

LABOR AGREEMENT
BETWEEN
THE COUNTY OF CARLTON
AND
AFSCME LOCAL UNION #2750
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
(Public Health & Human Services Unit)

JANUARY 1, 2021 -- DECEMBER 31, 2021

TABLE OF CONTENTS

ARTICLE 1	PURPOSE OF AGREEMENT	1
ARTICLE 2	RECOGNITION	1
ARTICLE 3	DEFINITIONS	2
ARTICLE 4	UNION SECURITY	3
ARTICLE 5	EMPLOYER AUTHORITY.....	4
ARTICLE 6	SENIORITY/PROBATION/QUALIFICATIONS	5
ARTICLE 7	GRIEVANCE PROCEDURE.....	8
ARTICLE 8	NO STRIKE.....	10
ARTICLE 9	WORK WEEK.....	10
ARTICLE 10	FLEX TIME.....	11
ARTICLE 11	HOLIDAYS	11
ARTICLE 12	VACATION LEAVE	12
ARTICLE 13	SICK LEAVE	13
ARTICLE 14	LEAVES OF ABSENCE.....	14
ARTICLE 15	ABSENCE WITHOUT LEAVE	17
ARTICLE 16	MILEAGE AND MEAL ALLOWANCE	17
ARTICLE 17	SUSPENSIONS AND DISCHARGE.....	17
ARTICLE 18	INSURANCE.....	18
ARTICLE 19	INDIVIDUAL RIGHTS	19
ARTICLE 20	SAVINGS CLAUSE.....	20
ARTICLE 21	COMPLETE AGREEMENT AND WAIVER OF BARGAINING.....	20
ARTICLE 22	SALARY INFORMATION.....	20
ARTICLE 23	VOLUNTARY TERMINATION.....	21
ARTICLE 24	TRAINING	22
ARTICLE 25	EMPLOYEE ASSISTANCE PROGRAM	22
ARTICLE 26	DISCIPLINE.....	22
ARTICLE 27	PART-TIME BENEFITS	23
ARTICLE 28	POSITION REEVALUATIONS	23
ARTICLE 29	SUCCESSOR AND ASSIGNS	23
ARTICLE 30	TERMS OF AGREEMENT	24
	2021 SALARY SCHEDULE	

ARTICLE 1. PURPOSE OF AGREEMENT

Section 1. **Intent and Purpose.** This contract, hereinafter referred to as the Agreement, is entered into between the County of Carlton, hereinafter referred to as the Employer, the American Federation of State, County, and Municipal Employees (AFSCME) District Council No. 65, and its affiliated Local No. 2750, hereinafter referred to as the Union. The intent and purpose of this Agreement is to:

- Subd.1. Establish the foundation for a harmonious and effective labor-management relationship.
- Subd. 2. Express in written form the complete agreement between the parties on hours, wages, and other conditions of employment, and to specify the duration of this Agreement.
- Subd. 3. Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this Agreement.

Section 2. **Quality of Service; Authority.** The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication. The parties recognize that this Agreement is not intended to modify any of the authority vested in the Employer by the statutes of the State of Minnesota, except provided in this Agreement.

ARTICLE 2. RECOGNITION

Section 1. **Employees Covered.** The Employer recognizes the Union as the exclusive representative for units of Carlton County employees composed as follows: all employees of the Carlton County Public Health and Human Services Department, or employees whose work is agreed to be Health and Human Services work (which, at the time of this agreement, are agreed to be the Collaborative staff, the Paralegal, and the Information Systems Specialist, Sr.), who are public employees within the meaning of Minnesota Statute Section 179A.03, subd. 14, excluding supervisory and confidential employees. (BMS Case No. 83-PR-747-A, July 1, 1983) In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 2. **Agreements not to Conflict; Exclusive Representative.** The Employer agrees that during and for the duration of this Agreement, it will not enter into, establish, nor promulgate any resolution, agreement, or contract with or affecting such employees as are defined, either individually or collectively, which in any way conflicts with the terms or conditions of this Agreement or with the role of the Union as the exclusive representative agency for such employees.

Section 3. **Good Faith.** Each party to this Agreement hereby acknowledges the rights and responsibilities of the other party and agrees in good faith to discharge its responsibilities under this Agreement.

ARTICLE 3. DEFINITIONS

Section 1. As used in this chapter, the terms defined in this section have the meanings given them.

- Subd. 1. **Base Pay Rate.** The employee's hourly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.
- Subd. 2. **Continuous Service.** Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.
- Subd. 3. **Days.** Unless otherwise indicated, calendar days.
- Subd. 4. **Demotion.** A change to a classification with a lower pay range than the classification presently held by the employee.
- Subd. 5. **Department.** An organizational unit of government supervised by the Employer and doing business or providing services on its behalf.
- Subd. 6. **Employee.** Any individual who has been hired to work for the Carlton County Public Health and Human Services Department and who is a member of the exclusively recognized bargaining unit defined in Article 2 of this Agreement.
- Subd. 7. **Employer.** The Carlton County Board or their designated representative(s).
- Subd. 8. **Layoff.** Separation from service with the Employer, necessitated by lack of work, lack of funds, or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- Subd. 9. **Leave of Absence.** An approved absence from work duty during a scheduled work period with or without compensation.
- Subd. 10. **Pay Range.** The series of salary steps assigned to a particular classification. For purposes of determining promotions and demotions its relative position shall be determined by its highest step.
- Subd. 11. **Permanent Employee.** An employee as defined in Subd. 6 of this Section who has completed the required probationary period for newly hired or rehired employees.
- Subd. 12. **Probationary Period.** The first 975 hours of full-time equivalent (FTE) service of newly hired or rehired employees.
- Subd. 13. **Promotion.** A change to a classification with a higher pay range than the classification presently held by the employee.

- Subd. 14. **Pyramiding.** The payment of more than one form of premium compensation for the same hours of work.
- Subd. 15. **Regular Employee.** An employee as defined in Subd. 6 of this Section who is employed to work for the Carlton County Public Health and Human Services Department, and who works regularly full-time or regularly part-time at least fourteen (14) hours per week or thirty-five percent (35%) of the standard work week and who is not on probation as a new hire.
- Subd. 16. **Seniority.** Length of service as established by Article 6.
- Subd. 17. **Trial Period.** The first 975 hours of full-time equivalent service in a new position of a promoted or transferred employee.
- Subd. 18. **Union.** Local 2750, Council 65, American Federation of State, County, and Municipal Employees.
- Subd. 19. **Union Member.** A member of Local 2750, American Federation of State, County, and Municipal Employees.

ARTICLE 4. UNION SECURITY

Section 1. **Employer's Responsibilities.** In recognition of the Union as the exclusive representative, the Employer shall:

- Subd. 1. Deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deduction in a form agreed upon by the Employer and the Union.
- Subd. 2. Deduct service fees for a bargaining unit employee who has authorized in writing such deductions.
- Subd. 3. Remit monthly 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. 4. Allow Union approved payroll deductions in addition to dues.

Section 2. **Union's Responsibilities.** Consistent with this agreement, the Union shall:

- Subd. 1. Agree to represent all members of the unit fairly and without discrimination.
- Subd. 2. Certify to the Employer, in writing, the current amount of regular dues to be withheld.

Section 3. **Union Officers and Stewards.** The Union may designate certain employees from the bargaining unit to act as officers and stewards. The Union shall provide the Employer with a current list annually or when changes are made.

