

**Labor Agreement**  
**Between**  
**Dakota County Board of Commissioners**  
**And**  
**AFSCME LOCAL 306**  
**COUNCIL 5**  
**January 1, 2023- December 31, 2024**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I.	Purpose of Agreement.....	1
II.	Recognition.....	1
III.	Definitions.....	1
IV.	Employer Authority .....	2
V.	Union Security.....	2
VI.	Hours of Work.....	2
VII.	Overtime .....	3
VIII.	Flex Leave .....	4
IX.	Holidays.....	5
X.	Leaves of Absence .....	6
XI.	Grievances and Disputes .....	9
XII.	Discipline .....	11
XIII.	Seniority .....	11
XIV.	General Provisions .....	15
XV.	Limited Appointment.....	19
XVI.	No Strikes .....	20
XVII.	Savings Clause.....	20
XVII.	Termination.....	20
	Signature Page.....	21
	Appendix A .....	22
	Appendix B .....	23

## **ARTICLE I PURPOSE OF AGREEMENT**

This Agreement is entered into between the Dakota County Board, hereinafter called the Employer, and AFSCME Local 306, hereinafter called the 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 Express the complete agreement between the parties on hours, wages, holidays, vacations, 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 Services Division in the Departments of Employment and Economic Assistance and Social Services employed for more than fourteen (14) hours per week and more than sixty-seven (67) workdays per calendar year as certified by the Bureau of Mediation Services, excluding all supervisory and confidential employees.
- 2.2 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.
- 2.3 In recognition of the Union as the exclusive representative the Employer shall:
  - a. Deduct from each payroll, an amount sufficient to provide the payment of dues 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.

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 section.

- 2.4 The Employer agrees that within ten (10) working days following the creation of a new non-limited term classification the Union shall be notified of such action for purposes of discussing the inclusion of such classification in the bargaining unit. If no agreement can be reached, the issue shall be submitted to the Bureau of Medication Services, for determination.

## **ARTICLE III. DEFINITIONS**

- 3.1 EXCLUSIVE REPRESENTATIVE: American Federation of State County and Municipal Employees, Council 5, Local 306.
- 3.2 EMPLOYER: Dakota County Board or designee.
- 3.3 EMPLOYEE: A member of the appropriate bargaining unit.
- 3.4 NON-LIMITED FULL-TIME EMPLOYEE: An employee in the bargaining unit who is normally scheduled to work a forty (40) hour week.

- 3.5 **NON-LIMITED PART-TIME EMPLOYEE:** An employee who is employed in a position designated as non-limited part-time by the County who works less than the normal forty (40) hour workweek.
- 3.6 **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 or sick leave and vacation accrual rates) is based on tenure.

#### **ARTICLE IV EMPLOYER AUTHORITY**

- 4.1 It is recognized by both parties that except as expressly stated herein, the Employer shall retain rights and authority necessary to operate and direct all the affairs of the department, including but not limited to, directing the working force; controlling all operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the missions of the Employer in emergencies.

#### **ARTICLE V UNION SECURITY**

- 5.1 In recognition of the Union as the exclusive representative the Employer shall:
- a. Deduct from each payroll, an amount sufficient to provide the payment of dues 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.  
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 section.

#### **ARTICLE VI HOURS OF WORK**

- 6.1 The normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive. The normal workday shall be 8:00 a.m. to 4:30 p.m.; however, the workday may fall between 6:00 a.m. and 6:00 p.m. with supervisory approval. Flexible work schedules: Employees with approval of immediate supervisor will have the option of working other than the normal workweek and workday, such as four 10-hour days, or four 9-hour days and one 4-hour day. Such alternative work schedules must not compromise effective customer service. The normal work year shall be 2088 hours for all non-limited full-time employees.

Notwithstanding the above, in the event of Employer need requiring the implementation of recurring non-traditional schedules for existing employees, the Employer shall notify the Union in advance of implementing the proposed changes and will provide the Union the opportunity to meet and confer with respect to the proposed changes and their effect on employees prior to implementation by the Employer.

When adopting recurring non-traditional schedules, the Employer shall staff such schedules in the following manner:

- a. Request volunteers from within the unit/program;



- b. If further employees are needed, normally the Employer shall assign the least senior qualified employee in the unit/program to meet these non-traditional scheduling requirements;
- c. If approved by the Employer additional employees will be hired.

Employees assigned to recurring non-traditional work schedules shall receive an hourly differential of \$1.20 per hour for all full hours worked prior to 6:00 a.m. and after 6:00 p.m.

Except in emergencies or where changes in work hours are required to accommodate professional case loads which are not accommodated by the flexible work schedule provision in Section 1 of this Article, the Employer shall give an employee a minimum of ten (10) working days' notice prior to adopting a recurring schedule.

