

AGREEMENT

BETWEEN

WABASHA COUNTY BOARD OF COMMISSIONERS

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 65

LOCAL #3542

(COURTHOUSE UNIT)

JANUARY 1, 2020 THRU DECEMBER 31, 2022

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ARTICLE I.  
PREAMBLE

THIS AGREEMENT entered into by and between the Wabasha County Board of Commissioners, hereinafter referred to as the "Employer" and Minnesota Council 65, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay hours of employment. and other terms and conditions of employment.

ARTICLE II.  
RECOGNITION

Section 1. Unless otherwise specifically stated, whenever the term "Employee" is used in this Agreement, the term shall only refer to an Employee covered by this Agreement and to no other Employee of the Employer.

Section 2. Pursuant to certification of the State of Minnesota, Bureau of Mediation Services, the Employer recognizes the American Federation of State, County, and Municipal Employees, Council 65, AFL-CIO as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for all Employees of the County of Wabasha, Wabasha, Minnesota, who are public Employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding the Agricultural Inspector, Emergency Services Director, Employees of the Social Services Department, maintenance Employees of the Highway Department, essential Employees of the Sheriff's Department, Court Service Officers, and supervisory and confidential Employees.

Section 3. Definitions:

Regular Full-Time: An Employee regularly scheduled to work a minimum of thirty-seven and one-half (37.5) hours per week.

Regular Part-Time: An Employee regularly scheduled to work more than seventeen and one-half (17.5) hours per week but less than thirty-seven and one-half (37.5) hours per week.

ARTICLE III.  
UNION SECURITY

Section 1. The Union may designate Employee representatives from the bargaining unit to act as negotiators and/or stewards for the bargaining unit. Employee representatives shall not suffer loss of pay for the investigation and presentation of grievances to the Employer.

Section 2. The Employer agrees to allow the Union the use of one (1) designated bulletin board in the Extension Department, Sheriff s Department, Public Health Department, Highway Department, Courthouse, and any other location specified by the Union for the purpose of posting notices of Union meetings, elections, appointments of office, recreation, or social affairs. Notices of any other kind must receive written permission from the County.

Section 3. In recognition of the Union as the exclusive representative:

- a. The Employer shall deduct an amount sufficient to provide the payment of regular Union membership dues established by the Union from the wages of all Employees of the bargaining unit who authorize said deduction.

The Employer shall deduct from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly AFSCME PEOPLE contributions. Such PEOPLE contributions can be modified or terminated upon written notice by the employee to both the County and the Union. Such monies shall be remitted as directed by the Union.

- b. The Employer shall remit such deductions to the appropriate designated officer of the Union with a list of names of the Employees from whose wages deductions were made.
- c. The Union shall certify to the Employer the current number of regular dues to be withheld.
- d. The Union agrees to indemnify and hold the Employer harmless against any claim, suit, order, or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

#### ARTICLE IV. TRIAL WORK PERIOD

Section 1. The trial work period shall be six (6) months for all new Employees.

Section 2. A new Employee may be discharged at any time during their trial work period without recourse to the grievance procedure.

Section 2A. The Employer may require that a promoted or transferred Employee serve a trial work period not to exceed forty-five (45) days. The Employer may return the Employee to his or her former position during the first forty-five (45) days of the trial work period if he or she is not able to carry out the duties of the position to which he or she has been promoted or transferred. The Employee may also choose to return to his or her former position during the first forty-five (45) days in the position to which he or she had been promoted or transferred. The aforementioned Employee is NOT an "at will" Employee and is entitled to all rights and privileges afforded by this Labor Agreement.

Section 3. PTO and paid holiday benefits shall be earned during the trial work period. New hire employees in their trial work period shall be entitled to leaves of absences for funeral leave and medical emergencies.

Section 4. New Employees will be hired at the "Starting Wage." However new Employees may be hired at the step commensurate with their experience by mutual agreement of the Union and the Employer. In no case will placement be higher than Step 6 of the wage appendix. Employees hired at the "Starting Wage" will be eligible for an increase in pay according to the wage appendix. Employees hired at a rate higher than the "Starting Wage" will be eligible to receive an increase in pay to the next step upon successful completion of one year of employment in accordance with the wage appendix.

#### ARTICLE V. HOURS OF WORK

Section 1. A normal workweek shall consist of thirty-seven and one-half (37.5) hours except where the nature of employment is such that additional working hours are required. All offices shall be open during the hours of 8:00 a.m. and 4:00 p.m. Taxpayer Services. Custodians and Highway Department Employees may be scheduled for other work shifts. In the event a split shift is implemented by the Employer, the Employer will meet with the Union to negotiate a wage rate for said shift.

Section 2. Employees shall be allowed rest periods not to exceed fifteen (15) minutes in length in each half of the workday. Rest periods may not be accumulated and added to the beginning or end of the day or used as time off. Occasionally, it will be necessary for an Employee to work during their normal rest period. This shall not be deemed to be a breach of this Agreement unless an Employee is repeatedly denied his or her normal rest period. During the normal workday, the lunch period shall be thirty (30) minutes in length and may be staggered by the Employer to provide necessary coverage in County offices during the lunch period.