- Subd. 1. The Employer agrees to recognize stewards certified by the Union as provided in this Section, subject to the following stipulations: stewards and other employee Union officers shall not leave their work stations to conduct Union business without prior permission of their designated supervisor(s), and they shall notify their designated supervisor(s) upon return to their work station. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances to the Employer. No more than one (1) steward shall on paid time investigate or present a grievance.
- Subd. 2. Representatives of the Union, previously certified to the Employer as provided herein, shall be permitted on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify and receive approval from the Carlton County Public Health and Human Services Director and/or the Human Resources Director and provided the Union representatives do not interfere with the work of employees.
- Subd. 3. The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs, and any other items specifically approved by the Employer. The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

Section 4. Dues Deduction. It is agreed that the Employer's obligation to provide for dues deductions and/or service fee assessments shall continue only for the period of time that such deductions/assessments are non-negotiable and required by the Public Employment Labor Relations Act (PELRA).

Section 5. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 5. EMPLOYER AUTHORITY

Section 1. It is recognized by both parties that, except as expressly stated herein, the Employer shall retain whatever right and authority necessary for it to operate, including: the right to direct the working forces; to plan, direct, and control all the operations and services of the department; to determine the method, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, or relieve employees; to demote, suspend, discipline or discharge for just cause; to make and enforce rules and regulations which are not in conflict with this Agreement; and to change or eliminate existing methods, equipment, or facilities. Furthermore, the Employer has the additional rights as follow:

- Subd. 1. To operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities, including the Minnesota Merit System Rules, except as expressly provided in this Agreement, and to establish such work rules as do not conflict with the provisions contained in this Agreement.
- Subd. 2. To maintain the efficiency of the government operations.
- Subd. 3. To take whatever actions may be necessary to carry out the missions of the Employer in emergencies and furthermore, both parties agree that in order to maximize service delivery to the citizens of Carlton County, it may be necessary to contract with another agency to provide services. If this situation occurs, it is agreed that contracting will not supplant existing workers, but augment the agency's ability to provide service with the understanding, in any one job position, contracted employees will not exceed the number of Union/County employees. In case of any and all layoffs, the contracted employee(s) shall precede a Union/County employee.

ARTICLE 6. SENIORITY/PROBATION/QUALIFICATIONS

Section 1. Seniority.

- Subd. 1. The Employer shall maintain seniority lists as of the effective date of this Agreement structured by each position classification to include and rank, in order of highest to lowest seniority, all permanent employees in the bargaining unit, and will provide said list to the Union upon written request. An employee who is transferred or promoted to a position outside this bargaining unit shall maintain, but shall not accrue, additional classification seniority in classification(s) held by the employee within this bargaining unit, so long as the employee continues to be employed by Carlton County.
- Subd. 2. There shall be three types of seniority established by this Agreement, which are as follows:
 - 1. Service seniority, which shall be the total length of continuous service with the Employer.
 - 2. Department seniority, which shall be the total length of service within the Public Health and Human Services Department.
 - 3. Classification seniority, which shall be the total length of service within a position classification. Employees working as lead workers or team leaders shall continue to accrue seniority in their base classification.
- Subd. 3. An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.

Subd. 4. Permanent part-time employees will accumulate seniority according to the hours actually worked.

Section 2. Seniority; Determinations By. Seniority shall determine the order of the following:

- Subd. 1. Layoff, which shall be by classification in inverse order of classification seniority. However, an employee about to be laid off who has served in an equal or lower paying classification shall have the right to bump (displace) the employee with the least classification seniority in such classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped. Employees who have maintained classification seniority within this bargaining unit may exercise their seniority to bump back into a classification within this bargaining unit in the event of layoff from a position outside this unit. Employees shall be given a forty-five (45) day notice prior to being laid off. The classifications of Social Worker - Master and Social Worker shall be considered one class for seniority purposes under this Article. Likewise, the classifications of Public Health Nurse - Master and Public Health Nurse shall be considered one class for seniority purposes under this Article. This shall in no way be construed to affect a particular class' pay, benefits, or duties.
- Subd. 2. Recall from layoff, which shall be by classification within a department in inverse order of layoff, provided that, if an employee does not return to work upon recall as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for two (2) years from the date of layoff, at which time all recall rights shall terminate.
- Subd. 3. Temporary or other non-regular employees in the same classification shall precede permanent employees in layoff. No new employees shall be hired in a position classification where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

Section 3. Seniority; Job Postings; Hiring. The Employer is committed to hiring the most qualified candidate for County service. Open positions within the Bargaining Unit shall be posted internally to the Bargaining Unit bulletin board and e-mailed to all employees in the Bargaining Unit. Current employees shall have three (3) days to exclusively apply for the open position. The Employer can post positions externally simultaneous with the internal posting in order to ensure the timeliness of the hiring process. Current employees shall continue to be eligible to apply for any open position after the Employer posts the position externally. Bargaining unit members shall be included on interview committees for bargaining unit vacancies, unless the department head determines it is not in the best interests of the county to do so. In such situations, reasons for non-inclusion shall be communicated to the Union. Finalists for a position shall be selected based on a rating of training and experience. Those selected as finalists and present employees who meet the minimum qualifications for the position shall be further evaluated by structured interviews. Applicants shall be evaluated based on a 100 point

scale with the position being awarded to the individual obtaining the most total points. Present employees who are not the successful candidate may request, and shall receive upon request, their point total and final ranking. If all other qualifications are equal, the most senior applicant shall receive a promotion.

Section 4. **Probation.**

- Subd. 1. All newly hired or rehired employees shall serve a six (6) month FTE probationary period. The Employer has the option to extend the probationary period for an additional three (3) months. The Employer shall notify the Union in the event that an employee's probationary period is to be extended.
- Subd. 2. The Employer, at its sole discretion, may discipline or discharge a probationary employee, and such action shall not be subject to the grievance procedure.
- Subd. 3. All employees promoted or transferred to a new position shall serve up to a six (6) month trial period.
- Subd. 4. The employer may return a trial period employee to a position in the employee's former classification and to the employee's rate of pay immediately previous to transfer or promotion.
- Subd. 5. Upon written thirty (30) day notice a trial period employee shall have the right to revert to a position in the employee's former classification, and to the employee's rate of pay immediately previous to transfer or promotion.
- Subd. 6. A trial period employee who uses approved unpaid leave during the trial period shall have their trial period extended by the number of days used. Effective dates for pay increases (if applicable) shall not be affected by such extensions.
- Subd. 7. Employees temporarily assigned by the Employer to work out of their normal classification shall have the terms and conditions of such appointment defined in a Letter of Understanding between the Employer and the Union.
- Subd. 8. Reassignment to a primary work location greater than ten (10) miles from the employee's current primary work location shall be based on seniority when no volunteers are forthcoming. The most senior volunteer shall have first choice.

Section 5. Probation; Vacation Accruals. A probationary employee shall accrue vacation and sick leave during the probationary period, but may not use accrued vacation until successful completion of the probationary period. An employee who is terminated during the probationary period shall have no right to accumulated vacation.

ARTICLE 7. GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. A grievance is defined as a dispute or a disagreement as to the interpretation or application of the specific terms or conditions of this Agreement.

