



Board of County Commissioners Agenda Request

5B2

Agenda Item #

Requested Meeting Date: October 11, 2016

Title of Item: Ratify AFSCME Courthouse and AFSCME H&HS Agreements



REGULAR AGENDA



CONSENT AGENDA



INFORMATION ONLY

Action Requested:



Approve/Deny Motion



Adopt Resolution (attach draft)



Direction Requested



Discussion Item



Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by:

Patrick Wussow

Department:

Administration

Presenter (Name and Title):

Patrick Wussow, Interim County Administrator

Estimated Time Needed:

Summary of Issue:

On Monday the AFSCME Units will be voting on proposed 2017 & 2018 agreements. If the members approve the contracts we will get the agreements to the Commissioners right away for review, and ask for ratification at Tuesday's meeting.

If the members do not approve the contracts, staff will ask to have the request for ratification removed from the agenda.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Ratify the AFSCME Courthouse and AFSCME Health & Human Services Agreements.

Financial Impact:

Is there a cost associated with this request?



Yes



No

What is the total cost, with tax and shipping? \$

Is this budgeted?



Yes



No

Please Explain:

Tentative Agreements

AFSCME Courthouse Unit and Aitkin County

September 28, 2016

(Redlined Agreement attached)

(1)

ARTICLE 19

DURATION OF AGREEMENT

Two year agreement.

This Agreement shall continue in full force and effect from January 1, ~~2015~~ 2017 until December 31, ~~2016~~ 2018 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.

(2)

ARTICLE 8

VACATIONS, Section A, 3rd Paragraph

Permanent part-time employees shall be entitled to vacation pay on a pro-rated basis up to a total of 40 hours. 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.

(3)

ARTICLE 11

LEAVES OF ABSENCE, Section A, Subd. 2, Personal Leave

~~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 be granted on a pro-rated basis.~~

Full-time (probationary and non-probationary) employees shall be granted 8 hours of personal leave each quarter, and may accumulate up to 32 hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death.

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.

(4)

ARTICLE 11

LEAVES OF ABSENCE, Section B, Subd. 5

Subd. 5. The probationary period shall be extended by a period of time equal to the total number of ~~duty~~ calendar days on leave.

(5)

CHRISTMAS EVE MOA

As part of the total 2 year package, employer will agree to a Christmas Eve MOA for 2017 and 2018 providing 8 hours pay on Christmas Eve. If the employee is required to work on that day, they can take a different day off with pay, as approved by their department head.

(6)

ARTICLE 15

INSURANCE

1/1/2017 – 12/31/2018, employer to draft modified health insurance language.

Concept:

	<u>EE Premium</u>	<u>ER HSA Contribution</u>
Single	\$0	\$2260/yr
S+1	\$150/mo	\$3260/yr
Family	\$300/mo	\$3260/yr

Waiver \$2760/year, under review, contingent upon approval by attorney Darcy Hitesman.

Change HSA quarterly contributions to be prorated by the pay period. Employer will draft modified language.

(7)

Article 15, Section C

Purpose: Clarify its "full-time" (not part-time) employees who are eligible.

Section C. Full-time ~~E~~mployees 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.

(8)

ARTICLE 17

WAGE ADMINISTRATION

1/1/2017 3.0% General Adjustment, no step.

1/1/2017 \$575.00 one-time lump sum payment to all full-time employees who have 15 or more years of service with Aitkin County (as of 12/31/16). *This is taxable income.

1/1/2018 0% General Adjustment, plus step for eligible employees up to the scale maximum.

1/1/2018 \$575.00 one-time lump sum payment to all full-time employees who have 15 or more years of service with Aitkin County (as of 12/31/17). *This is taxable income.

Employer will update CBA wage article as applicable.

(9)

ARTICLE 16

Employer will agree to cap at 134 days per calendar year for individuals or students. Employer will update language.

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, up to one hundred thirty four (134) days per calendar year. 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 Appendix B. C. Seasonal employees will not displace permanent full time employees from their usual and customary work. D. Seasonal employees receive no benefits.

(10)

Article 8, Section D, first sentence.

An employee may accumulate vacation hours up to a maximum of ~~24 days (192 hours)~~ (28 days) 224 hours.

(11)

Miscellaneous

1. Near conclusion of negotiations, update the table of contents, page numbers, job titles, job classification and grades, seniority list, wage scales, and/or other appendices as needed. i.e. Deputy Recorder and Utility Maintenance Custodian = Grade 4 (not Grade 3).
2. Sunset PTO MOA
3. Sunset current Christmas Eve MOA; create new Christmas Eve MOA. See Union #1
4. Sunset Health Insurance MOA; incorporate new health insurance language.
5. Sunset Joe Voller Lateral Transfer MOA
6. Retain Terry Amerhein Sick Leave Bank MOA
7. Sunset Sally Huhta Additional Duty Pay MOA
8. Reminder only of employer designated representatives under the grievance procedure:
Step 1, department head or designee. Step 2, HR Director. Step 3, County Administrator.
Employee must clearly state that the discussion being held is one concerning a grievance.

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, 2017 - DECEMBER 31, 2018

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2015 - 2016 AFSCME COURTHOUSE AGREEMENT

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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 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

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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 up to a total of 40 hours. 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 28 days (224 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.

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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. Seasonal and temporary employees are not eligible for sick leave pay.

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; 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

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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 "B-" 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 eight (8) hours of personal leave each quarter, and may accumulate up to 32 hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death.

Deleted: Personal leave days shall 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

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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. 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. 4. 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. 5. The probationary period shall be extended by a period of time equal to the total number of calendar 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.

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

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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 12, Section A, above.

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.

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.

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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

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.

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

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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. Group Health Insurance and HSA

The Employer agrees to offer a Group Health Insurance plan 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:

<u>HSA Compatible Plan</u>	<u>Employer's Share of the Premium per month</u>	<u>Employee's Share of the Premium per month</u>
<u>Single</u>	<u>\$502.48 per month for 2017.</u> <u>To be determined for 2018.</u>	<u>\$0/month for 2017.</u> <u>\$0/month for 2018.</u>
<u>Single + 1</u>	<u>\$1,005.24 per month for 2017.</u> <u>To be determined for 2018.</u>	<u>\$150.00/month for 2017.</u> <u>\$150.00/month for 2018.</u>
<u>Family</u>	<u>\$1,142.82 per month for 2017.</u> <u>To be determined for 2018.</u>	<u>\$300.00/month for 2017.</u> <u>\$300.00/month for 2018.</u>

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

The employer may offer a waiver plan by county policy.

