

**Labor Agreement
between
Dakota County Board of Commissioners
and
AFSCME Council 5 Local 450**

January 1, 2018 - December 31, 2020

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PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Dakota, hereinafter called the Employer, and AFSCME Council 5, Local 450, hereinafter called Union.

It is the intent and purpose of this Agreement to:

- 1.1 Maintain and increase individual productivity and quality of service.
- 1.2 Provide an orderly procedure for the resolution of grievances.
- 1.3 Prevent any interruptions of work or interference with the efficient operation of the Department.
- 1.4 Express the complete agreement between the parties on hours, wages, holidays, Flex Leave, health and welfare and conditions of employment.

ARTICLE II RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for all employees of the Dakota County Community Corrections Department employed for more than fourteen (14) hours per week and more than sixty seven (67) workdays per calendar year, excluding all supervisory, and confidential employees.
- 2.2 The Employer agrees that within ten (10) working days following the creation of a new position classification the Union shall be notified of such action for purposes of discussing the inclusion of such position classification in the bargaining unit, subject to Article V of this Agreement. If no agreement can be reached, the issue shall be submitted to the Bureau of Mediation Services, for determination.
- 2.3 The Union may designate one employee per forty (40) bargaining unit members to act as stewards. In addition, one steward in each work location shall serve as a chief steward. The President of the local Union shall be an alternate steward. The Union shall provide the Employer with written notice of employees serving as stewards.

ARTICLE III DEFINITIONS

- 3.1 UNION: AFSCME Council 5, Local 450.
- 3.2 UNION MEMBER: A member of AFSCME Council 5, Local 450.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 EMPLOYER: The County of Dakota.
- 3.5 DEPARTMENT: The Dakota County Community Corrections Department.
- 3.6 UNION OFFICER: Officer elected or appointed by AFSCME Council 5, Local 450.

- 3.7 **NON-LIMITED FULL-TIME EMPLOYEE:** An employee in the bargaining unit who is normally scheduled to work a forty (40) hour week.
- 3.8 **NON-LIMITED PART-TIME EMPLOYEE:** An employee who is employed in a position designated as non-limited part-time by the County Board who works less than the normal work year.
- 3.9 **TENURE:** Tenure is the total length of continuous employment with Dakota County, including approved leaves of absence and aggregate time served in limited positions, since the most recent date of hire. The accumulation of those benefits related to years of service (such as eligibility for service awards, Flex Leave accrual rates) is based on tenure.

ARTICLE IV NON-DISCRIMINATION

- 4.1 The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, gender, sexual orientation, age, or marital status or disability.

ARTICLE V EMPLOYER AUTHORITY

- 5.1 It is recognized that except as expressly stated herein the Board retains the right to operate and manage all 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 contract with vendors or others for goods and/or services as long as the acts do not subvert the Agreement between the parties; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 No Strikes. In accordance with the provisions of Minnesota Statutes §179A.19, the Union, its officers or agents, or any of the employees covered by this Agreement, shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or in the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment, regardless of the reason for so doing.
- 5.3 Notification. In the event the Employer notifies the Union that an employee may be violating this Article, the Union shall immediately notify such employee in writing of the Employer's assertion and the provisions of this Article.
- 5.4 Discipline. Any employee who violates any provision of this Article may be subject to disciplinary action including discharge.

ARTICLE VI UNION SECURITY

- 6.1 Dues Deduction. In recognition of the Union, as the exclusive representative, the Employer shall:
- a. Deduct from each payroll, an amount sufficient to provide payment of dues, (or a "fair-share" deduction, as provided in Minnesota Statutes §179A.06, subdivision 3, if the employee elects not to become a member of the Union)

established by the Union from the wages of all employees authorizing, in writing, such deduction; and

b. Remit such deduction to the appropriate designated officers of the Union.

6.2 Designation of Stewards. The Union may designate not more than three (3) employees from the bargaining unit to act as Stewards and shall inform the Employer, in writing, of such choice.

6.3 New Employees. The Employer agrees to notify the Union within thirty (30) days from the first day of employment of any new employee in any unit covered by this Agreement.

6.4 Hold Harmless Clause. 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 an action taken or not taken by the Employer, under the provisions of this Article.

ARTICLE VII GRIEVANCE PROCEDURE

7.1 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.

7.2 Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives 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 representatives and of their successors when so designated as provided by Section 6.2 of this Agreement.

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

7.4 Procedure. Grievances, as defined by Section 7.1, 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 twenty (20) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within twenty (20) calendar 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 the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within twenty (20) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within twenty (20) calendar days shall be considered waived.

Step 2 If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within twenty (20) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within twenty (20) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within twenty (20) calendar days shall be considered waived.

Step 3 If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer designated representative shall give the Union the Employer's answer in writing within twenty (20) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within thirty (30) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within thirty (30) calendar days shall be considered waived.

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 by the Union 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 and Regulations as established by the Bureau of Mediation Services.

7.5 Arbitrator's Authority.

- a. 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.
- b. 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 is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.
- c. 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.

