

Labor Agreement

Between

**Dakota County Board of Commissioners
and
AFSCME, Council No. 5, Local No. 693 Representing
The Employees of the Dakota County Library System**

January 1, 2018- December 31, 2020

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ARTICLE I PREAMBLE AND STATEMENT OF PURPOSE

- 1.1 Parties. This Agreement, made and entered into this first day of January 2018, by and between the County of Dakota (hereinafter referred to as the Employer) and AFSCME, Council No. 5, Local No. 693 (hereinafter referred to as the Union) as exclusive bargaining agent for the employees in the bargaining unit as set forth in Article II, Section I.
- 1.2 Purposes. The objectives and purposes of this Agreement are to promote harmonious relations between the parties and to express a mutual accord on the following subjects:
- a. To maintain and increase individual productivity and quality of services.
 - b. To provide an orderly procedure for the resolution of grievances.
 - c. To prevent any interruptions of work or interference with the efficient operation of the Library System.
 - d. To 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 Exclusive Representative. The Employer recognizes the Union as the exclusive representative under the Public Employment Labor Relations Act of 1971, as amended, for all employees of Dakota County Library whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal workweek and more than sixty-seven (67) workdays per year, excluding supervisory, confidential employees, and shelving assistants.
- 2.2 New Positions. The Employer agrees that within ten (10) working days following 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. If no agreement can be reached, the issue shall be submitted to the Bureau of Mediation Services for determination. If new classifications are created during the life of this Agreement the Union shall be advised in advance of the final establishment of the classification.

ARTICLE III DEFINITIONS

- 3.1 **UNION:** American Federation of State, County and Municipal Employees, Council 5, Local No. 693.
- 3.2 **UNION MEMBER:** A member of the American Federation of State, County and Municipal Employees, Council 5, Local No. 693.
- 3.3 **EMPLOYEE:** A member of the appropriate bargaining unit.
- 3.4 **EMPLOYER:** The County of Dakota.
- 3.5 **DEPARTMENT:** The Dakota County Library System.

- 3.6 **UNION OFFICER:** Officer elected or appointed by the American Federation of State, County and Municipal Employees, Council 5, Local No. 693.
- 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 **PROFESSIONAL:** Means Librarian in Dakota County Library System and any higher classification.
- 3.10 **IMMEDIATE FAMILY:** Means children, sibling, spouse of sibling, spouse, siblings of spouse, parents, parents of spouse, grandparents, grandparents of spouse or grandchildren.
- 3.11 **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.
- 3.12 **BULLETIN BOARD:** A bulletin board shall be made available to the Union for the purpose of posting Union business notices only.
- 3.13 **TEMPORARY EMPLOYEE:** Means an employee who is appointed with a definite ending date. A temporary employee's term of employment may not exceed a total of twelve (12) months in any twenty-four (24) month period in any one library.

ARTICLE IV MANagements RIGHTS

- 4.1 **Management Rights.** It is recognized that, except as expressly stated herein, the Employer 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.
- 4.2 **Management's Responsibilities.** The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority, which the Employer has not abridged, delegated or modified by this Agreement, are retained by the Employer.
- 4.3 **Effect of Laws, Rules and Regulations.** The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, regulations, directives and orders, issued by the Employer, providing that such rules, regulations, directives and orders are not inconsistent with the provisions of this Agreement.

ARTICLE V UNION SECURITY

- 5.1 In recognition of the Union as the exclusive representative, the Employer shall:
- a. Deduct once a month an amount sufficient to provide payment of dues (or a "fair share" deduction if the employee elected not to become a Union member) established by the Union from the wages of all employees authorizing, in writing, such deduction; and
 - b. Remit such deduction to the appropriate designated representatives of the Union.
- 5.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer, under the provisions of this Article.
- 5.3 Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full performance of the duties of employment or circumvent the rights of the exclusive representative.
- 5.4 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

ARTICLE VI GRIEVANCE PROCEDURE

- 6.1 Definition of a Grievance. For the purpose of this Agreement, a grievance is defined as a specific dispute or disagreement as to the interpretation or application of the express provisions of this Agreement.
- 6.2 Grievance Representatives. The Union will designate a steward from each building and shall notify the Employer in writing of the names of the stewards and of their successors when so designated.
- No more than one steward shall process any one grievance.
- 6.3 Grievance Procedure
- Informal Step. Any employee who believes the provisions of the Agreement have been violated may discuss the matter with his/her immediate supervisor, as designated by the Employer, in an effort to avoid a grievance and/or resolve any dispute. While employees are encouraged to utilize the provisions of this subdivision, nothing herein shall be construed as a limitation upon the employee's Union representative filing a grievance at Step 1 (Formal) of the grievance procedure. Should the informal process not be concluded within the Step 1 timeframe, the timeframe may be extended by mutual written agreement of the Union representative and the Employer.

