

AGREEMENT

BETWEEN

THE COUNTY OF HOUSTON

AND

**LOCAL UNION #2166
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
COUNCIL 65**

JANUARY 1, 2021 - DECEMBER 31, 2021

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AGREEMENT

THIS LABOR AGREEMENT, entered into on the 1st day of January 2021, between the Houston County Board of Commissioners, hereinafter called the "**Employer**", and the American Federation of State, County and Municipal Employees, Council 65, and its affiliated Local 2166, hereinafter called the "**Union**".

ARTICLE I. **PURPOSE AND DEFINITIONS**

The Union and the Employer agree that the purpose for entering into this Agreement is to:

- A. Establish the foundation for a harmonious and effective labor-management relationship;
- B. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
- C. Place in written form the Agreement upon rates of pay, the hours of work, and all other terms and conditions of employment agreed upon for the duration of this Agreement.
 - 1. **Union**: Local 2166, American Federation of State, County and Municipal Employees, Minnesota Council 65.
 - 2. **Employer**: County of Houston.
 - 3. **Employee**: A member of the exclusively recognized bargaining unit.
 - 4. **Base Rate of Pay**: The employee's hourly pay rate exclusive of longevity or any special allowance.
 - 5. **Compensatory Time**: Approved time off the employee's scheduled hours of work equal to one and one half (1 1/2) times the overtime hours assigned and worked.

ARTICLE II. **RECOGNITION**

- A. The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining in an appropriate unit composed of:

All employees of the County of Houston, Caledonia, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week, and who are not

seasonal employees as defined by Minnesota Statutes 179A.03, Subd. 14, excluding employees of the County Attorney's Office (except the Victim Services Coordinator), Highway Department (except clerical employees), County Extension Service (except clerical employees), essential employees of the Sheriff's Department (except clerical employees), and managerial-supervisory and confidential employees.

- B. The Employer agrees not to enter into any agreement individually or collectively with employees in this unit or with any other labor organization with regard to employees in this unit, which alters or conflicts with the terms and conditions of this Agreement.

ARTICLE III. EMPLOYER RIGHTS

- 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 establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- B. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate following written notification to the Union.
- C. Nothing herein shall be construed as a limitation on the right of the Employer to subcontract or otherwise provide for the provision of services performed in whole or in part by the members of the bargaining unit.

ARTICLE IV. UNION RIGHTS AND SECURITY

- A. The Employer shall deduct on a bi-weekly basis, in accordance with the dues deduction formula provided by AFSCME MN Council 65, dues from the wages of employees who authorize such a deduction in writing an amount necessary to cover the monthly dues. Such monies shall be remitted directly to AFSCME MN Council 65 along with a listing of employees from whom said deduction has been made.
- B. The union may designate employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice and changes in the position of steward. Stewards shall have the right to process grievances as established by **Article XX** (Grievance Procedures) and other duties and responsibilities as established by this Agreement.
- C. It is agreed that the Employer's obligation to provide for dues deduction and/or fair share

fee assessment shall continue for only the period of time that such deductions are non-negotiable and required by Public Employment Labor Relations Act (PELRA).

- D. The Employer shall make space available on the employee's bulletin board for the posting of Union notices and announcements. Notices which violate Houston County's policies shall not be posted.
- E. The Union agrees to indemnify and hold the Employer harmless against any claim, suit, order or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provision of this Article.
- F. Non-Employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify and receive approval from the employer's Department Head and provided that they do not interfere with the work of the employees. The Union agrees that there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines, or assessments, meetings, or other activities on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without prior approval of the Employer.
- G. The Employer and the Union shall each designate two (2) members to a labor-management cooperation committee, which shall meet quarterly to discuss matters of mutual concern.
- H. Employees elected or appointed by the Union to attend International, State or District conventions or conferences of the Union, which require an employee to be absent from duty, shall be granted an unpaid leave of absence.
- I. The Union agrees to represent all members of the unit fairly and without regard for Union membership or non-membership or other factor.

ARTICLE V.
EMPLOYMENT STATUS

- A. Personnel employed and scheduled for a normal work week of forty (40) hours shall be defined as regular full-time employees.
- B. Personnel employed and scheduled for a normal work week of less than forty (40) hours and more than fourteen (14) hours shall be defined as regular part-time employees.
- C. Personnel employed and scheduled to work on a casual or intermittent basis of fourteen (14) hours or less per week or less than sixty-seven (67) days per year, or in the case of students as defined in Minnesota Statutes 179A.03, Subd. 14, less than one hundred (100) days per year shall be defined as casual employees. Casual employees shall be paid at an

hourly rate only and shall not accrue any other benefits established by this Agreement.

ARTICLE VI.
PROBATIONARY PERIOD

- A. All non-exempt positions covered by this Agreement shall be subject to a probationary trial work period of six (6) months. This provision covers original appointments or reappointments to a job position, excluding promotional probationary periods.
- B. All exempt positions covered by this Agreement shall be subject to a probationary trial work period of twelve (12) months. This provision covers original appointments or reappointments to a job position, excluding promotional probationary periods.
- C. At any time during the probationary period, an employee may be terminated at the discretion of the Employer. Non-certification decisions are not subject to grievance/arbitration set forth in Article XX. Non-certification is defined as failing to gain non-probationary status.
- D. Employees shall, during the probationary period, earn sick leave and vacation as provided by **Article XII** and **XIII**. However, during the first six months of a probationary period, employees may not use vacation credits, nor may employees be paid for earned vacation if employment is terminated during a probationary period.