- 6.2 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift, whenever this is feasible.
- 6.3 All employees receive two (2) rest periods and a thirty (30) minute unpaid lunch break in each eight (8) hour shift at times designated by their supervisor in accordance with County Board policy. With approval of the supervisor, the sixty (60) minutes may be taken as one break in the middle of the shift; or 30 minutes in the middle of the shift and 15 minutes in the middle of the first four hours of the shift and 15 minutes during the last four hours of the shift; or forty-five minutes (45) in the middle of the shift and 15 minutes in either the first four hour shift or last four hours of the shift.

## **ARTICLE VII OVERTIME**

- 7.1 Authorized overtime shall be compensated for at the rate of time and one-half the employee's regular rate of pay for those employees who are non-exempt under FLSA. Overtime is accumulated under any of the following conditions. All overtime hours worked regardless of FLSA status shall be recorded on an employee's payroll reporting forms including those hours to be accrued as compensatory time.
  - a. All scheduled work or emergency services performed in excess of forty (40) hours, inclusive of travel time to return to the Agency from an assignment, the time computed for pay would be the time taken to drive that distance, minus the time taken to drive the distance between the agency and home.
  - b. Paid leave time (excluding compensatory time) taken shall be considered as time worked in the computation of overtime hours.
  - c. Exempt employees have the option of pay or compensatory time at the employees regular rate of pay (one (1) for each hour worked) except when an employee has accumulated forty-eight (48) hours of compensatory time in a calendar year. The supervisor shall then determine whether the employee continues to earn compensatory time or receive paid time. Any use of such compensatory time will require approval of the Employer.
  - d. Non-exempt employees have the option of pay or compensatory time for overtime worked at time and one-half (1-1/2) the employee's straight time rate (one and one-half hours (1-1/2) for each hour worked) except when an employee has accumulated forty-eight (48) hours of compensatory time in a calendar year. The supervisor shall then

determine whether the employee continues to earn compensatory time or receives paid time. Any use of such compensatory time will require approval of the Employer.

- e. 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.
- f. Annually, employees with a minimum compensatory time balance of forty (40) hours at the end of the third payroll quarter may convert (subject to maximum deferral regulations as stated in IRC Section 457) up to fifty (50) percent of their compensatory time balance each year to the County's deferred compensation plan. Conversion of compensatory time to deferred compensation will be effective during the fourth quarter of the current year.

- 7.2 Except for emergency service, all overtime will require prior approval by the Employer. Claims for emergency service pay must be appropriately documented and approved by the Employer prior to payment.
- 7.3 Any employee assigned specifically to emergency social service (ESS) duty after regular scheduled hours, or weekends, or on regular days off, will be compensated for those hours worked in accordance with Section 6.1 of this Article.
- 7.4 Use of compensatory time will require approval of the Employer.
- 7.5 Any employee who is covered by this contract, who retires, resigns, or is terminated, shall be entitled to payment of one hundred percent (100%) of accumulated overtime and compensatory time.

## **ARTICLE VIII FLEX LEAVE**

- 8.1 Employees shall be eligible to participate in the non-union 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 (see Appendix C) are superseded by the provisions of the Flex Leave Plan. Severance benefits are described in the Post Employment Health Care Savings Plan Memorandum of Agreement.

- 8.2 Current accrual rates are set forth below:

Hire through 5 years	160 hours/20 days 6.13 hours per pay period
6 through 10 years	192 hours/24 days 7.36 hours per pay period
11 through 15 years	240 hours/30 days 9.20 hours per pay period
16 or more years	304 hours/38 days* 11.65 hours per pay period

\*Employees with sixteen or more years of service as of March 2, 1997, accrue 40 days of Flex Leave per year. Part-time employees accrue Flex Leave on a pro-rata basis.

- 8.3 Flex Leave shall be granted at the time requested by the employee. If the nature of 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 Flex Leave periods, the employee with the greater agency seniority shall be given the choice of Flex Leave period.

Requests for use of Flex Leave must be submitted in advance for non-emergency use. One (1) day prior notice is needed for leave of one (1) day or less; two (2) days prior notice for leaves of two (2) to five (5) days duration; five (5) days' notice for leaves longer than five (5) days. The advance notice requirements may be waived if, in the judgment of the supervisor, the leave will not inconvenience the department.

Employees are to be advised in writing by their immediate supervisor as to approval or denial before the end of the next working day following written submission of the Flex Leave request for five (5) days or less. The supervisor shall respond within five (5) working days for Flex Leave request of more than five (5) days. Once Flex Leave has been approved, withdrawal of such approval may occur only in cases of extreme emergency, or during the final two (2) weeks of employment.

8.4 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 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.
- d. 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. Before an employee who has received compensation under this Section may return to work, such employee must furnish the supervisor with a doctor's statement that says the employee is able to work at the former job classification.

8.5 Flex Leave Credit for Prior Service

New employees hired with a minimum of ten (10) years relevant recent work experience will be eligible to begin employment at the six (6) year Flex Leave accrual rate with approval of the Employee Relations Director.