#### ARTICLE VI. OVERTIME AND CALLBACK

Section 1. Employees will be compensated at the rate of one and one-half (1 ½) times their regular base pay rate for authorized hours worked in excess of forty (40) in each workweek. Hours worked between 37.5 and 40 in a workweek will be compensated at straight time be it cash or comp time. Employees may be allowed to "bank" up to eighty (80) hours of "comp time" in lieu of overtime payment. Employees shall have the option of cashing in banked comp time hours at a time of their choosing with payment made within the next two (2) weeks.

Section 2. Any work required by the Employer to be performed on a Saturday or Sunday will be compensated for at the rate of one and one-half (1 ½) times the Employee's regular base rate of pay. Any work required by the Employer to be performed on a holiday will

be compensated for at the rate of two (2) times the Employee's regular base rate of pay.

Section 3. Holidays, vacation, and sick time and PTO shall be considered time worked for the purposes of computing overtime. However, under no circumstances can this time be pyramided.

Section 4. The Employer and Employees may mutually agree, in writing, to a flexible scheduling of hours other than the normal workweek and/or workday.

Section 5. Employees called back to work outside of their normally scheduled working shift shall be paid a minimum of two (2) hours callback pay at the appropriate overtime rate. Extension of or an early report to a scheduled shift does not qualify the Employee for the minimum callback. Any scheduled trainings do not qualify the Employee for minimum callback. Employees shall attach a written order for callback from their supervisor to time verification forms when submitting requests for minimum callback time for each payroll period. Minimum call back will not be given for work performed of less than fifteen minutes duration, and specifically will not be paid for routine maintenance checks of buildings during weekends and holidays.

Section 6. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 7. Employees assigned to work in a higher paid classification for a period of ten (10) days or longer shall be paid at the next higher step in the higher pay range that is 4% or higher than the employee's current rate of pay, or the minimum rate for the higher class, whichever is higher. Said additional pay shall be effective from the date the Employee is assigned to the higher classification work. The above stated provision shall not apply if the work is being done under supervision for the express purpose of training employees or employees under probation.

## ARTICLE VII. HOLIDAYS

Section 1. The following shall be paid holidays:

- 1 New Years Day (January 1)
- 2 Martin Luther King's Birthday (Third Monday in January)
- 3 President's Day (Third Monday in February)
- 4 Spring Holiday (As designated by County Board -previously Good Friday)
- 5 Memorial Day (Last Monday in May)
- 6 Independence Day (July 4)
- 7 Labor Day (First Monday in September)
- 8 Veteran's Day (November 11)
- 9 Thanksgiving Day (Fourth Thursday in November)
- 10 Friday after Thanksgiving
- 11 Christmas Eve Day. 1 day Christmas Eve Day (7.5 hours or 8 hours dependent upon regular schedule) when Christmas Eve Day falls on a Monday through Thursday.

12 Christmas Day (December 25)

Employees will receive one (1) floating holiday if employment is from the first working day of the calendar year. Floating holidays must be taken during the calendar year in which they are earned and may not be carried forward into the following year. An Employee in their trial work period is not eligible and may only use a floating holiday after completion of their trial work period.

Section 2. When New Year's Day, Independence Day, Veteran's Day, or Christmas Day falls on a Sunday, the following day shall be a holiday. When these same holidays fall on a Saturday, the preceding Friday shall be a holiday.

Section 3. When a paid holiday falls during an Employee's scheduled vacation period, that holiday shall be a paid holiday and will not be charged to vacation.

ARTICLE VIII.  
VACATION

Section 1. Regular full-time Employees shall earn vacation according to the following schedule of years of completed employment:

<u>Years Completed</u>	<u>*Hours Per Pay Period</u>
00-05	3.46
06-10	4.33
11-15	5.19
16-20	6.06
21 & up	7.21

\*Assumes 37.5 hours per week employment. See appendix for 40 hours per week employment.

Regularly scheduled part-time Employees shall earn vacation with pay on a pro-rata basis based on the above schedule.



Section 2. The Department Head shall determine the time at which vacation leave may be taken. Vacation may be accrued to a maximum of two hundred forty (240) for employees working eight hours per day and two hundred twenty-five (225) for employees working seven and one-half hours per day. Effective July 1, 2020, Vacation may not be accrued after this cap has been reached.

Section 3. Should an Employee contract any illness or disability during his/her vacation, the period of sickness or disability may be charged as sick leave and the charge against vacation leave reduced accordingly.

Section 4. All Employees, except probationary Employees shall be paid for unused vacation at termination.

Section 5. Vacation may be taken at times mutually agreeable between the Employee and the Employee's supervisor. An Employee must obtain permission from their supervisor prior to taking a vacation. If an Employee has accrued the maximum number of vacation days allowable, the Employer may demand that the Employee take accumulated vacation.

Section 6. Should an Employee be laid off, said Employee shall have the option of receiving a cash payment for all accumulated vacation hours. If an Employee elects to receive a cash payment, the County will issue a check for accumulated vacation hours within two (2) weeks of the request.

If an Employee elects to receive a cash payment for accumulated vacation hours, said Employee will retain his/her right to recall, as provided for under Article XII of this Agreement.

