u>Grade</u>	
<u>OFFICE SUPPORT SPECIALIST</u>	<u>2</u>	
<u>COMMUNITY SUPPORT TECHNICIAN (VACANT)</u>	<u>3</u>	
<u>ACCOUNT TECHNICIAN-FAMILY SER.</u>	<u>4</u>	
<u>CASE AIDE</u>	<u>4</u>	
<u>CHILD SUPPORT ENFORCEMENT AIDE</u>	<u>4</u>	
<u>FAMILY BASE SERVICE PROVIDER</u>	<u>4</u>	
<u>CHILD SUPPORT OFFICER 1</u>	<u>5</u>	
<u>ELIGIBILITY WORKER (AKA FINANCIAL WORKER)</u>	<u>5</u>	
<u>SOCIAL WORKER</u>	<u>9</u>	

2013-2015 – 2014-2016 HEALTH & HUMAN SERVICES AGREEMENT

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APPENDIX B: 2013 Wage Schedule

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Effective 1/1/2015, employees shall be placed on the closest step that provides at least a 1% increase. In no event shall an employee's wage exceed the maximum of 2015. Plus: \$250.00 one-time lump sum payment for each employee who has completed at least 15 years of service with Aitkin County as of 1/1/2015. (Please refer to the 2013-2015 Wage Schedule for details.)

Grade	Min/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Max/O
9	\$ 23.80	\$ 24.51	\$ 25.23	\$ 25.98	\$ 26.75	\$ 27.54	\$ 28.36	\$ 29.20	\$ 30.07	\$ 30.96	\$ 31.88	\$ 32.83	\$ 33.81	\$ 34.81	\$ 35.55
5	\$ 17.80	\$ 18.33	\$ 18.87	\$ 19.42	\$ 20.00	\$ 20.59	\$ 21.20	\$ 21.82	\$ 22.47	\$ 23.13	\$ 23.82	\$ 24.52	\$ 25.25	\$ 26.00	\$ 26.55
4	\$ 16.30	\$ 16.78	\$ 17.27	\$ 17.78	\$ 18.31	\$ 18.85	\$ 19.40	\$ 19.98	\$ 20.57	\$ 21.18	\$ 21.80	\$ 22.45	\$ 23.11	\$ 23.80	\$ 24.30
2	\$ 13.30	\$ 13.69	\$ 14.09	\$ 14.51	\$ 14.98	\$ 15.37	\$ 15.82	\$ 16.29	\$ 16.77	\$ 17.26	\$ 17.77	\$ 18.30	\$ 18.83	\$ 19.39	\$ 19.80

35 cent general adjustment, plus step increase for all employees effective 1/1/2016. In no event shall an employee's wage exceed the maximum of the wage schedule for 2016.

Grade	Min/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Max/O
9	\$ 24.15	\$ 24.86	\$ 25.58	\$ 26.33	\$ 27.10	\$ 27.89	\$ 28.71	\$ 29.55	\$ 30.42	\$ 31.31	\$ 32.23	\$ 33.18	\$ 34.16	\$ 35.16	\$ 35.90
5	\$ 18.15	\$ 18.68	\$ 19.22	\$ 19.77	\$ 20.35	\$ 20.94	\$ 21.55	\$ 22.17	\$ 22.82	\$ 23.48	\$ 24.17	\$ 24.87	\$ 25.60	\$ 26.35	\$ 26.90
4	\$ 16.65	\$ 17.13	\$ 17.62	\$ 18.13	\$ 18.66	\$ 19.20	\$ 19.75	\$ 20.33	\$ 20.92	\$ 21.53	\$ 22.15	\$ 22.80	\$ 23.46	\$ 24.15	\$ 24.65
2	\$ 13.65	\$ 14.04	\$ 14.44	\$ 14.86	\$ 15.28	\$ 15.72	\$ 16.17	\$ 16.64	\$ 17.12	\$ 17.61	\$ 18.12	\$ 18.65	\$ 19.18	\$ 19.74	\$ 20.15

At least 15 years of service with Aitkin County as of 1/1/2015; Pam Kamowski, Marlene Sarff, Deb Tuper, Deb Jensen, Janet Hatfield, Diane Eastman, Rae Zahn, Linda Nelson, Jodi Philipp, Deann Lamke, Emily Trotter, Brenda Butterfield, Raina Irvine, Leslie Christensen, and Carol Eibes-Rollins.

