

LABOR AGREEMENT  
BETWEEN  
**THE COUNTY OF PINE**  
AND THE  
**INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS**  
(Social Services Supervisors)



January 1, 2015 – December 31, 2017

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## **AGREEMENT**

This Agreement, effective January 1, 2015 through December 31, 2017, between the County of Pine, hereinafter referred to as the Employer, and Local Union #160 of Minneapolis, Minnesota, of the International Brotherhood of Electrical Workers affiliated with the AFL-CIO, who may be hereinafter referred to as the Local Union.

### **ARTICLE I** **PURPOSE OF AGREEMENT**

Section A. It is the intent and purpose of the parties hereto 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 Local Union 160, IBEW of a violation by the Employer of this Agreement. As the representative of the employees, the Local Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

Section C. Any rules, policies or procedures promulgated by the County Board shall only apply if not addressed in this Agreement. Language and provisions of, this Agreement take precedent over other policies, rules and regulations, which exist in other County documents. If there are provisions, which are not covered in this Agreement, then County Policy shall be used.

### **ARTICLE II** **DEFINITIONS**

Section A. EMPLOYER: The Pine County Board of Commissioners.

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

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

Section D. PROBATIONARY PERIOD: The first six (6) months of continuous work for the Employer.

Section E. SUPERVISORY EMPLOYEE: An employee who meets the definition as provided in Minnesota Statutes 179A as may be amended from time to time.

Section F. ANNIVERSARY DATE: The definition of an anniversary date shall be the first day of employment in a classification covered in this Agreement regardless of the date on which an

employee has completed his/her probationary period. However, the anniversary date and seniority date may be altered for periods of time when the Employee is on an unpaid leave of absence not to include leaves covered under the Family and Medical Leave Act of 1993 (FMLA).

Section G. PART-TIME EMPLOYEE: An employee who works less than 40 hours per week as agreed to by the Employer and employee.

### **ARTICLE III** **RECOGNITION**

Section A. The Employer hereby recognizes Local Union #160 of Minneapolis, Minnesota, of the International Brotherhood of Electrical Workers, as the exclusive representative for collective bargaining purposes of all employees in the following positions: Social Services Supervisor, Financial Assistance Supervisor, and Fiscal Supervisor.

Section B. It has been agreed that the Employer, during and for the duration of this Agreement, 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 Local Union as the exclusive collective bargaining agency for such employees.

### **ARTICLE IV** **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. Local Union 160, IBEW, 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 Local Union 160, IBEW.

Section E. Upon written request of a union employee, the employer agrees to deduct such authorized sums as the Union and the employee may specify for the purpose of dues to the Union. The employer will remit such deductions to a designated officer of the Union on a monthly basis. The Union may designate an employee (1) from the bargaining unit to act as Union steward and shall inform the employer in writing of the designation of such a Union steward on an annual basis.

**ARTICLE V**  
**EMPLOYER AUTHORITY**

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

**ARTICLE VI**  
**LOCAL UNION RESPONSIBILITY**

Section A. Local Union 160, IBEW agrees to represent all members of the unit fairly without regard to Local Union membership or non-membership or other factors.

Section B. Local Union 160, IBEW 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 VII**  
**HOURS OF WORK**

Section A. The normal hours of work shall typically follow County recognized hours of 8:00 a.m. to 4:30 p.m., Monday through Friday for full-time employees. The normal hours per week shall be 40 hours for full-time employees. A part-time employee shall be required to work less than 40 hours per week; the specific number of hours per week as agreed upon between the Employer and employee.

Section B. Compensatory time: Members of this Union are considered exempt employees. Exempt employees are not eligible to accrue compensatory time or dollar compensation in lieu of compensatory time. It is also understood and recognized that members of this Union may need to devote time outside the normal office hours to accomplish the business of the department and the County. To that end, members are allowed to take informal time off as may be appropriate and as operations permit, with the member providing notification to the Department Head or designee.

**ARTICLE VIII**  
**SENIORITY, LAYOFF, PROMOTION**

Section A. Seniority, for the purposes of this article, shall be based on the original date of hire in the classification covered by this Agreement.

Section B. Employees shall lose their seniority standing upon voluntary resignation from employment, upon discharge, or demotion to a classification not covered by this Agreement. The seniority of an employee on temporary layoff or absence due to illness shall continue to accumulate for a period of (1) one year. The seniority of an employee on authorized leave of absence shall be frozen at the date leave of absence is granted unless such leave allows for the continuation of accumulation of benefits under the Family Medical Leave act. Such employee shall again acquire seniority upon return to employment.

