



LABOR AGREEMENT

between

MILLE LACS COUNTY BOARD OF COMMISSIONERS

and

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION #2889**

(Assistant County Attorneys Unit)

Effective

JANUARY 1, 2018 through DECEMBER 31, 2019

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PREAMBLE

This agreement is entered into between the Mille Lacs County Board of Commissioners, hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2889, hereinafter referred to as the "Union", pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, to provide conditions of employment, rates of pay, hours of work, and a means and method of resolving grievances that may arise.

Article 1.

RECOGNITION OF EXCLUSIVE REPRESENTATIVE

In accordance with the Public Employment Labor Relations Act of 1971, as amended, the Mille Lacs County Board of Commissioners recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Local 2889, as the exclusive representative for all employees in the job classification of Assistant County Attorney, employed by Mille Lacs County, Milaca, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding supervisory and confidential employees in the office of the County Attorney, and all other county employees.

Article 2.

DEFINITIONS

Section A. Terms and Conditions of Employment: The hours of employment, the compensation therefor including fringe benefits and the Employer's personnel policy affecting the working conditions of the Employees.

Section B. Employer: The County of Mille Lacs.

Section C. Employee: A person employed by Mille Lacs County and assigned a job covered by the bargaining unit.

Section D. Full-Time Employee: Employee who is normally scheduled to work a 40 hour week.

Permanent Full-Time Employee: A full-time employee who has completed the required probationary period.

Section E. Part-Time Employee: An employee who is employed in a position designated as a permanent part-time position by the Employer and who is normally scheduled to work at least 14, but less than 40 hours per week.

Permanent Part-Time Employee: A part-time employee who has completed the required probationary period.

Section F. Probationary Employee: A newly hired employee who has not yet completed the twelve month probation period in their current position.

Section G. Trial Period: The first six (6) months of service in a new position of a promoted or transferred employee.

Section H. Steward: Any individual selected or elected by the Union membership to represent the local union.

Article 3.

SCOPE OF AGREEMENT

Section A. The Employer agrees not to enter into any agreement with members of the bargaining unit, individually or collectively, which alters or conflicts with the terms and conditions of this Agreement.

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

Section C. Nothing in this Agreement shall prohibit nor restrain the right of the Employer to contract out work currently performed by employees covered by this Agreement. In the event the Employer deems it necessary to contract out work presently being performed by employees, and not presently being contracted out, that may result in a displacement of employees, the Union will be notified not less than thirty (30) calendar days in advance. During this thirty (30) day period, if the Union so requests in writing, the Employer will meet with the Union to discuss ways and means of minimizing the impact that the contracting out may have on employees.

Section D. A reference in this Agreement to State or Federal law will not be deemed to incorporate the referenced law into this Agreement.

Article 4.

UNION SECURITY

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

Subd. 1. 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 authorizing such deductions on a form designated for such purpose by the Union.

Subd. 2. The Employer shall remit such deductions to the appropriate designated officer of the Union with a list of the names of the employees from whose wages deductions were made.

Subd. 3. The Union shall certify to the Employer the current amount of regular dues to be withheld.

Subd. 4. The Employer agrees, upon request of the Union, to deduct from non-members a fair share fee pursuant to Minnesota Statutes. Such fee established by the Union shall not exceed regular membership dues. Such moneys shall be remitted to the Union consistent with subdivision 2 above.

Subd. 5. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments, including attorney's fees brought or issued against the Employer related to this Section A.

Section B. The Employer agrees to recognize stewards certified by the Union as provided in this Agreement.

Subd. 1. Designated stewards shall be granted reasonable time off with pay for the sole purpose of investigating and/or presenting grievances to the Employer during their normal working hours. However, such stewards shall not leave their designated work stations without the concurrence of their immediate supervisor and shall notify their immediate supervisor upon returning to work. Concurrence of the supervisor shall not be unreasonably withheld.