The employee may "buy up" to available higher cost plans by paying the premium difference. However, note, there is no employer HSA contribution offered on the higher cost plans. (Ginger, this highlighted note will not be included in the CBA, but the two higher cost plans are not HDHPs that are HSA compatible.)

Effective January 1, 2017, the Employer shall make a contribution to each eligible employee's HSA account, pro-rated by pay period, as follows:

<u>Single</u>	<u>\$2,260 per year, pro-rated by pay period</u>
<u>Single + 1</u>	<u>\$3,260 per year, pro-rated by pay period</u>
<u>Family</u>	<u>\$3,260 per year, pro-rated by pay period</u>

Eligible employees will receive a pro-rated HSA contribution for all pay periods in which the employee is in a compensated payroll status or on FMLA.

The Employer shall be obligated to make only one (1) HSA account contribution on behalf of an

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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 ¶

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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 ¶

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VEBA 100 Single \$1,000.00 ¶

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2017 - 2018 AFSCME COURTHOUSE AGREEMENT

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 26.

Section C. ~~Full-time~~ 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.

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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, up to one hundred thirty four (134) days per calendar year. 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 Appendix B. 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 B. If an employee's salary currently exceeds the maximum of their pay scale, their salary will be frozen until the pay scale catches up.

Section C. An employee who is promoted to a higher paid classification would be placed on the step that results in at least a \$0.25 per hour increase. Thereafter, the employee would receive step increases as 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.

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, 2017, employees covered by this Agreement shall be paid in accordance with Appendix B.

1/1/2017 3.0% general adjustment, no step increase.

1/1/2017 \$575.00 one-time lump sum payment (taxable income) to all full-time employees who

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have 15 or more years of service with Aitkin County as of 12/31/2016.

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In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

Effective January 1, 2018, employees covered by this Agreement shall be paid in accordance with Appendix B.

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1/1/2018 0% general adjustment. Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1, 2018,

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1/1/2018 \$575.00 one-time lump sum payment (taxable income) to all full-time employees who have 15 or more years of service with Aitkin County as of 12/31/2017.

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.

ARTICLE 18 SAVINGS CLAUSE

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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.¶

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 19 DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from January 1, 2017 to December 31, 2018, 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.

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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