Section C. An employee being laid off from the bargaining unit retains seniority in the bargaining unit for a period of one (1) year. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired in a classification where employees are on layoff, demotion, or reduction status until all employees on such status in the classification desiring to return to the classification have been recalled or upgraded. Notice of recall shall be sent to an employee at his/her last known address by certified or registered mail. If an employee fails to return to work within two weeks the employee shall be considered as having resigned and be taken off the recall list. Should an employee be offered a recall to another position and the employee rejects the offer to return to work in the position offered, he/she shall be removed from the recall list and be considered to have terminated employment with the County.

Section D. All newly created or vacant positions in the Local Union shall be posted internally for five (5) days. Interested Local Union members who are qualified for the position may apply to be considered for the position. This posting does not obligate the Employer from promoting or transferring any internal candidate to the new or vacant position. The Employer is committed to hiring the most qualified persons for positions. This may require an external search for additional candidates. However, if all things are equal, the Employer shall consider internal promotions over external candidates.

**ARTICLE IX**  
**HOLIDAYS**

Section A. The following days shall be considered paid holidays:

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

If an official paid holiday falls on a Saturday, the preceding Friday shall be considered the

holiday. If an official paid holiday falls on a Sunday, the following Monday shall be considered the holiday.

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

Holiday pay of part-time employees shall be pro-rated.

Section B. When Christmas Eve falls on a Saturday and when Christmas Day falls on a Sunday, then the preceding Friday will be observed as the Christmas Eve holiday and the Monday as the Christmas Day holiday. When Christmas Eve falls on a Sunday and Christmas Day on a Monday, then the preceding Friday will be observed as the Christmas Eve Holiday. When Christmas Day falls on a Saturday, the preceding Friday will be observed as Christmas Day and the preceding Thursday will be observed as the Christmas Eve holiday.

The County Board maintains management rights to maintain minimal operations when Christmas Eve or Christmas Day is observed on a Thursday or Friday.

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

## ARTICLE X VACATIONS

Section A. Vacation is provided to employees so that they may take time away from the work place to maintain their health and to avoid undue stress and “burn-out”. This period of time allows for recuperation and relaxation necessary to maintain an effective workforce. Employees are encouraged to take vacation time on a regular basis and not to accumulate and maintain a maximum number of hours on the books.

Section B. Vacation for full-time employees shall be granted on the following schedule:

Commencing 0-4 years of County service	1.50 day per month; 18 days per year
Commencing 5-9 years of County service	1.75 days per month; 21 days per year
Commencing 10-14 years of County service	2.00 days per month; 24 days per year
Commencing 15-19 years of County service	2.25 days per month; 27 days per year
Commencing 20 years of County service and thereafter	2.50 days per month; 30 days per year

Vacation leave shall not accumulate for an employee while in a non-pay status for military service and then the limitations on accruals shall be observed.

Vacation shall accrue and be carried over from one year to the next to a maximum of 30 days. Once the 30 days has been reached, employees shall lose any additional accumulated benefit until the balance falls below 30 days unless the employee is denied a reasonable opportunity to

schedule a vacation. If such reasonable opportunity is denied, the employee may continue to accrue vacation days over 30. However under no circumstance shall an employee be allowed to accrue more than thirty-six (36) days of vacation. The Employer and employee shall cooperate with each other to facilitate vacation accrual of 30 days or less.

Part time employees shall earn vacation with pay on a pro-rata basis.

Section C. New employees shall earn vacation with pay during their probationary period, but shall not be able to use their earned vacation until they have completed the probationary period.

Section D. Employees who leave the service of the County shall be paid for the number of working days of earned unused vacation leave not to exceed thirty (30) days.

Section E. Employees shall schedule vacation with the approval of their supervisor. The supervisor may deny vacation if the vacation would place an undue burden on the provision of service or if departmental needs require the presence of the employee.

Section F. When a medical emergency arises during an employee's planned vacation period, sick leave may be used rather than vacation leave. In such cases, the employee shall provide to the Employer evidence of illness or medical attention required.

Section G. Vacation leave credit shall be earned only while an employee is on the job or is on an authorized leave, which allows for the continued accumulation of vacation benefits. Such would include sick leave, holidays, vacation, etc.