ARTICLE VII.
HOURS OF WORK

- A. The normal work day for regular full-time employees and part-time employees shall be eight (8) consecutive hours per day or ten (10) consecutive hours per day.
- B. The normal work week for regular full-time and part-time employees shall be five (5) eight hour normal work days or four (4) consecutive ten (10) hour normal work days during a calendar week.
- C. Notwithstanding the provisions of Article VII Sections A & B, the Employer and employee may, on occasion and by mutual agreement, deviate from the normal work week or work day. This does not restrict the Employer in changing the work schedule pursuant to the provisions of Article VII Section D.
- D. The Employer shall establish work schedules for regular full-time and part-time employees and shall post such schedules:
 - 1. During the scheduled work day, employees shall be allowed one half (1/2) hour unpaid lunch period.

2. During the scheduled work day, employees shall be allowed two (2) paid fifteen (15) minute rest periods, one (1) period in the morning and one (1) period in the afternoon, as designated by the Department Head.
 3. With prior agreement of his/her supervisor, an employee may occasionally combine the unpaid lunch period and one or both paid breaks into a one (1) hour break period.
- E. Permanent changes in posted work schedules shall be discussed with the affected employee(s) prior to its establishment.
- F. Nothing in this Agreement shall be construed as, and is not intended to be, a guarantee of any hour's work per normal work week or normal work day.
- G. Notwithstanding any other provision of this Agreement, employees classified as Custodian shall, because of the job classifications' unique and continuous job duties and responsibilities, be subject to the following conditions:
1. The normal work week shall average forty (40) hours during a seven (7) day calendar week.
 2. The normal starting and quitting time will vary based on physical plant needs and the scheduled use of the Courthouse.
 3. Weekend "building checks" shall be considered part of the normal work week and shall not be considered overtime or call back, as established by **Articles VIII and IX**.
 4. The opening and closing of the courthouse for night or weekend use shall be considered part of the normal work week and shall not be considered overtime or a call-back as established by **Articles VIII and IX**.
 5. In the event it is necessary for the Custodian to report at night or on a weekend to the Courthouse to perform maintenance which if not done would result in physical damage to the building or its contents, the employee shall be subject to the call-back provisions as established by **Articles VIII and IX**.
- H. **Exempt Employees**
 Exempt Employees are expected to perform their duties in a manner that is consistent with the standards of their respective department and/or program they oversee as set forth in applicable federal and State of Minnesota statutes and rules, the various County and departmental policies and their position descriptions. The work period for exempt employees shall normally consist of eighty (80) hours in a two week payroll period. Employees are responsible for managing and accounting for their work and may be required to regularly work in excess of their normal work day and/or eighty (80) hour payroll period. Exempt employees are required to document the hours they work.

ARTICLE VIII.
OVERTIME

- A. Hours assigned and worked by regular full-time and part-time non-exempt employees in excess of a normal work week, normal work day, or as a result of a call back, shall be compensated at the rate of one and one half (1 1/2) times the employee's hourly rate of pay.
- B. Notwithstanding the provisions of Article VIII Section A, non-exempt employees who have mutually agreed to flexible scheduling, as provided in Article VII Section C, shall receive overtime compensation for all hours worked in excess of forty (40) during the work week.

It is understood by the Employer and the Union that all overtime must be authorized in advance by the Employer.

- C. Non-exempt employees have the obligation to work overtime if scheduled by a Department Head, unless unusual circumstances prevent the employee from so working. Overtime shall be distributed as equally as practicable among employees within a department.
- D. Premium compensation earned as a result of working overtime may be taken in the form of a cash payment or in compensatory time off at the discretion of the employee, subject to the approval of the Department Head. In the event the non-exempt employee elects to take premium compensation in the form of compensatory time off, the employee must notify the Department Head at least two (2) calendar days in advance of the time when the employee wishes to take compensatory time off. If the Department Head denies the requested time off, the employee shall receive such compensatory time in cash payment in the next payroll period. Non-exempt employees who have an accumulated compensatory time balance, as of the end of the last payroll period, in any calendar year, will be paid their accrued balance, and/or, may carry over *up to* forty (40) from one year to the next.
- E. Non-exempt employees of Social Services required to be on call shall receive the following compensation:
 - 1. Social Work employees of the Houston County Human Services Department required to be on call to administer 24-hour services shall receive, as compensation, \$30.00 per day for each day they are designated as being on call. In addition to on-call pay, employees shall also receive time and a half premium pay for actual hours worked as a result of an on-call assignment with a minimum payment of one hour.
 - 2. Premium pay earned as a result of working on-call may be taken in the form of a cash payment or in compensatory time off, at the discretion of the employee,

subject to the approval of the Department Head.

3. Social Workers would be on-call on a rotation system.
 4. This schedule would be given to the Houston County Sheriff's Office for clarity regarding which worker is to be contacted each night, weekend and holiday.
 5. The Director and Supervisor would be available on an as needed basis for consultation and assistance to the social workers.
 6. If a social worker is unable to cover their on-call shift, it will be the social worker's responsibility to find a replacement and inform the social services support staff as well as the Sheriff's Office of the change.
 7. Social workers will be provided with at least 20 hours of basic on-call training to meet state mandates. This training shall be as needed each year thereafter.
 8. Social workers shall be provided with the equipment needed to perform on call duties. This equipment would include the use of long range pagers and/or cellular phones, as technology permits and locked attaché cases for the on-call workers.
 9. Periodic meetings will be held, as needed, with law enforcement officials to review the on-call policy.
- F. There shall be no pyramiding, compounding or other additions to any premium pay.
- G. Exempt Employees are not eligible to receive over-time pay except under the following circumstances.