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

- 7.7 Choice of Remedy. If, as a result of the written Employer response in Step 1, 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 Article VII or a procedure such as: Civil Service Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII.

The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article VII or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII.

ARTICLE VIII SENIORITY

- 8.1 A reduction of work force will be accomplished on the basis of departmental seniority within the job classification to be reduced. In the event of a tie in seniority, the order of layoff shall be determined by the last four (4) digits of the employee's Social Security Number, the higher the number the greater the seniority. An employee in a position to be reduced from work force retains departmental seniority in each of the bargaining unit classes in which the employee had worked. An employee may choose demotion instead of layoff if a lower level vacancy exists or the employee may choose the position of another employee with less departmental seniority in the same or a formerly held class. An employee refusing either of these options shall automatically terminate employment with the Department. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of layoff before any new employee is hired, except that, any employee on layoff who is notified by registered mail at the last mailing address listed by the employee with the Employer, to return to work and fails to do so within ten (10) workdays shall be considered to have voluntarily terminated employment with the County. Qualified employees on layoff status shall be recalled on the basis of seniority.
- 8.2 An employee in the bargaining unit who transfers from another County department shall accumulate total seniority at the County only for purposes of calculating Flex Leave and for retaining PERA benefits.
- 8.3 Job vacancies shall be announced in accordance with County Personnel System. The Employer is committed to selecting the most qualified candidate to fill position vacancies. Bargaining unit members who are currently performing or have performed the position on a temporary basis within the past two (2) years and are listed on the hiring register will be offered the opportunity to interview. When practicable, the most senior qualified bargaining unit member shall be considered.

ARTICLE IX PHYSICALS

- 9.1 Pre-employment physical examinations of employees may be required at County expense.

ARTICLE X DISCIPLINE

- 10.1 Just Cause. The Employer will discipline employees who have completed the required probationary period only for just cause. A written reprimand, suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed through the grievance procedure as contained in Article VII of this Agreement subject to the limitations as set forth in Section 7.7 of this Agreement.
- 10.2 Suspension and discharges will be in written form.
- 10.3 Written reprimands, to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and notices of suspension and discharge. Such information, more than eighteen (18) months old, may not be used for promotional evaluation.
- 10.4 Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the Employer. Pursuant to the Minnesota Government Data Practices Act, employees may obtain copies of all public and private data within their personnel files, at their request, upon payment of the reasonable costs associated with copying the data.
- 10.5 Where an employee is questioned regarding an investigation of a matter that may lead to disciplinary action of said employee, such questioning will be conducted in a manner not to unreasonably embarrass the employee before other employees or the public. If in the course of an investigation it is determined that disciplinary action may be taken against an employee, the employee will be given an opportunity to have a Union officer or representative present before the Employer proceeds further to question the employee regarding the matter.
- 10.6 Grievances relating to this Article shall be initiated by the Union in Step 2 of the Grievance Procedure, under Article VII.

ARTICLE XI WORK SCHEDULES

- 11.1 Work Schedule. The normal work year is two thousand eighty eight (2088) hours, to be accounted for by each employee. Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum of hours the Employer may assign employees. Flexible work hours will be offered at management discretion.
- 11.2 Senior Office Assistant, Program Associate, Senior Program Associate, Program Analyst, Senior Program Analyst, Senior Information Systems Specialist, Administrative Specialist, and Assistant Probation Officers. The sole authority in establishing work schedules rests with the Employer. The normal workweek for clerical and case aide employees shall be forty (40) hours Monday through Fridays and the normal workday shall be 8:00 A.M. to 4:30 P.M.
- 11.3 Overtime. Overtime compensation will be based on status under the Fair Labor Standards Act. Non-exempt employees shall receive approved overtime compensation at the rate of time and one-half (1-1/2); exempt employees shall receive approved overtime compensation at a straight time rate.

Overtime/Compensatory time must be recorded in the pay period in which the extra work is performed. In lieu of such overtime payment, an employee may request compensatory time off for overtime worked in accordance with the rates as set forth in Section 11.3. Compensatory overtime shall not exceed eighty (80) hours. Compensatory time may be carried into a new calendar year.

Non-exempt Juvenile Services Center employees whose normal work week is 40 hours Monday through Friday shall be paid overtime for all approved hours worked in excess of 40 hours per week. All other non-exempt Juvenile Services Center employees shall be paid for overtime hours worked according to the 207(K) exemption. Non-exempt Juvenile Services Center employees who work a shift beyond their assigned shift rotation shall be paid time and one-half (1-1/2) for said additional shifts. Such time will not count toward overtime for purposes of the 171 rule.

All Juvenile Services Center employees who are required by a supervisor to report to work for training or mandatory meetings outside of their assigned rotation schedule shall be paid a minimum of two (2) hours for said meetings that are beyond the required forty (40) hours of annual training.

Juvenile Services Center employees working shifts in the secured facility may be requested/required to extend their shift onto the next shift to a maximum of seven (7) additional hours.