Step 1. The Union steward, with or without the employee, shall present the written grievance on the AFSCME official grievance form to the employee's supervisor as designated by the Employer within ten (10) calendar days of the event giving rise to the grievance. The written grievance form shall be fully completed and set forth the nature of the grievance, the facts upon which it is based, the alleged provision violated, and the relief requested. A grievance meeting shall be conducted at a time mutually acceptable to the employee's supervisor as designated by the Employer and the Union representative. The employee's supervisor as designated by the Employer shall respond in writing to the Union steward within ten (10) calendar days.

Step 2. If the grievance is unresolved at Step 1 and the Union wishes to appeal the grievance, the Union may within ten (10) calendar days from receipt of the Employer's Step 1 response, appeal the grievance to the Employer's designated Step 2 representative. A grievance meeting shall be conducted at a time mutually acceptable to the Employer's designated Step 2 representative and the Union representative. The Employer shall respond to the Union representative within ten (10) calendar days following the meeting.

Step 3. If a grievance is not resolved in Step 2 and the Union wishes to appeal the grievance, the Union may, within ten (10) calendar days after receipt of the Employer's answer appeal the written grievance to the Employer designated Step 3 representative. A third step grievance meeting shall be conducted at a time mutually acceptable to the Employer representative and the Union representative. The Employer shall respond to the Union representative within ten (10) calendar days following the meeting.

Step 4. If a grievance is not resolved in Step 3 and the Union wishes to appeal the grievance, the Union may, within ten (10) calendar days after receipt of the Employer's answer, appeal the written grievance to arbitration on the basis of a random drawing by the parties from a list of seven permanent arbitrators mutually agreed upon by the Employer and the Union. Either the Employer or the Union may request mediation utilizing the State Bureau of Mediation Services after request for arbitration has been submitted.

6.4 Arbitrator Authority. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions 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(s) not so submitted. The arbitrator's decision shall be submitted to the Employer and the Union within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to any extension thereof. 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 decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The parties may, by mutual written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union provided if a grievance is clearly decided in favor of the Union or the Employer, then the losing party shall be responsible for all the arbitrator's fees and expenses. 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 desire a verbatim record of the proceedings the cost shall be shared equally.

- 6.5 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 hear nor answer a grievance or an appeal thereof, within the specified time limits, the employee and the Union may elect to 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 representatives involved in each step. The term "workdays" as used in this Article shall mean the days Monday through Friday inclusive (exclusive of holidays).
- 6.6 The Employer agrees to allow designated stewards pursuant to this Article a reasonable amount of time without loss of pay during administrative hours for the limited purpose of investigation and presentation of grievances up to arbitration. Such time off shall not unduly interfere with the library operation or the employees' work assignments and shall require prior approval of their designated supervisor(s). Stewards shall notify their designated supervisors upon resumption of their work.
- 6.7 Election of Remedies. If, as a result of the written Employer response in Section 6.3, Step 3, the grievance remains unresolved, and if the grievance involves the suspension, or discharge of an employee who has successfully completed the required probationary period, the grievance may be appealed either to Step 4 or to a procedure such as Civil Service, Veterans Preference or Fair Employment. If appealed to any procedure other than Section 6.3, Step 4, the grievance is not subject to the arbitration procedure as provided in Section 6.3, Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized - Article VI, Section 6.3, Step 4, or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Article VI, Section 6.3, Step 4.

ARTICLE VII HOLIDAYS

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

| <u>HOLIDAYS CELEBRATED</u> | <u>DATE</u> |
|-----------------------------|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr. Day | Third Monday in January |
| Presidents' Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veterans Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Eve Day | December 24th |
| Christmas Day | December 25th |

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.

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Employees scheduled to work on a listed holiday shall be paid for all hours worked at one and one-half (1-1/2) times the employee's straight time rate of pay in addition to the holiday pay.

The Library shall close on the above days. In addition, all facilities will close at 4:30 P.M. on December 31 with all scheduled employees working their scheduled number of hours. If an employee's full-time schedule is such that he is not scheduled on a holiday, a compensatory holiday shall be designated by the Employer. If a holiday falls on a Sunday the following Monday will be observed and the Library will be closed. If a holiday falls on a Saturday, the Library will be closed.

Two and one-half (2.5) hours of compensatory time shall be granted to non-limited full-time employees when December 24 falls on Monday through Thursday. Non-limited part-time employees shall receive prorated compensatory time according to their budgeted FTE.

- 7.2 Except while on Union leave, in order to be eligible for holiday pay an employee must be on pay status the full scheduled shift both the day before and the day after the designated holiday if scheduled to work both days.
- 7.3 Non-limited part-time employees shall be entitled to prorated holiday pay based upon the actual hours worked in the previous payroll quarter.

ARTICLE VIII FLEX LEAVE

- 8.1 Employees shall be eligible to participate in the Flex Leave Plan. If the bargaining unit participates in Flex Leave, all provisions of this Agreement relating to vacation, sick leave, funeral leave, and severance benefits are superseded by the provisions of the 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 Flex Leave Plan and revert to the official leave related Articles (vacation, sick leave, funeral leave, severance) previously included in this collective bargaining agreement.

