

AGREEMENT

BETWEEN

THE COUNTY OF PINE

AND

THE PINE COUNTY ATTORNEY'S
CONFIDENTIAL EMPLOYEES
(Legal Secretaries)

January 1, 2017-December 31, 2017

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ADDENDUM (attached)

AGREEMENT

This Agreement, effective January 1, 2017, entered into between the County of Pine, hereafter referred to as the Employer, and the Pine County Attorney's Confidential Employees (Legal Secretaries), hereinafter referred to as the Union.

ARTICLE 1. PURPOSE OF AGREEMENT

Section A. It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties hereto.

Section B. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claims by the employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

ARTICLE 2. DEFINITIONS

Section A. EMPLOYER: The PineCounty Board of Commissioners.

Section B. EMPLOYEE: Any person employed by the Employer in a position included in the bargaining unit described in Article 3, Section A, including a person who is serving their probationary period.

Section C. TEMPORARY EMPLOYEE: Any person employed by the Employer in a position of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year, or 13 1/8 hours per week.

Section D. FULL-TIME EMPLOYEE: An employee who is assigned by the Employer to work at least 40 hours per week.

Section E. PART-TIME EMPLOYEE: An employee who is assigned by the Employer to work less than 40 hours per week.

Section F. PROBATIONARY PERIOD: The first 1040 hours of work for the Employer.

Section G. ANNIVERSARY DATE: The definition of an anniversary date shall be the first day of employment regardless of the date on which an employee has completed their probationary period. However, employees working periodically on a part-time basis, and accumulating hours prior to the completion of a probationary period of 1040 hours, shall acquire seniority and an anniversary date of no more than six months prior to the completion of an accumulation of 1040 hours. As of January 1, 2014, employees who have an anniversary date other than the first day of employment shall keep that anniversary date.

ARTICLE 3. RECOGNITION

Section A. The Employer hereby recognizes the Pine County Attorney's Confidential Employees (Legal Secretaries), as the exclusive representative for collective bargaining purposes of all employees except temporary employees within the Union.

Section B. It has been agreed to by policy of the Employer that during and for the duration of this Agreement, they will not enter into, establish or promulgate any Resolution, Agreement or Compact with or affecting such employees as are defined either individually or collectively which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agency for such employees.

ARTICLE 4. RESPONSIBILITIES OF PARTIES

Section A. Each of the parties of this Agreement thereby acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

Section B. The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section C. The Union, including its officers and representatives and all employees, are firmly bound to observe the conditions of this Agreement.

Section D. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. The applicable procedures of this Agreement will be followed for the settlement of all Grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.
2. There shall be no interference with the rights of employees to become or continue as members of the Union.

ARTICLE 5. EMPLOYER AUTHORITY

Section A. The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment, to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and, to perform any inherent managerial function. The Employer shall retain all rights and authority, which the Employer has not specifically abridged, delegated or modified by expressed provisions in this Agreement.

ARTICLE 6. CHECKOFF OF UNION DUES

Section A. The Employer agrees to require the payroll department to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Union for Union dues. Such deductions to be made each month beginning with the month specified on the payroll deduction card. The employee may terminate pay deductions by giving thirty days written notice to the Secretary of the Local. Upon receipt of such notice, the Secretary shall, within five days thereafter, notify the Payroll Department in writing to stop deductions.

Section B. Any fair share fee deducted shall be processed in accordance with Minnesota Statutes Section 179A.06, Subd. 3.

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

ARTICLE 7. HOURS OF WORK

Section A. The normal workdays of the week shall be Monday through Friday. The normal week shall be 40 hours per week.

Section B. Overtime Hours. Employer shall pay straight time up to 40 hours. All hours worked in excess of 40 hours per week shall be compensated for at time and one-half (1 1/2) the regular straight time hourly rate of pay. All hours worked in excess of 40 hours per week must be approved and authorized by the supervisor or department head. An alternative to payment for overtime shall be the allowance by the Department Head of compensatory time off at the same rate and standard as used for the accumulation of wage compensation, provided that the compensatory time is used within the same work week as it is earned. All paid holidays shall be considered as days worked in the computation of overtime. (This provision shall be interpreted to comply with the FLSA).

Section C. If the needs of service permit, all employees shall be allowed fifteen-minute rest breaks and a half hour unpaid lunch period at time designated by their immediate supervisor or department head.