## ARTICLE IX. FUNERAL LEAVE

Section 1. Funeral leave shall be granted in cases of death in an Employee's immediate family, including spouse, parents, step-parents, siblings, step-siblings, grandparents, children, step-children, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law or spouse's siblings, parents, step-parents, grandparents, children, grandchildren, or for a member of the Employee's household. A maximum of five days may be granted for funeral leave for the Employee's spouse, children or step-children and three days may be granted for funeral leave at any one time for others listed above and may not be accumulated. Funeral leave requests must be approved by the Department Head.

Section 2. With approval of their Department Head, Employees may use up to 7.5\* hours of accumulated sick leave to attend the funeral of persons other than those listed in Section 1.

\*Assumes 37.5 hours per week employment. See appendix for 40 hours per week employment.

ARTICLE X.  
SICK LEAVE

Section 1. Employees shall accrue sick leave at a rate of 3.46 hours per pay period\* up to a maximum of nine hundred seventy five (975) hours. \*Assumes 37.5 hours per week employment. See appendix for 40 hours per week employment.

Section 2. Employees will continue to accrue all contractual benefits while on paid sick Leave.

Section 3. Sick leave with pay will be granted for bona fide personal illness, medical examination, medical treatment, legal quarantine, or in case of an injury and for safety leave as defined in MN Statute 181.9413(b). Sick leave may also be used for illness or injury and for safety leave in the Employee's immediate family requiring the Employee's attendance and shall be for the actual time required. Immediate family member means an individual's spouse, sibling, parent, mother-in-law, father-in-law, stepparent, grandparent, son or daughter, stepson or stepdaughter, foster child or grandson or granddaughter. An Employee may be required to provide evidence of being physically able to return to his or her duties following sick leave. Abuse of sick leave may be grounds for discipline or discharge. If Employer requires medical certification, the Employer will be responsible for any insurance co-pay.

Section 4. Regularly scheduled part-time Employees will earn sick leave on a pro-rated basis.

Section 5. Employees who have reached the maximum sick leave accrual shall continue to earn sick leave at the rate of 1.73 hours per pay period. Said sick leave will be placed in a catastrophic sick leave bank. Accrued leave in the catastrophic sick leave bank may only be used when the regular sick leave bank has been exhausted. At any time the regular sick leave bank falls below the maximum limit, as stated in this Agreement, the Employee shall earn sick leave at the rate of 3.46 hours per pay period, until such time as the maximum limit is reached.

Any leave in an Employee's catastrophic bank shall not be included in the calculation of the severance pay as provided for by Article XX, Section 1.

ARTICLE XI.  
PAID TIME OFF

Employees hired after September 20, 2017 shall accrue leave benefits in accordance with Paid Time Off, Policy 315, in lieu of the Vacation Article VIII and Sick Leave Article X in the collective bargaining agreement.

Sec. 1 All full time employees hired after September 20, 2017 shall participate in the County's PTO program and not Article VIII Vacation and Article X Sick Leave.

Sec. 2 Full time employees shall earn PTO at the following rates:

00-05 years of service	6.35 hours per pay period
06-10 years of service	7.50 hours per pay period
11-15 years of service	8.37 hours per pay period
16-20 years of service	9.52 hours per pay period
20+ years of service	10.39 hours per pay period

Additions or deductions to each employee's PTO account shall be made during each payroll period.

Sec. 3 The Department Head shall determine the time at which PTO may be taken. PTO shall be granted during the first six months of service. PTO hours shall not exceed 400 hours at any time.

Sec. 4 Upon termination of employment, employees shall be paid for any unused PTO that has been earned through the last day of work.

Sec. 5 Any part-time employee regularly scheduled to work less than 20 hours per week, as well as temporary or seasonal employees, shall not be eligible for PTO benefits.

Sec. 6 Excess amount of accrued sick time shall be placed in an Emergency Leave Bank to be used for potential medical leave. The Emergency Leave Bank is only available for use after all PTO benefits have been exhausted. Upon separation, no monetary value will be assigned to remaining Emergency Leave accruals. The Emergency Leave Bank would be automatically terminated after 3 years of transferring to the PTO plan. This provision shall sunset and expire as of October 31, 2020.

Sec. 7 The County will contribute \$15.00 per month towards a core Short Term Disability benefit with Paid Time Off.

ARTICLE XII  
LEAVES OF ABSENCES

Section 1. General Conditions:

- a. Department Heads may, at their discretion and with the concurrence of the County Board, approve the absence of an Employee, without pay, not to exceed thirty (30) calendar days. An absence longer than thirty (30) days, whether with or without pay, shall be approved by the County Administrator in advance. An Employee on leave of absence without pay shall not accrue vacation, sick leave or PTO benefits during the leave.
- b. Request for authorization for leaves shall be answered promptly.
- c. Employees shall return to the position they held at the time the leave was requested or to a similar position. Employees returning from an unpaid leave of absence shall return at the same step the Employee had at the time the leave of absence commenced.
- d. Employees may continue health, dental, and life insurance at his/her own expense while on unpaid leave of absence.
- e. Employees may elect to use vacation, sick leave or PTO (where applicable) in conjunction with leaves of absence.