Interim County Administrator

AFSCME #667

Human Resources Director

Date

Date

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APPENDIX A

JOB CLASSIFICATIONS

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

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APPENDIX B

WAGE SCHEDULES

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2017 3% general adjustment, no steps, effective 1/1/2017															
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/O
20	\$ 41.87	\$43.11	\$44.38	\$45.69	\$47.04	\$48.43	\$49.86	\$51.34	\$52.86	\$54.43	\$56.04	\$57.70	\$59.41	\$61.17	\$ 62.47
19	\$ 40.32	\$41.51	\$42.74	\$44.00	\$45.30	\$46.64	\$48.02	\$49.44	\$50.90	\$52.41	\$53.96	\$55.56	\$57.21	\$58.90	\$ 60.15
18	\$ 38.78	\$39.92	\$41.10	\$42.31	\$43.56	\$44.85	\$46.17	\$47.54	\$48.95	\$50.39	\$51.89	\$53.42	\$55.01	\$56.64	\$ 57.83
17	\$ 37.23	\$38.33	\$39.46	\$40.63	\$41.82	\$43.06	\$44.33	\$45.64	\$46.99	\$48.38	\$49.81	\$51.28	\$52.80	\$54.37	\$ 55.52
16	\$ 35.69	\$36.74	\$37.82	\$38.94	\$40.08	\$41.27	\$42.49	\$43.74	\$45.03	\$46.36	\$47.73	\$49.15	\$50.60	\$52.10	\$ 53.20
15	\$ 34.14	\$35.15	\$36.18	\$37.25	\$38.35	\$39.48	\$40.64	\$41.84	\$43.07	\$44.35	\$45.66	\$47.01	\$48.40	\$49.83	\$ 50.88
14	\$ 32.60	\$33.56	\$34.54	\$35.56	\$36.61	\$37.69	\$38.80	\$39.94	\$41.12	\$42.33	\$43.58	\$44.87	\$46.19	\$47.56	\$ 48.56
13	\$ 31.05	\$31.97	\$32.90	\$33.87	\$34.87	\$35.89	\$36.95	\$38.04	\$39.16	\$40.32	\$41.50	\$42.73	\$43.99	\$45.29	\$ 46.25
12	\$ 29.51	\$30.37	\$31.27	\$32.18	\$33.13	\$34.10	\$35.11	\$36.14	\$37.20	\$38.30	\$39.43	\$40.59	\$41.79	\$43.02	\$ 43.93
11	\$ 27.96	\$28.78	\$29.63	\$30.50	\$31.39	\$32.31	\$33.26	\$34.24	\$35.25	\$36.28	\$37.35	\$38.45	\$39.59	\$40.75	\$ 41.61
10	\$ 26.42	\$27.19	\$27.99	\$28.81	\$29.65	\$30.52	\$31.42	\$32.34	\$33.29	\$34.27	\$35.28	\$36.31	\$37.38	\$38.48	\$ 39.29
9	\$ 24.87	\$25.60	\$26.35	\$27.12	\$27.91	\$28.73	\$29.57	\$30.44	\$31.33	\$32.25	\$33.20	\$34.17	\$35.18	\$36.22	\$ 36.98
8	\$ 23.33	\$24.01	\$24.71	\$25.43	\$26.17	\$26.94	\$27.73	\$28.54	\$29.37	\$30.24	\$31.12	\$32.04	\$32.98	\$33.95	\$ 34.66
7	\$ 21.78	\$22.42	\$23.07	\$23.74	\$24.43	\$25.15	\$25.88	\$26.64	\$27.42	\$28.22	\$29.05	\$29.90	\$30.77	\$31.68	\$ 32.34
6	\$ 20.24	\$20.83	\$21.43	\$22.05	\$22.70	\$23.36	\$24.04	\$24.74	\$25.46	\$26.20	\$26.97	\$27.76	\$28.57	\$29.41	\$ 30.02
5	\$ 18.69	\$19.24	\$19.79	\$20.37	\$20.96	\$21.57	\$22.19	\$22.84	\$23.50	\$24.19	\$24.89	\$25.62	\$26.37	\$27.14	\$ 27.71
4	\$ 17.15	\$17.64	\$18.15	\$18.68	\$19.22	\$19.77	\$20.35	\$20.94	\$21.55	\$22.17	\$22.82	\$23.48	\$24.17	\$24.87	\$ 25.39
3	\$ 15.60	\$16.05	\$16.51	\$16.99	\$17.48	\$17.98	\$18.50	\$19.04	\$19.59	\$20.16	\$20.74	\$21.34	\$21.96	\$22.60	\$ 23.07
2	\$ 14.06	\$14.46	\$14.87	\$15.30	\$15.74	\$16.19	\$16.66	\$17.14	\$17.63	\$18.14	\$18.66	\$19.20	\$19.76	\$20.33	\$ 20.75
1	\$ 12.51	\$12.87	\$13.24	\$13.61	\$14.00	\$14.40	\$14.81	\$15.24	\$15.67	\$16.12	\$16.59	\$17.07	\$17.56	\$18.06	\$ 18.44
2018 0% general adjustment, plus one step for eligible employees, up to the Maximum 1/1/2018															
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/O
20	\$ 41.87	\$43.11	\$44.38	\$45.69	\$47.04	\$48.43	\$49.86	\$51.34	\$52.86	\$54.43	\$56.04	\$57.70	\$59.41	\$61.17	\$ 62.47
19	\$ 40.32	\$41.51	\$42.74	\$44.00	\$45.30	\$46.64	\$48.02	\$49.44	\$50.90	\$52.41	\$53.96	\$55.56	\$57.21	\$58.90	\$ 60.15
18	\$ 38.78	\$39.92	\$41.10	\$42.31	\$43.56	\$44.85	\$46.17	\$47.54	\$48.95	\$50.39	\$51.89	\$53.42	\$55.01	\$56.64	\$ 57.83
17	\$ 37.23	\$38.33	\$39.46	\$40.63	\$41.82	\$43.06	\$44.33	\$45.64	\$46.99	\$48.38	\$49.81	\$51.28	\$52.80	\$54.37	\$ 55.52
16	\$ 35.69	\$36.74	\$37.82	\$38.94	\$40.08	\$41.27	\$42.49	\$43.74	\$45.03	\$46.36	\$47.73	\$49.15	\$50.60	\$52.10	\$ 53.20
15	\$ 34.14	\$35.15	\$36.18	\$37.25	\$38.35	\$39.48	\$40.64	\$41.84	\$43.07	\$44.35	\$45.66	\$47.01	\$48.40	\$49.83	\$ 50.88
14	\$ 32.60	\$33.56	\$34.54	\$35.56	\$36.61	\$37.69	\$38.80	\$39.94	\$41.12	\$42.33	\$43.58	\$44.87	\$46.19	\$47.56	\$ 48.56
13	\$ 31.05	\$31.97	\$32.90	\$33.87	\$34.87	\$35.89	\$36.95	\$38.04	\$39.16	\$40.32	\$41.50	\$42.73	\$43.99	\$45.29	\$ 46.25
12	\$ 29.51	\$30.37	\$31.27	\$32.18	\$33.13	\$34.10	\$35.11	\$36.14	\$37.20	\$38.30	\$39.43	\$40.59	\$41.79	\$43.02	\$ 43.93
11	\$ 27.96	\$28.78	\$29.63	\$30.50	\$31.39	\$32.31	\$33.26	\$34.24	\$35.25	\$36.28	\$37.35	\$38.45	\$39.59	\$40.75	\$ 41.61
10	\$ 26.42	\$27.19	\$27.99	\$28.81	\$29.65	\$30.52	\$31.42	\$32.34	\$33.29	\$34.27	\$35.28	\$36.31	\$37.38	\$38.48	\$ 39.29
9	\$ 24.87	\$25.60	\$26.35	\$27.12	\$27.91	\$28.73	\$29.57	\$30.44	\$31.33	\$32.25	\$33.20	\$34.17	\$35.18	\$36.22	\$ 36.98
8	\$ 23.33	\$24.01	\$24.71	\$25.43	\$26.17	\$26.94	\$27.73	\$28.54	\$29.37	\$30.24	\$31.12	\$32.04	\$32.98	\$33.95	\$ 34.66
7	\$ 21.78	\$22.42	\$23.07	\$23.74	\$24.43	\$25.15	\$25.88	\$26.64	\$27.42	\$28.22	\$29.05	\$29.90	\$30.77	\$31.68	\$ 32.34
6	\$ 20.24	\$20.83	\$21.43	\$22.05	\$22.70	\$23.36	\$24.04	\$24.74	\$25.46	\$26.20	\$26.97	\$27.76	\$28.57	\$29.41	\$ 30.02
5	\$ 18.69	\$19.24	\$19.79	\$20.37	\$20.96	\$21.57	\$22.19	\$22.84	\$23.50	\$24.19	\$24.89	\$25.62	\$26.37	\$27.14	\$ 27.71
4	\$ 17.15	\$17.64	\$18.15	\$18.68	\$19.22	\$19.77	\$20.35	\$20.94	\$21.55	\$22.17	\$22.82	\$23.48	\$24.17	\$24.87	\$ 25.39
3	\$ 15.60	\$16.05	\$16.51	\$16.99	\$17.48	\$17.98	\$18.50	\$19.04	\$19.59	\$20.16	\$20.74	\$21.34	\$21.96	\$22.60	\$ 23.07
2	\$ 14.06	\$14.46	\$14.87	\$15.30	\$15.74	\$16.19	\$16.66	\$17.14	\$17.63	\$18.14	\$18.66	\$19.20	\$19.76	\$20.33	\$ 20.75
1	\$ 12.51	\$12.87	\$13.24	\$13.61	\$14.00	\$14.40	\$14.81	\$15.24	\$15.67	\$16.12	\$16.59	\$17.07	\$17.56	\$18.06	\$ 18.44

2017 - 2018 AFSCME COURTHOUSE AGREEMENT
MEMORANDUM OF AGREEMENT (CHRISTMAS EVE)

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 2017-2018 collective bargaining agreement, the Union requested Christmas Eve be added as a holiday with the intent that when the holiday falls on a Sunday, the following day shall be observed as a holiday and when the holiday falls on a Saturday, it shall be observed on the previous Friday; and

WHEREAS, the County is not interested in adding a new holiday to the collective bargaining agreement; and

WHEREAS, December 24, 2017 falls on a Sunday and the courthouse is already closed the following day for the Christmas holiday; and

WHEREAS, December 24, 2018 falls on a Monday when the courthouse is open for business and courts are in session; and

WHEREAS, the union shared the importance of Christmas Eve to its membership and expressed an understanding that some employees may be required to work on December 24, 2017 and/or December 24, 2018 as assigned;

NOW, THEREFORE, the parties agree as follows:

1. The parties agree that employees under this bargaining unit may be absent from their duties with pay, with department head approval, on Friday, December 22, 2017 (in recognition of Christmas Eve on December 24, 2017), and on Monday, December 24, 2018.
2. The parties agree the hours will not be stacked in any way to generate overtime pay.
3. The parties understand some employees will be required to work a full or partial day, as the offices will not be closed. Employees who are required to work on said date(s) will be allowed to take a different day off with pay (or remaining hours with pay for partial day(s)), as approved in advance by their department head.
4. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed this ____ day of October, 2016.