Section D. Employee may request an alternate work schedule. Such schedule shall be approved or denied by the department head. In no case shall any alternate schedule limit or impede customer service or add to the overall cost to department operations. Regular office hours are from 8:00 am to 4:30 pm. At any time, there shall not be less than two (2) employees from the Union scheduled between regular office hours, Monday through Friday. Typical flexible schedules may contain hours of work between 7 am and 6 pm and a one hour unpaid lunch.

ARTICLE 8. HOLIDAYS

Section A. All employees shall be granted leave of absence with regular pay on all legal holidays. These are:

New Year's Day	Independence Day	M.L. King Day
President's Day	Labor Day	Veterans Day
Memorial Day	Thanksgiving Day	Christmas Day
	Friday after Thanksgiving	Christmas Eve Day

It is hereby agreed that the employee, at their option, shall be permitted time off to attend Church services during normal working hours on Good Friday.

When Christmas Eve Day falls on a Saturday or Sunday, the Friday before shall be recognized as the "CountyHoliday".

When Christmas Day falls on a Saturday or Sunday, the following Monday shall be recognized as the "CountyHoliday".

Section B. The holiday pay of part-time employees shall be pro-rated.

Section C. When New Year's Day, January 1; Independence Day, July 4; Christmas Day, December 25, Veterans Day, November 11; fall on a Sunday, the following day shall be a holiday. When New Year's Day, January 1, Independence Day, July 4; Veterans Day, November 11; fall on a Saturday, the preceding day shall be a holiday.

Section D. Employees who are required by the department head or employee's immediate superior to work on any of the above holidays shall be compensated at the rate of time and one-half (1 1/2) for their work that day in addition to their regular holiday pay.

Section E. To qualify for a paid holiday, an employee must work their last scheduled work day immediately prior to holiday and first scheduled work day immediately following the holiday unless failure to do so is for reason such as; PTO, sick leave, death in family, or authorized time off.

ARTICLE 9. Paid Time Off (PTO)

PTO shall be granted to all benefit eligible employees. Schedules as shown are for full-time employees and must be pro-rated for benefit-eligible employees less than 40 hours. PTO shall accrue beginning with the first month of employment.

A. Paid Time Off Accrual -Non-Exempt

Date of hire through Year 4	2.00 days per month	192 hours per year
Start of Year 5 through Year 9	2.25 days per month	216 hours per year
Start of Year 10 through Year 14	2.50 days per month	240 hours per year
Start of 15 through Year 19	2.75 days per month	264 hours per year
Start of Year 20 and beyond	3.00 days per month	288 hours per year

Maximum PTO accrual amount shall not exceed 640 hours. PTO Shall not accrue for anyone in a non-paid leave status.

B. Anniversary Date

All increases in PTO are based on the employee's anniversary date of original employment during a period of continuous employment.

C. Availability of Paid Time Off

PTO is available for use as it is earned.

D. Maximum Accrual

Employees shall not accrue more than six hundred forty (640) hrs into his/her PTO account. Hours earned in excess of six hundred forty (640) hrs shall automatically be forfeited.

E. Existing Sick Leave Balances

- a. Existing Sick leave may be used for personal illness, legal quarantine, injury, or death/illness in the immediate family. Immediate family shall be defined as the employee's/employee's spouse's children, parents, grandparents, siblings, or any member of the employee's household.
- b. Upon termination with the County, employees shall not be paid for hours in their sick leave accounts.

F. Personal Days

All Full-time employees will receive 5 Personal Days on January 1st of each year. Personal Days must be used by December 1st of each year. Any unused days will be deposited into a Health Care Savings Plan (HCSP) administered by the Minnesota State Retirement System to be used following separation of County service.

G. Requesting/Scheduling Paid Time Off

Scheduling of PTO will be determined per departmental policy or practice.

Upon approval, the employees shall document their use of PTO on their timesheet. PTO may not be used to extend an employee's termination date nor may it be used on an employee's final day of County employment.

H. Payment for Unused PTO

The County will pay up to six hundred forty (640) hours of unused PTO at the employee's then current level of compensation upon death of an employee to the employee's estate or designated beneficiary. Up to six hundred forty (640) hrs of PTO at time of resignation or retirement shall be paid 50% as cash and 50% deposited into a HCSP administered by the Minnesota State Retirement System as a severance to be used following separation of County service.