Section 2. Processing of a Grievance. It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have notified and received the approval of the Employer who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 3. Procedure. Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee or a group of employees claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor. The supervisor will respond to such Step 1 grievance within ten (10) calendar days after receipt. A grievance placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy requested shall be appealed to Step 2 within ten (10) calendar days after the supervisor's final response to Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the department head or his/her designee. The Step 2 written grievance shall be signed by all the original grievants who wish to pursue the grievance unless the Employer and the Union mutually agree to waive the signing requirement. The department head or their designee shall give the Union the Employer's Step 2 response in writing within ten (10) calendar days after receipt of such grievance. A grievance not resolved at Step 2 may be appealed to Step 3 within ten (10) calendar days following the department head or his/her designee's final Step 2 response. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented to the County Board. The County Board, or their designee shall give the Union the Employer's response in writing within ten (10) calendar days after presentation of such Step 3 grievance. A grievance not resolved at Step 3 may be appealed to Step 4 within ten (10) calendar days following the County Board's or their designee's final response to Step 3. Any

grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

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

Section 5. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. Specifically, the arbitrator may not apply outside information to overrule the terms of the Agreement; may not ignore the language of the Agreement to pursue the intent of the parties and may not apply the common or accepted law of the shop to countermand or ignore the written terms of the Agreement; and may not accept past practice as evidence unless such practice is known and agreed to by the Public Health and Human Services Director prior to the occurrence giving rise to the grievance. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or submission of briefs by the parties whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the responsible parties. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally.

Section 6. Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last response. 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. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

Section 7. Choice of Remedy. If, as a result of the written Employer's response to Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 or a relief may be sought under legal statute, including but not limited to, Veterans Preference or Human Rights. If appealed to any procedure other than Step 4 of Section 4, the grievance is not subject to the arbitration procedure as provided in Step 4 of Section 4. The aggrieved employee shall indicate in writing which procedure is to be utilized

pursuant to Step 4 of Section 4, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Section 4.

ARTICLE 8. NO STRIKE

Section 1. Neither the Union, its officers, or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass absenteeism, sympathy strike, 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 for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to disciplinary action up to and including discharge.

ARTICLE 9. WORK WEEK

Section 1. **Standard Work Week.** The standard work week for all full-time employees shall be 37-1/2 hours, composed of five (5) consecutive 7-1/2 hour days, Monday through Friday. An employee shall be granted two (2) fifteen (15) minute paid breaks and one (1) one-half (1/2) hour unpaid break during each regular work day.

Section 2. **Limitations.** This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 3. **Employer's Rights.** Work shifts, staffing schedules, and the assignment of employees thereto shall be established by the Employer.

Section 4. Overtime.

Subd. 1. Requests for cash payment for overtime earned during a pay period must be so noted on the time sheet and submitted to accounting by the normal payroll cut-off for the period during which the overtime was earned. All hours worked in excess of forty (40) hours per week shall be considered overtime. For exempt employees who may utilize flex time (Article 10), overtime will commence at eighty (80) hours within a two (2) week pay period. For purposes of computing overtime, the workweek shall begin at 12:01 a.m. Saturday. Non-compensated leave of absence hours shall not be included in the calculation of hours worked per week required to qualify for overtime premium. All hours in compensated payroll status shall be considered as hours of work required to qualify for overtime premium. The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

Subd. 2. All non-exempt employees shall be compensated in compensatory time at the straight time rate for hours worked between 37.5 and 40 per week. All non-exempt employees shall be compensated in cash or compensatory time for all overtime hours worked (hours in excess of 40 per week) at the rate of time and one-half (1-1/2) the employee's base pay rate. Non-exempt employees may accrue up to 120 hours of compensatory time. The annual accounting date for this compensatory time carryover will be June 30. Accrued compensatory time shall be cashed out upon termination.

Subd. 3. Exempt employees shall receive compensatory time at the straight time rate for hours worked in excess of 37.5 hours per week. Exempt employees may accrue up to 120 hours compensatory time. The annual accounting date for this compensatory time carryover will be June 30. Accrued compensatory time shall be cashed out upon termination.

Section 5. **Workplace Closings; County-wide.** When the County makes the decision to close a county building or buildings, any employees who are unable to work due to the fact that their primary and any previously designated alternative worksite is unavailable to them shall be compensated consistent with the County's policy on workplace closure or, in the instance that the policy is not clear or in existence, consistent with the manner in which all other employees are compensated.

Section 6. **Workplace Closings; Human Services Agency Office Only.** Employees on vacation, sick leave, or personal leave shall deduct only the actual hours the Public Health and Human Services offices were officially open. Employees scheduled to work shall receive their full pay for any scheduled hours missed due to official closing at the facility they are assigned to.

ARTICLE 10. FLEX TIME

Section 1. Flex time may be used as approved by the employee's supervisor and/or the department head.

ARTICLE 11. HOLIDAYS

Section 1. **Paid Holidays.** For the purpose of this Agreement, the following days shall be considered as paid holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Section 2. **Holidays on a Weekend.** Should Christmas Eve Day or Christmas Day fall on a Saturday or Sunday, the holidays shall be arranged to have Friday and Monday as the paid days off. In the event that a holiday listed in Article 11, Section 1 falls on a Sunday, the following

Monday shall be observed as the paid holiday. If any of these holidays fall on a Saturday, the preceding Friday shall be the paid holiday or the day commonly celebrated.

Section 3. Holidays during Vacation or Sick Leave. Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.

Section 4. Compensation for Holidays Worked. If an employee is required to work on one of the above-mentioned holidays, they shall be reimbursed at the rate of one and one-half (1-1/2) time for all hours worked on the holiday.

ARTICLE 12. VACATION LEAVE

Section 1. Full-time Employees. All full-time employees shall be eligible for vacation leave at their current base pay rate, except newly hired employees, who shall accrue but shall not be eligible to utilize vacation leave during the probationary period.

Section 2. Accrual Schedule. Permanent full-time employees shall accrue vacation leave in accordance with the following schedule, provided that vacation leave shall only accrue when an employee is on compensated payroll status. Part-time employees shall accrue vacation on a prorated basis and shall advance on the schedule below, based on accumulated hours of service (1,950 hours equals one year of service).

<u>Years of Service</u>	<u>Hours per year</u>	<u>Hours per pay period</u>
0-4 years	90	3.46
5-9 years	112.5	4.33
10-14 years	135	5.19
15-19 years	157.5	6.06
20-24 years	180	6.92
25+ years	202.5	7.79

Section 3. Accrual Limits. Vacation leave shall not accumulate in excess of two hundred two and one-half (202-1/2) hours. There shall be no maximum during the year, but accrual must be to the limit of 202-1/2 hours by December 31 each year.

Section 4. Vacation Requests. Requests for vacation leave must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the date(s) requested and fifteen (15) calendar days in advance of the dates requested for vacation periods of five (5) days or more duration. All vacation requests are subject to the supervisor's approval. The supervisor shall respond within twenty-four (24) hours to the forty-eight (48) hour request, and within five (5) days for the longer period request. The advanced notice requirements may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the Employer. When it is necessary for the Employer to disapprove vacation leave requests because of the number of employees requesting leave exceeds the number of employees the Employer determines it possible to grant vacation leave at one time, the Employer shall grant such requests

on the basis of department seniority. Seniority shall prevail for the scheduling of vacation prior to April 1 of each year.

Section 5. Vacation Severance. Employees shall not be entitled to receive cash payment in lieu of leave for unused accumulated vacation. However, upon complete termination of employment of permanent employees or upon transfer or promotion to a position under the jurisdiction of another county, permanent employees shall be paid for the unused accumulated vacation leave to their credit. Any vacation severance due to a terminating employee shall be paid at the employee's base rate at the time of termination.

Section 6. Vacation as Sick Leave. Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

Section 7. Increments of Usage. Vacation may be utilized in one-half (1/2) hour increments.

ARTICLE 13. SICK LEAVE

Section 1. Accrual. Sick leave shall be accrued by full-time employees at the rate of 3.46 hours per pay period. Sick leave, when authorized, shall be paid at the employee's current base pay rate.