Exempt Employees may receive overtime pay, upon the Board of Commissioners' declaration of natural disaster or other emergency status and a separate declaration specifically authorizing over-time payments. Additionally, all Employees must have their supervisor's written pre-authorization for all such over-time. Board declared overtime will be paid as straight time, calculated by the Employee's equivalent hourly rate based on a 2080 hour annual base salary rate for all hours worked in excess of eighty (80) hours in a two week payroll period. The occurrence of Board declared overtime shall be dictated by influences outside the control of the County and the Employee; for example, natural disaster, pandemic, or other emergency condition. For the purposes of this paragraph only this provision shall not be grievable/arbitrable under Article XX, of this Agreement.

ARTICLE IX.
CALL BACK

- A. Department Heads shall have the right to call employees back to work after the completion of or before the start of a scheduled work day or work week.
- B. The Employer shall pay a minimum of two (2) hours pay at the appropriate rate if an employee is called back to work at a time other than his normal scheduled shift. A call back shall not include an early start to a work shift or an extension of a work shift. Meetings or other scheduled work, except for emergencies, shall not qualify for call back.

ARTICLE X.
JOB VACANCIES, PROMOTIONS AND NEW HIRES

- A. The Employer is committed to hiring the most qualified candidate for county service. Whenever possible vacant or newly created positions shall be filled by transfer or promotion from among present employees. Prior to filling the vacancy, the Employer will give reasonable consideration to the senior qualified permanent employee who has applied for the position. The Employer has the right of final decision in selecting the applicant to fill a position based on qualifications, abilities and experience.
- B. All promotional opportunities shall be posted for seven (7) calendar days. The posting shall include job title, classification, rate of pay, description of duties, minimum qualifications and examinations required.
- C. When vacancies occur within the bargaining unit or when new positions are created within the bargaining unit notices of such vacancies or new positions shall be E-mailed to all employees in the bargaining unit and the Business Agent. Within seven (7) calendar days of the initial posting, any employee wishing to be considered for such vacancy or new position shall apply, in writing, to the Employer. All such applicants shall be given consideration for the position and may request an interview.
- D. An employee who is promoted to fill a vacancy or newly created position beginning with the first day of work in the new classification shall be paid at a rate commensurate with their education and experience. Promoted employees will advance to the next highest step in the new classification (at a minimum of 3% greater than their previous rate) and their anniversary date will remain unchanged.
- E. When a new bargaining unit employee is hired, the Union President and Business Agent shall be advised of the name and home address of the new employee, with the understanding that this information may only be used for official union purposes allowed by law. A Union representative will be allowed up to thirty (30) minutes of paid time during the new employee orientation to make a presentation to represented employees. The Employer will notify the Local Union President, Vice President, and

Secretary/Treasurer of the new employees(s), their position, the date, time, and location of the scheduled orientation session; however, only one (1) union officer shall be allowed to attend.

ARTICLE XI.
JOB CLASSIFICATION AND SALARY

- A. Employees assigned to job classifications covered by this Agreement shall be paid in accordance with the wage grids attached hereto and made a part of this Agreement. Part-time employees shall be paid on a pro-rata basis according to the actual number of hours worked.
- B. Employees newly hired or rehired after January 1, 1982, shall be paid no higher than the step 4 of their classification beginning with the first day of work, and shall advance through the increments provided by the wage scale. Anniversary dates will remain unchanged for employees who are reclassified.
- C. Employees who work less than full time move toward the base rate when their actual hours equal the number of hours a full-time employee would work before moving to that increment.
- D. Full-time employees who are assigned to a part-time status shall be compensated at the rate of their full-time job classification monthly salary prior to the change.
- E. Employees must use a County vehicle when one is available. Employees required to use their personal vehicle in the performance of assigned duties for the Employer shall receive the mileage reimbursement rate equal to the prevailing Federal rate, as established by the U. S. General Services Administration (GSA).

Additionally, the employee will be reimbursed at the applicable lower GSA rates for personal vehicle usage when a County vehicle is available within their respective department and:

- An employee who chooses to use his/her personal vehicle;
- If the employee has reserved a County vehicle and then chooses to use his/her vehicle; and
- The employee chooses to use his/her personal motorcycle
- See: www.gsa.gov/mileage

(http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=9646&contentType=GSA_BASIC)

- F. The Employer shall pay:
 - Recycling Coordinators an annual clothing allowance of \$200.00 per year.
 - The current Assistant Surveyor an annual clothing allowance equal to the individual employee amount received by the Highway Department Unionized

employees. Assistant Surveyors hired after the date of this Agreement shall receive an annual clothing allowance of \$100.00 per year.

- Maintenance and Custodial employees an annual clothing allowance of \$100.00 per year.
- Sheriff's Office Administrative Tech Clerks and Emergency Manager an annual clothing allowance of \$100.00 per year.

This provision shall be pro-rated for part-time employees.

G. The County shall pay the actual cost not to exceed the following amounts when business is conducted outside the County:

Breakfast	\$10.00
Lunch	\$11.00
Dinner	\$15.00

To be eligible for breakfast, the employee must need to leave prior to 6:00 A.M. To be eligible for dinner allowance, the representative must be unable to reach home prior to 6:00 P.M. Receipts are required for meals.

When an employee is eligible to receive reimbursement for all three meals, the County shall pay the actual cost of receipted meal expenses, when business is conducted outside of the County, not to exceed a total of thirty-six dollars (\$36.00) per day.

H. Members of this Bargaining Unit shall not receive less of a Cost of Living Adjustment or receive a greater delay in Employee step progression than any other Houston County Employee Group during the term of this Agreement.

ARTICLE XII.
SICK LEAVE

A. Full-time employees shall be credited with 3.70 hours of sick leave for each pay period worked to a maximum accumulation of nine hundred sixty (960) hours.