BOARD OF COMMISSIONERS
COUNTY OF AITKIN, MINNESOTA
COUNTY OF AITKIN

LOCAL UNION NO. 667
AFSCME, AFL-CIO

Board Chair

AFSCME Staff Representative

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2017 - 2018 AFSCME COURTHOUSE AGREEMENT

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Effective 1/1/2015, employees shall

2015

Grade	Min/A	B	
6	\$ 19.30	\$ 19.87	\$
5	\$ 17.80	\$ 18.33	\$
4	\$ 16.30	\$ 16.78	\$
3	\$ 14.80	\$ 15.24	\$
2	\$ 13.30	\$ 13.69	\$
1	\$ 11.80	\$ 12.15	\$

\$561.60 lump sum payment to Tom

\$416.00 lump sum payment to Cathy

35 cent general adjustment, plus ste

2016

Grade	Min/A	B	
6	\$ 19.65	\$ 20.22	\$
5	\$ 18.15	\$ 18.68	\$
4	\$ 16.65	\$ 17.13	\$
3	\$ 15.15	\$ 15.59	\$
2	\$ 13.65	\$ 14.04	\$
1	\$ 12.15	\$ 12.50	\$

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

Deleted: MEMORANDUM OF AGREEMENT (PTO)¶

¶ 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 ¶

¶

2017 - 2018 AFSCME COURTHOUSE AGREEMENT

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Attach Terry Amerhein Sick Leave Bank signed MOA to final CBA.

Sunset 5 MOAs: PTO MOA, Christmas Eve MOA (through 2016), Health Insurance MOA, Joe Voller Lateral Transfer MOA, Sally Huhta Additional Duty Pay MOA

Deleted: MEMORANDUM OF AGREEMENT (CHRISTMAS EVE)

¶
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 Union expressed interest in employees being allowed to be absent from their duties with full pay on Christmas Eve and the Employer expressed interest in having discussions about pay and organizational strategy, health plan options, and in offering voluntary furlough or voluntary early retirement incentives ¶

¶
NOW, THEREFORE, the parties agree as follows:¶

¶
<#>The parties agree that employees under this bargaining unit may be absent from their duties with full pay on the following days, without having to use any sick, vacation or personal days- December 24, 2014, December 24, 2015 and December 23, 2016. Employees under this Agreement may work voluntarily based on the business needs of the department. Any employee who works on these days will be allowed to take the hours worked as paid time off on a day of their choosing, as approved by the department head.¶

<#>The parties agree that during the period of 2015-2016 the parties will be open to participate in non-binding discussion related to pay and organizational strategy.¶

<#>The parties agree that during the year of 2015 the parties will meet to discuss employee health plan options.¶

<#>The parties agree that the employer may offer voluntary furlough or voluntary early retirement incentives without the approval of the exclusive representative.¶

<#>This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter. ¶

**Tentative Agreements
AFSCME HHS Unit and Aitkin County
September 28, 2016**

(Redlined Agreement attached)

**(1)
ARTICLE 21**

DURATION OF AGREEMENT

Two year agreement.

This Agreement shall continue in full force and effect from January 1, ~~2015~~ 2017 until December 31, ~~2016~~ 2018 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.

**(2)
ARTICLE 5**

HOURS OF WORK

Current language does not take comp time into consideration - update.

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 permitted compensatory time off as described in the next paragraph or 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 of the department; and
- c) the maximum compensatory time accrual shall be 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.

(3)

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.~~

Full-time (probationary and non-probationary) employees shall be granted 8 hours of personal leave each quarter, and may accumulate up to 32 hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death.

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.

(4)

ARTICLE 8, VACATION AND ARTICLE 9, SICK LEAVE/CARE OF RELATIVES

Discussion: Vacation and Sick Leave accruals will be converted to a Paid Time Off (PTO) program during the term of this Agreement. Employees unused sick leave on account will be transferred to an Extended Sick Leave Bank (up to 720 hours max) and unused vacation leave on account will be transferred to a PTO Bank (up to 272 hours max), effective February 5, 2017. The employees covered by this Agreement will begin to accrue and use PTO time based on the modified language of the Agreement effective February 5, 2017. (Note, the pay period starts on February 5, 2017. Timesheets are submitted on February 20, 2017 and paid on March 3, 2017, so employees will first notice the time conversion on their March 3, 2017 pay stub.) There are several places throughout the contract where related "vacation" or "sick leave" language had to be updated or replaced with PTO language in accordance with the parties agreement. Refer to the Redlined Agreement for complete details.

The intent is that the employee's vacation and sick leave accruals and utilization between January 1, 2017 and February 4, 2017 will follow the 2016 CBA language as a guideline. The PTO language will be effective February 5, 2017. The delayed implementation is in place to accommodate busy year-end payroll processing and reporting functions.

(5)

CHRISTMAS EVE MOA

As part of the total 2 year package, employer will agree to a Christmas Eve MOA for 2017 and 2018 providing 8 hours pay in recognition of Christmas Eve. If the employee is required to work on that day, they can take a different day off with pay, as approved by their department head. See MOA for complete details.

(6)**ARTICLE 14****WAGE ADMINISTRATION**

1/1/2017 3.0% General Adjustment, no step.

1/1/2017 \$575.00 one-time lump sum payment to all full-time employees who have 15 or more years of service with Aitkin County (as of 12/31/16). *This is taxable income.

1/1/2018 0% General Adjustment, plus step for eligible employees up to the scale maximum.

1/1/2018 \$575.00 one-time lump sum payment to all full-time employees who have 15 or more years of service with Aitkin County (as of 12/31/17). *This is taxable income.

Employer will update CBA wage article as applicable.

~~Section C, 3rd Paragraph~~

~~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.~~

(7)**ARTICLE 16****GROUP INSURANCE**

1/1/2017 – 12/31/2018, employer to draft modified health insurance language.

Concept:

	<u>EE Premium</u>	<u>ER HSA Contribution</u>
Single	\$0	\$2260/yr
S+1	\$150/mo	\$3260/yr
Family	\$300/mo	\$3260/yr

Waiver \$2760/year, under review, contingent upon approval by attorney Darcy Hitesman.

Change HSA quarterly contributions to be prorated by the pay period. Employer will draft modified language.