Subd. 2. The Union representative shall be permitted to enter the facilities of the Employer where employees covered by this Agreement are working, upon notification to the County Attorney or immediate supervisor. The Union agrees that there shall be no solicitation for membership, signing up of members, meetings or other Union activities on the Employer's time by such official representatives or any other agent of the Union. Union stewards may be granted reasonable time off with pay to attend Union meetings or other Union activities, with prior approval of the employee's supervisor and subject to the needs of the County Attorney's Office. Approval of the employee's supervisor shall not be unreasonably withheld.

Subd. 3. The Employer agrees to allow the Union use of designated bulletin board space for the purpose of posting notices of Union meetings, elections, appointments to office, recreation or social affairs or related items. The Union agrees to limit the posting of any materials to the bulletin board space designated by the Employer.

Subd. 4. The Union agrees to fairly represent all Employees in the appropriate unit regardless of Union membership or non-membership.

Section C. The Employer and the Union shall meet and confer for the purpose of discussions and the mutual exchange of ideas regarding matters other than terms and conditions of employment. The meet and confer sessions shall be scheduled at times mutually agreed to by the Employer and the Union, or if the parties are unable to agree upon a time, then at a time set by the Employer for these conferences.

Article 5.
PROBATIONARY AND TRIAL PERIODS

- Section A. Any Employee during the initial probationary period may be terminated at the discretion of the Employer, without such discharge being a violation of this Agreement or constituting a grievance hereunder. Employees shall, during their probationary period, accumulate sick leave and vacation as provided by the terms of this Agreement.
- Section B. Duration. Successful completion of a probation period shall be a mandatory condition of employment for all newly hired employees. The probation period shall commence on the date of employment or the effective date of the transfer or promotion. The probation period shall be for twelve (12) months.
- Section C. Trial Period. All employees promoted or transferred to a new position shall serve a six (6) month trial period. If an employee serving a probationary period as defined in Section B above receives a promotion or transfer, the employee shall serve the remainder of the twelve (12) month probationary period or an additional one (1) month probationary period, whichever is greater, plus the remainder of the twelve (12) months of probationary period.

Article 6.
HOURS OF WORK

- Section A. The normal workweek for full-time employees shall be 40 hours per week, except for authorized absences. Usual office hours are 8:00 AM to 4:30 PM. By arrangement and approval of County Attorney, an equivalent number of hours (40 hours per week) may be worked in a flexible work schedule as necessary to perform County business.

Article 7.
COMPENSATION

- Section A. Employees shall be compensated in accordance with Appendix A.
- Subd. 1 All holidays and paid vacation leave shall be considered time worked for the purposes of computing work performed in excess of forty (40) hours in any work week. Paid sick leave is not considered time worked for purposes of computing compensatory time.
- Subd. 2. If, during the term of this Agreement, a new classification is established for which no rate is provided in the salary schedules, the rate for that classification shall be negotiated by the Employer and the Union.
- Section B. Employees eligible for step increases shall receive such increases on the 13th payroll.

Section C. On Call. Employees will be on call to provide emergency services with the following conditions:

1. Employees will work with the County Attorney on a schedule for assignment of on call time. This schedule will be for evenings, weekends, or holidays as required. This schedule will be distributed among relevant Employees as equally as practicable.
2. Employees who are on initial probation will have a supervisor available for back up when they are on call.
3. Employer shall provide one cell phone for Employees use when on call.
4. Employees who are scheduled for on call, shall accrue two (2) hours straight time compensatory time for a calendar week of on call duties.

Section D. Compensatory Time for Salaried (Exempt) Employees. Employees exempted by the Fair Labor Standards Act shall not be eligible for additional monetary compensation for hours worked in excess of forty per week. Exempt employees shall be eligible for compensatory time off on an hour-for-hour basis for all hours of required work in excess of forty hours per week. No more than 40 hours of unused compensatory time shall be accumulated. No guarantee exists for the use of compensatory time, however, approval for utilization requests shall be granted when practicable and consistent with department guidelines. No compensatory time will be disbursed upon termination or severance of employment. Accrued compensatory time will not be considered for cash payment under any circumstances. For non-department head exempt staff, the accrual and utilization of compensatory time shall require the prior approval of the Department Head or Supervisor. Compensatory time may not be accrued for the following work:

- Professional association meetings, conventions, etc.
- Any work scheduled for hours in addition to the normal work day solely for the convenience of the employee and not required by the nature of the work.