## **ARTICLE XI** **SICK LEAVE**

Section A. Sick leave shall be provided to all full-time employees at the rate of one (1) days (8 hours) per month to a maximum of one hundred (100) days – (800) hours. Accrual at this rate shall be effect as of January 1, 2010. Upon reaching the maximum accrual of sick leave, the employee shall accrue sick leave at the rate of four (4) hours per month to be placed in a catastrophic sick bank account. The catastrophic account may only be accessed after all regular sick accruals have been exhausted. If the regular account drops below the 100 days – (800) hours, accruals shall be placed back in the regular bank until the maximum has been reached and then accruals will again be placed in the catastrophic account.

Any regular sick days accrued during the use of catastrophic sick must be used prior to using additional catastrophic accruals.

Part-time employees shall accrue sick leave on a pro-rata basis dependent on the number of hours worked.

Section B. Sick leave may be used for the employee's actual illness or, disability or to care for a member of the employee's immediate family (child, spouse, or parent).

Sick leave may also be used to attend medical or dental appointments or to transport a family member to such an appointment.

Section C. For illnesses, which last more than three (3) consecutive days, the Employer may require a note from the employee's physician stating that he/she is fit for duty.

Section D. The Employer may request a physician's note certifying any illness of the employee or member of the immediate family if it is suspected that there is abuse of sick leave.

Section E. 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 he/she will not be able to come to work.

Section F. A full time employee who does not use a sick day in six (6) consecutive months, except for preventative visits to the doctor or dentist, shall notify the supervisor in writing. Upon verification by the supervisor, the employee shall receive one (1) eight (8) hour wellness day. Wellness days must be used by the last pay period of November or shall be deposited in the employee's Health Care Savings Plan.

Part-time employees shall receive pro-rated wellness days.

Section G. Upon retirement or death of an "Eligible Employee", unused sick leave hours will be paid into a Health Care Savings Plan at their current rate of pay and a value of 25% of all unused sick leave hours up to 800 hours. An "Eligible Employee" must have a minimum balance of 400 hours of unused sick leave and have 30 years of continuous employment with Pine County.

## **Article XIA** **Paid Time Off (PTO)**

### **PAID TIME OFF (PTO)**

Employees shall have 30 days from contract approval to elect to move to the PTO program or remain on the current sick/vacation plan. All new employees shall be placed on the PTO program.

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 full-time. PTO shall accrue beginning with the first month of employment.

### **PTO Accrual**

Date of hire through Year 4 -20 hours per month  
Start of Year 5 through Year 9 -22.00 hours per month  
Start of Year 10 through Year 14- 24.00 hours per month  
Start of 15 through Year 19- 26.00 hours per month

Start of Year 20 and beyond -28.00 hours per month  
(Maximum PTO accrual amount shall not exceed 640 hours)

**Anniversary Date**

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

**Availability of PTO**

PTO is earned and credited each pay period. PTO is available for use as it is earned.

**Maximum Accrual**

An employee 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.

**Existing Vacation Balances**

For employees electing to move from the sick/vacation program to the PTO program, existing vacation balance shall roll into the PTO

**Existing Sick Leave Balances**

For employees electing to move from the sick/vacation program to the PTO program, existing sick leave balance and catastrophic sick leave balance may be used for the employee's actual illness or disability or to care for a member of the employee's immediate family (child, spouse or parent). Sick leave may be used to attend medical or dental appointments or to transport a family member to such appointments. There will be no cash out of any sick leave for employees who elect the PTO program.

**Personal Days**

All Full-time employees on the PTO program will receive 5 Personal Days on January 1<sup>st</sup> of each year. Personal Days must be used by December 1st or unused days will be deposited into a Health Care Savings Account to be used following separation of County service. Part-time employees will not be entitled to Personal Days.

**Payment for Unused PTO**

The County will pay up to six hundred forty (640) hours of unused PTO to all unit employees 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 Health Care Savings Account administered by the Minnesota State Retirement System as a severance to be used following separation of County service.

**PTO Cash out**

Employees will be allowed to cash out or move into their Health Care Savings Plan (HCSP) up to 40 hours (1 week) one (1) time per year. If the Cadillac Tax provision of the Affordable Care Act is triggered by this provision of the Collective Bargaining Agreement, the Employer and the Union will meet and confer to develop a MOU to avoid the Cadillac Tax.