B. Accumulated sick leave may be approved for absences for the following reasons:

1. Because of illness or injury which prevents the employee from performing job duties and responsibilities.
2. Because of medical or dental care which cannot be scheduled at a time other than during the employee's normal work day.
3. Pursuant to MN Statute 181.9413 (a) an employee may use personal sick-leave for absences due to an illness of or injury to the employee's child, spouse, sibling,

parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. Additionally, an employee may use sick-leave as set forth in this article for absences due to the illness or injury of an employee's step-child, step-grandparent, daughter-in-law, son-in-law or other person living as a bona-fide, contributing member of the employee's household who is considered part of the family unit and not a tenant, renter, or boarder.

4. Pursuant to MN Statute 181.9413 (b), an employee may use sick leave for safety leave for reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described above. Safety leave is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.
 5. Disabilities caused by or contributed to pregnancy, miscarriage, abortion, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and may be treated as any other illness in connection with employment.
 6. For absences due to the illness of the regular caregiver for an employee's child for reasonable periods as necessary to make other arrangements to provide care for the employee's child.
- C. Sick leave usage shall be subject to approval and verification by the Employer. The Employer reserves the right to request medical verification from the employee at the employer's expense in the event of an absence of three (3) days or more or in the case of repeated or systematic absence of an employee. In the case of an extended illness or injury the County may require, at its expense, written medical verification that an employee is able to perform the duties of employment before the employee is allowed to return to work.
- D. Employees who are ill or injured for a period of time, which exceeds their accumulated sick leave, may request an unpaid leave of absence in accordance with the provisions of **Article XVI** (Leave of Absence).
- E. Misuse of sick leave shall be just cause for:
1. The non-payment of the sick leave benefit; and/or
 2. Disciplinary action as provided by **Article XVIII** (Discipline and Discharge).
- F. Employees unable to report for their normal work day because of reasons established by this Article shall notify their Department Head of the absence, reason for absence, and the expected duration of the absence. Employees failing to do so may be subject to disciplinary action.

- G. Part-time employees shall earn pro-rata sick leave benefits based on the number of hours normally worked during a calendar month.
- H. Non- Exempt employees shall take sick-leave in one quarter (1/4) hour increments. Exempt Employees shall take sick-leave in one (1) hour increments. Sick leave cannot be granted prior to its accrual.
- I. Employees who are unable to work due to a serious illness or injury of themselves or an immediate family member and have exhausted all of their sick leave, comp-time and all but 3 days of their vacation leave are eligible to request donation of vacation hours from other employees. Qualifying employees individual leave accruals and comp-time banks will be tolled prior to tolling donated vacation hours. The donated hours shall be paid at the receiving donee employee's hourly rate of pay.

Employees may donate up to thirty-two (32) hours of their vacation accrual per calendar year. Upon return to work, all donated leave shall be used prior to the donee employee utilizing any subsequently accrued sick leave. In the event of the donee's separation from employment, unused donated hours shall have no cash value to the donee. In the event donated hours cannot be used by a recipient employee, in accordance with this article, donated hours shall be returned to the donor employee's accrual balance.

ARTICLE XIII.
VACATIONS

- A. Full time Employees shall earn paid vacation based on years of continuous service with the Employer in Accordance with the following schedule:

From the start of employment through the first (1st) year of continuous employment at the rate of 10 days per year, or 3.08 hours per pay period.
From the start of the second year through the end of the fifth year continuous employment at the rate of 12 days per year, or 3.70 hours per pay period.

From the start of the sixth year through the end of the tenth year continuous employment at the rate of 14 days per year, or 4.31 hours per pay period.

From the start of the eleventh year through the end of the fifteenth year continuous employment at the rate of 16 days per year, or 4.93 hours per pay period.

From the start of the sixteenth year through the end of the twentieth year continuous employment at the rate of 18 days per year, or 5.54 hours per pay period.

From the start of the twenty-first year through the end of the twenty-fifth

year of continuous employment, at the rate of 20 days per year, or 6.16 hours per pay period.

From the start of the twenty-sixth year of continuous employment and thereafter, at the rate of 22 days per year or 6.76 hours per pay period.

- B. Two (2) years earned vacation days may be carried over from one year to the next. Employees having accumulated two (2) years earned vacation shall be allowed to accrue additional hours for use during the calendar year, but shall reduce those hours to two years accumulation by the end of the last payroll period within the calendar year; and employees who resign or retire must have their vacation accrual reduced to the two (2) year accumulated maximum, at the time of retirement or resignation, or forfeit those hours accumulated over the two (2) year maximum. Discharge for cause, however, will result in forfeiture of all hours accumulated in excess of the two (2) year accumulated maximum.
- C. 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, unless the employee cannot be scheduled for an approved vacation by the Department Head. However, an employee who is not working due to illness or injury and has exhausted his/her sick leave, he/she may be permitted to draw his/her earned vacation pay.
- D. Upon separation from employment, employees shall be paid for earned vacation credits, except where separation is discharge for just cause as provided by **Article XVIII** (Discipline and Discharge).
- E. In all cases, vacation shall be subject to the needs and service obligations of the Department. In establishing vacation schedules, employees shall schedule a vacation period by seniority. Two (2) employees in the same job classification may be scheduled for a similar vacation period only with the approval of the Department Head.
- F. Part-time employees shall earn pro-rata vacation benefit based on the number of hours worked during a calendar month.
- F. Non-exempt employees shall take all vacation time in minimums of one quarter (1/4) hour increments. Exempt employees shall take all vacation time in minimum increments of four (4) hours. Exempt employees may flex their work hours during a pay period. Additionally, when circumstances exist that make it impossible to flex their hours during the same pay period, exempt Employees may flex their time during the next immediate pay period.
- H. Vacation time cannot be granted prior to its accrual.

ARTICLE XIV. **HOLIDAYS**

- A. Twelve (12) days during the work year shall be considered paid holidays for full-time

employees.