Article 8. SICK LEAVE

Section A. Employees unable to report for their normal work day because of illness or injury shall notify the County Attorney or immediate supervisor of their absence, reasons for absence, and the expected duration of absence. Employees failing to give such notice may be subject to disciplinary action. Such notice shall be given on or before the beginning of the work day.

Section B. Full-time employees shall earn sick leave at the rate of one (1) day (8 hours) for each completed month of service to a maximum of 100 days. Part-time employees shall earn prorated sick leave based on their normal work week to a maximum of 100 days. Employees hired on or after January 1, 2014 shall not accrue more than five hundred twenty (520) hours of sick time.

Sick leave benefits may be used under the following circumstances:

- Subd. 1. Absence necessitated by the inability to perform the duties of the position by the reason of illness or injury.
- Subd. 2. Absence for maintenance health or dental care.
- Subd. 3. Absence due to contagious diseases, which could endanger the health of other employees or members of the public.
- Subd. 4. Absence due to illness in the employee's immediate family. "Immediate family" shall be limited to grandparents, grandchildren, spouse, children/step-children, parent/step-parent, sibling, or spouse's parent.
- Subd. 5. Use of sick leave may also be authorized in cases of death of the spouse, children, brothers, sisters, parents, grandparents or grandchildren of either the employee or his/her spouse and wards of the employee. Use of sick leave for this purpose shall receive prior approval from the Employer.
- Subd. 6. Absence due to an approved Family Medical Leave.

Section C. The Employer may require a doctor's certificate for absences due to illness which exceed three (3) days or in those cases where there appears to be an abuse of sick leave.

Section D. Sick leave shall not accumulate to an Employee while in a non-pay status, except Employees on military leave.

Section E. Sick Leave During Vacation Leave. When sickness occurs within a period of vacation leave, the period of illness may, on presentation of a report from a registered practicing physician, be charged as sick leave and the charge against vacation leave reduced accordingly.

Article 9. VACATIONS

Section A. Full-time employees earn vacation benefits at the following rate:

<u>Years of Completed Service</u>	<u>Vacation Days Earned Per Year</u>	<u>Vacation Hours Earned Per Pay Period</u>
Start of employment - 4 years	11	3.385
More than 4 years - 9 years	13	4
More than 9 years - 14 years	17	5.231
More than 14 years - 19 years	19	5.846
More than 19 years - 24 years	21	6.462
More than 24 years	23	7.077

Part-time employees earn vacation according to the same schedule but on a pro-rata basis, based on an average of the number of hours the employee works per week.

Section B. Use of Vacation. In all cases, use of vacation shall be subject to the needs and service obligations of the Employer. An employee must receive prior approval from the County Attorney or his/her designee for using vacation.

Newly-hired Probationary employees are not allowed to use vacation during the first six (6) months of their probationary period.

Section C. Employees shall only be allowed to carry over up to 240 hours of vacation from pay period to pay period.

Section D. Transfer of Vacation Leave. Employees may transfer their accrued vacation leave to the sick leave account of another employee provided: (1) the recipient has exhausted all of his or her accrued vacation and sick leave; (2) the recipient is unable to work due to personal illness or injury; (3) the donor must transfer his or her accrued vacation leave in one (1) hour increments; (4) the donor's vacation leave balance shall be reduced by the number of hours transferred to the sick leave account of the recipient; and (5) the recipient may utilize the transferred hours only during a leave of absence for medical reasons.

Article 10. JURY DUTY

Section A. Full-time employees called for jury duty shall be compensated for the difference between the jury duty per diem (minus mileage reimbursement) and the employee's regular compensation for that same period. The employee shall provide a weekly report of jury duty pay, completed by Court Administration, to the Auditor-Treasurer's office.