Requests for planned use of Flex Leave must be submitted to the employee's designated supervisor at least as far in advance as the amount of requested time off. All requests for planned use of Flex Leave are subject to the supervisor's approval. The employee is to be advised in writing by their immediate supervisor of approval or denial of planned Flex Leave requests within three workdays of receipt by the supervisor for requests of less than five days and within five workdays for requests of five days or more.

If the nature of the work makes it necessary to limit the number of employees on planned Flex Leave at the same time, or in the event a conflict arises over planned Flex Leave periods and the requests have been received at the same

time, the employee with the greater classification seniority within the Branch shall be given the choice of Flex Leave period.

Once planned Flex Leave has been granted, it shall not be rescinded except in unusual circumstances or during the last two weeks of County employment. The Employer may grant Flex Leave time with less than the required notice in special circumstances. The approval of Flex Leave will not be based on the employee's ability to find a substitute.

When Flex Leave is requested outside of the four (4) month accepted date range that cannot yet be approved by the supervisor, the employee's name and request will be entered in an electronic database to create a queue noting in order the original date and time of the electronic request. Previously requested dates can be viewed by staff, but only the appropriate manager(s) can edit. The employee with the earliest submission date and time will be given first priority for approval. The requesting employee may have their name removed from the queue by notifying the immediate supervisor in writing. All approved Flex Leave requests will be posted on the official employee bulletin board and/ or the Intranet.

ARTICLE IX HEALTH AND WELFARE

9.1 Insurance Benefits. Insurance benefits shall be provided for in accordance with the County's FlexComp benefits package which includes life insurance, major medical insurance, dental insurance and other benefits provided in the FlexComp Program.

- 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% toward the single monthly premium of the Basic Plan. In 2018 – 2020 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. Part-time non-limited employees who are eligible to participate as defined by County Policy shall have their contributions pro-rated based on their FTE.

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 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.

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. For employees in an FTE of less than 1.0, the prorated amount of Employer contribution toward medical and dental premiums is determined by the total

hours worked from the first November payroll period through the last October payroll period (12 months) beginning in January for the following calendar year.

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.

9.2 Workers' Compensation. An employee's receipt of compensation under Workers' Compensation will be processed in the following manner, which applies only so long as the employee has accumulated unused Flex Leave.

- a. The employee will keep the Workers' Compensation check and provide the payroll department with a copy of the check.
- b. The Employer will pay the employee the difference between the Workers' Compensation check and full salary.
- c. The employee's Flex Leave will be reduced by the amount of pay in "b" translated into hours and days.

If an employee does not wish to have accumulated Flex Leave reduced through the process described above, such employee may choose the option of declining compensation by the Employer and retention of the Workers' Compensation checks. A doctor's certificate shall be required to show the ability to work at the former job classification before return to work. The employee is obligated to inform the payroll officer of the amount of the Workers' Compensation payment immediately upon receipt of such payment.

ARTICLE X NON-DISCRIMINATION

10.1 Purpose. In accordance with applicable law, the Employer and the Union agree not to discriminate against any employee on the basis of race, creed, color, religion, national origin, sex, marital status, disability, or age, or any other statutorily protected class.

10.2 Non-member Employees. Members of the Union shall not coerce, discriminate against or interfere with non-member employees.

ARTICLE XI LEAVES OF ABSENCE

11.1 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 and sick leave when appropriate, which would result in a combination of both paid and unpaid leave. If an employee chooses to use accrued Flex Leave, it shall be used prior to the commencement of the relevant unpaid leave. The salary review date will be adjusted for unpaid leaves of absence exceeding ninety (90) consecutive calendar days.

- a. 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.
- b. 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.
- c. Benefit Accrual While on Unpaid Leave. Flex Leave and seniority shall not accumulate during any unpaid leave of absence, but accrued amounts 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 IX shall terminate at the end of the month during which any unpaid leave of absence commences unless the employee requests in writing to the Dakota County 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 is not the first workday of the month, the Employer contribution shall be prorated.

11.2 Types of Leave.

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 FMLA. The terms regarding such leave shall be governed by the provisions of the County's FMLA Plan adopted by the County Board.

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.

- a. Military Leave Paid as required by Statute. 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) days 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 the Employer 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.

- b. Court Duty Leave (Paid). Any employee holding a position within the bargaining unit shall be granted a leave of absence with pay for service on a jury or when subpoenaed as a witness in court. Such pay shall be the difference between any jury service compensation, excluding expense reimbursement, and the employee's regular wages for each day of jury service. The combination of jury duty hours and hours worked shall not exceed the employee's regularly scheduled work hours. There shall be no split shifts. Employees shall not be scheduled for Saturday hours to make up for weekday absences due to serving jury duty.
- c. 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 the expense of the Employer.

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 the expense of the Employer.

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.

- d. 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 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 XII. 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.