- B. The twelve (12) holidays shall be observed as follows:
- | | | |
|-------------------------------|----|---|
| New Year's Day | -- | January 1 |
| Martin Luther King Jr. Day | -- | Third Monday in January |
| President's Day | -- | Third Monday in February |
| Spring Holiday | -- | First Friday following the first full moon after the spring equinox |
| Memorial Day | -- | Last Monday in May |
| Independence Day | -- | July 4th |
| Labor Day | -- | First Monday in September |
| Veteran's Day | -- | November 11th |
| Thanksgiving Day | -- | Fourth Thursday in November |
| Friday after Thanksgiving Day | | |
| Christmas Eve | -- | December 24th |
| Christmas Day | -- | December 25th |
- C. In the event that New Year's Day, Independence Day, Veteran's Day, Christmas Eve, or Christmas Day falls on a Sunday, the following Monday shall be observed as the holiday; in the event that these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. When Christmas Eve falls on a Friday the preceding Thursday will be observed as a holiday.
- D. To be eligible for holiday pay, employees must have worked their last scheduled work day before the holiday and their first scheduled work day following the holiday, unless the absence is approved by the employee's Department Head.
- E. Holidays which occur during an employee's scheduled vacation shall be considered a paid holiday and the employee shall not be charged for vacation on that day.
- F. All employees required to work on any of the holidays specified by this Article shall be paid at the rate of one and one half (1 1/2) times the employee's base pay for all hours worked.

ARTICLE XV. SEPARATION

- A. Employees shall be considered separated from employment with the Employer based on the following actions:
1. **Resignation:** Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of resignation. Failure to give such notice may result in the forfeiture of all earned vacation. In the event of unusual circumstances beyond the employee's control, the Employer shall waive the fourteen (14) calendar day notice.

2. **Absence from Work**: Employees absent from work without approved absence as provided by **Articles XII, XIII, and XVI** (Sick Leave, Vacation, or Leaves of Absence) may be subject to disciplinary action as provided by **Article XVIII** (Discipline and Discharge).
 3. **Discharge**: Employees may be discharged for just cause as provided by **Article XVIII** (Discipline and Discharge).
- B. Employees separation from employment, except for discharge or termination during trial work period, shall be compensated for all accumulated unused sick leave up to the accumulated maximum at the time of separation, or to the employee's estate in event of death, at the rate of fifty (50%) percent to a maximum of fifty (50) days/four hundred (400) hours. Such payment upon separation will be deposited in the post-employment health care savings plan (PEHCSP) created for each represented employee. An employee must have been employed for a period of five (5) years to qualify for the above provision, except that an employee who has been laid off may qualify for the above provision upon layoff, regardless of years of service.

ARTICLE XVI. **LEAVES OF ABSENCE**

- A. In the event it is necessary for an employee, for other than emergency reasons, to be absent from work for personal reasons, a written request for an unpaid leave of absence must be made at least fourteen (14) days prior to the effective date of the leave of absence.
- B. Requested leaves of absence will be granted only when such leave would not affect the services provided by the Employer, is recommended by the employee's Department Head, and is approved by the Board of Commissioners. The approval or denial of an unpaid leave of absence remains solely with the Board of Commissioners.
- C. Employees who are absent from work without an approved leave of absence may be subject to discipline as provided by **Article XVIII** (Discipline and Discharge).
- D. Regular full-time and part-time employees shall be granted a leave of absence with pay any time they are required to report for jury duty. The compensation payable to such employee shall be the difference between their regular compensation and per diem received for such jury duty.
- E. Full-time employees shall be granted bereavement leave up to a maximum of three (3) business days for a death in the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, mother, father, grandparents, step grandparent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law,

aunt, uncle, niece, nephew, grandchildren, step children, step grandchildren and the mother, father, brother, sister, aunt, uncle or grandparents or step grandparent of the employee's spouse or a person living in a bona fide contributing member that is considered part of the family unit and not a tenant, renter or boarder.

Part-time employees shall receive this benefit on a prorated basis, based on their full-time equivalency (FTE).

- F. At the request of a licensed physician, employees who have exhausted all sick leave benefits shall be granted a leave of absence not to exceed six (6) months, such leave may be extended at the discretion of the Employer.
- G. Union business and military leaves shall be granted in accordance with State and Federal Statute or rules and regulations promulgated there under which have the force and effect of law.
- H. Employees regularly scheduled to work twenty (20) or more hours per week and who have worked for the County for at least twelve (12) months shall be eligible for benefits provided for by the Federal Family Medical Leave Act (FMLA), a summary of which is attached to this agreement as Appendix E. In the event that the Family and Medical Leave Act is repealed by Congress, the County shall continue to provide employee benefits afforded by said act, at the time of repeal, through the duration of this contract.
- I. Voluntary Furlough: Upon written request to the Department Head, an employee shall be granted up to forty (40) hours of leave without pay per calendar year with no loss of benefits. Such request shall be granted but will be scheduled by mutual agreement of the Employee and Department Head in blocks of one (1) hour or more.

ARTICLE XVII.
SENIORITY

- A. Seniority standing shall be granted to all employees covered by this Agreement, and such standing shall be determined on the basis of total length of continuous employment with the Employer. Employees shall be placed on the seniority list as of their first day of employment upon completion of the probationary period.
- B. Seniority rights and standing shall be determined on a departmental basis.
- C. The Employer shall maintain a seniority list of all employees covered by this Agreement, a copy of which shall be made available to the Union.
- D. Seniority shall terminate when an employee is separated from employment as provided by **Article XV** (Separation).
- E. Seniority shall not accrue during a period of unpaid leave of absence of more than thirty

(30) calendar days.