In determining PTO periods, the wishes of the employees will be respected as to the time of taking PTO, insofar as the needs of the county will permit, it being understood that the rights of the senior employee will prevail in the selection of PTO when an agreement cannot be reached among the employees. In no case shall an employee be denied their PTO in any calendar year.

ARTICLE 10. SICK LEAVE

Section A. For illnesses that last more than three (3) consecutive days, the employer may require a note from a medical authority, stating that they are fit to return to duty.

Section B. Sick leave may be used for death in the immediate families of employees for such periods as are reasonably necessary. The employee is expected to make other arrangements as soon as possible so that they may return to work. (The immediate family shall be defined in conformance with the funeral leave definition found in the County's Personnel Policies.)

Section C. Maternity Leave. Maternity leave shall be granted up to a six-(6) month unpaid leave of absence.

Section D. The use of sick leave shall be governed by the Pine County Leave of Absence Policy.

Section E. The Employer may request a doctor's note certifying any illness of the employee if it is suspected that abuse of sick leave.

Section F. An employee wishing to utilize sick leave shall make an attempt to notify the supervisor and receive prior approval. If this is not possible, the employee shall notify the supervisor as soon as possible following the start of the workday that they will not be able to come to work.

Section G. Donated Leave. County Vacation/PTO Donation Program Policy will control leave donation to other employees.

Section H. Funeral Leave. Employees will be eligible for funeral leave based on Pine County Funeral Leave Policy.

Section I. Federal Family Medical Leave will be governed by the Pine County Leaves of Absence - Family Medical Leave policy.

ARTICLE 11. SENIORITY

Section A. Seniority standing shall be granted to all employees who have completed the probationary period as defined in Article 2, Section F. Such standing is to be determined on the basis of total length of employment for the Employer. Seniority and anniversary date of employees shall be the first day of continuous employment except as provided in Article 2, Section G. During the probationary period of one thousand forty (1040) hours, employees may be discharged by the Employer without cause and without same causing a breach of this Agreement or constituting a grievance hereunder.

In the event of a layoff, a reduction in force, or the elimination of a position, a senior employee may exert their seniority preference over a junior employee in any classification of work in any department, provided they have the necessary qualifications to perform the duties of the job involved. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs, provided they have the necessary qualifications to perform the duties of the job involved. Such employees shall be notified in writing regarding such layoffs, reduction in force, or elimination of position, as well as rehiring, as the case may be.

Section B. Employee shall lose their seniority standing upon voluntary resignation from employment or upon discharge for cause. The seniority of an employee on temporary layoff or absence due to illness shall continue to accumulate. The seniority of an employee on authorized leave of absence shall be frozen at the date leave of absence is granted. Such employees shall again acquire seniority upon return to employment.

Section C. Temporary transfers or vacancies may be filled by senior qualified employees. In the event such vacancy is in a higher paying classification, the qualified employee filling such vacancy shall receive the pay step in the pay schedule for the higher paying classification which is the nearest higher dollar amount above the employee's regular rate of pay, beginning with the first hour of work in the higher classification, providing the employee performs seventy-five (75) hours of continuous work in the higher classification.

Section D. A leave of absence shall be granted only by the Board with the approval of the

department head and the Board shall notify the Union of such leave. Seniority shall be frozen as of the beginning of such leave of absence.

Section E. All employees employed by the CountyBoard or appointed by an appointed official coming under the jurisdiction of the CountyBoard shall carry their original seniority date and all accumulated fringe benefits when transferring from one (1) department to another.

Section F. Notice of all vacancies and newly created positions shall be posted on County bulletin boards near the Human Resources Department, and the employees given five (5) days time in which to make application to fill such vacancy or new position. County employees outside this bargaining unit may apply simultaneously for vacancies in this bargaining unit. However, preference will be given to bargaining unit employees for open positions in their unit. Preference shall be given using a point system, which shall automatically give the bargaining unit employee 5 additional scoring points out of a possible score of 100 on any of the following selection tools; including but not limited to the application, the interview process, and any related testing.

The senior employee in the department where the vacancy occurs or new position is created and who makes application therefore shall be transferred to fill the vacancy or new position, provided they have the necessary qualifications to perform the duties of the job involved. The department head or other appropriate appointing authority shall make the determination as to whether or not the application possesses the necessary qualifications. In the event the bargaining unit does not concur in the determination, the employee shall have the right to appeal through the official grievance procedure. Notice of vacancies or newly created positions shall state the type of work, place of work, rate of pay, hours to be worked, and the job classification.