(8)

ARTICLE 17

FAMILY AND MEDICAL LEAVE

Section B.

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

(9)

ARTICLE 19

GENERAL PROVISIONS

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

Subd.5 The probationary period shall be extended by a period of time equal to the total number of ~~duty~~ calendar days on leave.

(10)

Miscellaneous

1. Near conclusion of negotiations, update the table of contents, page numbers, job titles, job classification and grades, seniority list, wage scales, and/or other appendices as needed. i.e. Child Support Officer I = Grade 6 (not Grade 5).
2. Sunset PTO MOA
3. Sunset current Christmas Eve MOA; create new Christmas Eve MOA.
4. Sunset Health Insurance MOA; incorporate new health insurance language.
5. Reminder only of employer designated representatives under the grievance procedure:
Step 1, immediate supervisor. Step 2, HHS Director. Step 3, HR Director in cooperation with the County Administrator. Employee must clearly state that the discussion being held is one concerning a grievance.

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, 2017 - DECEMBER 31, 2018

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2015 – 2016 HEALTH & HUMAN SERVICES AGREEMENT

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2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

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This Agreement, entered into on January 1, 2017, 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 deductions were made along with other pertinent employee information necessary for the collection and

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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 permitted compensatory time off as described in the next paragraph or 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 of the department; and

2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

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

d) employees who have used at least ten (10) ~~vacation~~ PTO 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.

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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 8 hours of personal leave each quarter, and may accumulate up to 32 hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death.

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.

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 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 PTO period, that day shall be paid as a holiday.

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ARTICLE 8A, effective 1/1/2017 through 2/04/2017, VACATION

Conversion from the current Vacation/Sick Leave program to the new PTO Bank/Extended Sick Leave Bank will be implemented on February 5, 2017. All of the language in Article 8A, Sections A-E, becomes void on 2/4/2017, end of day, and is replaced by the language in Article 8B on 2/5/2017.

Section A.

2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

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.

The following tables give these rates:

Completed Years of Service	Rates of Accumulation of Vacation Days Per Month of Work	Working Days Employee May Earn as Vacation Per Year
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 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 8B, effective starting 2/5/2017 PAID TIME OFF (PTO)

On February 5, 2017, employees unused sick leave on account will be transferred to an Extended Sick Leave Bank (up to 720 hours max) and unused vacation leave on account will be transferred to a PTO Bank (up to 272 hours max). The employees covered by this Agreement will begin to accrue and use PTO time based on the modified language of the Agreement effective February 5, 2017. (Ginger, note, the pay period starts on February 5, 2017. Timesheets are submitted on February 20, 2017 and paid on March 3, 2017, so employees will first notice the time conversion on their March 3, 2017 pay stub. Time is split between 24 pay periods.)

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Section A.

Employees will receive PTO that will accrue on a per payroll period basis. Full-time (probationary and non-probationary) employees shall accrue PTO benefits based on the following table:

<u>Annual Completed Years of Service</u>	<u>Rate of Accumulation PTO Days per Month</u>	<u>Annual Days of PTO</u>
0	1.75	21
3	2.00	24
5	2.25	27
10	2.50	30
15+	2.75	33

Section B.

Employees who have used at least twelve (12) PTO days in the previous twelve-month period may elect pay in lieu of PTO for up to ten (10) days once in any calendar year.

Section C.

Employees may not accrue more than 34 days (272 hours) at any time.

Section D.

Upon separation of service, employee will be paid for any unused PTO, up to the maximum accrued amount, unless the employee is terminated for just cause. In the event of the death of an employee, the employee's accumulated PTO credits shall be paid to the employee's estate.

Section E.

Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the extended sick leave bank where there is no severance payment upon separation of service. At no time can the extended sick leave bank exceed 720 hours (90 working days). PTO that has been transferred to the extended sick leave bank can only be used in accordance with the sick leave provisions in Article 9.

Section F.

Part-time employees shall be entitled to PTO benefits on a pro-rated basis, up to a total of 40 hours PTO at any time. Seasonal and temporary employees are not eligible to accrue PTO benefits.

Section G.

PTO benefits shall only accrue when an employee is in a paid status or on an approved military leave. PTO benefits shall not be earned by any employee during a leave of absence without pay, suspension without pay, or time otherwise not paid.

Section H.

In order to assure the orderly performance and continuity of services provided, employees wishing to schedule time off should request PTO as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested time off. Requests for PTO usage shall be granted by the Department Head or designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of services. It may be necessary to limit the number of employees taking PTO at the

2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

same time or during an event or particular period of time. Such requests, however, shall not arbitrarily be denied. Requests for time off will be processed giving preference to the order in which the requests are received. In the event requests are received at the same time for the same time off period, then time-in-department will be the determining factor.

Section I.

Probationary employees may use accrued PTO with supervisory approval.

ARTICLE 9A, effective 1/1/2017 through 2/04/2017, SICK LEAVE / CARE OF RELATIVES

Conversion from the current Vacation/Sick Leave program to the new PTO Bank/Extended Sick Leave Bank will be implemented on February 5, 2017. All of the language in Article 9A, Sections A-B, becomes void on 2/4/2017, end of day, and is replaced by the language in Article 9B on 2/5/2017.

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 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.

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 or 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.

ARTICLE 9B, effective 2/5/2017, EXTENDED SICK LEAVE BANK / 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 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.~~

Section B.

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2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

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 County will administer FMLA in accordance with County policy. To the extent that state statute (§181.9413) or regulations change, this policy shall be construed as consistent with those changes.

Deleted: The Department Head may require a doctor's certificate showing the nature of an injury or illness.

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 B.

An employee must notify the employee's supervisor of sick leave usage prior to the employee's starting time, unless an emergency prevents the employee from doing so. Failure to give such notice may be cause for disciplinary action.

Section C.

The County reserves the right to require written medical certification from an employee.

Section D.

In the event of three (3) consecutive days of absence or in cases of the repeated and systematic absence of an employee, the Department Head may require a medical statement from an appropriate medical authority before granting sick leave, as well as verification that an employee is able to perform the duties of employment before the employee is allowed to return to work.

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 County Board, but such additional time in excess of five (5) days (40 hours) indicated above shall be charged against the employee's extended sick leave bank.

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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 scheduled PTO or other paid leave, the terms and conditions stated above will take effect upon notification to the Director and the vacation PTO time will be adjusted accordingly and charged against the employee's extended sick leave bank.

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ARTICLE 11

SENIORITY

Section A.

All employees of the Aitkin County Health & Human Services Department covered by this Agreement shall be granted seniority standing. Three (3) seniority lists shall be maintained - one (1) for the professional staff; one

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(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.