- F. Employees may be laid off to meet the needs of the Employer by department. In the event a layoff is necessary, the work force shall be reduced by seniority, ability to perform available work, and job classification. Employees will be recalled to work by seniority, ability to perform work, and job classification. Employees notified to return to work must return within five (5) calendar days of notification in order to retain recall rights. Employees not recalled within twenty-four (24) months after layoff will have no recall rights.

ARTICLE XVIII.
DISCIPLINE AND DISCHARGE

- A. The Employer shall have the right to impose disciplinary action on employees for just cause.
- B. Disciplinary actions by the Employer may include any of the following actions based on the severity of the cause:
1. Oral Reprimand
 2. Written Reprimand
 3. Suspension
 4. Demotion
 5. Discharge

Disciplinary action should generally be progressive; provided, however, that the Employer shall have the right to suspend, demote or discharge an employee for cause of major significance without first giving oral or written reprimand.

- C. Employees who are subject to a written reprimand, suspension, demotion or discharge may grieve such action through the grievance procedure of **Article XX** (Grievance Procedure), provided that if no appeal is made of such disciplinary action within fifteen (15) calendar days of its occurrence, this right is waived.
- D. The Employer shall not discharge a permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee and the Union shall be notified, in writing, that the employee is to be discharged and shall be furnished the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting upon request. The right to request such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the

time between the notice of discharge and the expiration of the meeting.

ARTICLE XIX.
INSURANCE

A. The Employer shall maintain a hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier. Changes in the benefit level of the hospital medical insurance program will be negotiated with the Union.

1. Effective January 1, 2021, the single coverage contribution by the \$3,500 CDHP shall be 95% of the single plan premium.

Part-time employees, who work more than 20 hours per week, will receive a prorated contribution based on their full-time equivalency.

2. Employees may elect individually to enroll for dependent coverage of the hospital and medical program as established by this **Article XIX.A**

Effective January 1, 2021, the family and dependent coverage contribution by the County for the \$7,000 CDHP shall be 85% of the family plan premium.

This contribution shall not be less for this bargaining unit than any other bargaining unit during the term of this Agreement. Employees hired prior to April 1, 1986 who elect not to enroll in dependent coverage shall receive the equivalent cost of dependent coverage up to \$112.00 per month. This payment in lieu of dependent insurance shall not increase the employee's base salary. Employees hired after April 1, 1986, are not eligible to receive a payment instead of dependent health insurance.

3. In addition to the County's monthly premium contribution, qualified employees electing a single or family CDHP shall receive County contributions into a VEBA or HSA HealthCare savings account as follows: (subject to the federal Internal Revenue Code rules and regulations)

Employees selecting CDHP single or dependent/family coverage shall receive a County contribution of fifty percent (50%) of the deductible made in four equal installments payable in January, April, July, and October in conjunction with the 1st pay period of each listed month.

B. The Employer shall provide a term life insurance program subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier:

1. The term life insurance program shall provide a \$10,000 death benefit for all full-time employees.
 2. Employer shall pay the full cost of the monthly premium cost of the term life insurance program as established in this **Article XIX.B**, for each month or portion of a month worked.
- C. Part-time employees shall be eligible for insurance benefits and shall have pro-rata contributions made by the Employer, based on the normal hours worked during a calendar month.
- D. The Employer agrees to post a notice of premium increases as soon as that information is available.

ARTICLE XX.
GRIEVANCE PROCEDURE

- A. Grievance shall mean a dispute or disagreement as to the interpretation or application of any term of the contract required under Minnesota Statute 179A. This Agreement shall be considered such a contract.
- B. The Employer shall recognize stewards designated by the Union as the grievance representatives of the bargaining unit, having the duty and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such stewards and of their successors when so designated.
- C. 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's duties and responsibilities. The aggrieved employee and the Union Steward shall be allowed reasonable 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 Steward have notified and received the approval of the Department Head, who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- D. **Procedure.** Grievances as defined by **Article XX.A** shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a grievance shall, within fifteen (15) calendar days after such alleged violation has occurred, or knowledge of such violation, through the use of reasonable diligence, present such grievance to the employee's Department Head. The Department Head and the grieving employee shall meet and discuss the grievance.

Within ten (10) working days, the Department Head shall respond in writing to the employee. 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 of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the date when the Department Head's answer is due 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 the grievance is not resolved at Step 1 of the grievance procedure, the parties shall submit the matter to mediation with the Bureau of Mediation Services, within 10 business days. If the Mediator declares an impasse in the matter, the grievance may be appealed to Step 3 within 10 business days of the Mediator's declaration of impasse.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the Board within thirty (30) calendar days from the date the Step 3 appeal was received by the Board. The Chairman of the Board shall give the Employer's Step 3 answer in writing to the Union within ten (10) business days following the meeting with the Board and the Union.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

E. **Arbitrator's Authority.**

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 not so submitted.
2. The arbitrator shall be without power to make any 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 twenty (20) calendar days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision of the arbitrator shall be binding on both parties, and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts presented.
3. The fees and expenses of 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.

- F. **Waiver**. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.
- 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 probationary period, the grievance may be appealed to either Step 4 or **Article XX**, the Grievance Procedure, or a procedure such as: Merit System, Veteran's Preference or Human Rights. If appealed to any other procedure other than Step 4 of **Article XX**, the grievance is not subject to arbitration procedure as provided in Step 4 of **Article XX**. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of **Article XX** or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of **Article XX**.

ARTICLE XXI. SEVERABILITY

- A. In the event that any provision(s) of this Agreement is declared by proper legislative, administrative or judicial authority from whose finding, determination or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- B. The parties shall, upon written notice, enter into negotiations to place the voided provisions of the Agreement in compliance with the legislative, administrative or judicial compliance.