Start	6 Months	1 Year	2 Years	3 Years	4 Years	6 Years	8 Years	10 Years	12 Years	16 Years	20 Years	24 Years	28 Years
2013													
G	\$ 32.69	\$ 34.22	\$ 35.80	\$ 37.46	\$ 39.20	\$ 41.02	\$ 42.92	\$ 44.92	\$ 47.00	\$ 49.18	\$ 51.47	\$ 53.96	\$ 56.34
H	\$ 30.60	\$ 32.04	\$ 33.50	\$ 35.05	\$ 36.60	\$ 38.30	\$ 40.17	\$ 42.02	\$ 43.98	\$ 46.03	\$ 48.16	\$ 50.41	\$ 52.75
I	\$ 27.12	\$ 28.37	\$ 29.69	\$ 31.09	\$ 32.52	\$ 34.01	\$ 35.63	\$ 37.26	\$ 38.99	\$ 40.80	\$ 42.69	\$ 44.68	\$ 46.75
J	\$ 23.68	\$ 24.76	\$ 25.88	\$ 27.12	\$ 28.37	\$ 29.66	\$ 31.06	\$ 32.61	\$ 34.01	\$ 35.61	\$ 37.24	\$ 38.98	\$ 40.79
K	\$ 21.01	\$ 21.97	\$ 23.00	\$ 24.08	\$ 25.19	\$ 26.37	\$ 27.58	\$ 28.84	\$ 30.19	\$ 31.58	\$ 33.05	\$ 34.56	\$ 36.18
L	\$ 19.00	\$ 19.89	\$ 20.82	\$ 21.79	\$ 22.79	\$ 23.84	\$ 24.97	\$ 26.12	\$ 27.34	\$ 28.61	\$ 29.94	\$ 31.32	\$ 32.77
M	\$ 17.19	\$ 17.99	\$ 18.83	\$ 19.69	\$ 20.62	\$ 21.56	\$ 22.57	\$ 23.61	\$ 24.71	\$ 25.85	\$ 27.04	\$ 28.31	\$ 29.62
N	\$ 15.74	\$ 16.43	\$ 17.18	\$ 17.99	\$ 18.83	\$ 19.69	\$ 20.62	\$ 21.56	\$ 22.57	\$ 23.62	\$ 24.71	\$ 25.85	\$ 27.04
O	\$ 14.48	\$ 15.13	\$ 15.83	\$ 16.58	\$ 17.35	\$ 18.16	\$ 19.08	\$ 19.87	\$ 20.78	\$ 21.77	\$ 22.77	\$ 23.82	\$ 24.95