Section B. Part-time employees shall earn a prorated jury duty benefit based on their normal work week.

Section C. Employees must return to work if possible when excused by the court during normal working hours.

Section D. Employees who are summoned or subpoenaed to appear before any proper civil authority shall be granted leave of absence with pay for such time as they are so ordered, except in an instance where the employee him/herself is a party to the matter under consideration.

Article 11. VOTING LEAVE

Section A. Employees shall be granted sufficient paid time off to vote on any statewide general election day or in any election to fill a vacancy in a county or State office.

Article 12.
HOSPITALIZATION, LIFE AND DENTAL INSURANCE

Section A. Section A. The Employer shall establish a hospital and medical insurance program (Base Plan) subject to the limitations, benefits and conditions established between the Employer and an insurance carrier. Any reduction in the aggregate value of benefit levels in the Base Plan shall be subject to collective bargaining. An Optional Plan shall be available for employees, subject to approval, limitations, benefits and conditions established by the insurance carrier.

Subd. 1. Full-time and permanent part-time employees working at least thirty (30) hours per week shall be eligible for Employer contribution toward hospital and medical insurance coverage.

Subd. 2. For each insurance-eligible employee who selected single medical coverage, effective 1/1/18 the Employer will contribute an amount equal to 100% of the single premium for the PFIP Value Option plan. For each eligible employee who selects family coverage, the Employer will contribute up to \$900 per month toward the family premium.

Any additional costs for such coverage shall be paid by the employee through payroll deduction. In no case shall the Employer contribution exceed that of the premium amount for the coverage (single or family) selected by the employee.

For employees electing the PEIP Value Option plan, the Employer will contribute a total annual amount of \$1,200 for single coverage and \$1,500 for family coverage toward the employee's VEBA plan to be made monthly over the course of a full year of enrollment.

For employees electing the PEIP HSA Compatible plan, the Employer will contribute a total annual amount of \$1,600 for single coverage and \$2,500 for family coverage toward the employee's HSA or VEBA plan to be made monthly over the course of a full year of enrollment.

Subd. 3. 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.

Subd. 4. The Employer shall provide a Section 125 Plan for health and dental insurance for employees.

Section B. The Employer shall establish and pay for a term life insurance program subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier for a minimum of \$15,000.00 for full-time employees and part-time employees working thirty (30) hours per week or more.

Section C. The Employer shall establish a dental insurance program subject to the limitations,

benefits and conditions established by the contract between the Employer and the insurance carrier.

Subd. 1. The Employer shall pay the full cost of the monthly premium cost of dental insurance for full-time and part-time employees working thirty (30) hours per week or more.

Subd. 2. In the event an employee elects dependent coverage, the employee contribution toward the monthly premium for dependent coverage shall be paid by the employee through payroll deduction.

Section D. For Mille Lacs County employees who are legally married to each other and require family medical insurance coverage, the Employer will contribute the cost of the lowest priced single medical insurance plan to the employee who is paying the family coverage premium, if the spouse enrolls in the family's plan and waives his/her single coverage.

Article 13. HOLIDAYS

Section A. Full-time employees will be eligible for the following paid holidays:

- New Year's Day January 1
- Martin Luther King Day Third Monday in January
- President's Day Third Monday in February
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day First Monday in September
- Veterans' Day November 11
- Thanksgiving Day Fourth Thursday in November
- Friday after Thanksgiving Fourth Friday in November
- Christmas Eve Day December 24, (4 hours p.m., if on a Mon-Thurs)
- Christmas Day December 25

Section B. Any holiday falling on a Saturday will be observed on the preceding Friday; any holiday falling on a Sunday will be observed on the following Monday.

Section C. Full-time employees shall be paid a holiday allowance at straight time for the day of observance of each of the above listed holidays. To be eligible to receive compensation for an observed holiday, employees shall not have been absent without paid leave (paid leave being approved vacation, sick leave, or other approved paid leave) on the work day before and after the holiday.