- e. Union Leave. Members of the Union selected by the Union to participate in any Union activity may be granted a leave of absence without pay at the request of the Union. All benefits and seniority shall continue to accrue while an employee is on Union leave without pay. No more than two members at one time, except in the case of negotiations and mediation, shall be allowed a leave for Union activity. If possible, the written request of the Union shall be submitted at least fourteen (14) days in advance and shall state the length of the leave. Such leave shall consist of the following:

AFSCME and International Convention (5 days)
Minnesota State Federation Convention (4 days)
Council 5 Convention and meetings (2 days)
Steward training seminars (5 days)
AFSCME or AFL-CIO Educational and Leadership
Training Program (usually up to 5 days)

- f. School Conference and Activities Leave. An employee may be granted up to a total of sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's dependent(s), provided the conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide at least three (3) days written notice of the leave and must make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the Employer. All benefits and seniority shall continue to accrue while an employee is on School Conference and Activities leave. Employee may choose to use accrued Flex Leave and/or compensatory time rather than leave without pay.

- g. Education Leave. Upon approval of the Employer, leaves of absence may be granted for part-time formal classroom course work related to work of the current classification.

11.3 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; however, leaves may be extended to a maximum of 24 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.

11.4 **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 XII SENIORITY AND LAYOFF

- 12.1 **Definitions.** For purposes of this Agreement seniority may be defined as either agency seniority or classification seniority.
- a. **Agency seniority.** "Agency seniority" is defined as the length of continuous service within the agency since the employee's last date of hire.
 - b. **Classification seniority.** "Classification seniority" is defined as the length of continuous service in a specific job classification within the agency.
- 12.2 **Seniority Lists.** In January and July of each year a seniority list shall be posted by the Employer and a copy shall be forwarded to the Union. The seniority list will show each employee in the order of classification seniority and reflect each employee's anniversary date, anniversary date in agency and the class title for all classes in which the employee previously achieved permanent status. When two or more employees have the same classification seniority date, seniority shall be determined by total agency seniority. Should the ties in seniority remain, the employee whose last four digits of their social security number is higher shall be said to have the greater seniority. The Employer will perform a quarterly dues audit based upon part-time employees' hours worked to identify which employees are eligible to be included in the bargaining unit.
- 12.3 **Challenge of Seniority.** An employee whose name appears on the seniority list as set forth in Section 12.2 and who disagrees with the findings of the Employer and the order of seniority on said list shall have fifteen (15) workdays from the date of posting to supply written documentation and a written request for a seniority change to the Employer. Within fifteen (15) workdays thereafter, the Employer shall evaluate any and all such written requests regarding the order of seniority contained in said list. The final seniority list dispute regarding the final seniority list may be grieved within the time limitations as set forth in Article VI, Grievance Procedure. Each year thereafter, Employer shall update the seniority list two times per year. The revised list when verified through the above procedure shall govern application of the layoff provision of this Article.
- 12.4 **Probationary Period.** A six (6) month probationary period shall be required for all new employees filling non-limited full-time or non-limited part-time positions within the bargaining unit. The probationary period shall commence on the effective date of employment and after six continuous months of satisfactory employment as indicated by the Employer's evaluation, an employee will then

be considered for formal classification to be a non-limited full-time or a non-limited part-time position. An employee may be dismissed at any time during the probationary period for any reason. Seniority will not apply until the successful completion of the probationary period, at which time seniority will be retroactive to the employee's starting date. Any non-limited part-time employee who has satisfactorily completed the probationary period and is thereafter promoted to full-time status within the same classification or position shall be considered to have fulfilled the probationary requirements. Any non-limited full-time employee or non-limited part-time employee who is promoted or transferred to another classification shall be considered to have fulfilled the probationary requirements for purposes of accruing and using Flex Leave and sick leave and may continue to accrue and use Flex Leave and sick leave during the new probationary period.

- 12.5 **Layoff.** Layoff shall mean a reduction of the work force. The Employer will give a written notice of the layoff at least fifteen (15) calendar days prior to the effective date of the layoff to all affected employee(s) and the Union. The written notification will include the effective dates of layoff. In the event of layoff the following procedure shall apply. Within the classification determined to be reduced in force, temporary employees shall be selected for layoff first, followed by probationary employees. Next, full-time or part-time employees with non-limited status shall be selected for layoff with employees having the least classification seniority to be selected first for layoff. An employee being laid off may bump the least senior employee in the next lowest classification in the bargaining unit in which the employee established permanent status by prior experience. The bumping employee may use agency seniority to bump into the lower classification. Employees outside of the bargaining unit may not bump bargaining unit employees.

For purposes of determining prior classifications, employees who have achieved permanent status in the position of Librarian prior to January 1, 1975, shall be granted permanent status in the next lowest classification to that held as of January 1, 1975. If a senior employee requests to exercise seniority rights over the least senior employee in the same classification or over the least senior employee in a previously held classification, the senior employee, as a condition of the Employer granting such a request, must accept the work schedule (days of week and number of hours per week) and work location of the least senior employee unless otherwise modified by the Employer.

- 12.6 **Recall.** When the work force is again increased, management shall determine the positions which are to be reinstated. Recall shall be conducted according to classification seniority. However, "bumped" employees on payroll status shall have priority over those on layoff for the opportunity to regain former positions. An employee selected for recall will be informed of the former re-employment in the form of written notice. The notice shall be considered received by the employee when mailed by registered mail, return receipt requested, to the last known address of the employee as shown on the Employer's record. It shall be the responsibility of each employee on layoff to keep the Employer advised of a current address. Should such employee not indicate acceptance of recall and return to work within fifteen (15) calendar days of the date the notice was mailed to the employee, the employee will be considered to have resigned their employment status and the position shall be offered to the next person on the layoff list for this classification. Employees shall retain rights to re-employment after layoff for a period of three (3) years commencing with the effective date of the layoff.