Section G. Seniority lists shall be brought up to date on January 1 of each calendar year and posted on employees' bulletin boards. Copies of seniority lists shall be sent to the Secretary and the president of the Union.

Section H. When employees are transferred from the jurisdiction of the CountyBoard appointed department to that of an elected official's department, shall for purposes of accumulated fringe benefits and insurance, carry their original seniority date into the elected official's department, but shall acquire a new seniority employment date in such elected official's department.

When employees are transferred from an elected official's department to that of a department under jurisdiction of the CountyBoard appointed official, they shall continue to carry their original seniority date from the elected official's department to that of an appointed official's department for the purposes of accumulated fringe benefits and insurance program. However, they shall acquire a new employment seniority date within

the department coming under the jurisdiction of the County Board.

All employees employed by an elected official when transferred from an elected official's department to that of another elected official's department shall continue to carry their original seniority date for purposes of accumulated fringe benefits and insurance program. However, they shall acquire a new employment seniority date within the department coming under the jurisdiction of the elected official.

ARTICLE 12. GRIEVANCE PROCEDURE

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

Section B. Union Representatives. The Employer will recognize stewards designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union stewards and of their successors when so designated.

Section C. Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereafter 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 employees' duties and responsibilities. The aggrieved employee and one (1) 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 working hours, provided the employee and the Union steward have notified and received the approval of the designated supervisor.

Section D. Procedure. Grievances, as defined by Section A, shall be resolved in conformity with the following procedure:

Step 1. Within fifteen (15) working days of their knowledge of the occurrence of the grievance, the Union steward, with or without the aggrieved employee, shall take up the grievance with the employee's immediate supervisor as designated by the Employer. The supervisor shall attempt to resolve the grievance and shall give an answer to the steward within ten (10) working days after the steward takes the grievance up with the supervisor.

Step 2. If the grievance is not resolved in Step 1, the grievance shall be placed in writing by the Union steward or Union Grievance Committee, and shall be presented to the department head within ten (10) working days of the immediate supervisor's final answer to the Step 1 grievance. The written grievance shall set forth: (a) the nature of the grievance; (b) the facts on which it is based; (c) the provisions of the agreement violated;

and (d) the remedy requested. The department head shall respond to the Union steward or Union Grievance Committee, in writing, within ten (10) working days after receipt of such Step 2 grievance.

Step 3. If the grievance is not resolved in Step 2, the Union Grievance Committee and the County Administrator shall discuss the grievance and try to settle it. This meeting shall be held within ten (10) working days of the department heads answer to the Step 2 grievance. The County Administrator shall respond to the Union Grievance Committee in writing within ten (10) working days after such Step 3 meeting.

The union may appear before the full County Board to discuss the grievance following the response provided by the County Administrator and prior to filing for Step 4 if they so desire.

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

Section E. 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. 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 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 is later unless the parties agree to an extension. The decisions 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 Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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

Section G. Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Section D or a procedure such as: Veterans Preference or Human Rights. If appealed to any procedure other than Step 4 of Section D, the grievance is not subject to the arbitration procedure as provided in Step 4 of Section D. The aggrieved employee and the Union shall indicate in writing, which procedure is to be utilized --Step 4 of Section D or another appeal procedure --and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee and the Union from making a subsequent appeal through Step 4 of Section D.

Section H. Representation. Duly authorized representatives of AFSCME Council 65 and/or the International Union shall have the right to accompany the aggrieved employee(s), Union stewards and/or the Union Grievance Committee at all times in the investigation and processing of grievances.

ARTICLE 13. DISCIPLINE

Section A. The County shall discipline employees for just cause only. The discipline will be given in response to the seriousness of the violation. The County shall practice the philosophy of progressive discipline where practicable. The levels of discipline shall be the following:

1. Formal oral reprimand;
2. Written reprimand;
3. Suspension;
4. Demotion;
5. Termination.

Section B: Formal Oral Reprimands shall be documented in writing. The document shall state the reasons for the reprimand, the expectations to be met and that future like actions may result in further disciplinary action. This document will be reviewed by the employee and placed in the employee's official personnel file for a period of six (6) months. Should no other incidents occur in that time, the document will be removed from

the official personnel file.

Section C: The suspension, demotion, or termination of an employee who has successfully completed the required probationary period may grieve the action in accordance with the grievance procedure outlined in Article 12 of this agreement.