- 11.4 On-call Pay. When employees are outside normal work hours but are designated by management to be on-call, they shall be compensated for on-call status at the rate of two (\$2.00) per hour for each hour they are designated on-call. An employee called back to work outside of the employee's regular shift shall receive a minimum of two (2) hours pay for such callback. Exempt employees are compensated at the straight time rate and non-exempt employees are compensated at the rate of one and one-half times (1-1/2) the normal pay rate. This provision shall not apply to an extension of a shift or early report to a regularly scheduled shift. An employee designated by management to be on call shall receive two (2) hours straight time pay for each full week designated on-call.
- 11.5 Non-traditional Work Schedules. Effective January 1, 2018, employees assigned to recurring non-traditional work schedules shall receive an hourly differential of ninety (\$.90) per hour. If a majority of hours are worked between 6:00 p.m. and 6:00 a.m., the employee shall receive the shift differential for all hours worked on the shift.
- 11.6 Trainer pay. Assistant Probation Officers designated by management to serve as certified trainers will receive an additional \$2.00 per hour (differential) for all hours served as a management designated certified trainer for staff.

ARTICLE XII MILEAGE

- 12.1 Any reimbursable mileage as approved by the Department Head to be paid as a result of this Agreement shall be reimbursed in accordance with the rate as set forth by the Dakota County Board of Commissioners in the Employee Relations Policy and Procedures Manual.

ARTICLE XIII FLEX LEAVE

13.1 This bargaining unit shall be eligible to participate in the non-union Flex Leave Plan.

In the event that the County unilaterally modifies the provisions of the non-union Flex Leave Plan, this bargaining unit has the option to accept the change or to discontinue participation in the optional non-union Flex Leave Plan and revert back to the official leave related Articles in the collective bargaining agreement.

13.2 Vacation preferences which have been communicated in writing to the Department Head by February 1 of each year shall be granted on the basis of seniority. Vacation requests for five (5) days or more submitted in writing thereafter shall be granted on the basis of first come first served.

ARTICLE XIV HOLIDAYS

14.1 Each full-time employee covered by this Agreement shall receive the following paid holidays:

<u>Date</u>	<u>Holiday Celebrated</u>
January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr. Day
Third Monday in February	Washington's & Lincoln's Birthdays
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Day after Thanksgiving	Thanksgiving Friday
December 25	Christmas Day

Effective in 2019, in addition to the above listed paid holidays, each employee shall be eligible for one (1) floating holiday per calendar year. The floating holiday must be taken as a full day and requires supervisory approval prior to taking the time off. There shall be no carryover of the floating holiday from one calendar year to the next. Non-limited part-time employees shall be entitled to the floating holiday prorata according to FTE designation.

14.2 When January 1, July 4, November 11 or December 25 fall on Sunday, the following day shall be a holiday.

14.3 When January 1, July 4, November 11 or December 25 fall on Saturday, the preceding day shall be a holiday.

14.4 Each full-time and non-limited part-time employee who works on a paid holiday shall be paid one and one-half (1-1/2) times the employee's regular straight time rate of pay for all such hours worked, in addition to the holiday pay. A non-limited part-time employee shall be entitled to holiday pay on a pro rata basis.

Employees assigned to work in the secured facility of the Juvenile Services Center shall receive holiday compensation on the actual holiday rather than the observed holiday.

- 14.5 In order to be eligible for holiday pay, an employee must be on pay status the full shift of the last scheduled workday both the day before and the day after the designated holiday.

ARTICLE XV LEAVES OF ABSENCE

- 15.1 **Procedure.** All requests for leaves of absence, except for leave requests totaling five days or less, shall be forwarded to Employee Relations by the Department Head. Leave requests totaling five days or less shall be approved by the Department Head. All leaves of absence shall be classified as either "paid" or "unpaid" in their entirety. However, an employee may request a sequence of leaves, including the use of accrued Flex Leave when appropriate, which will result in a combination of both paid and unpaid leave provided that the Flex Leave is used prior to the commencement of the relevant unpaid leave. An employee's salary review date for purposes of Article XIX and Appendixes A, B and C shall be modified for the amount of any unpaid leave of absence in excess of ninety (90) days.
- 15.11 **Paid Leave.** Employees on paid leaves of absence shall receive the same compensation and benefits they would otherwise receive had the leave day(s) been covered by earned Flex Leave.
- 15.12 **Unpaid Leave.** Employees on unpaid leaves of absence shall not be compensated for any workday or holiday which occurs during their leave of absence, nor shall said employees earn any other benefit, privilege or right on an unpaid leave day.
- 15.13 **Benefit Accrual While on Unpaid Leave.** Flex Leave shall not accumulate during any unpaid leave of absence, but accrued amounts of both shall remain on record at the inception of the leave and shall resume upon the return of the employee. Seniority shall continue to accrue during unpaid leaves of absence of ninety (90) days or less. Except where otherwise provided by law, Employer-paid insurance benefits described in Article XVI shall terminate at the end of the month during which any unpaid leave of absence commences unless the employee requests in writing to the Director of Employee Relations that the benefits continue at the employee's own expense. Employer-paid insurance benefits shall be reinstated on the first workday of the month following return to employment. If the first day of the month is the first day of return to employment, paid insurance benefits shall commence immediately.
- 15.2 **Types of Leave.**
- 15.21 **Family and Medical Leave Act (FMLA).** An employee who has been employed for at least one (1) year and who has worked for at least 1,250 hours during that time shall be eligible for a leave of absence pursuant to the Family and Medical Leave Act (FMLA). The terms regarding such leave shall be governed by the provisions of the County's FMLA Plan.
- FMLA may be paid or unpaid leave. An employee on FMLA leave may choose to utilize accrued Flex Leave or extended sick leave. FMLA leave will run concurrently with all available paid time and unpaid time including short term or long term disability.
- 15.22 **Military Leave (Paid).** Employees who are members of any reserve component of the military forces of the United States shall be granted