Section G.

Notices of all vacancies and newly created positions shall be posted on employee bulletin boards. The

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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.

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

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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 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

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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.

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

Section B.

An employee who is promoted to a higher paid classification would be placed on the step in the new pay range that gives them an increase of at least \$0.25 (twenty five cents) per hour. Thereafter, the employee would receive step increases as 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.

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 C.

Effective January 1, 2017, employees covered by this Agreement shall be paid in accordance with Appendix B.

1/1/2017 3.0% general adjustment, no step increase.

1/1/2017 \$575.00 one-time lump sum payment (taxable income) to all full-time employees who have 15 or more years of service with Aitkin County as of 12/31/2016.

In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

Effective January 1, 2018, employees covered by this Agreement shall be paid in accordance with Appendix B.

1/1/2018 0% general adjustment. Employees whose wage is below the maximum of the appropriate wage schedule will advance to the next step on January 1, 2018.

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1/1/2018 \$575.00 one-time lump sum payment (taxable income) to all full-time employees who have 15 or more years of service with Aitkin County as of 12/31/2017.

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.

Deleted: 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. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.*

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.

Deleted: 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.*

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ARTICLE 16

GROUP INSURANCE

Section A. Group Health Insurance, VEBA, and HSA

The Employer agrees to offer a Group Health Insurance plan 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:

<u>HSA Compatible Plan</u>	<u>Employer's Share of the Premium per month</u>	<u>Employee's Share of the Premium per month</u>
Single	<u>\$502.48 per month for 2017.</u> <u>To be determined for 2018.</u>	<u>\$0/month for 2017.</u> <u>\$0/month for 2018.</u>
Single + 1	<u>\$1,005.24 per month for 2017.</u> <u>To be determined for 2018.</u>	<u>\$150.00/month for 2017.</u> <u>\$150.00/month for 2018.</u>
Family	<u>\$1,142.82 per month for 2017.</u> <u>To be determined for 2018.</u>	<u>\$300.00/month for 2017.</u> <u>\$300.00/month for 2018.</u>

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

The employer may offer a waiver plan by county policy.

The employee may "buy up" to available higher cost plans by paying the premium difference. However, note, there is no employer HSA contribution offered on the higher cost plans. (Ginger, this highlighted note will not be included in the CBA, but the two higher cost plans are not HDHPs that are HSA compatible.)

Deleted: 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

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.

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Effective January 1, 2017, the Employer shall make a contribution to each eligible employee's HSA account, pro-rated by pay period, as follows:

Deleted: 2015

Deleted: VEBA or

Deleted: in four (4) equal quarterly installments, in order to fund a portion of the deductible

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(Ginger – I am checking with Kirk Peysar regarding 24 vs 26 pay periods for both units.)

Single	\$2,260 per year, pro-rated by pay period
Single + 1	\$3,260 per year, pro-rated by pay period
Family	\$3,260 per year, pro-rated by pay period

Deleted: 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 ¶

Eligible employees will receive a pro-rated HSA contribution for all pay periods in which the employee is in a compensated payroll status or on FMLA.

The Employer shall be obligated to make only one (1) 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 for all employees, and to provide life insurance coverage in the amount of \$10,000 for their spouses and dependents to age 26.

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.

Deleted: 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: \$45/month (\$540/year), in addition to the \$1,000 contribution provided above.¶

Family: \$105/month (\$1,260/year), in addition to the \$2,000 contribution provided above.¶

Deleted: quarterly VEBA

Deleted: or

Deleted: quarters

Deleted: 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. ¶

Deleted: VEBA or

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 calendar days on leave.

Deleted: duty

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

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Subd.4 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.5 The probationary period shall be extended by a period of time equal to the total number of calendar days on leave.

Deleted: duty

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.

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:

2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

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 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 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 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 County Board.

Section C.

The County Board will pay up to three (3) employees for the time spent in negotiations.

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ARTICLE 21

DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from January 1, ~~2017~~ until December 31, ~~2018~~, 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.

Deleted: 2015

Deleted: 2016

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

BOARD OF COMMISSIONERS
COUNTY OF AITKIN, MINNESOTA

COUNTY OF AITKIN

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

Board Chair

AFSCME Staff Representative

Interim County Administrator

Chapter Chairperson

Human Resources Director

Date

Date

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APPENDIX A

JOB CLASSIFICATIONS
as of January 1, 2017

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<u>Job Title</u>	<u>Grade</u>
OFFICE SUPPORT SPECIALIST	2
COMMUNITY SUPPORT TECHNICIAN (VACANT)	3
ACCOUNT TECHNICIAN-FAMILY SER.	4
CASE AIDE	4
CHILD SUPPORT ENFORCEMENT AIDE	4
FAMILY BASE SERVICE PROVIDER	4
CHILD SUPPORT OFFICER 1	<u>6</u>
ELIGIBILITY WORKER (AKA FINANCIAL WORKER)	5
SOCIAL WORKER	9