ARTICLE XXII. WAIVER

- A. The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings of the parties after the exercise of this right are fully and

completely set forth in this Agreement.

- B. Therefore, the Employer and the Union, for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment, whether specifically covered by this Agreement; provided, however, that the Employer and the Union may mutually agree to amend provisions of this Agreement.
- C. Any and all previous agreements, resolutions, practices, policies and rules or regulations regarding the terms and conditions of employment of employees covered by this Agreement, to the extent they are inconsistent with this Agreement, are hereby superseded.

ARTICLE XXIII.
DURATION AND PLEDGE

- A. This Agreement shall become effective on January 1, 2021, and shall remain in effect through December 31, 2021, and continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.
- B. Either party desiring to change this Agreement must notify the other in writing at least sixty (60) calendar days prior to the expiration date specified in **Article XXIII.A**. When notice is given for the desire to negotiate changes, the nature of such changes shall be specified in the notice. Until a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.
- C. In consideration of the terms and conditions of employment established by this Agreement and the recognition that the grievance procedure herein is established as the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:
 - 1. The Union, its officers and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment during the term of this Agreement.
 - 2. The Employer shall not engage in a lockout of the employees during the term of this Agreement.

SIGNATURE PAGE TO FOLLOW

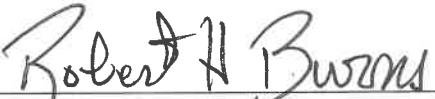
Agreed to this 24th day of May, 2021, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representatives for the Employer and the Union.

FOR THE EMPLOYER

FOR THE UNION

Date: May 24, 2021

Date: May 31, 2021


Robert Burns, County Board Chair


Max Forrester, AFSCME Labor Representative


Theresa Arrick-Kruger, HR Director


Jennifer Daley-Oakes, Local #2166 President

Approved as to Form and Execution:

Date: May 26, 2021


Samuel Jandt, County Attorney

APPENDIX “A”
MEMO OF UNDERSTANDING

The Employer recognizes that no employee should be subject to sexual harassment. Reference to sexual harassment includes any unwanted sexual attention. Employees deeming themselves the victims of sexual harassment are referred to Chapter 363 of the Laws of Minnesota, entitled "Department of Human Rights" and to the remedies pursuant to the grievance procedures set forth in Article XX. A copy of this memorandum shall be posted in all work areas.

APPENDIX “B”
Summary of the Family and Medical Leave Act of 1993
(FMLA)

**Family and Medical Leave Act
Overview**

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
 - the birth of a child and to care for the newborn child within one year of birth; the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - to care for the employee’s spouse, child or parent who has a serious health condition; a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty;”

or

- Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member’s spouse, son, daughter, parent, or next of kin (military caregiver leave).

Under certain conditions, FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and regulations, for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an employee.

Appendix B is intended as a brief summary of your entitlements and responsibilities under the FMLA. For further information please contact the Personnel Department or visit the United States Department of Labor website at: <http://www.dol.gov/whd/fmla/>

**APPENDIX “C”
NON-EXEMPT & EXEMPT PAY GRIDS**

Wage and Salary Grids effective January 1, 2021

A12-2	Asst Custodian II	\$ 15.62	\$ 16.33	\$ 17.08	\$ 17.86	\$ 18.78				
A13	(Vacant)	\$ 15.76	\$ 16.44	\$ 17.20	\$ 18.03	\$ 18.85				
B21	Tech Clerk I	\$ 16.99	\$ 17.78	\$ 18.60	\$ 19.47	\$ 20.38				
B21	Admin Asst Sheriff	\$ 16.99	\$ 17.78	\$ 18.60	\$ 19.47	\$ 20.38				
B22	Office Support Specialist	\$ 17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19				
B22	Environmental Svc Clk	\$ 17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19				
B22	Teck Clerk II	\$ 17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19				
B22	Appraiser Trainee	\$ 17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19				
B22	Accounting Clerk - Hwy	\$ 17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19				
B22	Case Aide I - HS	\$ 17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19				
B22-2	Building Maintenance Specialist	\$ 17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19				
B23	Accounting Clerk - PH&HS	\$ 20.17	\$ 21.05	\$ 22.06	\$ 23.11	\$ 24.19				
B23	Chief Deputy Recorder	\$ 20.17	\$ 21.05	\$ 22.06	\$ 23.11	\$ 24.19				
B23	Collections Officer	\$ 20.17	\$ 21.05	\$ 22.06	\$ 23.11	\$ 24.19				
B23	Planning/Zoning Tech	\$ 20.17	\$ 21.05	\$ 22.06	\$ 23.11	\$ 24.19				
B23	Recycling Center Lead	\$ 20.17	\$ 21.05	\$ 22.06	\$ 23.11	\$ 24.19				
B23	Certified MN Appraiser	\$ 20.17	\$ 21.05	\$ 22.06	\$ 23.11	\$ 24.19				
B24	Certified MN Appraiser - Income	\$ 21.00	\$ 21.97	\$ 23.01	\$ 24.11	\$ 25.28				
B24	Eligibility Worker	\$ 21.00	\$ 21.97	\$ 23.01	\$ 24.11	\$ 25.28				
B24	Collections Officer	\$ 21.00	\$ 21.97	\$ 23.01	\$ 24.11	\$ 25.28				
B24	Child Support Officer	\$ 21.00	\$ 21.97	\$ 23.01	\$ 24.11	\$ 25.28				
B24	Environmental Specialist	\$ 21.00	\$ 21.97	\$ 23.01	\$ 24.11	\$ 25.28				
B24	Victim Services Coordinator	\$ 21.00	\$ 21.97	\$ 23.01	\$ 24.11	\$ 25.28				
B24-2	Asst. Surveyor	\$ 22.00	\$ 23.04	\$ 24.13	\$ 25.29	\$ 26.47				
B25	Solid Waste Coordinator	\$ 22.00	\$ 23.04	\$ 24.13	\$ 25.29	\$ 26.47				
B25	Accredited MN Appraiser	\$ 22.00	\$ 23.04	\$ 24.13	\$ 25.29	\$ 26.47				
C41	Social Worker	\$ 23.01	\$ 24.11	\$ 25.26	\$ 26.44	\$ 27.71				
C41	Social Worker (CPS)	\$ 23.01	\$ 24.11	\$ 25.26	\$ 26.44	\$ 27.71				
C41-2	Building Maintenance Foreman	\$ 23.01	\$ 24.11	\$ 25.26	\$ 26.44	\$ 27.71				
BANDING	POSITION	Step 1 2080 Hours	Step 2 2080 Hours	Step 3 2080 Hours	Step 4 2080 Hours	Step 5 2080 Hours	Step 6 2080 Hours	Step 7 2080 Hours	Step 8 2080 Hours	Step 9 2080 Hours
Exempt Classifications										
C41	(Vacant)	\$ 23.98	\$ 24.92	\$ 25.80	\$ 26.73	\$ 27.64	\$ 28.56	\$ 29.51	\$ 30.50	\$ 31.53
C42	Health Educator	\$ 25.28	\$ 26.25	\$ 27.30	\$ 28.32	\$ 29.35	\$ 30.41	\$ 31.37	\$ 32.43	\$ 33.54
C42	WIC Peer Counselor Coordinator**	\$ 25.28	\$ 26.25	\$ 27.30	\$ 28.32	\$ 29.35	\$ 30.41	\$ 31.37	\$ 32.43	\$ 33.54
C42	Lead Social Worker	\$ 25.28	\$ 26.25	\$ 27.30	\$ 28.32	\$ 29.35	\$ 30.41	\$ 31.37	\$ 32.43	\$ 33.54
C43	Economic Development Coordinator	\$ 26.66	\$ 27.68	\$ 28.70	\$ 29.73	\$ 30.79	\$ 31.79	\$ 32.89	\$ 34.01	\$ 35.14
C44	Emergency Mgmt. Coordinator	\$ 27.39	\$ 28.48	\$ 29.51	\$ 30.57	\$ 31.63	\$ 32.73	\$ 33.82	\$ 34.98	\$ 36.16