Section 2. Unused Accruals. Sick leave may be accrued to a maximum of one thousand three hundred fifty (1,350) hours as of the annual accounting date of December 31. Unused accrued sick leave shall be paid out upon retirement at the employee's current base rate of pay up to a maximum of nine hundred seventy-five (975) hours as per Article 23, Section 3.

Section 3. Sick Leave Defined. Sick leave is defined as absence from work necessitated by the inability of an employee to perform his/her duties by reason of the employee's illness, injury, necessity of medical or dental care, or legal quarantine, or to care for the spouse and/or child(ren), stepchild(ren), parents of the employee or spouse, or any other eligible person as defined by MN Statute 181.9413.

Section 4. Usage. Sick leave usage shall be subject to approval and verification by the Employer, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave, and other information the Employer deems necessary.

Section 5. Notice; Waiver of Notice. To be eligible for sick leave payment, an employee must notify his/her designated supervisor prior to the starting time of his/her scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 6. **Medical Leave.** A disabled employee who, because of extended illness or injury, has exhausted all compensated leave may be granted a medical leave of absence without pay, not to exceed ninety (90) days. Additional leave may be requested pursuant to the Americans with Disabilities Act (ADA).

Section 7. **Disabilities Defined.** Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are, for all job related purposes, temporary disabilities and shall be treated as any other illness in connection with employment.

Section 8. **Worker's Compensation.** Any employee who by reason of illness or injury receives worker's compensation benefits may utilize the worker's compensation benefits and may use their accumulated leave time to maintain but not exceed their total average weekly compensation.

Section 9. **Sick Bank.** A sick leave bank is available to employees. The sick leave bank shall be administered by a committee in accordance with guidelines approved by the Employer. Upon the annual accounting date, up to forty-five (45) hours over the maximum sick leave accumulation of one thousand three hundred fifty (1,350) hours shall be donated to the sick leave bank.

Section 10. **Employee Contribution to Health Insurance Premium.** Employees reaching their maximum sick leave accumulation of one thousand three hundred fifty (1,350) hours may elect to contribute unused hours over the maximum toward payment of the employee portion of their health insurance premium. Election must be made on an annual basis, cannot be changed during the year, and to be eligible the employee must have reached the maximum accumulation as of December of the year immediately preceding the election.

ARTICLE 14. LEAVES OF ABSENCE

Section 1. **Submission Requirements.** All requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. All requests for leave shall be submitted as soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence. Leave requests will be evaluated on an individual basis and weighed against the mission, operational needs and requirements of the agency to perform its public duty.

Section 2. **Response Requirements.** Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the supervisor. All requests for leave of absence shall be answered promptly. The supervisor's response to a request for leave of absence shall state the basis for denial if the request is denied, but no employee shall be required to exhaust vacation leave prior to leave of absence. An employee may appeal a denial of a leave of absence to the County Board but not to arbitration.

Section 3. **Return from Leave.** Upon return from a leave of absence, the employee shall be reinstated to the position the employee held when the leave began or to a comparable position in terms of essential functions, hours of work, and rate of pay. An employee returning from leave

without pay shall be reinstated at the step of the salary schedule where the employee was when the leave began, with any adjustments added to the schedule during their leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the next on the salary schedule, or toward length of service required to complete a probationary or trial period nor seniority.

Section 4. **Leaves with Pay.**

Subd. 1. Court Appearance Leave

1. Leave with pay shall be granted for appearance before a court, legislative committee, or other judicial or quasijudicial body in response to a subpoena or other direction of proper authority for job-related purposes other than those instituted by the employees or the Union.
2. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. Such employee shall be paid the employee's regular pay less the fee received, exclusive of expenses, for serving as a witness as required by the Court. Employee-incurred expenses will be reimbursed in accordance with current County policy.
3. The Employer will pay the difference between jury wages and regular wages for any employee selected for jury duty. If an employee is excused from jury duty during the working day, time permitting, the employee shall report to work.
4. Any absence, whether voluntary or by legal order to appear to testify in private litigation, not in the status of an employee, shall not qualify for leave under this Article and shall be charged against accumulated vacation leave.

Subd. 2. **Military Duty Leave.** In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at the employee's current base pay rate for the period of active duty required for such training, not to exceed fifteen (15) calendar days per calendar year. The employee shall present the Employer with official copies of the order(s) received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.

Subd. 3. **Funeral Leave.** Up to five (5) days paid leave shall be allowed for mourning the death of an employee's spouse, child, parent, sibling, grandparent, stepchild, stepparent, grandchild, daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, and brother-in-law, and the employee's spouse's grandparent. Up to three (3) days paid leave shall be allowed for the purpose of attending the wake and funeral of the employee's legal ward, aunt, uncle, niece, and nephew. One (1) day paid leave may be granted for the purpose of attending the wake and/or funeral of a current Carlton County employee, with the understanding that some staff may be required to staff the department as directed by the department head.

- Subd. 4. **Personal Leave Days.** Employees shall receive forty-one (41) hours of personal leave each year. Personal leave will be prorated for the calendar year in which an employee is first employed as follows:

<u>First Working Day</u>	<u>Hours Earned</u>
Jan 1 to Apr 30	41
May 1 to Aug 31	26
Sep 1 to Dec 31	18.5

These hours are available for use during the probationary period with supervisor approval. Personal leave hours must be used during the calendar year in which they are allotted; there shall be no carryover of hours from year to year.

Section 5. **Leaves without Pay.**

- Subd. 1. **Employer Approved.** At the discretion of the Employer, a leave of absence without pay, for reasons other than disability, may be granted to an employee requesting such leave in writing. Such leave shall not exceed one (1) year, except educational leave for an employee enrolled in graduate school which may exceed one (1) year, but shall not exceed two (2) years. Leaves of up to ten (10) working days may be approved by the department head. Leaves in excess of ten (10) working days must be approved in advance by the County Board.
- Subd. 2. **Military Leave.** Employees shall be entitled to military leaves of absence without pay for service in the Armed Forces of the United States. Such leave shall be authorized only in cases where the employee has been officially called to active duty in the military service, and shall be authorized only so long as the employee is in the service as required by the government.
- Subd. 3. **Union Business.** The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the department.
- Subd. 4. **Family and Medical Leave Act.** Employees who have completed at least one (1) year of service and have worked at least 1,250 hours over the previous twelve (12) months and who have a serious health condition as defined in the Family and Medical Leave Act of 1993 may request up to twelve (12) weeks of leave per year during which their health insurance coverage will be maintained with the employee only responsible for the employee share of the premium.

Section 6. Parenting Leave. Subject to the provisions of this Section and only to the extent which it would be more advantageous to the employee: up to twelve (12) weeks of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. The provisions of this Section shall not be in addition to FMLA leave and shall be consistent with MN Statutes 181.941 and 181.943. In order to be eligible for parental leave, the

employee must have been employed with the Employer for at least twelve (12) months and worked at least half (1/2) time over the preceding twelve (12) months. The employee must take the parental leave within twelve (12) months of the birth or adoption of the child. The employee must request the parental leave in writing to his/her department head at least four (4) weeks in advance of the commencement of the leave. Upon expiration of the parental leave and the employee's return to work, the employee shall be assigned to the employee's former position or a position of comparable duties, hours and pay. If, during parental leave, the employer experiences a layoff and the employee would have lost his/her position pursuant to the layoff and recall provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the former or comparable position, and, in such circumstances, the employee shall retain all rights under the layoff and recall provisions of this Article as if the employee had not taken the parental leave. Employees may request that parental leave be extended up to a maximum of six (6) months, which extension shall be optional at the sole discretion of the employer. An employee who requests and is granted an extension of parental leave may, if reasonable to the needs of the Employer, have arrangements made for the employee to return to their position or a like position at the end of the extended parental leave period.