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APPENDIX B

WAGES

2017 3% general adjustment, no steps, effective 1/1/2017																
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/O	
20	\$ 41.87	\$43.11	\$44.38	\$45.69	\$47.04	\$48.43	\$49.86	\$51.34	\$52.86	\$54.43	\$56.04	\$57.70	\$59.41	\$61.17	\$ 62.47	
19	\$ 40.32	\$41.51	\$42.74	\$44.00	\$45.30	\$46.64	\$48.02	\$49.44	\$50.90	\$52.41	\$53.96	\$55.56	\$57.21	\$58.90	\$ 60.15	
18	\$ 38.78	\$39.92	\$41.10	\$42.31	\$43.56	\$44.85	\$46.17	\$47.54	\$48.95	\$50.39	\$51.89	\$53.42	\$55.01	\$56.64	\$ 57.81	
17	\$ 37.23	\$38.33	\$39.46	\$40.63	\$41.82	\$43.06	\$44.33	\$45.64	\$46.99	\$48.38	\$49.81	\$51.28	\$52.80	\$54.37	\$ 55.52	
16	\$ 35.69	\$36.74	\$37.82	\$38.94	\$40.08	\$41.27	\$42.49	\$43.74	\$45.03	\$46.36	\$47.73	\$49.15	\$50.60	\$52.10	\$ 53.20	
15	\$ 34.14	\$35.15	\$36.18	\$37.25	\$38.35	\$39.48	\$40.64	\$41.84	\$43.07	\$44.35	\$45.66	\$47.01	\$48.40	\$49.83	\$ 50.88	
14	\$ 32.60	\$33.56	\$34.54	\$35.56	\$36.61	\$37.69	\$38.80	\$39.94	\$41.12	\$42.33	\$43.58	\$44.87	\$46.19	\$47.56	\$ 48.56	
13	\$ 31.05	\$31.97	\$32.90	\$33.87	\$34.87	\$35.89	\$36.95	\$38.04	\$39.16	\$40.32	\$41.50	\$42.73	\$43.99	\$45.29	\$ 46.25	
12	\$ 29.51	\$30.37	\$31.27	\$32.18	\$33.13	\$34.10	\$35.11	\$36.14	\$37.20	\$38.30	\$39.43	\$40.59	\$41.79	\$43.02	\$ 43.93	
11	\$ 27.96	\$28.78	\$29.63	\$30.50	\$31.39	\$32.31	\$33.26	\$34.24	\$35.25	\$36.28	\$37.35	\$38.45	\$39.59	\$40.75	\$ 41.61	
10	\$ 26.42	\$27.19	\$27.99	\$28.81	\$29.65	\$30.52	\$31.42	\$32.34	\$33.29	\$34.27	\$35.28	\$36.31	\$37.38	\$38.48	\$ 39.29	
9	\$ 24.87	\$25.60	\$26.35	\$27.12	\$27.91	\$28.73	\$29.57	\$30.44	\$31.33	\$32.25	\$33.20	\$34.17	\$35.18	\$36.22	\$ 36.98	
8	\$ 23.33	\$24.01	\$24.71	\$25.43	\$26.17	\$26.94	\$27.73	\$28.54	\$29.37	\$30.24	\$31.12	\$32.04	\$32.98	\$33.95	\$ 34.66	
7	\$ 21.78	\$22.42	\$23.07	\$23.74	\$24.43	\$25.15	\$25.88	\$26.64	\$27.42	\$28.22	\$29.05	\$29.90	\$30.77	\$31.68	\$ 32.34	
6	\$ 20.24	\$20.83	\$21.43	\$22.05	\$22.70	\$23.36	\$24.04	\$24.74	\$25.46	\$26.20	\$26.97	\$27.76	\$28.57	\$29.41	\$ 30.02	
5	\$ 18.69	\$19.24	\$19.79	\$20.37	\$20.96	\$21.57	\$22.19	\$22.84	\$23.50	\$24.19	\$24.89	\$25.62	\$26.37	\$27.14	\$ 27.71	
4	\$ 17.15	\$17.64	\$18.15	\$18.68	\$19.22	\$19.77	\$20.35	\$20.94	\$21.55	\$22.17	\$22.82	\$23.48	\$24.17	\$24.87	\$ 25.39	
3	\$ 15.60	\$16.05	\$16.51	\$16.99	\$17.48	\$17.98	\$18.50	\$19.04	\$19.59	\$20.16	\$20.74	\$21.34	\$21.96	\$22.60	\$ 23.07	
2	\$ 14.06	\$14.46	\$14.87	\$15.30	\$15.74	\$16.19	\$16.66	\$17.14	\$17.63	\$18.14	\$18.66	\$19.20	\$19.76	\$20.33	\$ 20.75	
1	\$ 12.51	\$12.87	\$13.24	\$13.61	\$14.00	\$14.40	\$14.81	\$15.24	\$15.67	\$16.12	\$16.59	\$17.07	\$17.56	\$18.06	\$ 18.44	
2018 0% general adjustment, plus one step for eligible employees, up to the Maximum 1/1/2018																
Grade	Minimum/A	B	C	D	E	F	G	H	I	J	K	L	M	N	Maximum/O	
20	\$ 41.87	\$43.11	\$44.38	\$45.69	\$47.04	\$48.43	\$49.86	\$51.34	\$52.86	\$54.43	\$56.04	\$57.70	\$59.41	\$61.17	\$ 62.47	
19	\$ 40.32	\$41.51	\$42.74	\$44.00	\$45.30	\$46.64	\$48.02	\$49.44	\$50.90	\$52.41	\$53.96	\$55.56	\$57.21	\$58.90	\$ 60.15	
18	\$ 38.78	\$39.92	\$41.10	\$42.31	\$43.56	\$44.85	\$46.17	\$47.54	\$48.95	\$50.39	\$51.89	\$53.42	\$55.01	\$56.64	\$ 57.81	
17	\$ 37.23	\$38.33	\$39.46	\$40.63	\$41.82	\$43.06	\$44.33	\$45.64	\$46.99	\$48.38	\$49.81	\$51.28	\$52.80	\$54.37	\$ 55.52	
16	\$ 35.69	\$36.74	\$37.82	\$38.94	\$40.08	\$41.27	\$42.49	\$43.74	\$45.03	\$46.36	\$47.73	\$49.15	\$50.60	\$52.10	\$ 53.20	
15	\$ 34.14	\$35.15	\$36.18	\$37.25	\$38.35	\$39.48	\$40.64	\$41.84	\$43.07	\$44.35	\$45.66	\$47.01	\$48.40	\$49.83	\$ 50.88	
14	\$ 32.60	\$33.56	\$34.54	\$35.56	\$36.61	\$37.69	\$38.80	\$39.94	\$41.12	\$42.33	\$43.58	\$44.87	\$46.19	\$47.56	\$ 48.56	
13	\$ 31.05	\$31.97	\$32.90	\$33.87	\$34.87	\$35.89	\$36.95	\$38.04	\$39.16	\$40.32	\$41.50	\$42.73	\$43.99	\$45.29	\$ 46.25	
12	\$ 29.51	\$30.37	\$31.27	\$32.18	\$33.13	\$34.10	\$35.11	\$36.14	\$37.20	\$38.30	\$39.43	\$40.59	\$41.79	\$43.02	\$ 43.93	
11	\$ 27.96	\$28.78	\$29.63	\$30.50	\$31.39	\$32.31	\$33.26	\$34.24	\$35.25	\$36.28	\$37.35	\$38.45	\$39.59	\$40.75	\$ 41.61	
10	\$ 26.42	\$27.19	\$27.99	\$28.81	\$29.65	\$30.52	\$31.42	\$32.34	\$33.29	\$34.27	\$35.28	\$36.31	\$37.38	\$38.48	\$ 39.29	
9	\$ 24.87	\$25.60	\$26.35	\$27.12	\$27.91	\$28.73	\$29.57	\$30.44	\$31.33	\$32.25	\$33.20	\$34.17	\$35.18	\$36.22	\$ 36.98	
8	\$ 23.33	\$24.01	\$24.71	\$25.43	\$26.17	\$26.94	\$27.73	\$28.54	\$29.37	\$30.24	\$31.12	\$32.04	\$32.98	\$33.95	\$ 34.66	
7	\$ 21.78	\$22.42	\$23.07	\$23.74	\$24.43	\$25.15	\$25.88	\$26.64	\$27.42	\$28.22	\$29.05	\$29.90	\$30.77	\$31.68	\$ 32.34	
6	\$ 20.24	\$20.83	\$21.43	\$22.05	\$22.70	\$23.36	\$24.04	\$24.74	\$25.46	\$26.20	\$26.97	\$27.76	\$28.57	\$29.41	\$ 30.02	
5	\$ 18.69	\$19.24	\$19.79	\$20.37	\$20.96	\$21.57	\$22.19	\$22.84	\$23.50	\$24.19	\$24.89	\$25.62	\$26.37	\$27.14	\$ 27.71	
4	\$ 17.15	\$17.64	\$18.15	\$18.68	\$19.22	\$19.77	\$20.35	\$20.94	\$21.55	\$22.17	\$22.82	\$23.48	\$24.17	\$24.87	\$ 25.39	
3	\$ 15.60	\$16.05	\$16.51	\$16.99	\$17.48	\$17.98	\$18.50	\$19.04	\$19.59	\$20.16	\$20.74	\$21.34	\$21.96	\$22.60	\$ 23.07	
2	\$ 14.06	\$14.46	\$14.87	\$15.30	\$15.74	\$16.19	\$16.66	\$17.14	\$17.63	\$18.14	\$18.66	\$19.20	\$19.76	\$20.33	\$ 20.75	
1	\$ 12.51	\$12.87	\$13.24	\$13.61	\$14.00	\$14.40	\$14.81	\$15.24	\$15.67	\$16.12	\$16.59	\$17.07	\$17.56	\$18.06	\$ 18.44	