- 12.7 **Part-time Employees.** Part-time employees shall accumulate seniority based on the total length of service (non-limited and limited) in a class since the most recent date of hire, excluding unpaid leaves of absence in excess of three (3) months.
- 12.8 **Benefit Accrual.** Employees shall be granted credit for benefit accrual based on the total length of continuous employment, including approved leaves of absence and aggregate time served in limited positions, since the most recent date of hire.
- 12.9 **Limited Interruption of Employment.** In the event of a decline in funding it may be necessary to initiate temporary interruptions of employment which shall not be considered a layoff pursuant to Section 12.5. Such temporary interruptions of employment shall not exceed twenty (20) workdays per calendar year and three (3) days per pay period. Before initiating a temporary interruption in employment, the Employer shall provide employees an opportunity to voluntarily request leaves of absence without pay pursuant to Section 11.2d. If additional reductions are necessary the Employer shall on the basis of seniority contact an employee and direct that the employee not to report to work for the period of the limited interruption of employment. Such limited interruptions in employment shall be without pay but employees shall be credited with not less than the normal hours that employees were originally scheduled to work for the purpose of seniority, benefit accrual, and benefit contributions only.
- 12.10 **Limited Appointment.** For the purpose of this Agreement, employees hired on a limited appointment of less than one thousand forty-four (1,044) hours shall be excluded from coverage under the benefit provisions of this Agreement except for recognized holidays that occur during the period of such employment. In the event a limited appointment employee is subsequently hired for a non-limited position, during the term of their limited appointment employment, such employee shall be granted seniority and tenure (Flex Leave) from most recent date of hire. For the purpose of this Section, one thousand forty-four (1,044) hours shall begin with all hours worked on or after January 1, 1992.

ARTICLE XIII GENERAL PROVISIONS

- 13.1 **Work Hours.** The normal work year is two thousand eighty-eight (2,088) hours to be accounted for by each permanent full-time employee. Nothing contained in this or any other article shall be interpreted to be a guarantee of minimum or maximum of hours the Employer may assign employees.

Break Time. All employees shall receive two (2) fifteen (15) minute rest periods and a thirty (30) minute unpaid lunch break in each eight (8) hour shift in accordance with County policy. Employees scheduled to work more than four (4) hours and less than seven (7) hours shall have the option of taking a thirty (30) minute unpaid meal break. Employees who work an eight (8) hour shift may have the option of combining the two (2) fifteen (15) minute paid breaks and the thirty (30) minute break into a (60) minute break in the middle of the work shift, upon approval of the supervisor when practicable. Employees working four (4) hour shift schedules shall receive one fifteen (15) minute break.

Additional Hours. Twice per year, or upon a change in schedule, Library Management will offer permanent part-time employees the opportunity to sign up to volunteer to work additional shifts by specifying location and times they

are available. If substitutes are not available, shifts will be filled from the volunteer list.

The minimum shift for any substitute employee is three (3) hours. This provision shall not be enforced in the event that the Library building must be closed due to unforeseen events such as severe weather or loss of power, heat or cooling. Voluntary attendance at trainings or meetings, though not covered by this provision, will be paid for the hours worked.

13.2 Overtime. Authorized overtime shall be compensated for at the rate of time and one-half (1-1/2) of the employee's regular rate of pay for those employees who are non-exempt under FLSA.

a. Exempt employees may be paid for overtime work or may receive compensatory time off for overtime worked at the employee's straight time rate (one (1) hour paid for each hour worked). The Director or designee shall determine whether overtime worked by exempt employees will result in payment or compensatory time off.

b. Non-exempt employees may be paid for overtime worked or may receive compensatory time off for overtime worked at time and one-half of the employee's straight time rate (one and one-half (1-1/2) hours for each hour worked). The Director or designee shall determine whether overtime worked by non-exempt employees will result in payment or compensatory time off.

c. In no instance may an employee accumulate more than eighty (80) hours of compensatory time off. Accumulated balances of compensatory time off may be carried forward to the next year or may be paid off on or about the end of the last pay period of each year at the option of the employee.

13.3 Call Back Pay. If a non-exempt employee is called back to work by a supervisor following completion of a normal eight (8) hour shift, that employee shall receive a minimum guarantee of two (2) hours at one and one-half (1-1/2) of the employee's base pay rate. Exempt employees shall receive a minimum guarantee of two (2) hours at the straight time rate.

Computer Operators who are contacted after completing their regular shift by Library Branch managers or designees shall be compensated for telephone consultation time in one-quarter hour increments. Computer Operators are required to notify their supervisor the next work shift following the after hours telephone contact to report the time.

13.4 Non-traditional Work Hours. Employees shall receive an hourly differential of ninety (\$.90) cents for all hours worked after 5:30 p.m.