Section 2. Paid Leaves:

Paid Military Leave: Any Employee who is a member of a military reserve force of the United States or any State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the jurisdiction of the United States or the State, shall be paid according to the provisions set forth in M.S. 192.26 and any subsequent amendments thereto.

Court Time: Any Employee shall be granted a leave of absence to serve on a jury and shall be paid as if he/she were working. Any Employee who is ordered to appear before a court, legislative committee or other judicial or quasi-judicial body as a witness in an action involving the Federal Government, the State of Minnesota, or a political subdivision thereof, shall be granted a paid leave of absence. Employees appearing in court for personal proceedings will not be paid for such time, but may use accrued vacation, personal leave, PTO or compensatory time.

Volunteer Leave: The Employer may approve leaves of absence with pay for Employees that serve as volunteers in activities that relate directly to their positions or job duties with the

Employer. Approval or denial of volunteer leaves of absence shall not be subject to the grievance procedure.

Section 3. Unpaid Leaves:

Unpaid Military Leave: Military leave shall be granted according to applicable state and federal law.

Unpaid Time Off: Unpaid leaves of absence shall be granted for the serious health condition of the Employee, the Employee's spouse, children, or parents in accordance with Minnesota Statute 181 or the Family Medical Leave Act. The Employer determines that the 12-month period for benefits allowed or guaranteed by the Family Medical Leave Act (FMLA) to be the 12-month period measured forward from the date any Employee's first FMLA leave begins.

Unpaid Personal Leave: Unpaid leaves of absence may be granted for personal reasons at the County Administrator's discretion.

Unpaid Parental Leave: The Employer shall grant Employees parental leave in accordance with Minnesota Statutes 181.940, and the Family Medical Leave Act. Additional time may be granted at the discretion of the County Administrator pursuant to the provisions of Section 1.

Union Leave: Upon written request of the Union, leave shall be granted to Employees elected to AFSCME Council 65 executive office, AFSCME International sponsored conventions, for a period limited to not more than ten (10) days in a calendar year.

Educational Leave: Extended educational leave without pay may be granted to any Employee for educational purposes, at the sole discretion of the County Administrator.

ARTICLE XIII.  
SENIORITY

Section 1. Seniority with the Employer: Seniority shall mean an Employee's length of service with the Employer since his or her last date of hire. For the purposes of vacation, sick leave, retirement, and other benefit accrual, the Employee's years of continuous service with Wabasha County shall be the seniority which applies.

Section 2. An Employee promoted to a position not in the bargaining unit will not lose his or her seniority status in the job classification held prior to promotion until he or she completes his or her trial work period in the new position.

Section 3. In the event of a layoff, the Employee with the least seniority in the classification of work affected by the layoff shall be the first Employee laid off. Employees to be laid off shall be given five (5) working days advance notice. Employees who have

previously\_served in another job class shall retain seniority rights within that classification and may bump less senior Employees, provided they are qualified to perform the job.

Section 4. Recall from Layoff: Employees shall be recalled from layoff in the inverse order of layoff. Employees shall remain on the recall list for the period not to exceed twelve (12) months.

#### ARTICLE XIV. VACANCIES AND NEW POSTINGS

Section 1. Posting: Any vacancy or newly created position within the bargaining unit shall be posted in a conspicuous place in the Extension Department, Sheriff s Department, Public Health Department, Highway Department, Courthouse, and any other location specified by the Union. The position notice shall include the rate of pay, hours of work, minimum qualifications, location, and typical duties performed. Such notice shall be posted for at least five (5) workdays prior to filling such vacancy or newly created position. The notice shall state the closing date for accepting applications.

Section 2. From the first day of work in the new position, Employees will be paid the minimum rate for the new position or the next highest rate of the scale for the new position above the Employee's rate of pay prior to promotion, or the step that provides at minimum a five percent (5%) increase, whichever is greater. The first day of work in the new position shall be the date of anniversary for future Step increases. For the purposes of this Article, promotion shall be defined as moving to any position that is assigned to a higher pay scale.

Section 3. Filling of Vacancies or Newly Created Position: Vacancies or newly created positions shall be filled from among Employees within the bargaining unit whenever possible. The Employer shall fill the vacancy by hiring, promoting or transferring the most qualified applicant. When promoting or transferring from within the bargaining unit, seniority shall be given high priority but selection of the most qualified applicant shall prevail. The Employer may require that a promoted or transferred Employee serve a trial work period not to exceed forty-five (45) days. The Employer may return the Employee to his or her former position during the trial period if he or she is not able to carry out the duties of the position to which he or she has been promoted or transferred. The Employee may also choose to return to his or her former position during the first forty-five (45) days in the position to which he or she has been promoted or transferred.

#### ARTICLE XV. GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this Agreement. The County will recognize representatives of the Union as the grievance representatives of the bargaining unit, having the duties and responsibilities established by this Article.

Section 2. The aggrieved Employee and the Union Representative shall be allowed time during normal working hours without loss of pay when a grievance is investigated and presented to the Employer.