Section D. Part-time employees shall be paid a pro-rated holiday allowance based on an average of the number of hours the employee works per week. Part-time employees who are not scheduled to work on the day the holiday is observed shall receive a different day off, also pro-rated based on an average of the number of hours the employee works per week, with pay, scheduled by mutual agreement between the department head and employee.

Example: For full-day holidays, a part-time employee who works an average of 24 hours per week, would receive 4.8 hours holiday pay (or 4.8 hours off on a different day with pay).

Section E. Floating Holiday. Permanent full-time Employees are eligible for two floating holidays (two – 8 hours) per year. Permanent part-time employees are eligible for one pro-rated floating holiday per year. The employee must have successfully completed their probationary period to be eligible for this holiday. The employee must request approval from their department head at least 24 hours in advance to use the floating holiday. As similar to other holidays, a floating holiday does not carry over from one calendar year to the next. It must be used within the calendar year it is earned, or the time will be lost.

Article 14.

DISCIPLINE AND TERMINATION

Section A. Employer’s Right to Discipline. The employer shall have the right to impose disciplinary actions on all employees for cause only, except as provided in Article 5, probationary period. Disciplinary actions include, but are not limited to oral reprimand, written reprimand, suspension without pay, demotion, and termination.

Section B. Notification of Discipline. The employer shall provide written notice of any disciplinary actions, except in the case of an oral reprimand. The employee shall be asked to sign the written notice to acknowledge receipt. A copy of the notice shall be retained by the department head. A copy shall be forwarded to the Personnel Director and made part of the employee’s personnel file.

Article 15.

SEVERANCE PAY

Section A. Severance pay will be paid out to permanent employees upon retirement, resignation in good standing, resignation due to disability verified by a physician, or death of employee. Severance pay will be paid out at the time of layoff at the employee’s rate of pay on the effective date of the layoff, unless the employee requests that severance pay be held until after the expiration of the recall period or upon resignation in good standing. For the purposes of this section, an Employee resigning from a permanent part-time or full-time position is deemed in “good standing” if (1) employee provides a two (2) week notice of intent to resign and (2) employee returns all County property to the County.

Section B. Unused Sick Leave:

Severance pay is based on the following tenure of continuous years of service:

Most Recent Date of Hire	Continuous Years of Service	Leave Type	% of each Leave Type Included
1/1/14 or later	10 or more years	Vacation	100%
		Sick Leave	50%
	5 or more years	Vacation	100%
		Sick Leave	25%

	< 5 years	Vacation	100%
		Sick Leave	0%
Prior to 1/1/14	10 or more years	Vacation	100%
		Sick Leave	50%
	3 or more years	Vacation	100%
		Sick Leave	25%
	< 3 years	Vacation	100%
		Sick Leave	0%

Contingent upon the approval of the insurance carrier, employees may in lieu of payment of the above severance pay, apply such payment toward the cost of the premium to continue in the Employer's group health insurance plan.

Section C. In recognition of career Employees, Employees with ten (10) years of service or more shall receive additional severance pay and shall be paid upon termination in good standing one (1) day's pay at prevailing pay scale for each year of service.

Section D. An employee dismissed for cause shall not be entitled to any benefits pursuant to this Article.

Section E. An employee who has a sick leave accumulation in excess of one hundred (100) days as of December 31, shall have one-half of the days accumulated in excess of one hundred (100) days added to the employee's vacation accrual, and the other one-half paid to the employee at the employee's regular rate of pay as of December 31. The conversion to vacation and the cash payment will be made by the County in April following the year in which the excess sick leave accumulation occurred.

Article 16.
LEAVES OF ABSENCE

Section A. In the event it is necessary for an employee to be absent from work for reasons other than those provided in sick leave, vacation and jury duty, a written request for non-paid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.

Section B. In accordance with the Family and Medical Leave Act (hereafter referred to as FMLA), and corresponding State and Federal Laws, Mille Lacs County will grant job-protected FMLA leave according to the Mille Lacs County Personnel Policy.