**ARTICLE XII**  
**FUNERAL LEAVE**

A maximum of three (3) days may be taken with compensation in the event of a death of an employee's brother, sister, brother-in-law, sister-in-law, spouse, children, parents (step and biological), grandchildren, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, or ward of the employee's household. An employee may use vacation time for time off after the three (3) days of funeral leave with the approval of the Director or designee.

**ARTICLE XIIB**  
**PERSONAL DAYS**

Four (4) personal days shall be granted each employee on the vacation/sick plan each calendar year with non-accruing status to be used anytime during the course of the year, upon receiving them. Personal days shall be granted January 1 of each calendar year. The scheduling of these personal days is accomplished in the same fashion as vacation time is requested. An employee may use up to four (4) personal days each calendar year by contributing the days to the employee's post-employment health care savings account. If personal days are not scheduled to be used during the calendar year by the last pay period in November of each year of the contract, the value of up to four personal days will be contributed to the employee's post-employment health care savings account. It is the employee's responsibility to notify payroll in writing before the last pay period in November if they are planning to use any remaining personal days that year. The transfer of the monetary value of these days into the employee's health care savings account shall be accomplished by January 31<sup>st</sup> of the following year.

**ARTICLE XII C**  
**OTHER TYPES OF LEAVES OF ABSENCE**

Section A. Military Leave: Every employee shall be entitled to military leave as provided by state and federal law including Minnesota Statute § 192.26, Minnesota Statute § 191.261 and USERRA, 38 U.S.C. § 4317(a)(2). The employee shall immediately inform their respective Department Head regarding the military duty and need for military leave as soon as known by the employee.

Section B. Court Duty

Any employee shall be granted a leave of absence with pay for service upon jury, appearance before a court, legislative committee, or other body as a witness in a proceeding involving the federal government, the State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority; or attendance in court in connection with the employee's official duties. In the case of jury duty, the employee's compensation from the County during his/her leave shall equal the difference between the employee's regular compensation and compensation paid for jury duty. The employee shall provide the County

Auditor with a record of any fees received. The employee's pay shall be adjusted accordingly or the amount of fees (excluding mileage and day care payments) shall be paid to the County. Employees shall return to their regular work duties if released from court duty during their scheduled hours of work if time permits. The employee shall immediately inform the Department Head regarding the court duty as soon as known by the employee.

#### Section C. Election Judge in Township

An individual who is selected to serve as an election judge pursuant to Minnesota Statute § 204B.21, subdivision 2 must provide the employee's Department Head with at least 20 days written notice.

#### Section D. School Conference And Activities Leave

In accordance with Minnesota Statute 181.9412 as may be amended, an employee may use up to a total of sixteen (16) hours without pay during any school year to attend school related activities for an employee's child, provided the activities cannot be scheduled during non-work hours. When leave cannot be scheduled during non-work hours and the need for leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave. An employee may substitute any vacation for any part of the leave under this section.

#### Section E. Parental Leave

Every employee that works an average of 20 hours or more per week and has been an employee of the County for at least one year is eligible for parental leave upon the birth or adoption of a child consistent with Minnesota Statute § 181.941. Unpaid parental leave shall be granted for six weeks to eligible employees and shall run concurrent with any family medical leave. An employee must use banked sick leave until sick leave reaches forty (40) hours or less prior to receipt of unpaid parental leave. When an employee has exhausted all but 40 hours or less of sick leave for a portion of parental leave, the employee may request an additional period of unpaid parental leave to be granted so that the total of paid and unpaid leave provided does not exceed six weeks.

An employee is required to give at least thirty days notice to Human Resources in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable.

#### Section F. Family/Medical Leave

##### Subsection 1. Coverage

The Family and Medical Leave act entitles eligible employees to take up to 12-weeks of unpaid leave during any 12-month period as a result of the birth or placement for adoption or foster care of a child, to care for an immediate family member with a serious health condition, or when an employee is unable to work due to a serious health condition. The 12-month period shall be calculated, using a rolling period measured backward from the date the employee uses FMLA

leave, and may be taken at one time, intermittently, or on a reduced leave schedule depending on the circumstances.

#### Subsection 2. Eligibility/Entitlement

FMLA applies to all County employees who have been employed by Pine County for at least twelve (12) months and who have worked at least 1,250 hours for Pine County during the twelve (12) months preceding the leave request. Hours worked will be determined under the terms of the Fair Labor Standards Act. Employees who are considered exempt under that Act and who have worked for Pine County for twelve (12) months will be presumed to have met the 1,250 hours of service requirements.