military leave not to exceed fifteen (15) workdays in one year in order to go on active duty for such training periods as are necessary in fulfilling participation in a reserve training program. All requests for military leave shall require four (4) weeks notice. Copies of military orders requiring leave shall be submitted to Employee Relations prior to the approval of the leave. An employee may supplement an approved military leave with either approved use of Flex Leave or approved personal leave.

All existing federal and state statutes applicable to the rights of any employee who is on leave of absence from the Employer for military service shall be applicable under this Agreement.

15.23 Court Duty Leave (Paid). Employees subpoenaed as witnesses or called and selected for jury duty shall be granted court duty leave. Pay received for jury or witness duty must be given to the County by the employee. Pay for expenses may be kept by the employee.

15.24 Medical Leave (Unpaid). An employee may request a medical leave in the event that any mental or physical illness, injury or condition (including pregnancy) renders the employee unable to safely perform normal duties. Said requests shall be accompanied by a physician's statement which, (1) identifies the medical condition, (2) indicates the date on which the employee will become or became unable to perform regular duties, and (3) the date on which the employee will be able to return to work. The Employer reserves the right to require that any employee requesting or engaging in a medical leave submit additional medical documentation or undergo a medical examination by a physician selected by the Employer (at Employer's expense). No medical leave shall, under any circumstances, extend beyond the period of the employee's actual disability.

All employees returning from medical leave shall submit a physician's statement which indicates what duties the employee is safely able to perform. The Employer reserves the right to require that any employee returning from a medical leave submit additional medical documentation or undergo a medical examination by a physician selected by the Employer (at Employer's expense).

For the purposes of this provision, an employee who is receiving disability related compensation from the Employer or any other secondary source while on medical leave will be regarded as on unpaid leave.

Except in unusual circumstances, a medical leave of absence shall not be granted if the employee cannot provide a specific return to work date and shall not exceed two (2) years from the beginning of such leave. This is not a guarantee of authorization of leave if the employee cannot provide a specific return to work date. If an employee is rehired after expiration of a medical leave the employee's seniority dates for purposes of benefit accrual shall be the date in effect as of commencement of the leave.

15.25 Personal Leave. A personal leave is an unpaid leave of absence granted at the approval of the Employer for any reasonable purpose. Personal leaves may be granted for a period up to six (6) months. Leaves may be extended to a maximum of six (6) additional months. The employee on

leave will supply the Employer with an updated address. The Employer may terminate the personal leave upon determination that leave time is not being utilized under the terms by which it was granted. In the event a personal leave is terminated or ends of its own accord, the employee will be notified by certified mail. An employee returning from an approved leave of absence of less than sixty (60) calendar days will be returned to the position previously held, contingent upon its continued existence. An employee returning from an approved leave of absence of sixty (60) days or more will be assigned the first available position in the employee's classification in the event the Employer has elected to fill the employee's previously held position with a permanent appointment. If no position is available in the employee's classification, the employee may bump the least senior employee in the classification pursuant to Article VIII. When a personal leave is taken in conjunction with Flex Leave, the Flex Leave shall be applied first prior to any personal leave. A personal leave of up to five (5) working days may be granted at the discretion of the Department Head, but shall not exceed an aggregate of five (5) working days in a calendar year.

15.3 Criteria for Granting Leaves. Requests for leaves of absence shall be granted or denied on the basis of the following factors:

- a. Applicable state and federal laws and regulations;
- b. The length of the requested leave not to exceed 12 months;
- c. The current and projected work load of the affected department;
- d. The expense and availability of any required replacement; and
- e. Any other legitimate business needs of the Employer.

15.4 Return from Leave. Except as otherwise provided herein, upon completion of the leave of absence the Employer will, when practicable, return the employee to the position held prior to the commencement of the leave; if said position is no longer available, the Employer will offer the employee another available position for which the employee is eligible.

ARTICLE XVI HEALTH AND WELFARE

16.1 Insurance benefits for each full-time employee shall be provided for in accordance with the following:

- a. Life Insurance. The Employer shall provide \$50,000 of life insurance coverage for each non-limited employee. Coverage shall be term life insurance according to the terms of the Master Policy.
- b. Health Insurance. The Employer agrees to offer participation in a group medical plan for each eligible employee. The Employer shall contribute 90% of the single monthly premium of the Basic Plan. The Employer shall contribute 80% toward the family monthly premium of the Basic Plan. Any additional costs for such coverage under the Basic Plan or optional plans shall be paid by the employee through payroll deduction. In no case shall the Employer contribution exceed that of the actual cost of the coverage selected.