Section C. Personal Leave. Requests for unpaid personal leave of absence of up to 3 days may be approved by the County Attorney. Any unpaid personal leave request of more than 3 days must be approved by the Board of County Commissioners. The approval of such request is discretionary with the Board.

Section D. Adjustment of Anniversary Date: An employee's anniversary date will be adjusted to reflect the time the employee is on an unpaid leave of absence that exceeds 30 calendar days.

Section E. An employee on an authorized unpaid leave of absence of more than 30 days shall maintain seniority for layoff relative to other employees, but shall not accrue seniority for step movement, vacation accrual, or other benefit program.

Section F. Employees who are absent from work without an approved leave of absence will be subject to the provisions of the discipline and discharge Article found in this Agreement.

Article 17.

VACANCY AND JOB POSTING

Section A. New Employee Placement. New employees shall normally be placed at the minimum of their classification. The County Attorney has sole discretion in determining what constitutes "directly related employment experience" and reserves the right to determine higher placement based on that experience. Upon completion of the probationary period, the employee shall receive a one-step increase, provided the employee was hired by the Employer on or before December 31, 2015.

Section B. The Employer shall post all vacant positions for no less than five (5) working days.

Article 18.

PLACEMENT AND PROMOTION, SENIORITY AND LAYOFF

Section A. Placement and Promotion. An Assistant County Attorney I who has completed two (2) years of service as a Mille Lacs County Assistant County Attorney I and has had satisfactory performance, as determined by the County Attorney, in consultation with the County Administrator, may be promoted to Assistant County Attorney II.

Section B. When an employee is promoted to the position of Assistant County Attorney II, the employee shall be placed on the lowest step possible on the pay scale that provides an increase of at least five percent (5%). Upon promotion, the employee's anniversary date shall become the date of the promotion.

Section C. Seniority.

Subd. 1. Seniority is defined as the permanent full-time employee's length of continuous service with the Employer since the employee's last hiring date. "Last hiring date" means the date upon which an employee first started work for and at the direction of the Employer, since which the employee has not quit, retired, been transferred outside the bargaining unit, or been discharged. Employees on layoff shall retain but shall not continue to accrue seniority from the date of layoff.

Subd. 2. Seniority will be prorated for permanent part-time employees.

Section D. The Employer shall maintain a seniority list of all employees covered by this Agreement.

Section E. Seniority standing shall be granted to all employees who have attained permanent status by completing a twelve (12) month probationary period. A seniority date of the employee attaining such permanent status shall be the first day of employment. During the initial probationary period, an employee may be discharged by the

Employer without cause and without the same being a breach of this Agreement or constituting a grievance hereunder.

Section F. Layoff. Employees may be laid off by the Employer to meet the needs of the Employer. Except in those instances where the Employer determines that the senior employees are not qualified to perform the remaining work, employees will be laid off in inverse order of seniority, with the least senior employee being the first to be laid off. Employees will be given written notice of layoff. When practical, the notice will be issued ten (10) working days in advance of the effective date of the layoff.

Section G. Recall. Employees shall retain recall rights for a period of one (1) year from the date of layoff. Employees shall be recalled in inverse order of layoff, provided the Employer determines they are qualified to perform the available work.

Subd. 1. Upon recall, the employee must respond and return to work within ten (10) working days of the date of the recall notice to exercise the employee's recall rights. If an employee fails to do so within ten (10) working days, the employee shall be considered as having resigned. If an employee returns to employment and voluntarily resigns, that employee forfeits any future seniority and recall rights. An employee on lay-off who has returned to work under the provisions of this section to the employee's former position shall return at the same wage step that he/she was receiving at the time of lay-off.

Subd. 2. It is the responsibility of the laid off employee to maintain on file with the Administrative Services Office a current mailing address and phone number.

Section H. An employee shall lose his or her seniority standing upon voluntary resignation from employment or upon discharge.

Article 19.