13.5 Working Out-of-Grade. Whenever an employee is designated by the Director or designee to serve temporarily at a higher salary grade and to perform all of the duties and responsibilities of the higher salary grade for a period of ten (10) consecutive days or more, that employee shall be paid at an amount equal to the minimum of the higher pay range or five (5.0%) percent above the employees' current rate of pay, whichever is greater, retroactively to the first day the employee worked in the higher salary grade.

- 13.6 **New or Vacant Positions.**
- a. Posting to establish eligibility rosters shall be in accordance with the County Policy and Procedures Manual.
 - b. Except in unusual circumstances, all bargaining unit positions shall be posted on-line and in each building where bargaining unit employees work for a period of not less than ten (10) working days. Such notices shall include the job classification, building location, and anticipated workweek. To apply for such lateral transfer, the current bargaining unit members shall notify the Library Director in writing prior to the end of the posting period. Appointment to such position shall not be made during the ten (10) day posted period. Following the appointment to fill the position, notice will be given to the Union of the successful candidate.
 - c. The Employer shall make reasonable effort to interview and consider all employees appearing on a certification list for each open position.
 - d. A change in position requires probationary status only if the employee has not previously held the position.
 - e. **New, Vacant or Reassigned Positions.** When Library Management must transfer positions from one branch or building site to another, volunteers will be sought when practicable. The Employer shall notify the Union fifteen (15) days in advance of the effective date of the employee transfer, when practicable. The Employer notification shall include the classification(s) involved and duration of transfer.
- 13.7 **Medical Examinations.** Medical examinations may be required in accordance with the Personnel Policy and Procedures Manual.
- 13.8 In the event of a natural or man-made emergency, if continued operation would involve a threat to the health or safety of employees or clients and the County Administrator or designee closes a facility or department and employees are told not to report to work or told to leave the premises, and the Employer chooses not to pay for such time off, employees may choose to use compensatory time, vacation or leave without pay or may choose to make up the time within the next two (2) payroll periods with the approval of the supervisor.
- 13.9 Employees shall not be supervised by another employee included in this bargaining unit (supervisor as defined in the Public Employees Labor Relations Act).
- 13.10 **Labor Management Committee.** The Employer and the Union agree to convene a joint Labor Management Committee (LMC). The purpose of the Committee shall be to meet and confer on issues of mutual concern. The Committee shall have no authority to conduct negotiations on terms and conditions of employment, nor is it intended to serve as a substitute for the grievance procedure of Article VI. Committee members shall remain whole while attending LMC meetings. The Committee shall be composed of a mutually agreed upon number of representatives from the Employer and the Union. The Committee shall meet as mutually agreed upon and no less than twice per year. When mutually agreed upon, the Committee will pursue training opportunities and facilitation services from a neutral third party as needed.

- 13.11 Health and Safety Committee. The Union may designate one (1) member as the Union liaison.
- 13.12 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 XIV DISCIPLINARY ACTION

14.1 Procedures:

- a. Just Cause. The Employer will discipline employees who have completed the required probationary period only for just cause. A suspension or discharge of an employee who has completed the required probationary period may be appealed through the grievance procedure as contained in Article VI of this Agreement.

Discipline will be in the form of any of the following:

Oral reprimand;
Written reprimand;
Suspension;
Discharge.

Both the Employer and the Union agree that the above list of types of discipline is not meant to imply a sequence of events.

An employee will not be questioned as part of an investigation that may lead to formal disciplinary action against the employee unless that employee has been given an opportunity to have a Union representative present at such questioning.

An employee may request the presence of a union steward when disciplinary action will be administered.

Written reprimands, suspensions and discharges will be in written form and copies given to the employee and the Union unless the employee requests that the Union not be copied.

If formal discipline is administered, it shall normally not be done in the presence of other employees or the public.

- b. Suspensions and discharges will be in written form.
- c. Written reprimands, to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee.
- d. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer, or a designated representative. If, upon examination of the personnel file, an employee disagrees with any of the information contained therein, the employee may submit a written statement explaining the employee's own version of the information. Such statement shall be maintained as part of the employee's personnel file.
- e. Grievances relating to suspension and discharge under this Article shall be initiated in Step 1 of the grievance procedure under Article VI.

ARTICLE XV CONTRACTING OUT WORK

- 15.1 Nothing in this Agreement shall prohibit nor restrain the right of the Employer to contract out work currently performed by employees covered by this Agreement.
- 15.2 In the event the Employer deems it necessary to subcontract work presently being performed by employees that may result in a displacement of employees, the Union will be notified no less than thirty (30) calendar days in advance. During this thirty (30) day period if the Union so requests in writing, the Employer will meet and confer with the Union pursuant to Minn. Stat. §179A.08 and discuss ways and means of minimizing the impact that the subcontracting may have on the employees.

ARTICLE XVI SAVINGS CLAUSE

- 16.1 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.
- 16.2 Article or Section Replacement. In the event any article or section is held invalid, the parties affected shall, upon written notice by either the Employer or the Union, enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement thereof.