Family Leave: The birth of the employee's child or the placement of a child with the employee for adoption or foster-care.

Medical Leave: To provide care for a family member (child, spouse, or parent) experiencing a serious health condition.

Medical Leave: For the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.

#### Subsection 3. Other Leave Must be Used First

The County requires the employee to use accrued sick leave (as appropriate) until the employee has exhausted all but 40 hours or less of sick leave, and any other paid leave before any unpaid portion of FMLA leave is granted. The FMLA does not broaden the instances for which paid sick leave can be used.

Pine County requires an employee to exhaust all but 40 hours or less of banked sick leave before going into an unpaid status. When an employee has used all but 40 hours or less of accrued sick leave for a portion of family medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided does not exceed twelve (12) weeks.

Any other type of leave, whether paid or unpaid, taken for a reason covered by the FMLA will be considered part of the twelve (12) weeks granted.

#### Subsection 4. Medical Certification

For leaves taken because of the employee's or a covered family member's serious health condition, employees must provide medical certification before the leave begins, or if the leave is unforeseeable, the County must allow 15 calendar days for the employee to comply with the medical certification. If no medical certification is returned within 20 calendar days and the employee has not returned to duty, the employee will be considered to have voluntarily resigned.

The County has the right to question the validity of any certification and may require the

employee, at the County's expense, to be seen by a County designated physician. The County may require periodic reports on the employee's status and intent to return to work and a fitness for duty report prior to return to work.

An employee that cannot return to work upon the expiration of the 12-week FMLA leave may request a leave of absence in accordance with Section I below.

#### Subsection 5. Benefits

Pine County will maintain health care, dental insurance, and life insurance coverage for an eligible employee for the duration of the FMLA leave and during the period of any paid leave as if the employee continued in employment. Employee contributions will be required either through payroll deduction or by direct payment. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. All payments for the employee's share of any benefits must be made to the County Auditor's department by the first (1<sup>st</sup>) of each month. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave. If an employee's contribution is more than 30 days late, the employee's coverage will lapse.

Any employee on unpaid leave will not accrue benefits.

Pine County will seek to recover its share of health coverage premiums paid for an employee on FMLA leave if the employee fails to return to work after FMLA leave unless the failure to return to work is due to the continuation, recurrence, or onset of a serious health condition or for other circumstances beyond the control of the employee. Not returning from certified leave is a qualifying event for COBRA purposes.

If the employee is no longer in paid status at the expiration of the FMLA leave, the County will not pay any portion of the employee's health care, dental insurance, and life insurance coverage.

#### Subsection 6. Job Protection

If an employee returns to work following the approved family medical leave period, the employee will be reinstated to the employees' former position or an equivalent position with the equivalent pay, benefits, status and authority.

The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

#### Subsection 7. Definitions

*A serious health condition* is defined by the Act as an illness, injury, impairment, or physical or mental condition that involves: inpatient care in a hospital, hospice or a residential medical care facility, or continuing treatment by a qualified health care provider, and/or treatment for substance abuse.

*A serious health condition* would generally last for more than three (3) days, require the intervention of a qualified health care provider, result in subsequent care for the same condition, and must involve treatment of two or more times by a qualified health care provider; a nurse or physicians assistant under the direct supervision of a qualified health care provider; or a provider of health care services (physical therapy) under orders, or referral by a qualified health care provider.

*A parent* is defined as the biological parent of an employee or as an individual who was responsible for the day-to-day care of the employee when the employee was a son or daughter.

*A spouse* is defined as a husband or wife. A spouse does not include unmarried domestic partners.

*A son or daughter* is defined as a biological, adopted or foster child, a stepchild, legal ward, or a child of a person having the day-to-day responsibility for the child. Includes a child over 18 years of age who is “incapable of self-care because of a mental or physical disability.”

#### Subsection 8. Notice

An employee is required to give at least thirty days notice in the event of a foreseeable leave. A Request for Family Medical Leave form should be completed by the employee and returned to Human Resources. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable.

#### Section G. Request For Other Leave of Absence Without Pay

Any employee who has 40 hours or less of paid time or who has no banked sick leave is not otherwise entitled to another type of leave may request a leave of absence without pay in accordance with Section I, Subsection 1, below. Such leave shall be granted only with approval from employees’ department head and it is deemed to be in the best interest of the County, and shall in no circumstances be granted in excess of one year.

#### Subsection 1. Procedures for Requesting Other Leaves of Absences

All requests for leaves of absences shall be made by the employee and require a 30 day notice. An employee may obtain a county provided request form from their respective department head.