APPENDIX “D”

**LETTER OF AGREEMENT
RE: AFSCME EMPLOYEES SUBJECT TO
RANDOM DRUG and ALCOHOL TESTING**

WHEREAS, the County of Houston (hereinafter, “County”) and Local Union #2166 of the American Federation of State, County and Municipal Employees, AFL-CIO, Council 65 (hereinafter, “Union”) are parties to a Collective Bargaining Agreement; and

WHEREAS, during the course of negotiations for the Collective Bargaining Agreement, Houston County’s Alcohol and Drug Policy (H C Policy No. 9.28) and its applicability to Union employees was discussed; and

WHEREAS, the County and the Union reached agreement regarding applicability of the policy;

NOW, THEREFORE, BE IT RESOLVED, THAT, the County and the Union agree that Union employees subject to random drug and alcohol testing under the County’s Alcohol and Drug Policy are limited to those individuals whose primary job responsibility is building maintenance duties; and

BE IT FURTHER RESOLVED, THAT, the County and the Union agree that no other Union employees are subject to random drug and alcohol testing under the County’s Alcohol and Drug Policy without further negotiations between the Parties.

FOR THE COUNTY:

FOR THE UNION:

/S/

/S/

Date

Date

Date

Date

APPENDIX “E”

MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF HOUSTON

And

AFSCME COUNCIL 65

Children’s Services Lead Social Worker On-Call

This Memorandum of Understanding is entered into between the County of Houston (hereafter “County”) and AFSCME Council 65 (hereafter “Union”).

WHEREAS, the County and the Union are parties to a collective bargaining agreement;

WHEREAS, the County of Houston’s Children’s Services Lead Social Worker rotates on-call duties as part of the position’s case load;

WHEREAS, Minn. Admin. R. 9560.0232, Subpart 1. Service availability, provides that *local agency shall ensure that child protective services are available on a 24 hour basis to respond to reports alleging imminent danger*; and

WHEREAS, Minn. Admin. R. 9560.0232, Subpart 3. *Staffing, provides that local agency shall have sufficient staff to perform its duties under parts 9560.0216 to 9560.0234 and shall assign individual responsibility for notifying law enforcement under part 9560.0216; and for the emergency placement of children.*

NOW, THEREFORE, the parties hereto agree as follows:

1. The County shall compensate the Children’s Services Lead Social Worker \$84.23 per payroll period effective September 4, 2017;
2. The on-call salary increase will be adjusted for increases or decreases in the number of on – call Child Protection Social Workers as this change would alter the on call rotation obligations of the Children’s Services Lead Social Worker;
3. This Memorandum of Understanding shall be effective September 5, 2017. In the event the Children’s Services Lead Social Worker no longer serves on-call duties or in the event, this Memorandum of Understanding shall expire;
4. This Memorandum of Understanding shall not constitute a precedent with regard to any subsequent negotiations or matters between the parties; and
5. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

SIGNATURE PAGE TO FOLLOW

FOR THE UNION:

/S/
Mary Scoon, AFSCME Business Agent

Date: 10/11/17

/S/
Diane Schultz, AFSCME Local President

Date: 10/11/17

FOR THE COUNTY:

/S/
Jack Miller, Board Chair

Date: 10/17/17

/S/
Theresa Arrick-Kruger, HR Director

Date: 10/17/17