ARTICLE XVII AMENDMENTS

- 17.1 Procedures. Amendments may be made to this Agreement at any time by resolution of the Union with the approval of the Employer or by resolution of the Employer with the approval of the Union. All amendments must be in contract form and signed by both parties.

ARTICLE XVIII NO STRIKES

- 18.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act. In the event of a violation of this Article, the Employer will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to his full duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act.

ARTICLE XIX WAGES

19.1 The Employer shall annually evaluate each employee to determine whether a merit increase shall be granted.

Employees shall be eligible for a merit increase on the employee's salary review date subject to the following. In no event shall an employee's base salary be increased on the salary range above the salary range maximum. There shall be no lump sum adjustments above the salary range maximum. See Section 19.5

At least once during the review period the supervisor shall conduct an informal performance review to inform the employee of the interim performance status.

2018 – 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.

If the merit increase exceeds the salary range maximum, the base increase is limited to the salary range maximum.

The above-noted merit increase shall be granted upon review and determination by the employee's immediate supervisor and concurrence of the Director that the employee's performance meets the above standards on the evaluation form and upon approval by the Employer. Lump sum merit actions are paid out at the anniversary date. Because the lump sum merit action is for work performed during the previous year, merit lump sum actions are not repaid should the employee terminate during the calendar year subsequent to receiving the lump sum.

An employee who receives a less than overall satisfactory performance rating will receive another review in six (6) months. If at the six month review the performance rating is satisfactory, the employee shall receive a full merit increase and the review date is adjusted to twelve months after that date.

An employee who receives a less than overall satisfactory performance rating may elect to grieve such review per Article VI of this Agreement. An employee

who is denied a merit increase for not receiving an overall performance evaluation of "Meets Standards" may elect to grieve such review up to and including Step 3 of Article VI.

- 19.2 Promotion. Upon promotion to a position in a job classification with a higher salary range, the promoted employee will receive a salary increase to the minimum of the salary range for the new position. Should salary prior to promotion be greater than the new salary range minimum, the salary of the promoted employee shall be increased by four (4.0%) percent. For the purposes of salary advancement the promoted employee's anniversary date shall mean date in new classification. The definition of a promotion shall not include reclassification.
- 19.3 Wage Rates. Employees shall be compensated in accordance with the schedule(s) attached to this Agreement. The attached salary ranges shall be considered a part of this Agreement.
- 19.4 Probationary and Annual Increases. Employee shall be eligible for an initial probationary increase in the amount of one-half of the eligible increase upon completion of the six-month probationary period (upon initial hire or promotion to new classification) and one-half of the eligible increase upon completion of twelve (12) months.
- 19.5 Merit increases shall be effective on the first day of the pay period in which the review date falls. Employees in the classification of Librarian shall have a salary review date of February 1. Employees in all other bargaining unit classifications shall have a salary review date of March 1. Merit increases shall be prorated for the movement to the common review date.

ARTICLE XX EFFECT AND DURATION

- 20.1 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 or regulations concerning terms and conditions of employment inconsistent with these provisions.
- 20.2 Duration. This Agreement shall be effective as of the 1st day of January 2018 and shall remain in full force and effect until the 31st day of December 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by July 1, 2020 of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than August 1, 2020. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. Retroactive pay to January 1, 2018 shall be paid only to employees employed as of the date of County Board adoption of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 10th day of May, 2018.

FOR THE UNION
AFSCME LOCAL 693

John Ewald
BUSINESS REPRESENTATIVE
Lusan J. Stoffel
LOCAL 693, PRESIDENT

FOR DAKOTA COUNTY

BY Kathleen H. Bayford
CHAIR OF COUNTY BOARD

ATTEST:

Jenii Reynolds
CLERK TO THE COUNTY BOARD

APPROVED AS TO FORM:

/s/Margaret M. Horsch
ASSISTANT COUNTY ATTORNEY

3/12/18
DATE
File No.: KS-18-9-8

APPROVED:

Shannon A. Cook
DIVISION HEAD

Margaret M. Horsch
DEPARTMENT HEAD

[Signature]
EMPLOYEE RELATIONS DIRECTOR

[Signature]
COUNTY ADMINISTRATOR

DATED January 2, 2018

APPROVED BY DAKOTA COUNTY
BOARD RESOLUTION NO. 18-014

**APPENDIX A
2018 Salary Ranges**

| | Minimum | Q1 | Q2 | Q3 | Maximum |
|---|---------|--------|--------|--------|---------|
| Grade 107 Librarian Technology Specialist | 52,271 | 59,311 | 65,902 | 74,139 | 82,377 |
| Grade 106 Library Associate Substitute Librarian | 47,073 | 52,957 | 58,841 | 66,196 | 73,551 |
| Grade 104 Program Info. Assistant Sr. Office Specialist | 37,526 | 42,217 | 46,907 | 52,771 | 58,634 |
| Grade 103 Office Specialist Sr. Information Assistant | 33,505 | 37,693 | 41,882 | 47,117 | 52,352 |
| Grade 102 Substitute Info. Assistant | 29,915 | 33,655 | 37,394 | 42,069 | 46,743 |

Employees employed as of January 1, 2018, whose salaries are below the range maximum shall receive a two and one-half percent (2.5%) general increase or increase to the minimum of the salary range, 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.