Any employee’s request for an unpaid leave of absence shall be answered by the employees Department Head and the Pine County Board of Commissioners and shall only be granted when deemed to be in the best interest of the County.

#### Subsection 2. Employee Must Pay Total Cost of Benefits while on Leave of Absence

Seniority will accrue while the employee is on an approved leave of absence. Other benefits including holidays, vacation or sick leave shall not be earned or paid during an approved leave of

absence without pay or while employee is in an unpaid status.

A. Insurance: Pine County will not pay any portion of the employee's health care, dental insurance, and life insurance coverage during unpaid leave. The employee is responsible for the entire cost of the health care, dental insurance and life insurance premiums.

Subsection 3. Re-employment After Leave of Absence

After an approved leave of absence, an employee shall be returned to the same or similar position.

**ARTICLE XIII**  
**INSURANCE**

Health Insurance:

An employee who qualifies for benefits of the Pine County Medical Plans shall be entitled to medical insurance coverage as specified in the Medical Plans described below, with the following contribution levels. Part-time employees who work at least 20 hour but less than 40 hours per week shall be entitled to prorated Employer contributions for medical insurance coverage as specified in the Medical Plans described below.

Section A. MEDICAL INSURANCE COVERAGE OPTIONS

An employee may choose between either the Blue Cross Blue Shield Comprehensive Major Medical Plan (CMM) 1000 / 3000 Plan, the Blue Cross Blue Shield Comprehensive Major Medical Plan (CMM) 1500 / 4000 Plan or the Blue Cross Blue Shield VEBA Plan, subject to enrollment criteria described in the plans.

**Comprehensive Major Medical- CMM (both plans):**

The Comprehensive Major Medical Plan (CMM 1500/4000) shall be the base plan. The County will contribute the dollar amounts show below per month:

**2015**

Premium  
CMM Plans: Single: \$570.50  
Family: \$1,143.55

VEBA Savings  
VEBA: Single: \$464.25                      Single: \$106.25  
Family: \$931.05                          Family: \$212.50

**2016**

Premium  
CMM Plans: Single: \$684.00  
Family: \$1328.15

VEBA Savings  
VEBA: Single: \$577.75      Single: \$106.25  
Family: \$1,115.65      Family: \$212.50

**2017**

Single

The total employer monthly contribution to the premium or the premium plus the VEBA savings account for single coverage shall equal the dollar amount equal to the single premium for the 1500/4000 CMM plan.

Family

The total employer monthly contribution to the premium or the premium plus the VEBA savings account for family coverage shall equal the 2016 county contribution plus 65% of any increase on the CMM 1500/4000 plan

**Blue Cross Blue Shield -VEBA:**

Contributions to the VEBA savings account shall be made at the beginning of each quarter.

Should a current employee have approved medical costs, which necessitates their need for the entire Employer contribution to the Medical savings account prior to the end of the year, the Employer will provide the needed contribution.

The insurance committee with membership from all Unions, non-contract management, and the County Personnel Committee will make a joint recommendation to the County Board. The insurance committee will meet quarterly.

Section B. Group term life insurance benefits shall be \$30,000. The premium shall be paid by the employer.

**ARTICLE XIV**  
**RETIREMENT INSURANCE**

Employees who retire and are at least 55 years of age with a minimum of 10 years of consecutive Pine County service or who meet the eligibility requirements in Minn. Stat. §471.66, sub. 2 b, may elect to continue to participate in the group health insurance plan they participated in immediately before their retirement provided said employee pays the full cost of the premium of the plan selected and an administrative fee not to exceed 2%.

**ARTICLE XV**  
**PROBATIONARY PERIODS**

Section A. All newly hired or rehired employees shall serve a probationary period. The probationary period is defined in Article II, Section D.

Section B. The Employer, at its sole discretion, may discipline or discharge a probationary employee. Such action shall not cause a breach of this Agreement or constitute a grievance hereunder.

Section C. All employees promoted or transferred to a new position shall serve a six (6) month probationary period.

Section D. The Employer may return an employee who is currently serving their probationary period to a position in their former classification and to their rate of pay immediately previous to transfer or promotion.

Section E. A probationary period employee shall have the right to revert to a position in their former classification, and to their rate of pay immediately previous to transfer or promotion.