ARTICLE 15. ABSENCE WITHOUT LEAVE

Section 1. **Absence without Leave.** Any absence of an employee from scheduled duty that is not promptly reported to or authorized by the Employer shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days shall be deemed to have resigned their employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE 16. MILEAGE AND MEAL ALLOWANCE

Section 1. **Mileage Reimbursement.** County employees who use their personal car for County business shall be reimbursed according to the mileage rate set by the Internal Revenue Service so long as such use is in accordance with departmental policy on vehicle usage. An employee who may use their personal car for County business must furnish proof of insurance to the Human Resources Office at least as to the limits prescribed by the County Board.

Section 2. **Meal Allowance.** For meetings or training out of the County, meal allowance shall be reimbursed to employees at the rate prescribed by the County Board.

ARTICLE 17. SUSPENSIONS AND DISCHARGE

Section 1. **Just Cause.** Suspensions, discharges, and demotions to a lower classification shall be made only for just cause. Notice of any such action shall be sent to the employee. Any such action shall be subject to the Grievance Procedure.

Section 2. Process. In the event an oral or written complaint regarding an employee is brought to the attention of the Human Resources Department, that department will research the details provided in the complaint to determine if a formal investigation is necessary. From the date the Human Resources Department has determined that a formal investigation is warranted, that department will have ten (10) business days to inform the employee in writing, with a copy to the Union Business Agent, that a complaint has been made and that a formal investigation will be pursued. The Human Resources Department will have sixty (60) days from the date of that notice within which to complete its investigation and produce a written recommendation for discipline. However, in the instance that outside counsel is hired to conduct the investigation, the parties agree that the sixty (60) day limit will not apply, but rather, a “best estimate” will be arrived at as to the length of time that may be needed to complete the investigation, and that estimate will be provided in writing to the employee and the Union. The Human Resources Department will provide the Union with a written update as to the status of the outside investigation within two (2) weeks upon request by the Union, but in no event shall a request be made or a response be required more often than once every two (2) weeks. In either case, a final decision shall be reduced to writing and provided to the employee and, if a proper release has been produced, to their Business Agent.

ARTICLE 18. INSURANCE

Section 1. Eligibility. Insurance benefits as herein specified shall apply only to employees regularly scheduled as full-time (1.0 FTE) or as defined in Section 8 of this Article.

Section 2. Health Insurance. The Employer shall pay for the basic health insurance for the full-time employee and 80% of the cost of providing basic health insurance for the full-time employees’ dependents.

Section 3. Liability Protection. The Employer agrees to provide for liability protection for employees covered by this Agreement who are performing professional level service. Such liability protection shall be for tort actions arising out of an alleged act or omission occurring within the scope of such employee’s assigned official employment duties, except where such tort action arises from ignorance of laws, malfeasance, willful or wanton neglect of duty, or criminal negligence. Subject to current market availability, the Employer shall provide professional liability insurance for all nurses and family based service providers (for said coverage, the Employer will pay up to \$225 per employee).

Section 4. Life Insurance. The Employer will provide term life insurance coverage of \$65,000 on each full-time employee with the premium being paid by the Employer. For part-time employees working .50 FTE or more, the benefit amount shall be based upon the pro-rated FTE employment.

Section 5. Limitations. The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer’s only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as the result of a denial of insurance benefits by an insurance carrier.

Section 6. Dental Plan. A voluntary employee paid dental insurance plan is available. No cost shall accrue to the Employer as a result of the provision or maintenance of such plan.

Section 7. Retiree Health Insurance Contributions. Employees hired on or after January 1, 2020, are eligible for contributions towards the premiums of a County sponsored health plan upon PERA retirement beginning at age fifty-five (55) according to the following non-cumulative schedule:

15 years of service	\$5,000 towards premiums
20 years of service	\$7,500 towards premiums
25 years of service	\$10,000 towards premiums

Retirees hired on or before December 31, 2019, are eligible beginning at age fifty-five (55), or at age fifty (50) with thirty (30) years of service, for County contribution to their health insurance premiums according to the following schedule:

10 years of service	50% of the Employer portion of the premium
15 years of service	58% of the Employer portion of the premium
20 years of service	66% of the Employer portion of the premium
25 years of service	85% of the Employer portion of the premium
30+ years of service	Not to exceed the rates being paid for active employees

Section 8. Part-Time Employee Health Insurance. The Employer shall contribute to the health insurance premiums of certain part-time employees on the following basis:

Those employees working a regularly assigned schedule delineated in the annual budget of at least seventy (70) percent (1365 hours, .7 FTE) shall receive a prorated contribution equal to their percentage time toward the single standard health insurance premium; any costs above that amount, including the cost to provide health insurance for the employee's dependents, shall be totally the employee's responsibility. The assigned hours of any current positions and all future positions shall be the total discretion of the employer, not subject to grievance or arbitration.

ARTICLE 19. INDIVIDUAL RIGHTS

Section 1. Employees have the right to join or to refrain from joining the Union. Neither the Employer nor the Union shall discriminate against or interfere with the rights of employees to become or not to become members of the Union, and further, there shall be no discrimination or coercion against any employee because of Union membership or non-membership. The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint, or coercion.

ARTICLE 20. SAVINGS CLAUSE

Section 1. This Agreement is subject to the laws of the United States, the State of Minnesota, and Carlton County. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided and negotiation shall begin on the voided provision within fifteen (15) calendar days. All other provisions shall continue in full force and effect.

ARTICLE 21. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1. **Complete Agreement.** This Agreement shall represent the complete Agreement between the Union and the Employer.

Section 2. **Rights of Parties.** 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 not specifically 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, unless they mutually agree to do so.

ARTICLE 22. SALARY INFORMATION

Section 1. **Wages.**

Subd. 1. Generally. Wages and classifications shall be attached to this Agreement as Wage Schedule.

Subd. 2. Wages for 2021. First day of the first full pay period of 2021 – 1.75% general increase. These benefits shall be applied retroactively, if necessary.

Section 2. **Steps.**

Subd. 1. **New Employees.** New employees shall normally be paid at the minimum (Step 1) of the salary range for their classification. However, the Employer may pay a new employee at Step 2 or higher if such higher placement is justified by exceptional qualifications of the new employee or by lack of available qualified eligible persons at the minimum rate.

Subd. 2. **Step Increases.** An employee shall be eligible for a step upon the completion of 1950 compensated hours following hire and every 1950 compensated hours

thereafter. For promoted employees, the employee shall be eligible for a step following the 90 days promotional step, and upon the completion of every 1950 compensated hours thereafter. Employees working two or more separate classifications shall be entitled to their step increases based upon the total FTE regardless of number of classifications.

- Subd. 3. **Promotion Step.** In the event of a promotion or job transfer to a higher grade level, the promoted or transferred employee will be placed at the step within the new grade that represents at least a forty-five cent (.45) pay increase for the first ninety (90) calendar day period. Upon completion of the ninety (90) days, he/she will then progress to the next step in the new grade, and shall progress through any remaining steps at the regular rate of one step every twelve (12) months.
- Subd. 4. **Salary upon Return from Trial Period.** An employee who does not successfully complete a trial period and returns to the employee's former classification pursuant to Article 6, Section 4, Subds. 4 and 5, shall return to the anniversary date and rate of pay which the employee had in the former classification.
- Subd. 5. **Maximum Salary.** An employee's salary shall not exceed the established range for the employee's classification.