Section 3. Grievances shall be resolved in accordance with the following procedure:

Step 1) The Steward, with or without the Employee, shall inform the Department Head orally or in writing, within ten (10) days of its occurrence or the Union's knowledge of its occurrence. The Department Head shall attempt to resolve the matter and shall respond to the Steward within ten (10) days. A written record shall be kept of Step 1.

Step 2) If the grievance is not settled by Step 1, it shall be presented in writing within ten (10) days to the County Administrator. The County Administrator shall submit a written decision to the Union within ten (10) days.

Step 3) If the grievance is not settled in Step 2, the grievance shall be presented in writing to the Board of Commissioners at its next regular meeting provided that if that meeting is scheduled less than ten (10) days after the County Administrator's response is due, the Union may present the grievance at the subsequent Board of Commissioner's regularly scheduled meeting. The Board shall respond in writing to the Union within ten (10) days.

Step 4) If the grievance is not resolved at Step 3, the aggrieved party shall request assistance in resolving the matter from the Bureau of Mediation Services.

Step 5) If the grievance is not settled in Step 4, the aggrieved party may within ten (10) days after the efforts of the Bureau have concluded, request arbitration of the grievance.

Section 4. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within ten (10) days after notice has been given. If the parties fail to select an arbitrator, the State Bureau of Mediation Services shall be requested by either or both parties to provide a panel of five arbitrators. The party requesting arbitration shall have the right to strike the first name; the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator.

Expense of the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives.

If either party requires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

Section 5. The arbitrator shall consider and decide only the specific issue submitted to him/her by the Employer and the Union and shall have no authority to make a decision on any other issue not submitted to him/her. 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 of law. The decision of the arbitrator shall be final and binding on both parties. No arbitrator shall have the right or power to add to, delete from, or modify any of the terms and provisions of this Agreement.

Section 6. 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 specific time set forth above, 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 specific time limits, the Employee shall elect to treat the grievance as denied and may appeal the grievance to the next step. The time limit in each step may be extended by written mutual agreement of the Employer and the Union Representatives involved in each step. (The term days shall be defined as "working days" for the purpose of this Article and shall include Monday through Friday, excluding holidays.)

Section 7. Employees shall have the right to process grievances through the provisions of this Agreement or through a procedure established by law, which is available to them, provided that no grievance shall be processed by an Employee or the Union through both the provisions of the grievance procedure and another available procedure.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in *EEOC v. Board of Governors of State Colleges and Universities*, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of Section 7 shall be immediately null and void and shall be deleted from this Agreement.

## ARTICLE XVI. DISCIPLINE AND DISCHARGE

Section 1. Employees shall be disciplined and discharged only for just cause. Discipline will be in one or more of the following forms:

- a. Oral Reprimand



- b. Written Reprimand
- c. Suspension
- d. Demotion
- e. Discharge

Although discipline is considered to be progressive, the Employer may depart from progressive discipline steps for certain offenses.

Section 2. Employees shall have the right upon request to have a representative of the Union present during an investigation that may lead to disciplinary action. The Employee and his or her steward shall be notified in writing of the reasons for the discharge.

Section 3. Any disciplinary action or measure imposed upon an Employee may be processed as a grievance through the regular grievance procedure. Employees will be afforded an opportunity to review only their own personnel files upon request. Employees will be given a copy of any written disciplinary action.

## ARTICLE XVII. INSURANCE

Section 1. Worker's Compensation: All bargaining unit members are covered by Worker's Compensation as required by law. Any injuries or illness related to employment must be reported to the Employee's Director immediately. An Employee must cooperate in completing any necessary forms or reports for insurance and reports for any medical examination.

Section 2. Effective the first day of the first full pay period after the date of ratification by the County and Union, the Employer shall pay 100% of the cost of the single health insurance coverage premium for eligible full-time employees for the base plan (1000 AWARE plan in 2020). Effective the first day of the first full pay period after the date of ratification, the Employer shall pay 80% of the cost of the family health insurance coverage premium for eligible full-time employees for the base plan (1000 AWARE plan in 2020). In the event that the 1000 AWARE plan is not offered in 2021 or 2022, the base plan shall be the most comparable plan to the 1000 AWARE plan based on premium cost and aggregate value of benefits. Any additional cost of health insurance premiums beyond the Employer's contribution shall be paid for by the employee through payroll deduction. In no event will the Employer contribute more than the premium cost of the plan in which the employee is enrolled. The Employer will offer an HSA/VEBA option in those years in which the County qualifies to offer such an option.

Section 3. The Employer shall provide liability insurance coverage to protect Employees against claims that may arise from their employment with the Employer in accordance with Minnesota Statutes.

ARTICLE XVIII.  
PAY PERIODS

Section 1. Pay periods will be every two weeks according to a schedule established by the County. When a pay day falls on a holiday, the Employer will make every effort to provide paychecks to Employees in advance of the holidays.

ARTICLE XIX  
WAGES

Employees shall be compensated in accordance with the wage rates and schedule marked Appendix C, D and E" attached hereto and made a part of this Agreement:

Effective January 1, 2020*	2.0% general wage increase
Effective January 1, 2021	2.25% general wage increase
Effective January 1, 2022	2.5% general wage increase

\* The wage shall be effective the first day of the first full pay period after the date of ratification by the County and Union. Individuals must be actively employed by the County as the date of ratification of the Agreement in order to be eligible for any wage increases.