The Basic Plan (Dakota Advantage Plan) shall include a Healthcare Reimbursement Account (HRA) to be paid by the Employer. The Employer HRA contribution equals fifty percent (50%) of the annual medical plan deductible.

Employees whose positions are designated as less than 0.5 FTE are not eligible to participate in Employer offered group medical, dental, life, short-term disability, and long-term disability plans.

Effective January 1, 2017, for employees in an FTE of less than 1.0, the Employer contribution toward medical and dental premiums shall be 87% of the full contribution for employees in a position with a budgeted FTE of .75 to .99, and 62% of the full contribution for employees in a position with a budgeted FTE of .50 to .74.

Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as comply with the Act and avoid any penalties, taxes or fines for the Employer.

- c. Dental Insurance. The Employer shall provide employees the option of participation in a dental insurance program provided that a sufficient number of County employees required by the insurance company elect to maintain participation in the program. The amount of coverage and the definition of terms included in such program are subject to the conditions of the policy selected by the Employer. The Employer shall contribute up to \$25.00 per month towards the cost of the premium. Any additional costs shall be paid by the employee through payroll deduction.
- d. Retirement Benefits. Dakota County is a member of the Public Employee's Retirement Association (PERA). This is a statewide organization that administers the retirement funds of County employees. All new County employees are required to join a coordinated PERA-Social Security Plan.
- e. Bargaining unit employees may participate in the non-union Flex Comp Program. The Employer contribution for part-time non-limited employees who are eligible to participate as defined by County policy shall be prorated based on current County policy.

16.2 Workers' Compensation. An employee receiving compensation under Workers' Compensation will be processed in the following manner, which applies only so long as the employee has accumulated Flex Leave or Extended Sick Leave:

- a. The employee will keep the Workers' Compensation check and provide the Payroll Department with a copy of the check.
- b. The County will pay the employee the difference between the Workers' Compensation check and full salary.
- c. The employee's Flex Leave or Extended Sick Leave will be reduced by the amount of pay in Section 16.2(b) of this Article, translated into hours and days.

If any employee does not wish to have Flex Leave or Extended Leave reduced through the process described above, such employee may choose the option of declining compensation by Dakota County and retention of Workers' Compensation checks. A doctor's certificate shall be required to show the ability to work at the former job classification. The employee is obligated to inform the Auditor of the amount of the Workers' Compensation payment immediately upon

receipt of such payment. Failure to notify the Auditor upon receipt of such payment shall subject the employee to discharge from employment.

- 16.3 Malpractice. The County shall provide malpractice insurance coverage for employees sued for alleged acts or omissions arising out of or occurring within the scope of such employee's employment or official duties, in accordance with the terms of the policy presently in existence in the County, or the equivalent self insurance coverage up to the maximum limits established by Chapter 466 of Minnesota Statutes.

ARTICLE XVII AMENDMENTS

- 17.1 Amendments may be made to this Agreement at any time by resolution of both the Employer and the Union. However, approval of a two-thirds (2/3) majority of those present at any meeting called by the Union shall be required.

ARTICLE XVIII CLOTHING ALLOWANCE

- 18.1 The employer will provide three shirts and one pullover as needed for each Juvenile Services Center shift staff working in the secured facility.

ARTICLE XIX WAGE RATES

- 19.1 Effective January 1, 2018, full-time and non-limited part-time employees shall be compensated according to Appendix A, attached hereto.
- 19.2 Effective January 1, 2019, full-time and non-limited part-time employees shall be compensated according to Appendix B, attached hereto.
- 19.3 Effective January 1, 2020, full-time and non-limited part-time employees shall be compensated according to Appendix C, attached hereto.
- 19.4 Hourly rates shall be computed by multiplying the monthly rate by twelve (12) and dividing by two thousand eighty eight (2088) hours.
- 19.5 Non-limited part-time employees shall be paid according to a prorated basis according to the number of hours worked per month. If a non-limited part-time employee becomes full-time, said employee shall be credited with prior service for range placement.
- 19.6 Probationary Period. Subject to County Employee Relations Policy, full-time employees and non-limited part-time employees shall, upon satisfactory performance, be eligible for one-half of the eligible merit increase upon the completion of the initial probationary period, one-half of the eligible merit increase on the anniversary date in class and a full increase annually thereafter, subject to the performance standards set forth in Appendixes A, B and C.
- 19.7 Merit increases shall be effective the first day of the pay period in which the review date falls. All employees in the bargaining unit shall have a salary review date of March 1.
- 19.8 Juvenile Services Center employees temporarily working in a higher classification as a Shift leader for at least one full shift will be paid at the out of class rate according to County policy.

- 19.9 Employee training requests will be incorporated into the work of the Career Development Committee for consideration.
- 19.10 Use of Volunteers. No employee's regular hours or duties will be reduced as a result of utilizing volunteers, interns, or other unpaid temporary workers.