Section 3. **Pay Days.** Regular and normal pay days shall be established as per current County policy. The Employer shall provide for direct deposit of paychecks. Employees hired after January 1, 2008 shall be required to participate in the County's direct deposit payroll system.

ARTICLE 23. VOLUNTARY TERMINATION

Section 1. **Retirement.** Retirement shall be in accord with the procedures outlined by the Public Employees Retirement Association (PERA). Retirement means the individual is eligible for retirement benefits from PERA or other State system at the time employment ceases.

Section 2. **Resignations.** All employees resigning must give a two (2) week advance written notice, absent extenuating circumstances, to the department head, with copy to the Human Resources Department.

Section 3. **Severance.** Any employee who retires with 0-9 years of continuous service with the Employer shall not be entitled to payment for any day of accumulated sick leave. Retirees with ten (10) or more years of continuous service, or an employee who dies while in the employment of the Employer, shall receive sick leave payment in accordance with the following schedule:

Less than 10 years of service	No payment
10 years of service	50% of any unused sick leave accumulation
11 years of service	60% of any unused sick leave accumulation
12 years of service	70% of any unused sick leave accumulation
13 years of service	80% of any unused sick leave accumulation

14 years of service
15+ years of service

90% of any unused sick leave accumulation
100% of any unused sick leave accumulation

Employees retiring with 10 or more of service shall have 100% of their eligible payout directed to the Minnesota State Retirement System (MSRS) administered Post-Retirement Health Care Savings Plan (HCSP), and be subject to all terms and conditions of said plan. No payment shall be made to exceed nine hundred seventy-five (975) hours. Severance benefits will be paid to a deceased employee's legal representative or beneficiary, in accordance with the above schedule.

Section 4. Sick Leave Payout. Employees in good standing who are leaving the Employer after completing at least fifteen (15) years of service shall be eligible for payout of 50% of accumulated unused sick leave to a maximum of sixty (60) days.

ARTICLE 24. TRAINING

Section 1. Tuition Refund. Tuition refund will be handled according to current County policy.

Section 2. Expenses. In order for employees to maintain adequate performance standards in their job classification, training or education courses may be required. If training or education courses are required by an employee's supervisor or by the State or Federal Government, employees will be allowed time off with pay and will have their expenses paid for when they attend training or education courses in accordance with current policy.

Section 3. Compensation. In the case of required training or education courses employees will be compensated up to a maximum of 7.5 hours per day (which is their normal work day) plus any travel time involved as per the Fair Labor Standards Act.

Section 4. Licensure Fees. The county shall reimburse for licensure fees incurred in connection with licenses required by the Employer.

ARTICLE 25. EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer will contract with a third party provider to establish and maintain an Employee Assistance Program.

ARTICLE 26. DISCIPLINE

Section 1. Just Cause. The Employer shall discipline employees for just cause only. Discipline will be in one or more of the following forms: oral reprimand; written reprimand; suspension; demotion; discharge. Principles of progressive discipline will be followed in making disciplinary decisions. All disciplinary actions are subject to the grievance procedure set forth in Article 7. Oral reprimands shall be documented as such and kept in a separate file for one (1) year. If no further infractions occur they shall be destroyed. Any oral reprimand, so documented, shall be subject to the grievance procedure.

Section 2. Notice of Receipt. Written reprimands, notices of suspension, demotion or discharge which are to become a part of an employee's personnel file shall be read by the employee, and the employee shall be asked to acknowledge receipt by signature on the notice. The employee shall receive a copy of such reprimands or notices.

Section 3. Notice, Content. Notices of discharge shall state that the discharge is effective following a five-day unpaid suspension commencing on the date the notice is received by the employee.

Section 4. Personnel Files. Employees may examine their own personnel file at reasonable times under the direct supervision of the Employer.

ARTICLE 27. PART-TIME BENEFITS

Section 1. Calculation. Part-time employees are eligible for the fringe benefits of vacation, sick leave, and holidays on a pro-rated basis. Benefits will be pro-rated based on assigned full-time equivalent (FTE). Holiday pay will be rounded to the nearest quarter hour.

Section 2. Holiday Coverage. Part-time employees filling in for full-time during the occurrence of a holiday would receive full holiday pay. Employees on job share shall receive full holidays when working full time when a holiday occurs.

ARTICLE 28. POSITION REEVALUATIONS

Section 1. It is understood that employee position descriptions and rates of pay need to be re-evaluated on a regular basis and in a fair and uniform manner that takes into consideration both internal and external factors. It is agreed that all Carlton County employees will have their position descriptions and rates of pay re-evaluated automatically on a regular schedule once every two years, followed by one year of no scheduled reviews. The general understanding is that the schedule will involve dividing the membership of each of the County's Unions and the non-bargaining/confidential unit into eight relatively equal groups, with one group being re-evaluated in each quarter of the two year period, followed by one year of no scheduled reviews.

ARTICLE 29. SUCCESSOR AND ASSIGNS

This agreement shall be binding upon the Employer and any and all successors and assigns of the Employer, whether by transfer, merger, acquisition, consolidation, lease, bankruptcy, county redesign, partnership, or otherwise (hereinafter referred to as "the transfer"). The Employer shall make it a specific condition in writing in any contract or agreement for the transfer that the successor or assign shall be bound by the terms of this Agreement. In addition, the Employer shall continue to be liable for the complete performance of this Agreement until the successor or assign expressly agrees in writing with the Union to be fully bound by the terms of this Agreement. The Employer agrees that it shall give the Union notice of its intent to enter into any such transfer at least thirty (30) days prior to the date such transfer is to become effective.

In the event the entity covered by this Agreement or any portion thereof is transferred, merged, consolidated, abolished, or taken over by transfer, merger, consolidation, assignment, receivership, administratorship, or bankruptcy proceedings, the basic geographic area in which any employee presently is assigned shall not be changed unless there is mutual agreement of some between the employee involved and management.

ARTICLE 30. TERMS OF AGREEMENT

This Agreement shall be effective from the first day of January, 2021, and shall continue in full force and effect up to and including the 31st day of December, 2021, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to December 31, 2021, that it desires to modify or terminate this Agreement effective after December 31, 2021. In the event such notice is given, negotiations shall begin as soon as practical. This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement and shall automatically be extended until such time as a new or modified Agreement is approved by both parties, effective date of termination notwithstanding.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21 day
of April, 2021.