Section D: An employee may view their personnel file at reasonable times and under the Supervision and in accordance with the policies established by the County Administrator.

An employee who disagrees with documents in their official personnel file may request in writing to have the file corrected. This shall be made to the County Administrator or designee. The County Administrator shall respond to the request in writing within ten (10) working days of receipt of the request. The response will indicate the Administrator's determination and the reasons for such determination. If the employee wishes, they may prepare a written explanation regarding documentation in the official personnel file. This shall be placed in the file and made available to those requesting to see the file.

Section E: All notices of discharge shall be presented to the employee and be in writing providing the reasons for the discharge, the date the discharge is effective and the date which County property is to be returned.

Section F. Written reprimands, suspensions, demotions, or terminations shall be presented to the employee in writing and shall be acknowledged by the employee and placed in the employee's official personnel file.

ARTICLE 14. TIME OFF FOR UNION ACTIVITIES

Any employee elected by the Union to represent such Union at International, State or District meetings, which requires their absence from duty, may be granted the necessary time off to attend such meetings without pay and without discrimination and without loss of seniority rights or any other rights granted by the Employer. Request for such leave shall be made thirty (30) working days prior to said meeting.

Type of Meeting	No. of Delegates	Max. Time Allowed
International	Two	Nine (9) cal. Days
State Federation	Two	Seven (7) cal.days
State Council 65	Three	Two (2) working days
District	Three	One (1) working days

In the event that additional time off is necessary for these or other Union business, such additional time off may be granted subject to the approval of the Employer.

ARTICLE 15. PROBATIONARY PERIOD

Section A: All newly hired employees shall undergo a probationary period as defined in Article 2, Section F of this Agreement.

Section B: The Employer, at its sole discretion, may discipline and/or discharge a probationary employee at any time during this probationary period. Such action shall not cause a breach of this agreement or be eligible for grievance as provided in Article 12 of this agreement.

Section C: Employees transferred or promoted to a new position shall serve a six- (6) month trial period. The employer may return a trial period employee to a position in their former classification and to their previous rate of pay.

Section D: A trial period employee shall have the right to revert to a position in their former classification, and to their previous rate of pay.

ARTICLE 16. GENERAL PROVISIONS

Section A. Snow Days shall be governed by the Pine County Policy.

Section B. Representatives of the Pine County Attorney's Confidential Employees Union shall have access to the premises of the Employer at reasonable hours and subject to reasonable rules to investigate grievances and other problems with which they are concerned, upon proper notice to the Employer.

Section C. Employees required to use their personal car on county business to transport themselves and other workers will be compensated on a mileage basis at the authorized county rate per mile. Any employee who has to pay for parking their car in connection with such business shall be reimbursed for these costs upon presentation of proper receipt.

Section D. In all cases where the Employer employs temporary employees, such employees must be qualified for the position being filled, and shall be paid no more than the "start" rate of the classification being filled, as established by the wage appendices of this Agreement.

Section E. The job performance of all temporary employees shall be evaluated by the Employer by the fiftieth (50th) day of employment so as to determine whether or not the

employee shall be kept beyond the sixty-seven (67) working days period of temporary employment.

Section F. All terms and conditions of employment that are not directly addressed in this contract shall be governed by CountyPolicy, including, **but not limited to:**

Employees must comply with the County Dress Code Policy

ARTICLE 17. BULLETIN BOARD

The Employer will provide space for a bulletin board to be placed in such locations as may be mutually agreed upon between the Union and the Employer, which bulletin board shall be for the use of the Union to post any notice or document relating to Union affairs.

ARTICLE 18. INSURANCE

Section A. Employees who qualify for benefits of the Pine County Health Plans shall be entitled to insurance coverage as specified in the Plans with the following contribution levels.

MEDICAL INSURANCE COVERAGE OPTIONS:

For 2017 the county shall provide four health plans (1) CMM 1000, (2) CMM 1500 (3) VEBA (4) HSA. No new enrollments shall be allowed in the CMM 1000 plan beginning January 1, 2017. In 2018 the county will eliminate the CMM 1000 and maintain the other three plans.