Eligible employees shall receive step increases each year of the contract.

ARTICLE XX.  
NON -DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to age, sex, marital status, disability, race, color, creed, national origin, political affiliation, or status with regard to public assistance. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2. All references to Employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female Employees.

Section 3. The Employer agrees not to interfere with the rights of the Employees to become members of the Union, and there shall be no discrimination by the Employer or any Employee representatives against any Employee because of Union membership or because of Employee activity in an official capacity on behalf of the Union or for any other cause. The Union shall not discriminate against, interfere with, restrain or coerce any Employee from exercising the right to join or not join the Union and will not discriminate against any Employee in the administration of the agreement because of non-membership in the Union.

ARTICLE XXI.  
EXPENSES AND MILEAGE

Section 1. The Employer will reimburse Employees for lodging, transportation, meals, parking, and necessary expenses when attending approved workshops, conferences, in-service training sessions, and seminars and all other County assigned business. Prior to incurring reimbursable expenses requests must be approved by the Department Head.

Section 2. Employees should use Employer vehicles whenever possible for travel when conducting Employer business. Employees who are authorized to use their own automobiles for Employer business shall be reimbursed at the IRS rate for each mile driven. If an employee uses a personal vehicle without Department Head approval if a County vehicle is available, the employee will be reimbursed at \$0.17 less than the IRS rate per mile.

Section 3. The cost of meals will be reimbursed when employee is in travel status of the Employer, or when pre-approved in-area meals are to be paid due to meetings. Itemized receipts (handwritten receipt from establishment sufficient) must be attached to the reimbursement for meals, lodging, and common carrier transportation. The Employer will reimburse up to the maximum rates as set forth in County Policy. The Employer will not reimburse for alcohol, tips and gratuities.

ARTICLE XXII.  
SEVERANCE

Section 1. All Employees, upon retirement, termination, after five (5) years of service or more, or death, shall be entitled to fifty percent (50%) of their unused sick leave as severance pay. Employees discharged for cause shall not receive severance pay. Upon an employee's death, contributions owed but not yet paid to the HCSP will be paid in cash to the employee's beneficiary.

Section 2. Employees with less than five (5) years of service will not be eligible for severance pay, unless they are eligible for severance for retirement benefits under Social Security or PERA or in case of death.

ARTICLE XXIII.  
GENERAL PROVISIONS

Section 1. Safety: The Employer and the Employee agree to maintain a safe work place. The Employees agree to follow required safety procedures in the performance of their jobs.

Section 2. Work Rules: The Employer may issue work rules, a copy of which will be provided to the Employees and to the Union. In the event that a work rule conflicts with this Agreement, the parties shall meet to resolve the conflict.

Section 3. Subcontracting: The Employer reserves the right to subcontract for any work to be provided to Wabasha County. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union or to discriminate against any of its Employees.

Section 4. Rights, Privileges, and Working Conditions: All written rights, privileges, and working conditions other than those covered under "management rights" enjoyed by the Employees at the present time shall remain in full force and effect during the term of this contract unless changed by mutual consent of the Employer and the Union or such rights and/or privileges are altered by changes in state or federal law. Such changes shall supersede applicable provision of this contract. The Union agrees that its members shall comply with all rules and regulations including those relating to conduct and work performance. The Union agrees that in the event this contract is silent as to a term or condition which is contained in the personnel policies of the County of Wabasha, that those policies shall apply.

Section 5. Pay Equity: An Employee who believes that their position has changed in the skill, effort, responsibility, working conditions, or other relevant work-related criteria required in the performance of the work assigned to the position may submit a request for reclassification of their position under the Employer's job evaluation system to the County Administrator or County Board. The County Administrator or County Board shall cause a study of the position to be conducted within one (1) year from the date of the request. Wage adjustments related to the reclassification shall be retroactive to the date of the request.

ARTICLE XXIV.  
MUTUAL CONSENT

This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE XXV.  
SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree to negotiate as soon as practicable a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXVI.  
DURATION

This Agreement shall be in effect as of January 1, 2020 and shall remain in full force and effect until December 31, 2022 or until a new Agreement is adopted by the parties.

ARTICLE XXVII.  
MANAGEMENT RIGHTS

The Employer retains the full and unrestricted right to establish policy as to functions and programs of the Employer, its budget, utilization of technology, the organizational structure, the selection and direction and number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE  
XXVIII. PLEDGE

In consideration of the terms and conditions of employment established by this Agreement and the recognition that the grievance procedure established in this Agreement is the means by which grievances concerning its application or interpretation may peacefully be resolved, the Union agrees that it will not engage in, instigate, or condone, any concerted action in which Employees fail to report for duty, willfully absent themselves from work, stop work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment. The Employer shall not lock out any bargaining unit Employees.

ARTICLE XXIV.  
WAIVER

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

ARTICLE XXX.  
UNION MANAGEMENT COMMITTEE

A joint Union management committee shall be established at the request of either party to

discuss such matters as either party may request. The committee may meet at such times at places as mutually agreed upon, with written notice transmitted to either party prior to the meeting.