COUNTY OF CARLTON

by Therese R. Paul
County Board Chair

American Federation of State, County &
Municipal Employees (AFL-CIO)
Council No.65, Local 2750

by SWD
Union President, Local 2750

Dated: 4-21-21

Attest:

by Katey Gutierrez
County Auditor

by RB
Rebecca Bosanko Union V.P.

by Tom Whiteside
Labor Representative

Approved as to form and execution:

by [Signature]
County Attorney

Dated: 5/4/2021

AFSCME PH&HS POSITIONS & GRADES

Office Support Specialist	120
Accounting Technician	130
Jumpstart 4K Coordinator	130
Case Aide	140
Child Support Enforcement Aide	140
Licensed Practical Nurse	140
Child Support Officer	150
Financial Eligibility Specialist	150
Paralegal	150
Public Health Educator	150
Truancy Officer	150
Fiscal Officer	160
Information Systems Specialist	160
Public Health Nurse	160
Registered Nurse	160
Restorative Practice Coordinator	160
Restorative Practice Specialist	160
Social Worker	160
Public Health Educator Specialist	170
Public Health Nurse Specialist	170
Mental Health Professional	180
Public Health Nurse - Team Leader	180
Social Worker - Team Leader	180

Carlton County Wage Schedule - 2021 - AFSCME PHHS

Grades	New Minimum	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9
100	\$ 18.59	\$ 19.23	\$ 19.90	\$ 20.61	\$ 21.33	\$ 22.12			
110	\$ 19.38	\$ 20.07	\$ 20.77	\$ 21.48	\$ 22.24	\$ 23.09			
120	\$ 20.81	\$ 21.54	\$ 22.29	\$ 23.08	\$ 23.88	\$ 24.77			
130	\$ 22.66	\$ 23.44	\$ 24.26	\$ 25.10	\$ 26.00	\$ 26.95			
140	\$ 24.06	\$ 24.92	\$ 25.78	\$ 26.69	\$ 27.61	\$ 28.65			
150	\$ 25.85	\$ 26.78	\$ 27.71	\$ 28.67	\$ 29.68	\$ 30.80			
160	\$ 28.36	\$ 29.35	\$ 30.39	\$ 31.46	\$ 32.56	\$ 33.78			
170	\$ 30.26	\$ 31.33	\$ 32.42	\$ 33.56	\$ 34.73	\$ 36.03			
180	\$ 31.52	\$ 32.41	\$ 33.31	\$ 34.25	\$ 35.22	\$ 36.18	\$ 37.20	\$ 38.25	\$ 39.40
190	\$ 33.73	\$ 34.68	\$ 35.64	\$ 36.65	\$ 37.66	\$ 38.73	\$ 39.80	\$ 40.93	\$ 42.17
200	\$ 36.15	\$ 37.17	\$ 38.22	\$ 39.29	\$ 40.38	\$ 41.52	\$ 42.67	\$ 43.87	\$ 45.21
210	\$ 39.51	\$ 40.62	\$ 41.75	\$ 42.93	\$ 44.14	\$ 45.37	\$ 46.64	\$ 47.94	\$ 49.40
220	\$ 42.34	\$ 43.51	\$ 44.74	\$ 45.99	\$ 47.26	\$ 48.60	\$ 49.97	\$ 51.36	\$ 52.91
230	\$ 45.84	\$ 47.13	\$ 48.45	\$ 49.80	\$ 51.20	\$ 52.64	\$ 54.10	\$ 55.62	\$ 57.31
240	\$ 49.62	\$ 51.02	\$ 52.44	\$ 53.93	\$ 55.42	\$ 56.98	\$ 58.57	\$ 60.22	\$ 62.04
250	\$ 53.67	\$ 55.19	\$ 56.74	\$ 58.32	\$ 59.96	\$ 61.62	\$ 63.35	\$ 65.13	\$ 67.09

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between Carlton County ("County") and AFSCME Council 65 ("Union"). The County and Union are collectively referred to as "the parties."

WHEREAS, parties are signatories to a collective bargaining agreement ("CBA") which governs the terms and conditions of the non-supervisory employees of the Public Health and Human Services Department; and

WHEREAS, due to the current declared public health emergency related to COVID-19, there is an increased need to provide essential or necessary services to residents of the County who have been required to quarantine/isolate, or have been asked to self-quarantine or self-isolate by their health care provider or public health (hereafter "Q/I or Self-Q/I"), some of which needs occur on weekends and holidays when staff are not normally available to respond;

THEREFORE, the parties agree as follows:

AGREEMENT

1. Monitoring and Response Stipend. Any employees assigned to monitor the email requests for services from Q/I or Self-Q/I individuals from 8:00 a.m. to 5:30 p.m. Monday through Friday and take phone calls related to such requests for services after regular work hours and document the response or proposed response of the County shall be paid \$30/day, which shall cover the first fifteen minutes of each email check and response. The individual assigned shall be paid \$60/day to perform these duties on Saturdays, Sundays and Holidays. Any additional time spent shall be compensated pursuant to the collective bargaining agreement as regular time or overtime, depending upon the hours the employee has worked during the course of the preceding week.
2. Immediate Services On-Call Stipend. Employees of the bargaining unit who are assigned to after hours on-call to provide for immediate services, shall be paid \$20/day for time spent reviewing phone calls and messages.
3. Immediate Service. In the event that the employee determines that the need for services is immediate or otherwise cannot wait until regularly scheduled business hours, the employee will consult with a supervisor who shall make a determination as to what services shall be rendered prior to regular business hours. The employee assigned to on-call shall be responsible for rendering the services and shall be paid overtime as set forth in the collective bargaining agreement.

4. Approved Alternates. Employees assigned to on-call coverage may find alternative coverage from other staff which the Department Head designates as eligible for on-call coverage assignments.
5. Non-Precedential/No Legal Claims. This Memorandum of Agreement is non-precedential. This Memorandum of Agreement shall not constitute a binding precedent or past practice or be used in any way to interpret the collective bargaining agreement or seek similar benefits in the future. This Memorandum of Agreement shall not be used as evidence in any proceeding.
6. Expiration. The terms of this MOA shall apply for the period January 1, 2021 and shall expire on the earlier of the following events:
 - a. The Minnesota Governor or the Minnesota Legislature ending the state of emergency related to the COVID-19 pandemic; or
 - b. December 31, 2021.

By signing below, the County and AFSCME Council 65 represent that each has read, understands, and agrees to be bound by the terms of this Memorandum of Agreement.

AFSCME COUNCIL 65

Date: 4/19/2021

by Tom Whiteside
Its Business Agent

Date: 4-21-21

by [Signature]
It's President

CARLTON COUNTY

Date: 4/26/21

by [Signature]
Its Board Chair

MEMORANDUM OF AGREEMENT

WHEREAS, the Families First Coronavirus Response Act (FFCRA) provided eighty (80) hours of emergency paid sick leave (EPSL) to employees under certain circumstances related to the 2020 declared public health emergency; and

WHEREAS, the County recognizes that the public health emergency has continued past the expiration of the FFCRA on December 31, 2020; and

WHEREAS, the County recognizes that only a portion of County employees used the eighty (80) hours as of December 31, 2020; and

WHEREAS, the County recognizes that Congress has not extended the EPSL or enacted similar legislation as of the date of this MOA; and


WHEREAS, the County is party to a collective bargaining agreement with AFSCME Council 65 Public Health and Human Services Unit (“Union”); and

NOW, THEREFORE, for the reasons stated, the County and the Union agree as follows:

1. The provisions of this Memorandum of Agreement shall commence on January 1, 2021 and shall automatically terminate as of the date of the earliest of any of the following events occurring:
 - a. The United States government or the State of Minnesota enacting legislation requiring the County to provide any paid leave to its employees;
 - b. The United States government extending the expiration date of the FFCRA;
 - c. The Governor issuing an executive order requiring paid leave to employees of the County;
 - d. The Governor or the Minnesota Legislature ending the state of emergency related to the COVID-19 pandemic; or
 - e. September 1, 2021.
2. Bargaining Unit members of the above-referenced Union who did not use the full eighty (80) hours of emergency paid sick leave (EPSL) as of December 31, 2020, are eligible to use leave up to the remainder of the eighty hours of leave, which shall not be deducted from their sick leave banks, for the following reasons:
 - a. During such time that the employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19, if the employee provides a copy of such order upon request;
 - b. If the employee has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19 and provides documentation of such advice;

- c. During such period of time that the employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, and provides information regarding the symptoms and identification of the health care provider upon taking the leave, followed by the advice received within five business days; or
 - d. The employee is caring for a spouse, parent or minor child who is subject to an order described in a-b.
3. In the event that an employee requests leave due to one of the reasons set forth in paragraph 2, the Department Head and Human Resources will determine if the employee can telework. If the employee can telework, leave shall not be granted.
4. In the event that Human Resources determines that an employee is eligible for leave and that telework is not available or appropriate to the circumstances, leave will be as follows for such period of time that it has been granted:
- a. Up to a maximum of two weeks' pay (max. 80 hours, reduced by any amount of EPSL used in 2020; prorated for part-time) up to a maximum of \$511 per day, for the reasons set forth in paragraph 2a-c.
 - b. Up to a maximum of two weeks at 2/3 pay (max. 80 hours, reduced by any amount of EPSL used in 2020; prorated for part-time) up to a maximum of \$200 per day, for the reason set forth in paragraph 2d.