For 2017 the county and employee monthly contribution amounts shall be as follows:

Plan	Total Premium	County Contribution	County Contribution to HSA/VEBA Savings	Employee Contribution
CMM 1000 Single	\$672.50	\$672.50	NA	\$0
CMM 1000 Family	\$1,680.50	\$1,328.15	N/A	\$352.35
CMM 1500 Single	\$615.50	\$615.50	N/A	\$0
CMM 1500 Family	\$1,539	\$1,328.15	N/A	\$210.85
VEBA Single	\$664.50	\$577.75	\$106.25	\$86.75
VEBA Family	\$1,784.50	\$1,115.65	\$212.50	\$668.85
HSA Single	\$577.00	\$577.00	\$107.00	\$0
HSA Family	\$1,441.00	\$1,328.15	\$0	\$112.85

For 2018 the maximum monthly premium rates are shown in the chart below. In the event the increase is less than projected, the county will still contribute a maximum of \$684 towards the premium and HSA/VEBA savings for single plans and \$1,328.15 towards the premium and HSA/VEBA savings for family plans.

Plan	Total Premium	County Contribution	County Contribution to HSA/VEBA Savings	Employee Contribution
CMM 1500 Single	\$665.00	\$665.00	N/A	\$0
CMM 1500 Family	\$1,662.00	\$1,328.15	NA	\$338.50
VEBA Single	\$717.00	\$578.00	\$106.25	\$139.00
VEBA Family	\$1,927.50	\$1,115.65	\$212.50	\$811.85
HSA Single	\$623.00	\$623.00	\$61.00	\$0
HSA Family	\$1,556.50	\$1,328.15	\$0	\$228.35

Section B. Part-time employees who qualify for coverage under Pine County's health insurance plan shall be eligible for insurance on a pro-rata basis.

Section B-2: Employees in this Union who are married to a PineCounty employee shall be eligible for medical insurance based on the following:

All eligible employees shall be required to take at least single coverage for medical insurance, unless both the Union employee and spouse work for PineCounty and have dependent children eligible for coverage.

In this case, either the Union employee or their spouse must take family coverage and list the spouse and children as dependents. The County will pay the full cost of the family medical insurance premium for offered plans, as long as the combined contribution of single and family is under the actual premium for family coverage, for those individuals that both work for the County are married with dependents. The spouse listed as a dependent will not be eligible to take single health insurance coverage.

Section C. Retiree Insurance

1. Eligibility - -

The Employer will provide group health insurance coverage to the only eligible employee, who was hired prior to March 1, 1986, Dianne Kuzel, who retires from County service, in accordance with the following program.

1. Eligibility --

A. Dianne Kuzel must be actually retiring, which shall be defined as eligible, for and receiving PERA or similar retirement benefits.

B. Dianne Kuzel must be at least sixty-two (62) years old. (If Dianne Kuzel retires prior to reaching age sixty-two (62), she may participate in the County's group health insurance program under the terms of the County Personnel Policies. When Ms. Kuzel reaches sixty-two (62) years old, she may participate under this program if all qualifications are met).

2. Benefits --

A. The Employer will contribute towards the cost of the premiums for one of the plans in the County's group health insurance program.

B. It is understood between the parties that the Employer's retiree insurance contribution shall be based on the 2001 monthly premium rates of:

Single \$263.00

Family \$420.00

C. Dianne Kuzel will be eligible for the Employer's retiree insurance contributions starting in June 1, 2008. Any increases/decreases in the premium for the County group health insurance plan in which Dianne Kuzel is enrolled will be split 60%/40% between Employer and Dianne Kuzel effective upon Dianne Kuzel's retirement on June 30, 2006. Sixty per cent (60%) of the premium increase for 2007 will be added to \$263 (single) or \$420 (family) to determine what the amount of the Employer's premium contributions for 2007 would be for Dianne Kuzel, even though she will not be eligible for any contributions in 2007. In 2008, the amount of the Employer's monthly premium contribution shall be the amount of the 2007 premium contribution plus sixty percent (60%) of the 2008 premium increase for the County group health plan in which Dianne Kuzel is enrolled. The County will contribute that amount starting June 1, 2008. This 60%/40% split of annual premium increases shall continue in this manner and be added to the amount of the Employer's contribution for the previous year.

D. Dianne Kuzel must enroll in Medicare and Medicaid when she becomes eligible. The Employer's coverage shall be supplemental to the primary coverage provided by Medicare and Medicaid. The Employer may require retirees who claim that they are not eligible for Medicare and Medicaid to provide proof that application for such coverage has been rejected. When Dianne Kuzel enrolls in Medicare, the Employer's retiree insurance contribution shall be recalculated. The Employer's contribution for the Medicare supplement shall be an amount equal to the cost of the Medicare supplement or the amount of the Employer's contribution at the time she becomes eligible for Medicare, whichever is less. In subsequent years, any increases/decreases in the premium for the Medicare supplement insurance plan in which Dianne Kuzel is enrolled will be split 60%/40% between Employer and Dianne Kuzel. This 60%/40% split of annual premium

increases shall continue in this manner described above and will be added to the amount of the Employer's contribution for the Medicare supplement for the previous year.