**ARTICLE XVI**  
**DISCIPLINE**

Section A. The Employer will 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 will be in one or more of the following forms:

1. Oral reprimand;
2. Written reprimand;
3. Suspension;
4. Demotion; or
5. Discharge

Section B. The suspension, demotion, or termination of an employee who has successfully completed the required probationary period may be grieved in accordance with the grievance procedure outlined in Article XV of this Agreement. Any unpaid suspension shall be for periods of not less than one (1) workweek.

Section C. An employee may view their personnel file at reasonable times and under the supervision and in accordance with the policies established, by the County Coordinator and the Human Resources Director. Employees shall also be able to view the performance file kept in the Human Resources Department at reasonable times and under the supervision of the Human Resources Director or designee.

Section D. All notices of suspension, demotion, or discharge shall be presented to the employee

and be in writing providing the reasons for the action, the date the action is effective and if a discharge, the date which County property is to be returned.

## **ARTICLE XVII** **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. Processing a Grievance: It is recognized and accepted by Local Union 160, IBEW and the Employer that the processing of a grievances 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 Local Union representatives 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 that the employee and the Local Union representative have notified and received the approval of the Health and Human Services Director who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section C. Grievances shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days, after such alleged violation has occurred, present such grievance in writing to the Department Head. The written grievance shall set forth the following: the nature of the grievance; the facts on which it is based; the specific provisions of the Agreement allegedly violated; and the remedy requested. The Department Head will discuss and give in writing, an answer to such Step 1 grievance within ten (10) working days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the Employer-designated representative's final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Local Union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Local Union and discussed with the County Coordinator. The County Coordinator shall review the grievance and may meet with the Local Union and Department Head to further discuss the grievance. If such a meeting takes place, it shall be within ten (10) working days of receipt of the Step 2 grievance. The County Coordinator shall prepare a written response to the grievance either supporting or denying the grievance. Such will be discussed with the Board, however in no case shall it be longer than ten (10) working days from receipt of the Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within five (5) working days following the Employer's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Local Union within

five (5) working days, after receipt of the answer (or after the answer is due), shall be considered waived.

The Local Union may appear before the full County Board to discuss the grievance following the response provided by the County Coordinator and prior to filing for Step 3 grievance if they so desire. This shall be accomplished by notifying the County Coordinator the Thursday prior to the next Board meeting.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Local Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. 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 D. Arbitrator’s Authority: The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, 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 Local 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 the 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 Local 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 Local 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 records. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally.

Section E. 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 Local Union may elect to treat the grievance as denied and move the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Local Union in each step.

### **ARTICLE XVIII** **COMPENSATION**

Section A. Wages shall be paid in accordance with schedule Appendix A-1, which is attached hereto and made part of this Agreement. Wages shall be reflected in terms of annual salaries.

Section B. Wages shall be paid in accordance with Appendix A-1, which is attached hereto and

made part of this Agreement. Employees who are over the maximum shall be frozen at the current base salary rate.

Wages :

For 2015, Appendix A-1 reflects a 1.5% COLA increase.

For 2016 Appendix A-1 reflects a 1.5% COLA increase and a 3% market increase

For 2017 Appendix A-1 reflects a 1.5% COLA increase and a 1.5% market increase

Wages and insurance Retro to 1/1/15 for anyone who is employed by Pine County on the date of contract settlement (date the county board approves the contract) and anyone who left employment in 2015 in good standing who is able eligible to draw (upon separation from the county) a PERA annuity.

Section C. Employees are eligible for a step or performance increase on their anniversary date. Employees who have reached Step 5 will be eligible for an increase based on performance following a review with the Department Head. Those employees who are in the performance range shall receive an adjustment effective on their anniversary date. All adjustments provided for in Appendix A shall be applied to the schedule.

Section D: Performance Increase Pay: Performance pay increases shall be based on the following range:

Fully Competent	1% - 3.4%
Exceeds Expectations	3.5% - 6%
Significantly Exceeds Expectations	6.1% - 7%

**ARTICLE XIX**  
**PROMOTIONS AND RECLASSIFICATION**

Section A. Employees who are promoted to a higher paid position, shall be placed on the pay range of the new position at the nearest step (lower or higher) to their current classification step plus one additional step. The anniversary date of the employees shall not change because of the promotion, however, the employee shall serve a six-month trial period.

Section B. Employees who demote, either voluntarily or involuntarily, to a lower paid position shall be placed on the pay range of the new classification at the nearest step (lower or higher) to their current classification step minus one additional step. The anniversary date of the employee shall not change because of the demotion; however, the employee shall serve a six-month trial period.