GRIEVANCE PROCEDURE

Section A. A grievance for the purpose of this Article is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section B. 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 the normal working hours only when consistent with such employee's duties and responsibilities. A grieved employee and the Union Steward shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union Steward have notified and received the approval of the County Attorney who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section C. Grievances shall be resolved in the following manner: (Steps 1 and 2 may be combined if County Attorney and Supervisor are the same.)

- Step 1. Upon the occurrence of an alleged violation of the Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee's immediate supervisor. If the matter is not resolved, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts upon which it is based, the alleged provisions violated in the Agreement, and the remedy requested. Any alleged violation of the Agreement shall be considered waived if not reduced to writing by the Union within fourteen (14) calendar days from the first occurrence of the event giving rise to the grievance.
- Step 2. A written grievance as specified in Step 1 shall be served upon the County Attorney. Within seven (7) calendar days after receiving the written grievance, the County Attorney and the employee shall meet and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the County Attorney, shall give his/her written answer to the employee within seven (7) calendar days following this meeting. In the event the Union does not proceed to Step 3 within seven (7) calendar days following receipt of the County Attorney's answer, it shall be considered to have waived the grievance.
- Step 3. If the grievance remains unresolved, the Union may within seven (7) calendar days after the response of the County Attorney, appeal the grievance in writing to the County Board with a copy to the County Administrator. A meeting will be held between the County Board or designee and the Union at the earliest possible date. If, as a result of this meeting, the grievance remains unresolved, the County Board or designee, shall give a written response to the Union within seven (7) calendar days following this meeting. The Union may refer the grievance to Step 5 within seven (7) calendar days, or if the parties mutually agree, to grievance mediation in accordance with Step 4.
- Step 4. If the County and the Union mutually agree, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation within seven (7) calendar days following the Step 3 County response. If the grievance is submitted to mediation and is resolved, the settlement shall be reduced to writing and signed by both the Employer and the Union. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 5 within seven (7) calendar days following the mediation meeting.
- Step 5. If the grievance remains unresolved after Step 3, the Union may within seven (7) calendar days after the response of the County Board, by written notice to the Employer, request arbitration of the grievance. If the parties are unable to agree upon the appointment of an arbitrator within five (5) days after submission of the grievance to arbitration, either party may then request the Commissioner of the Bureau of Mediation Services, State of Minnesota, to furnish a list of prospective arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike the next name. The process will be repeated, and the remaining person shall be the arbitrator.

Section D. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she 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 so 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 and effect of law. The arbitrator shall submit his/her decision in writing within thirty (30) days following close 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 based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be final.

Section E. 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.

Section F. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

If the Union does not strike arbitrators and notify the County, within thirty (30) calendar days of receipt of the arbitration panel from the Bureau of Mediation Services, the grievance shall be considered waived. If the County does not strike second arbitrator, after such notice from the Union, within thirty calendar days, the grievance shall be awarded to the grievant.

The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

Section G. Choice of Remedy. If, as a result of the written Employer response in Section C, Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Section C, Step 5, or a procedure such as Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Section C, Step 5, the grievance is not subject to arbitration pursuant to Section C, Step 5.

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, the italicized portion of this section shall be deleted.

Article 20.
NON-DISCRIMINATION

The terms and conditions of this Agreement will be applied to employees equally, without regard to or discrimination against or for any individual because of race, color, creed, sex, age, national origin, physical disability, or because of membership or non-membership in the Union.

Article 21.
NO STRIKES/NO LOCKOUT

Section A. The Union, its officers or agents, or any of the employees covered by this Agreement, shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment, regardless of the reason for so doing during the terms of this Agreement. In the event any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and instruct them to immediately return to their normal duties.

Section B. No lockout shall be instituted by the Employer during the life of this Agreement provided Section A of this Article is not violated by employees or the Union.

Article 22.
SEVERABILITY

Section A. In the event that any provision(s) of this Agreement is/are declared invalid, illegal or improper by proper legislative, administrative, or judicial authority from whose finding, determination or decree, no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

Section B. The parties agree to, upon written notice, enter into negotiations to place the voided provision(s) of the Agreement in compliance with the legislative, administrative, or judicial determination.