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P	\$ -13.34	\$ -13.95	\$ -14.56	\$ -15.27	\$ -15.98	\$ -16.70	\$ -17.49	\$ -18.30	\$ -19.16	\$ -20.04	\$ -20.98	\$ -21.04	\$ -22.98	\$ -24.02
Q	\$ -12.64	\$ -13.10	\$ -13.72	\$ -14.33	\$ -15.02	\$ -15.72	\$ -16.43	\$ -17.20	\$ -18.00	\$ -18.84	\$ -19.74	\$ -20.63	\$ -21.58	\$ -22.59
R	\$ -11.07	\$ -12.64	\$ -13.10	\$ -13.72	\$ -14.31	\$ -15.01	\$ -15.71	\$ -16.43	\$ -17.19	\$ -17.98	\$ -18.82	\$ -19.69	\$ -20.61	\$ -21.58
S	\$ -11.37	\$ -11.92	\$ -12.45	\$ -13.03	\$ -13.64	\$ -14.28	\$ -14.94	\$ -15.65	\$ -16.38	\$ -17.10	\$ -17.81	\$ -18.74	\$ -19.69	\$ -20.61
T	\$ -10.95	\$ -11.33	\$ -11.90	\$ -12.42	\$ -13.00	\$ -13.60	\$ -14.22	\$ -14.90	\$ -15.60	\$ -16.32	\$ -17.08	\$ -17.99	\$ -18.72	\$ -19.58
U	\$ -10.38	\$ -10.86	\$ -11.36	\$ -11.91	\$ -12.44	\$ -13.02	\$ -13.63	\$ -14.24	\$ -14.82	\$ -15.63	\$ -16.38	\$ -17.10	\$ -17.91	\$ -18.74
V	\$ -9.97	\$ -10.44	\$ -10.93	\$ -11.42	\$ -11.98	\$ -12.61	\$ -13.10	\$ -13.72	\$ -14.33	\$ -14.98	\$ -15.69	\$ -16.42	\$ -17.18	\$ -17.97
W	\$ -9.71	\$ -10.16	\$ -10.63	\$ -11.14	\$ -11.64	\$ -12.18	\$ -12.75	\$ -13.35	\$ -13.98	\$ -14.62	\$ -15.30	\$ -16.02	\$ -16.75	\$ -17.53

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2013-2015 – 2014-2016 HEALTH & HUMAN SERVICES AGREEMENT

APPENDIX C MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Local No. 667, AFSCME Council 65, AFL-CIO (hereafter "Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during negotiations for the 2015-2016 collective bargaining agreement, the parties agreed to meet during the term of the contract to discuss Paid Time Off (PTO) as an alternative to the traditional vacation/sick/other leave methodology currently in use;

NOW, THEREFORE, the parties agree as follows:

1. Negotiation reps or their designee shall meet during the term of the 2015-2016 contract to discuss Paid Time Off (PTO).
2. This Memorandum of Agreement will be in effect the date of County Board approval of the 2015-2016 bargaining agreement.
3. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this _____ day of _____, 2014.

BOARD OF COMMISSIONERS _____ LOCAL UNION NO. 667
 COUNTY OF AITKIN, MINNESOTA _____ AFSCME, AFL-CIO
 COUNTY OF AITKIN _____