ARTICLE XXXI.  
EMPLOYEE RECOGNITION PROGRAM

Section 1. Full-time and regular part-time employees with five (5) years of service shall receive a recognition certificate with the individual's name and hire date appropriately noted and signed by the Chair of Wabasha County Board of Commissioners. Recognition Certificates shall also be given to individuals celebrating anniversaries at five (5) year intervals thereafter (see below)

	Recognition Certificate
5 years	
10 years	Recognition Certificate and \$ 50 gift card *
15 years	Recognition Certificate and \$100 gift card *
20 years	Recognition Certificate and \$150 gift card *
25 years	Recognition Certificate and \$200 gift card *
30 years	Recognition Certificate and \$250 gift card *
35 years	Recognition Certificate and \$300 gift card *

\*This is a onetime pre-tax pay addition to the employee after the anniversary date has occurred. The employee will be able to designate which city they would like to receive gift cards.

Section 2. Service Recognition of full-time and regular part-time employees will be conducted at a County Board meeting. Each Department will notify Human Resources of qualified employees. Employees being recognized will be notified in advance by the Human Resource Department of the Board meeting date and time.

ARTICLE XXXII.  
SCOPE OF AGREEMENT

It is the intention of the Union and the Employer that the coverage of this Agreement is limited to the terms and conditions of employment which are defined as hours, wages, and working conditions that are specifically established herein and are not in conflict with any statute of the State of Minnesota or of the United States or any rule or regulation promulgated thereunder.

SIGNATURE PAGE

FOR THE COUNTY OF WABASHA:

FOR AFSCME COUNCIL 65, LOCAL 3542:

Mike Lobb  
Chair – Wabasha County Board      Date

Martha Winderlich      6/2/2020  
Local Union President      Date

Brian E. Bue  
County Administrator      Date

\_\_\_\_\_  
Local Union Secretary      Date

Jerry Foster      6-17-20  
Staff Representative      Date

ATTEST:

[Signature]      6-26-2020  
County Attorney      Date

APPENDIX "A"  
 FORTY (40) HOUR WORK  
 SCHEDULE

In the event the Employer adopts a work schedule of 40 hours per week, the following schedules shall apply:

SICK LEAVE                      3.69 Hours per pay period

VACATION

0 – 5                      3.69 Hours per pay period  
 6 -10                      4.62 Hours per pay period  
 11 -15                      5.54 Hours per pay period  
 16 -20                      6.46 Hours per pay period  
 21 or more                      7.69 Hours per pay period

**PTO Accrual Schedule for 40.0 Hour Work Schedule**

Service	PTO Hours Per Pay Period
0-5	6.74
6-10	8.00
11-15	8.92
16-20	10.15
20+	11.08

**PTO Accrual Schedule for 37.5 Hour Work Schedule**

Service	PTO Hours Per Pay Period
0-5	6.35
6-10	7.50
11-15	8.37
16-20	9.52
20+	10.39

FUNERAL LEAVE: 8 Hours per occurrence, for employees working an 8 hour day and 7.5 hours per occurrence for employees working a 7.5 hour day, assuming 26 pay periods per year.



## 2020-2022 POSITION/GRADE INFORMATION

GRADE 4:	Clerk-Assessor's Office, Custodian
GRADE 5:	Clerk-Auditor/Treasurer's Office, Administrative Assistant (Jail Maintenance Technician)
GRADE 6:	Administrative Assistant (Court Services, Veteran's Office & Environmental Services), Office Assistant-Sheriff's Office, Deputy Recorder and Treatment Court Coordinator
GRADE 7:	Deputy Auditor/Treasurer, Legal Secretary
GRADE 8:	Accounting/Administrative Assistant (Sheriff's Office), Paralegal, Appraisers
GRADE 9:	Environmental Technician (AIS), Accounting Coordinator (Public Health & Highway), Highway Engineering Technician II, Chief Deputy Recorder
GRADE 10:	Certified Appraisers, Chief Deputy Auditor/Treasurer
GRADE 11:	Highway Engineering Technician III, Environmental Health Specialist

APPENDIX "B"  
HOURLY WAGE SCHEDULE FOR 2020

2020

4	16.5281	16.9955	17.4761	17.9702	18.4784	19.0009	19.5235	20.0603	20.6120	21.1788	21.7613
5	17.6024	18.1002	18.6120	19.1383	19.6795	20.2360	20.7925	21.3643	21.9518	22.5555	23.1757
6	18.7466	19.2767	19.8218	20.3823	20.9587	21.5513	22.1440	22.7529	23.3787	24.0216	24.6822
7	19.9651	20.5297	21.1102	21.7072	22.3210	22.9522	23.5833	24.2319	24.8983	25.5830	26.2865
8	21.2628	21.8641	22.4824	23.1181	23.7718	24.4441	25.1163	25.8070	26.5167	27.2459	27.9951
9	22.6449	23.2853	23.9437	24.6208	25.3170	26.0329	26.7488	27.4844	28.2402	29.0168	29.8148
10	24.1168	24.7988	25.5001	26.2211	26.9626	27.7251	28.4875	29.2709	30.0759	30.9029	31.7528
11	25.6844	26.4107	27.1576	27.9255	28.7152	29.5272	30.3392	31.1735	32.0308	32.9116	33.8167