ARTICLE XX LIMITED APPOINTMENT

- 20.1 For the purpose of this Agreement, employees hired on a limited appointment shall be excluded from coverage of the benefit provisions of this Agreement. In the event a limited appointment employee is subsequently hired for a permanent position, during the term of their limited appointment employment, such employee shall be granted seniority and tenure (Flex Leave accrual) date from most recent date of hire.

ARTICLE XXI DURATION

- 21.1 Term and Reopening Negotiations. This Agreement shall remain in full force and effect for a period commencing January 1, 2018 through December 31, 2020, and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act. If either party desires to modify or amend the Agreement commencing January 1, 2021, written notice of such intent shall be given on or before September 1, 2020.
- 21.2 Effect. This Agreement constitutes the full and complete agreement between the Employer and the Union representing the employees in the appropriate unit of this Agreement. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, Employer policies, rules and regulations concerning terms and conditions of employment inconsistent with these provisions.
- 21.3 Savings Clause. This Agreement is subject to the laws of the United States, the State of Minnesota and Dakota County. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 8th day of March, 2018.

FOR THE UNION

John Kunkel 3/18/18
[Signature] 3-18-18

APPROVED AS TO FORM:

/s/Margaret M. Horsch #KS-18-9-2
ASSISTANT COUNTY ATTORNEY

2/12/18
DATE

FOR DAKOTA COUNTY

BY [Signature]
CHAIR OF COUNTY BOARD

ATTEST:

Jeni Reynolds
CLERK TO THE COUNTY BOARD

APPROVED:

[Signature]
DIVISION DIRECTOR

[Signature]
DEPARTMENT HEAD

[Signature]
EMPLOYEE RELATIONS DIRECTOR

[Signature]
COUNTY MANAGER

APPROVED BY DAKOTA COUNTY
BOARD RESOLUTION NO. 17-645

DATED December 12, 2017

**APPENDIX A
2018 SALARY RANGES**

	Minimum	Q1	Q2	Q3	Maximum
Grade 103 Sr. Office Assistant	33,505	37,693	41,882	47,117	52,352
Grade 104 Program Associate	37,526	42,217	46,907	52,771	58,634
Grade 105 Work Crew Supervisor Sr. Program Associate	42,029	47,283	52,536	59,103	65,670
Grade 106 Asst. Probation Officer Asst. Probation Officer-JSC Program Analyst I Sr. Info. Systems Specialist Administrative Specialist On-call JSC Relief	47,073	52,957	58,841	66,196	73,551
Grade 107 Sr. Program Analyst	52,721	59,311	65,902	74,139	82,377
Grade 108 Probation Officer Probation Officer JSC	59,048	66,429	73,810	83,036	92,262
Grade 109 Program Coordinator	66,134	74,400	82,667	93,000	103,334

Effective January 1, 2018, current employees employed as of January 1, 2018, whose salaries are within the salary range shall receive a 2.5% general increase or increase to the range minimum, whichever is greater. The general increase is effective the first day of the payroll period in which January 1 falls. In no event shall an employee's salary be increased above the salary range maximum.

If the general adjustment noted above results in an increase above the salary range maximum, the employee's salary will be adjusted to the range maximum.

The Employer shall, annually on the employee's salary review date, complete a formal performance review of each employee to determine whether the employee shall receive a merit increase. At least once during the review period, the supervisor shall conduct an informal performance review to inform the employee of the interim performance status.

Employees below the maximum of the salary schedule shall be eligible for a merit increase on the employee's anniversary date in class subject to the following. In no event shall an employee's base salary be increased above the salary range maximum.

2018 Merit Matrix

Salary Range	Exceptional Performance	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	Greatly Exceeds + 1% lump sum	1% base + 3% lump sum	1% base + 2% lump sum	1% base + 1% lump sum	0%
Q3	Greatly Exceeds + 1% lump sum	2% base + 2% lump sum	2% base + 1% lump sum	1% base + 1% lump sum	0%
Q2	Greatly Exceeds + 1% lump sum	4% base	3% base	2% base	0%
Q1	Greatly Exceeds + 1% lump sum	4% base	3% base	2% base	0%

The merit increase shall be calculated on the Q2 rate of the applicable salary range for employees whose salaries fall below the Q2 rate. The merit increase shall be calculated on the employee's base salary for employees whose salaries fall above the Q2 rate. There shall be no base or lump sum salary adjustments above the salary range maximum. Merit increases shall be effective the first day of the pay period in which the review date falls.

**APPENDIX B
2019 Salary Ranges**

	Minimum	Q1	Q2	Q3	Maximum
Grade 103 Sr. Office Assistant	34,176	38,448	42,720	48,060	53,400
Grade 104 Program Associate	38,277	43,062	47,846	53,827	59,808
Grade 105 Sr. Program Associate Work Crew Supervisor	42,870	48,229	53,588	60,286	66,985
Grade 106 Asst. Probation Officer Asst. Probation Officer-JSC Program Analyst Sr. Info. Systems Specialist On-call APO – JSC	48,015	54,017	60,018	67,521	75,023
Grade 107 Sr. Program Analyst	53,777	60,499	67,221	75,623	84,026
Grade 108 Probation Officer Probation Officer JSC	60,230	67,758	75,287	84,698	94,109
Grade 109 Program Coordinator	67,457	75,889	84,322	94,862	105,402

Effective January 1, 2019, current employees employed as of January 1, 2019, whose salaries are within the salary range shall receive a 2.5% general increase or increase to the range minimum, whichever is greater. The general increase is effective the first day of the payroll period in which January 1 falls. In no event shall an employee's salary be increased above the salary range maximum.