**APPENDIX B
2019 Salary Ranges**

| | Minimum | Q1 | Q2 | Q3 | Maximum |
|---|---------|--------|--------|--------|---------|
| Grade 107 Librarian Technology Specialist | 53,777 | 60,499 | 67,221 | 75,623 | 84,026 |
| Grade 106 Library Associate Substitute Librarian | 48,015 | 54,017 | 60,018 | 67,521 | 75,023 |
| Grade 104 Program Info. Assistant Sr. Office Specialist | 38,277 | 43,062 | 47,846 | 53,827 | 59,808 |
| Grade 103 Office Specialist Sr. Information Assistant | 34,176 | 38,448 | 42,720 | 48,060 | 53,400 |
| Grade 102 Substitute Info. Assistant | 30,514 | 34,329 | 38,143 | 42,911 | 47,679 |

Employees employed as of January 1, 2019, whose salaries are below the range maximum shall receive a two and one-half percent (2.5%) general increase or increase to the minimum of the salary range, 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.

**APPENDIX C
2020 Salary Ranges**

| | Minimum | Q1 | Q2 | Q3 | Maximum |
|---|---------|--------|--------|---------|---------|
| Grade 107 Librarian Technology Specialist | 54,851 | 61,708 | 68,564 | 77,1353 | 85,705 |
| Grade 106 Library Associate Substitute Librarian | 48,974 | 55,096 | 61,218 | 68,870 | 76,523 |
| Grade 104 Program Info. Assistant Sr. Office Specialist | 39,042 | 43,922 | 48,803 | 54,903 | 61,003 |
| Grade 103 Office Specialist Sr. Information Assistant | 34,859 | 39,216 | 43,574 | 49,021 | 54,467 |
| Grade 102 Substitute Info. Assistant | 31,124 | 35,015 | 39,905 | 43,768 | 48,632 |

Employees employed as of January 1, 2020, whose salaries are below the range maximum shall receive a two and one-half percent (2.5%) general increase or increase to the minimum of the salary range, 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.

Appendix C

Dakota County and AFSCME Minnesota Council 5, Local 693

POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into between Dakota County (hereafter "County") and AFSCME Minnesota Council 5, Local 693 (hereafter "Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employees 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 2018 – 2020 AFSCME Minnesota Council 5, Local 693 contract:

CONTRIBUTIONS DURING EMPLOYMENT

1. Employees will contribute to the Plan each pay period:

| | |
|------------------------------|-----------------|
| Up to four years of service* | ½ % of base pay |
| Five + years of service * | 1% of base pay |

*Years of service to be determined as the last day of the preceding year.

2. At the end of each payroll year the sum of an employee's Flex Leave hours and Extended Sick Leave hours (if applicable) are calculated and the cash equivalency of hours over 1,000 are deposited in the MN State Post Employment Health Care Savings Plan (PEHCSP). Extended Sick Leave Hours are used first and then Flex Leave hours. The number of Flex Leave hours deposited is limited to 100 hours.
3. 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.

CONTRIBUTIONS WHEN EMPLOYEE SEPARATES FROM COUNTY EMPLOYMENT

1. If a separating employee:
 - a. Calculate the cash equivalency of 75% of the employee's Flex Leave hours and deposit in PEHCSP, and
 - b. Calculate the cash value of 25% of the employee's Flex Leave hours to be paid to the employee.

c. Any remaining Extended Sick Leave hours will be deposited into the PEHCSP.

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

a. The cash equivalency of 75% of the employee's Flex Leave hours will be deposited into the PEHCSP.

b. The cash value of 25% of the employee's Flex Leave hours will be paid to the employee.

c. Any remaining Extended Sick Leave hours will be deposited into the PEHCSP.

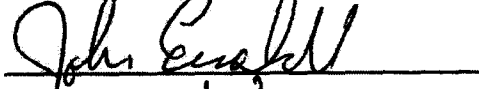
IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed on the dates indicated by their respective signatures.

COUNTY OF DAKOTA



Dated: 3/18/2018

AFSCME COUNCIL 5, LOCAL 693



Dated: 3/2/18



Employee Relations Department
Dakota County Administration Center ♦ 1590 Hwy. 55, Hastings, MN 55033-2372
Phone: (651) 438-4435 ♦ Fax: (651) 438-8178
♦ www.dakotacounty.us ♦

May 10, 2018

John Ewaldt
Field Representative
AFSCME Council 5
300 Hardman Ave. South
South St. Paul, MN 55075

SUBJECT: 2018 – 2020 AFSCME Local 693

Dear John:

Enclosed are the fully executed collective bargaining agreements with signature pages and Memorandum of Understandings for the 2018 – 2020 agreement between Dakota County and AFSCME Local 693. Thank you for your assistance in processing these Agreements.

Sincerely,

Andy Benish

Andy Benish
Employee Relations Director

Enc.