Section C. Employees whose position is reclassified to a higher grade shall be moved to the new grade at the nearest highest rate of their existing salary. Movement shall be effective the first pay period following final Board action and following exhaustion of all appeals.

Section D. Employees whose position is reclassified which results in a lower grade placement shall have their wages frozen until their salary catches up to the wages in the new grade. Movement shall be effective the first pay period following final Board action and following exhaustion of all appeals.

**ARTICLE XX**  
**VACATION DONATION PROGRAM POLICY**

Employees shall comply with the Pine County Vacation Donation Program Policy in effect on June 30, 2006, for the donation of leave to other employees.

**ARTICLE XXI**  
**DRESS CODE POLICY**

Employees shall comply with the Pine County Dress Code Policy effective upon ratification of the contract.

In the event of any proposed changes to the County Appearance and Dress Policy, the County will form a committee with membership from all Unions, non-contract management, and the County Personnel Committee. The committee will make a joint recommendation to the County Board regarding any changes to the policy.

**ARTICLE XXII**  
**SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Pine. 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 provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

**ARTICLE XXIII**  
**NO STRIKE**

Neither the Local Union, its officers or agents, nor any of the employees covered by this Agreement will engage in any strike as defined in Minnesota Statutes 179.63, Subd. 12 (1978). In the event that any employee violates this Article, the Local 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 XXIV**  
**RIGHT OF SUBCONTRACT**

Nothing in this Agreement shall prohibit or restrict the right, of the Employer to subcontract work actually performed by employees covered by this Agreement. In the event that the Employer determines to contract out or subcontract such work performed by employees covered by this Agreement, the Employer shall notify the Local Union when such determination is made, but in no case less than twenty (20) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Local Union to discuss possible ways and means to minimize the elimination of current employees.

**ARTICLE XXV**  
**COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

This Agreement shall represent the agreement between the Local 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 request 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 Local 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 XXVI**  
**DURATION**

This Agreement shall be effective from January 1, 2015 through December 31, 2017. This Agreement may be opened by either party giving to the other party ninety (90) days notice prior to the expiration of the Agreement. Such notice must be given in writing and delivered by mail.

**ARTICLE XXVII**  
**NON-DISCRIMINATION**

The Employer and the Local Union believe all employees have a right to work in an atmosphere free of illegal discrimination and defined by state and/or federal law. No employee shall be discriminated against in an unlawful manner. The parties recognize sexual harassment as defined by state and/or federal law to be unlawful discrimination within the meaning of this Article. An employee subjected to illegal discrimination may proceed pursuant to the grievance procedure in Article XV of this Agreement or pursue any available remedies under state or federal law. An employee who proceeds pursuant to the grievance procedure does not waive any statutory rights under state or federal law.

In witness whereof, the parties have set their hands this 11<sup>th</sup> day of January, 2016.

BOARD OF COUNTY  
COMMISSIONERS,  
PINE COUNTY, MINNESOTA

By: Curt H. Ransom  
Board Chair

By: D. J. Mink  
County Administrator

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, LOCAL  
UNION #160

By: Alan P. Rademacher  
President

By: Robert J. Boogo  
Business Manager

## Appendix A1

### 1.5% COLA

2015	Step 1	Step 2	Step 3	Step 4	Step 5	PrfMx
C41	19.73	21.37	22.50	23.58	24.68	27.84
C42	20.52	22.23	23.41	24.54	25.67	28.80
C43	21.32	23.07	24.26	25.47	26.63	29.93
C51	22.88	24.66	26.68	28.07	29.38	32.97

### 1.5% COLA & 3% Market

2016	Step 1	Step 2	Step 3	Step 4	Step 5	PrfMx
C41	20.63	22.34	23.53	24.65	25.80	29.11
C42	21.45	23.24	24.47	25.66	26.84	30.11
C43	22.29	24.12	25.36	26.63	27.84	31.29
C51	23.92	25.78	27.89	29.34	30.71	34.46

### 2017 1.5% COLA & 1.5% Market

2017	Step 1	Step 2	Step 3	Step 4	Step 5	PrfMx
C41	21.25	23.02	24.24	25.40	26.58	29.99
C42	22.10	23.94	25.21	26.43	27.65	31.02
C43	22.96	24.85	26.13	27.44	28.68	32.24
C51	24.64	26.56	28.73	30.23	31.64	35.50