If the general adjustment noted above results in an increase above the salary range maximum, the employee's salary will be adjusted to the range maximum.

The Employer shall, annually on the employee's salary review date, complete a formal performance review of each employee to determine whether the employee shall receive a merit increase. At least once during the review period, the supervisor shall conduct an informal performance review to inform the employee of the interim performance status.

Employees below the maximum of the salary schedule shall be eligible for a merit increase on the employee's anniversary date in class subject to the following. In no event shall an employee's base salary be increased above the salary range maximum.

2019 Merit Matrix

Salary Range	Exceptional Performance	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	Greatly Exceeds + 1% lump sum	1% base + 3% lump sum	1% base + 2% lump sum	1% base + 1% lump sum	0%
Q3	Greatly Exceeds + 1% lump sum	2% base + 2% lump sum	2% base + 1% lump sum	1% base + 1% lump sum	0%
Q2	Greatly Exceeds + 1% lump sum	4% base	3% base	2% base	0%
Q1	Greatly Exceeds + 1% lump sum	4% base	3% base	2% base	0%

The merit increase shall be calculated on the Q2 rate of the applicable salary range for employees whose salaries fall below the Q2 rate. The merit increase shall be calculated on the employee's base salary for employees whose salaries fall above the Q2 rate. There shall be no base or lump sum salary adjustments above the salary range maximum. Merit increases shall be effective the first day of the pay period in which the review date falls.

**APPENDIX C
2020 Salary Ranges**

	Minimum	Q1	Q2	Q3	Maximum
Grade 103 Sr. Office Assistant	34,859	39,216	43,574	49,021	54,467
Grade 104 Program Associate	39,042	43,803	48,803	54,903	61,003
Grade 105 Sr. Program Associate Work Crew Supervisor	43,727	49,193	54,659	61,491	68,324
Grade 106 Asst. Probation Officer Asst. Probation Officer-JSC Program Analyst I Sr. Info. Systems Specialist On-call JSC Relief	48,974	55,096	61,218	68,870	76,523
Grade 107 Sr. Program Analyst	54,851	61,708	68,564	77,135	85,705
Grade 108 Probation Officer Probation Officer JSC	61,434	69,113	76,792	86,391	95,990
Grade 109 Program Coordinator	68,806	77,406	86,007	96,758	107,509

Effective January 1, 2020, current employees employed as of January 1, 2020, whose salaries are within the salary range shall receive a 2.5% general increase or increase to the range minimum, whichever is greater. The general increase is effective the first day of the payroll period in which January 1 falls. In no event shall an employee's salary be increased above the salary range maximum.

If the general adjustment noted above results in an increase above the salary range maximum, the employee's salary will be adjusted to the range maximum.

The Employer shall, annually on the employee's salary review date, complete a formal performance review of each employee to determine whether the employee shall receive a merit increase. At least once during the review period, the supervisor shall conduct an informal performance review to inform the employee of the interim performance status.

Employees below the maximum of the salary schedule shall be eligible for a merit increase on the employee's anniversary date in class subject to the following. In no event shall an employee's base salary be increased above the salary range maximum.

2020 Merit Matrix

Salary Range	Exceptional Performance	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	Greatly Exceeds + 1% lump sum	1% base + 3% lump sum	1% base + 2% lump sum	1% base + 1% lump sum	0%
Q3	Greatly Exceeds + 1% lump sum	2% base + 2% lump sum	2% base + 1% lump sum	1% base + 1% lump sum	0%
Q2	Greatly Exceeds + 1% lump sum	4% base	3% base	2% base	0%
Q1	Greatly Exceeds + 1% lump sum	4% base	3% base	2% base	0%

The merit increase shall be calculated on the Q2 rate of the applicable salary range for employees whose salaries fall below the Q2 rate. The merit increase shall be calculated on the employee's base salary for employees whose salaries fall above the Q2 rate. There shall be no base or lump sum salary adjustments above the salary range maximum. Merit increases shall be effective the first day of the pay period in which the review date falls.

APPENDIX D

Benefits if Bargaining Unit Chooses Not to Participate in the Flex Leave Plan

Sick Leave Each full-time employee of Dakota County shall be entitled to accumulate sick leave at the same accumulation rate as vacation is accumulated in Article XIII, Section 13.1. Sick leave will be granted for actual sickness, temporary disability and quarantine of the County employee. The Department Head may require a doctor's certificate on sick leave claims for three (3) consecutive workdays or more or when the Employer has reason to believe that an employee has engaged in sick leave abuse. Non-limited part-time employees will be eligible for prorated sick leave in accordance with County Board policy. All use of sick leave must be approved by the employee's Department Head.