2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

MEMORANDUM OF AGREEMENT (CHRISTMAS EVE)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Local No. 1283, 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 2017-2018 collective bargaining agreement, the Union requested Christmas Eve be added as a holiday with the intent that when the holiday falls on a Sunday, the following day shall be observed as a holiday and when the holiday falls on a Saturday, it shall be observed on the previous Friday; and

WHEREAS, the County is not interested in adding a new holiday to the collective bargaining agreement; and

WHEREAS, December 24, 2017 falls on a Sunday and the courthouse is already closed the following day for the Christmas holiday; and

WHEREAS, December 24, 2018 falls on a Monday when the courthouse, including HHS, is open for business and courts are in session; and

WHEREAS, the union shared the importance of Christmas Eve to its membership and expressed an understanding that some employees may be required to work on December 24, 2017 and/or December 24, 2018 as assigned;

NOW, THEREFORE, the parties agree as follows:

1. The parties agree that employees under this bargaining unit may be absent from their duties with pay, with department head approval, on Friday, December 22, 2017 (in recognition of Christmas Eve on December 24, 2017), and on Monday, December 24, 2018.
2. The parties agree the hours will not be stacked in any way to generate overtime pay.
3. The parties understand some employees will be required to work a full or partial day, as the offices will not be closed. Employees who are required to work on said date(s) will be allowed to take a different day off with pay (or remaining hours with pay for partial day(s)), as approved in advance by their department head.
4. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed this day of October, 2016.

BOARD OF COMMISSIONERS
COUNTY OF AITKIN, MINNESOTA
COUNTY OF AITKIN

LOCAL UNION NO. 1283
AFSCME, AFL-CIO

Board Chair

AFSCME Staff Representative

2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

1

Deleted: ¶

Comment [BJD1]: Delete PTO MOA

APPENDIX B: WAGE SCHEDULE

In no event shall an employee

Plus: \$250.00 one-time lump sum
as of 1/1/2015. (Please review)

2015

Grade	Min/A	B	
9	\$ 23.80	\$ 24.51	\$ 2
5	\$ 17.80	\$ 18.33	\$ 1
4	\$ 16.30	\$ 16.78	\$ 1
2	\$ 13.30	\$ 13.69	\$ 1

35 cent general adjustment,
maximum of the wage schedule

2016

Grade	Min/A	B	
9	\$ 24.15	\$ 24.86	\$ 2
5	\$ 18.15	\$ 18.68	\$ 1
4	\$ 16.65	\$ 17.13	\$ 1
2	\$ 13.65	\$ 14.04	\$ 1

At least 15 years of service with
Diane Eastman, Rae Zahn, Lir
Leslie Christensen, and Caro

Refer to negotiated chart for
wage is below the maximum
Agreement.

Deleted:

2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

Comment [BJD2]: Added "PTO"

Deleted: MEMORANDUM OF AGREEMENT (CHRISTMAS EVE)

¶
This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Local No. 1283, 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 Union expressed interest in employees being allowed to be absent from their duties with full pay on Christmas Eve and the Employer expressed interest in having discussions about pay and organizational strategy, health plan options, and in offering voluntary furlough or voluntary early retirement incentives; ¶

¶
NOW, THEREFORE, the parties agree as follows: ¶

¶
<#>The parties agree that employees under this bargaining unit may be absent from their duties with full pay on the following days, without having to use any sick, vacation or personal days- December 24, 2014, December 24, 2015 and December 23, 2016. Employees under this Agreement may work voluntarily based on the business needs of the department. Any employee who works on these days will be allowed to take the hours worked as paid time off on a day of their choosing, as approved by the department head. ¶

<#>The parties agree that during the period of 2015-2016 the parties will be open to participate in non-binding discussion related to pay and organizational strategy. ¶

<#>The parties agree that during the year of 2015 the parties will meet to discuss employee health plan options. ¶

<#>The parties agree that the employer may offer voluntary furlough or voluntary early retirement incentives without the approval of the exclusive representative. ¶

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2017 – 2018 HEALTH & HUMAN SERVICES AGREEMENT

Deleted: MEMORANDUM OF AGREEMENT (WAGE SCALE)	
¶ This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Local No. 1283, 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 negotiated wage scales based on job classifications in effect at the time. Since ratification, the uniform compensation schedule has been adopted by the Board and adjustments have been made following the job appeals process. ¶	
¶ NOW, THEREFORE, the parties agree as follows: ¶	
¶ <#>The parties agree to update the 2015-2016 wage scales as attached. ¶	
¶ <#>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 24 th day of March, 2015 ¶	
	BOARD OF COMMISSIONERS LOC AL UNION NO. 1283 ¶ COUNTY OF AITKIN, MINNESOTA AFSCME, AFL-CIO ¶ COUNTY OF AITKIN ¶
_____ Board Chair Representative ¶ ¶ ¶	AFSCME Staff
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