Article 23.

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section A. This Agreement shall represent the complete Agreement between the Union and the Employer. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Article 24.

EXPENSES

Section A. Meal and mileage allowance policies as set forth by the Board of Commissioners shall apply to employees covered by this Agreement.

Section B. The Employer shall pay the Minnesota attorney license fee for employees who have completed the probationary period. If the license fee is due during an employee's probationary period, the County will reimburse the employee upon successful completion of the probationary period.

Section C. Upon prior approval of course attendance by the County Attorney, the Employer shall pay the registration fee for forty-five (45) CLE credits during each employee's three-year reporting period, as required by the Minnesota Rules of Professional Conduct and/or Minnesota Board of Continuing Education.

Article 25.
DURATION OF AGREEMENT

Section A. This Agreement shall become effective January 1, 2018, and shall remain in effect through December 31, 2019, and continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.

Section B. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) calendar days prior to the expiration date specified in Section A of this Article. When notice is given for the desire to negotiate changes, the nature of such changes shall be specified in the notice.

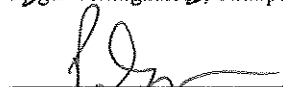
Agreed to this _____ day of _____, 2018, and attested to as full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the Employer and the Union.

MILLE LACS COUNTY BOARD



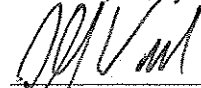
Roger Tellinghuisen, Chairperson

3-20-18
Date



Pat Oman, County Administrator

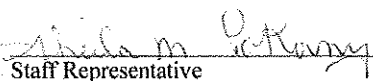
3/20/2018
Date



Joe Walsh, County Attorney


3/23/18
Date

LOCAL 2889, AFSCME, AFL-CIO



Staff Representative

March 5, 2018
Date



Union Steward

3/9/2018
Date

Appendix A - Payscale

1/1/18		1	2	3	4	5	6	7	8	9	10	11
2.25% Gen Adj.												
Asst County Atty I		\$33.58	\$34.42	\$35.28	\$36.15	\$37.05	\$37.98	\$38.92	\$39.91	\$40.90	\$41.93	\$42.97
Asst County Atty II		\$39.24	\$40.23	\$41.23	\$42.25	\$43.31	\$44.40	\$45.51	\$46.65	\$47.81	\$49.01	\$50.23
01/01/19												
2.5% Gen Adj.		1	2	3	4	5	6	7	8	9	10	11
Asst County Atty I		\$34.42	\$35.28	\$36.16	\$37.05	\$37.98	\$38.93	\$39.89	\$40.91	\$41.92	\$42.98	\$44.04
Asst County Atty II		\$40.22	\$41.24	\$42.26	\$43.31	\$44.39	\$45.51	\$46.65	\$47.82	\$49.01	\$50.24	\$51.49

Per Two-Week Pay Period												
1/1/18		1	2	3	4	5	6	7	8	9	10	11
2.25% Gen Adj.												
Asst County Atty I		\$2,686.40	\$2,753.60	\$2,822.40	\$2,892.00	\$2,964.00	\$3,038.40	\$3,113.60	\$3,192.80	\$3,272.00	\$3,354.40	\$3,437.60
Asst County Atty II		\$3,139.20	\$3,218.40	\$3,298.40	\$3,380.00	\$3,464.80	\$3,552.00	\$3,640.80	\$3,732.00	\$3,824.80	\$3,920.80	\$4,018.40
01/01/19												
2.5% Gen Adj.		1	2	3	4	5	6	7	8	9	10	11
Asst County Atty I		\$2,753.60	\$2,822.40	\$2,892.80	\$2,964.00	\$3,038.40	\$3,114.40	\$3,191.20	\$3,272.80	\$3,353.60	\$3,438.40	\$3,523.20
Asst County Atty II		\$3,217.60	\$3,299.20	\$3,380.80	\$3,464.80	\$3,551.20	\$3,640.80	\$3,732.00	\$3,825.60	\$3,920.80	\$4,019.20	\$4,119.20