Vacation Each non-limited full-time employee covered by this Agreement shall accrue paid vacation according to the following schedule:

Less than 5 years of service 12 working days per year	.045977 hours per hour
6 years through 10 years 15 working days per year	.0574712 hours per hour
11 years through 15 years 18 working days per year	.0689655 hours per hour
16 years of service and after 20 working days per year	.0766283 hours per hour

No vacation shall be credited to an employee's account until after six (6) months of continuous full-time employment. The Department shall designate the number of employees that may be on vacation at the same time.

Limited Carryover of Accrued Vacation: Since vacations provide a necessary period of rest, relaxation and refreshment, all employees are expected to take their accumulated vacation within the year following accrual. Unused vacation leave may be accumulated to a maximum of twenty-four (24) days for employees with five (5) years or less service; to a maximum of thirty (30) days for employees with more than five (5) years of service. Every effort should be made by Department Heads to encourage the employee to take the vacation earned during the year in which it was earned. Every effort should be made by Department Heads to schedule the work load so that vacation is possible for every eligible employee. Employees may not accrue vacation beyond the maximum as set forth above.

Vacation preferences which have been communicated in writing to the Department Head by February 1 of each year shall be granted on the basis of seniority. Vacation requests for five (5) days or more submitted in writing thereafter shall be granted on the basis of first come, first served.

Non-limited part-time employees shall be entitled to prorated vacation in accordance with County Board policy.

Funeral Leave (Paid) An employee may be granted leave with pay when a death occurs in the employee's immediate family. Immediate family shall mean children, siblings, spouse, siblings of spouse, parents, parents of spouse, grandparents or grandparents of spouse. Ordinarily the maximum amount of funeral leave will be three (3) consecutive days. However, where circumstances warrant, the Department Head may authorize a longer period of leave with pay, not to exceed five (5) working days. If any employee takes time off for the funeral of any person other than members of the employee's immediate family as defined above, such time off shall be a leave of absence, without pay, unless the employee elects to take vacation time. If the bargaining unit participates in the non-union Flex Leave Plan, provisions of this Article are superseded by the Flex Leave Plan.

Severance Unused sick leave pay benefits shall be available for any employee who has completed the initial probationary period and who leaves employment of the County in good standing. In the event of the death of an employee, the applicable unused sick leave pay benefits shall be paid to the estate of the employee. The benefit available, under this Article, shall be based on compensation at the normal rate of pay for the employee, computed against one-half (1/2) of the accumulated sick leave not to exceed fifty (50) days. Employees enrolled in Flex Leave shall be eligible for severance benefits according to the Flex Leave Plan.

In those cases in which an employee terminated employment and fails to give the required ten (10) workday notice of resignation, or if the employee is terminated for cause as a result of a finding, based on charges pursuant to the disciplinary provision of this contract, the right to unused sick leave pay shall be forfeited.

**Dakota County
and
AFSCME Minnesota Council 5, Local 450**

POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into between Dakota County (hereafter "County") and AFSCME Council 5, Local 450.

WHEREAS, the County and the Association are parties to a 2018 – 2020 collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, the County has established a Post Employment Health Care Saving Plan (PEHCSP) administered by the Minnesota State Retirement System in which bargaining units may participate.

NOW, THEREFORE, the parties hereto have agreed as follows for employees covered by the Community Corrections Unit contract:

Contributions During Employment

1. At the end of each payroll year the sum of an employee's Flex Leave and Extended Sick Leave hours (if applicable) are calculated and the cash equivalency of hours over 1,000 are deposited in the MN State Health Care Savings Plan (HCSP). Extended sick leave hours are used first and then Flex Leave hours. The number of Flex Leave hours deposited is limited to 100 hours.
2. Employees who have not used a minimum of 60 Flex Leave hours during the first three quarters of the current payroll year are not eligible to contribute excess hours to the Post Employment Health Care Savings Plan. In this case current Flex Leave Plan provisions will apply
3. Employees will contribute 1% of salary to the Plan each pay period.

Contributions when employee separates from County employment

1. Upon termination of employment, 100% of the cash value of unused Extended Sick Leave will be deposited into the PEHCSP for all bargaining unit employees.
2. Upon termination of employment, the cash value of 100% of unused Flex Leave will be paid to the employee.

3. If a separating employee meets the criteria to be considered a Dakota County retiree:

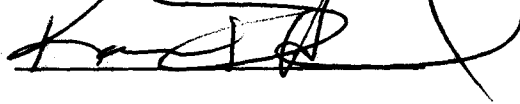
- a. The cash equivalency of 100% of the employee's Extended Sick Leave hours will be deposited into the PEHCSP.
- b. The cash equivalency of 100% of the employee's Flex Leave hours will be deposited into the PEHCSP.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed on the dates indicated by their respective signatures.

COUNTY OF DAKOTA



AFSCME COUNCIL 5/LOCAL 450



Dated: 3/8/2018

Dated: 3-15-18