Dated: 4-21-21


Union President

Dated: 4/19/2021

Tom Whiteside
Union Business Agent

Dated: 4/21/21


County Board Chair

RRM: 395871

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into by and between Carlton County ("County") and AFSCME Council 65. The County and AFSCME Council 65 are collectively referred to as "the parties."

WHEREAS, parties are signatories to a collective bargaining agreement ("CBA");
and

WHEREAS, Article 12, §3 of the CBA contains a maximum vacation accrual rate;

THE PARTIES AGREE AS FOLLOWS:

1. Vacation Carryover for 2020 to 2021 Only: Notwithstanding the provision of Article 12, § 3, there shall be no limit on the number of vacation hours/days carried over from 2020 to 2021.
2. Non-Precedential/No Legal Claims: This Memorandum of Agreement is non-precedential. This Memorandum of Agreement shall not constitute a binding precedent or past practice or be used in any way to interpret the collective bargaining agreement or seek similar benefits in the future. This Memorandum of Agreement shall not be used as evidence in any proceeding.
3. Expiration: The terms of this MOA shall apply only to the carryover of vacation hours from 2020 to 2021 and shall expire upon such carryover being completed. Employees shall be required to comply with the terms of Article 12, § 3 as set forth in the CBA as of December 31, 2021

By signing below, the County and AFSCME Council 65 represent that each has read, understands, and agrees to be bound by the terms of this Memorandum of Agreement.

AFSCME COUNCIL 65

Date: 4/19/2021

by Tom Whiteside
Its Business Agent

Date: 4-21-21

by [Signature]
Its President

CARLTON COUNTY

Date: 4/26/21

by Th R Purl
Its Board Chair

RRM#393669

INTEROFFICE MEMORANDUM

TO: CARLTON COUNTY

FROM: AFSCME, LOCAL #2750 PUBLIC HEALTH AND HUMAN SERVICES

SUBJECT: MEMORANDUM OF UNDERSTANDING

EFFECTIVE: 1/1/2021

RE: CHILD PROTECTION AFTER-HOURS SCREENING

The intent and purpose of this Memorandum of Understanding (MOU) is to document in writing certain terms and conditions agreed to but not presently contained in the collective bargaining agreement between the employer, Carlton County (hereinafter, the County) and the American Federation of State, County and Municipal Employees, (hereinafter, the Union).

Whereas, the Minnesota Department of Human Services requires local child welfare agencies to be available on a 24-hour basis to respond to situations by assuring reports of imminent danger are received, screened and assigned for an emergency child protection response. This coverage can be an after-hour crisis response, on-call, or some other contracted service. It cannot be delegated to law enforcement (Minn. Stat. 626.556); and

Whereas, in order to maintain compliance with this Rule, Carlton County Public Health and Human Services, Family Unit, has developed an agreement with local law enforcement agencies and the Lutheran Social Services Youth Shelter in Cloquet, MN to ensure that maltreatment reports are submitted to Carlton County Public Health and Human Services within 24 hours for imminent danger.

Therefore, the undersigned parties agree to the following:

1. Child protection team members will serve as after-hour screeners on weekends and holidays as provided by this MOU.
2. The after-hours screener will be expected to review the designated child protection email account two times per day, on or about 8AM and 4PM each day they are providing coverage. Coverage is expected to happen on Saturday, Sunday and county holidays. The after-hours screener will be compensated at a rate of \$25 for each email check on Saturday and Sunday. The after-hours screener will be compensated at a rate of \$50 for each email check on county holidays.

3. In the event that there is an email(s) in the child protection screening email account, the screener will be expected to open and read the email(s) and review the contents with the scheduled on-duty supervisor. Together the screener and the on-duty supervisor will determine whether the report meets criteria for imminent danger and/or whether there is a need to have an immediate child protection response.
4. The after-hours screener shall be paid time and one-half, in 15 minute increments, for any work done while acting as an after-hours screener that is in addition to checking the email account and reviewing with the on-duty supervisor. Any responsibility of the after-hours screener shall be complete once contact with the on-duty supervisor is completed.
5. If for some reason the after-hours screener is needed to respond and go out into the field for face to face contact this will be paid at a rate of time and one-half in 15 minute increments. This would only be allowed at the direction of the on-duty supervisor. The current policy on use of personal vehicles and/or county vehicles will apply to this response.
6. If emails come in to the child protection email account and are screened by the after-hours screener and the on-duty supervisor, the emails will subsequently be entered into the Social Service Information System (SSIS) by the child protection intake worker on Monday morning or next business day. Entering reports shall not be the responsibility of the after-hours screener.
7. The after-hours screener will be expected to use their county-issued phone and/or laptop to review the child protection email account. The after-hours screener will not need to remain in their homes in order to perform these duties, but they must be available to check the email account on or about 8AM and 4PM on Saturday, Sunday and county holidays. After-hours screeners must be able to respond to situations that need more research and/or face to face contact as directed by the on-duty supervisor.
8. In the event that it is determined by the on-duty supervisor that research is required to obtain more information to decide on an appropriate response, the after-hours screener will be directed to access SSIS and/or make phone calls to obtain any additional information that will be helpful in making the best and most appropriate child protection response. The efforts to obtain more information and/or research will be paid at a rate of time and one-half in 15 minute increments.

9. Multiple child protection team members may divide the screening responsibility amongst each other as long as the supervisor of the Family Unit and the on-duty supervisor, who is responsible for that timeframe of coverage, are aware of the scheduling changes. This must be approved prior to the splitting of schedules. For example, one after-hours screener checks the 8AM child protection email and another after-hours screener checks the 4PM child protection email. There may be exceptions to this such as an unexpected emergency for one of the after-hours screeners. That after-hours screener would reach out to someone and ask for help which may result in an unexpected change of after-hour screeners.
10. Hours worked under the provisions of this MOU shall not be recorded as compensatory time.
11. Coverage for after-hours screeners is strictly voluntary under this MOU based on a minimum three month schedule rotation. In the event that there is a scheduling issue, such as insufficient volunteers, the Union and the County will need to meet to negotiate in order to respond to such an issue.
12. The parties shall review this MOU every two years and/or in conjunction with contract negotiations related to the Collective Bargaining Agreement between the County and the Union.


Therefore, the parties, by their signatures below, hereby agree to the terms and conditions of employment for the child protection team members.

In Witness whereof, the undersigned have caused this instrument to be duly executed on this 19th day of April, 2021, and that this agreement will be effective immediately.


Carlton County

By: 
Human Services Representative

ATTEST:

By: 
County Coordinator

**American Federation of State,
County & Municipal Employees**

By: 
President, Local #2750

By: Tom Whiteside
Business Agent