APPENDIX “C”  
HOURLY WAGE SCHEDULES FOR 2021 and 2022

2021

4	16.9000	17.3778	17.8692	18.3745	18.8941	19.4284	19.9627	20.5117	21.0757	21.6553	22.2509
5	17.9985	18.5074	19.0308	19.5689	20.1223	20.6913	21.2603	21.8449	22.4457	23.0629	23.6972
6	19.1684	19.7104	20.2677	20.8409	21.4302	22.0362	22.6422	23.2649	23.9046	24.5620	25.2375
7	20.4143	20.9916	21.5852	22.1955	22.8232	23.4686	24.1139	24.7771	25.4584	26.1585	26.8779
8	21.7412	22.3560	22.9882	23.6382	24.3067	24.9940	25.6813	26.3876	27.1132	27.8589	28.6250
9	23.1544	23.8092	24.4824	25.1747	25.8866	26.6186	27.3506	28.1028	28.8756	29.6697	30.4856
10	24.6594	25.3567	26.0738	26.8111	27.5692	28.3488	29.1284	29.9295	30.7525	31.5982	32.4672
11	26.2623	27.0049	27.7686	28.5538	29.3612	30.1915	31.0218	31.8749	32.7514	33.6521	34.5775

HOURLY WAGE SCEHDULES FOR 2022

2022

4	17.3225	17.8123	18.3160	18.8339	19.3665	19.9141	20.4618	21.0245	21.6026	22.1967	22.8071
5	18.4484	18.9701	19.5065	20.0581	20.6253	21.2086	21.7918	22.3911	23.0068	23.6395	24.2896
6	19.6476	20.2032	20.7744	21.3619	21.9660	22.5871	23.2083	23.8465	24.5023	25.1761	25.8684
7	20.9247	21.5164	22.1248	22.7504	23.3938	24.0553	24.7168	25.3965	26.0949	26.8125	27.5499
8	22.2848	22.9149	23.5629	24.2292	24.9143	25.6189	26.3234	27.0473	27.7911	28.5553	29.3406
9	23.7333	24.4044	25.0945	25.8041	26.5338	27.2841	28.0344	28.8054	29.5975	30.4114	31.2477
10	25.2759	25.9907	26.7256	27.4814	28.2585	29.0576	29.8566	30.6777	31.5213	32.3882	33.2788
11	26.9189	27.6801	28.4628	29.2677	30.0953	30.9463	31.7973	32.6718	33.5702	34.4934	35.4420

WABASHA COUNTY BOARD OF COMMISSIONERS AND  
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 65 LOCAL #3542

(COURTHOUSE UNIT)

Re: Overtime

The Wabasha County Board Of Commissioners (hereinafter, "County") and the American Federation Of State, County And Municipal Employees, Council 65 Local #3542 (Courthouse Unit) (hereinafter, "Union") agree that in the event there is a shortage of bargaining unit employees to work overtime determined by the County as necessary to complete the work of the County, the Union and County shall meet and negotiate a solution as to the assignment of employees to work overtime.

FOR THE COUNTY OF WABASHA

FOR AFSCME COUNCIL 65, LOCAL 3542:

*Mike Libby*

6-2-20

Chair - Wabasha County Board      Date

*Martha Winderlich*      6/2/2020

Local Union President      Date

*Brian E. Bell*      6-2-20

County Administrator      Date

*Jay Fortenir*      6-17-20

Staff Representative      Date

WABASHA COUNTY

And

MINNESOTA AFSCME COUNCIL 65,  
LOCAL 3542 COURTHOUSE UNIT

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Wabasha County (hereinafter, "County") and Minnesota AFSCME Council 65, Local 3542 Courthouse Unit (hereinafter, "Union") are parties to a Collective Bargaining Agreement; and

WHEREAS, the cost of healthcare is rising every year; and

WHEREAS, the Minnesota State Retirement System offers a program, authorized by MN Statute 352.98, which allows Employees to transfer their severance payments into a tax-free Health Care Savings Plan for use at a later date; and

WHEREAS, this Plan saves both the Employee and the Employer money;

NOW, THEREFORE, BE IT RESOLVED THAT.

The Union and the County Agree that upon separation with the County, Employees who have completed Ten (10) or more years of service, shall have all their Unused Sick Leave, as referred to in Article XX, transferred into a Tax-Free, Employer Sponsored Healthcare Savings Plan which is administered by the Minnesota State Retirement System.

BE IT FURTHER RESOLVED.

That only those individuals with severance exceeding \$500 in value shall be eligible for this program, anything \$500 or under will be paid out. This program shall be available for the duration of the current contract and must be reaffirmed in each subsequent contract.

FOR THE COUNTY OF WABASHA

FOR AFSCME COUNCIL 65, LOCAL 3542:

*Mike Libby* 6-2-20

*Martha Winderlich* 6/2/2020  
Local Union President Date

Chair - Wabasha County Board Date

*Brian E. ...* 6-2-20

*Jay Postevin* 6-17-20  
Staff Representative Date

County Administrator Date