E. Dianne Kuzel is responsible for the payment of any additional amounts required for insurance coverage and not paid for by this program.

F. Benefits under this program shall terminate upon the death of the retiree.

ARTICLE 19. NO STRIKE

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in any strike as defined in Minnesota Statutes § 179A.03, Subd. 16 (2004). In the event that any employee violates this Article, the Union shall immediately notify any such employees 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 discharge or other discipline.

ARTICLE 20. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This Agreement shall represent the agreement between the Union and the Employer.

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 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 by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 21. SAVINGS CLAUSE

The Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of the Agreement shall be held to be contrary to such laws by a court of competent jurisdiction from whose final judgment or decree no appeal have been taken within the time provided, such provisions shall be voided. The remainder of this Agreement shall remain in full force and effect and the voided provision shall be subject to renegotiations.

ARTICLE 22. DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall continue to full force and effect from January 1, 2017 to December 31, 2017. Either of the parties hereto shall be required to submit written notice at least sixty (60) days prior to the termination of this Agreement for the purpose of termination of this Agreement or negotiating a new Agreement. If settlement on such a new Agreement cannot be reached within the sixty- (60) days; the present Agreement shall remain in effect until a new settlement has been reached.

ARTICLE 23. WAGES

Section A. Effective January 1, 2017 wages shall be in accordance with the Addendum attached hereto and incorporated as part of this Agreement.

Section B. An employee who is promoted or newly hired shall have their salary raised to the minimum rate of pay for the new class. If the employee's salary before promotion is above Step 1, the new salary shall be adjusted to the next highest step. Employees hired up to and including Step 3 shall receive step increases at twelve (12) month intervals.

Employees above Step 3 will receive a step increase upon completion of twelve (12) months in the new position and annually thereafter until they reach Step 5 for the classification. A promoted employee's anniversary date shall be the employee's first day in the promoted position.

Upon completion of Step 5, an employee will be eligible for a performance pay increase based on their individual performance. The performance pay percentage increase is related to the total score of their performance appraisal results, not to exceed the wage range listed in the addendum.

The performance appraisal results are based on a formal review process with the County Attorney.

The performance pay range would follow the schedule below:

<u>Fully Competent</u>	<u>1% - 2%</u>
<u>Exceeds Expectations</u>	<u>3% - 4%</u>
<u>Significantly Exceed Expectations</u>	<u>5%</u>

Those employees who are in the performance range will receive wage adjustment effective on their anniversary date for each year of the contract, based the results of their performance appraisal. Adjustments shall not exceed the top of the prescribed wage range

of each year of the contract. All adjustments provided for in Appendix shall be applied to the wage schedule/range.

Section C. Newly Recruited Employees

Employees being considered for employment may be hired above Step 1, not to exceed Step 3, based on a combination of past experience and education.

ARTICLE 24: OTHER BENEFITS

For those employees interested in attending course work or seminars related to their current employment, they may receive up to \$400.00 per person, per year from the County Attorney's Department Budget. These monies shall be available to be used toward coursework/seminar registration costs, and required textbooks, but shall not be used for compensation to attend such classes nor any travel, mileage or overnight stays. Prior approval from the Department Head must be sought in order to ensure reimbursement. Should the employee to attend college coursework, which assigns traditional grading, the employee must obtain a grade of "C" or better in order to receive reimbursement.

COUNTY BOARD OF COMMISSIONERS
PINE COUNTY, MINNESOTA

PINE COUNTY ATTORNEY'S
CONFIDENTIAL EMPLOYEES UNION

By: *C. H. Rowland*

By: *Pat Merer*

Dated: *November 5, 2016*

Dated *11-16-16*

By: *Barbara Nascene*

Dated *11-16-16*

By: *Anita Deem*

Dated *11-16-16*

By: _____

Dated _____

Addendum
Legal Secretaries
2017 Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Performance Max
B23	\$17.26	\$17.95	\$18.67	\$19.42	\$22.34

B23
Jill Meier
Barbara Nascene
Anita Doenz