Board Chair _____ AFSCME Staff Representative

2013-2015 - 2014-2016 HEALTH & HUMAN SERVICES AGREEMENT

2014 Wage Schedule

Start	6-Months	1-Year	2-Years	3-Years	4-Years	6-Years	8-Years	10-Years	12-Years	14-Years	16-Years	18-Years	20-Years	24-Years	28-Years
2014															
Minimum	Step-1	+6-Months Step-2	+1-yr Step-3	+1-yr Step-4	+1-yr Step-5	+2-yr Step-6	+2-yr Step-7	+2-yr Step-8	+2-yr Step-9	+4-yr Step-10	+4-yr Step-11	+4-yr Step-12	+4-yr Step-13		
G	\$-34.14	\$-36.26	\$-37.84	\$-39.66	\$-41.47	\$-43.37	\$-45.37	\$-47.46	\$-49.63	\$-51.93	\$-54.30	\$-56.79	\$-59.42		
H	\$-34.05	\$-35.95	\$-35.50	\$-37.14	\$-38.84	\$-40.62	\$-42.47	\$-44.43	\$-46.48	\$-48.61	\$-50.86	\$-53.20	\$-55.65		
I	\$-27.67	\$-28.82	\$-30.14	\$-31.64	\$-34.46	\$-36.08	\$-37.71	\$-39.44	\$-41.26	\$-43.14	\$-45.13	\$-47.20	\$-49.36		
J	\$-24.13	\$-25.21	\$-26.34	\$-27.67	\$-30.11	\$-31.61	\$-33.06	\$-34.46	\$-36.06	\$-37.69	\$-39.43	\$-41.24	\$-43.13		
K	\$-21.46	\$-22.42	\$-23.45	\$-24.53	\$-26.82	\$-28.03	\$-29.29	\$-30.64	\$-32.04	\$-33.50	\$-35.04	\$-36.63	\$-38.32		
L	\$-19.45	\$-20.34	\$-21.27	\$-22.24	\$-24.20	\$-25.42	\$-26.67	\$-27.79	\$-29.06	\$-30.39	\$-31.77	\$-33.23	\$-34.75		
M	\$-17.64	\$-18.44	\$-19.28	\$-20.14	\$-22.01	\$-23.02	\$-24.06	\$-25.16	\$-26.30	\$-27.49	\$-28.76	\$-30.07	\$-31.45		
N	\$-16.16	\$-16.88	\$-17.64	\$-18.44	\$-19.28	\$-20.14	\$-21.07	\$-22.01	\$-23.02	\$-24.07	\$-25.16	\$-26.30	\$-27.49		
O	\$-14.93	\$-15.68	\$-16.28	\$-17.03	\$-17.80	\$-18.63	\$-19.43	\$-20.32	\$-21.24	\$-22.22	\$-23.23	\$-24.27	\$-25.40		
P	\$-13.79	\$-14.40	\$-15.03	\$-15.78	\$-16.47	\$-17.03	\$-17.68	\$-18.35	\$-19.01	\$-19.61	\$-20.43	\$-21.43	\$-22.47		
Q	\$-12.96	\$-13.55	\$-14.17	\$-14.78	\$-15.47	\$-16.08	\$-16.75	\$-17.45	\$-18.15	\$-18.83	\$-19.59	\$-20.41	\$-21.27		
R	\$-12.42	\$-12.96	\$-13.55	\$-14.17	\$-14.78	\$-15.46	\$-16.16	\$-16.88	\$-17.64	\$-18.43	\$-19.27	\$-20.14	\$-21.08		
S	\$-11.82	\$-12.37	\$-12.90	\$-13.48	\$-14.09	\$-14.71	\$-15.39	\$-16.10	\$-16.81	\$-17.55	\$-18.34	\$-19.19	\$-20.05		
T	\$-11.30	\$-11.78	\$-12.35	\$-12.87	\$-13.45	\$-14.07	\$-14.67	\$-15.35	\$-16.06	\$-16.77	\$-17.53	\$-18.34	\$-19.17		
U	\$-10.83	\$-11.31	\$-11.81	\$-12.36	\$-12.89	\$-13.47	\$-14.08	\$-14.69	\$-15.37	\$-16.08	\$-16.81	\$-17.55	\$-18.38		
V	\$-10.42	\$-10.89	\$-11.38	\$-11.87	\$-12.43	\$-12.96	\$-13.55	\$-14.17	\$-14.78	\$-15.44	\$-16.14	\$-16.87	\$-17.63		
W	\$-10.16	\$-10.61	\$-11.08	\$-11.69	\$-12.09	\$-12.61	\$-13.20	\$-13.80	\$-14.41	\$-15.07	\$-15.75	\$-16.47	\$-17.20		

AFSCME HHS AND AFSCME Courthouse Units 2015-2016 Agreement

As proposed, MOA to include:

1. The parties agree that employees under this bargaining unit may absent themselves from their duties on the following days, without using accrued sick, vacation or personal days – December 24, 2014, December 24, 2015, December 23, 2016.
2. The parties agree that during the period of 2015 – 2016 the parties will meet to discuss options related to pay for performance.
3. The parties agree that during the year of 2015 the parties will meet to discuss employee health plan options.

Response from union related to the specific language above is pending at time of agenda deadline.