## ARTICLE IX HOLIDAYS

9.1 Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11



Thanksgiving Day  
Thanksgiving Friday  
Christmas Day

Fourth Thursday in November  
Day after Thanksgiving  
December 25

Floating Holiday. 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 regular straight time rate of pay in addition to the holiday pay. For the purposes of determining holiday pay per this paragraph, holiday shall be defined as the actual holiday or the observed holiday, but not both, at the choice of the employee.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

- 9.2 In order to be eligible for holiday pay an employee must be on pay status both the full-scheduled shift before and the full-scheduled shift after the designated holiday.
- 9.3 Non-limited part-time employees shall be entitled to holiday pay prorata according to FTE designation.

## ARTICLE X LEAVES OF ABSENCE

- 10.1 Procedure. All requests for leaves of absence, except for leave requests totaling five (5) days or less, shall be forwarded to Employee Relations by the Division Head. Leave request totaling five (5) days or less per calendar year 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, accrued vacation and sick leave when appropriate, which would result in a combination of both paid and unpaid leave provided that the accrued Flex Leave, vacation or sick leave is used prior to the commencement of the relevant unpaid leave. An employee's salary review date shall be modified for unpaid leave of absences in excess of ninety (90) days.
- 10.11 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 or vacation time.
- 10.12 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.
- 10.13 Benefit Accrual While on Unpaid Leave. Except for a Union leave as provided in Section 10.27 and School Conference and Activities leave as provided in Section 10.29 of this Article, Flex Leave, sick leave and vacation time 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 and Section 10.25 of this Article, Employer-paid insurance benefits described in Article XIII, Section 13.3 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 day of return to work. If the first day of return to work is not the first working day of the month, the employee shall pay a prorata portion of the employee's portion of the premium.

## 10.2 Types of Leave.

- 10.21 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 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.

- 10.22 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) days in one (1) 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 (vacation) time 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.

- 10.23 Military Leave (Unpaid). In accordance with Minnesota Statutes §192.261 and federal law, leave without pay shall be granted to an employee who voluntarily or involuntarily enters into active military service, active duty for training, initial active duty for training, inactive duty training or full-time National Guard duty in the armed forces of the United States for the period of military service, not to exceed four (4) years plus additional time in each case that the employee may be required to serve pursuant to law. At the expiration of the unpaid leave, the employee shall be entitled to their position or a comparable position and shall receive other benefits in accordance with the applicable statute(s).

At an employee's request, an employee on unpaid military leave shall be allowed to supplement such leave with Flex Leave (vacation leave) in accordance with law. Any Flex Leave (vacation leave) must have been accumulated prior to the start of the unpaid military leave and paid leave must be used prior the commencement of the unpaid leave or can remain in the employee's Flex Leave (vacation leave) bank for use upon the employee's return from the unpaid military leave.

- 10.24 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. 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.

- 10.25 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.

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.

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.

No medical leave shall, under any circumstances, extend beyond the period of the employee's actual disability. 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.

- 10.26 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 not to exceed one (1) year. 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 of combined Flex Leave (vacation) and personal leave 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 of combined Flex Leave (vacation) and personal leave 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, Section 12.5. When a personal leave is taken in conjunction with Flex Leave (vacation leave), the paid 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. Employees shall be allowed to use up to five (5) working days of personal leave per calendar year regardless of the status of their Flex Leave and sick leave accrual balances. Employees will not lose insurance coverage if on personal leave of five (5) days or less that falls on the 1st day of the month.

- 10.27 Union Leave. Members of the Union selected by the Union to participate in any Union activity shall be granted a leave of absence without pay at the request of the



Union. Normally, no more than two (2) members at one time will be allowed a leave for Union activity. The request of the Union shall state the length of the leave. Such leaves shall consist of the following:

AFSCME International Convention (5 days)  
Minnesota State Federation Convention (4 days)  
Council 5 Convention and Meetings (2 days)  
Stewards Training Seminars (5 days)  
AFSCME Educational and Leadership Training Programs  
(usually up to 5 days)

All benefits and seniority shall continue to accrue while an employee is on Union leave without pay.

10.28 Classroom 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. Such leaves will be limited to one (1) course initiated per contract year. These leaves will be granted only for courses not available during non-working hours. Upon satisfactory completion of the course, the employee shall be entitled to reimbursement of one-half (1/2) of the cost of the course. Reimbursement may also be made for one-half (1/2) the cost of such courses attended during non-working hours upon the Employer's approval.

10.29 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 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. Employees may choose to use accrued vacation and/or compensatory time rather than leave without pay.

10.3 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 twelve (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.

10.4 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 XI GRIEVANCES AND DISPUTES**

11.1 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the procedure as outlined below. Employees are encouraged to attempt to resolve an individual's grievance on an informal basis with the employee's immediate supervisor at the earliest opportunity. If the matter is not resolved to the employee's satisfaction by informal discussion, it shall be settled in accordance with the grievance procedure as outlined below.

## 11.2 Grievance Procedure

Step 1. The Union steward, or in the steward's absence, the Local President, with or without the employee, shall present the written grievance or dispute to the employee's immediate supervisor within twenty (20) calendar days after the first event giving rise to the grievance or through reasonable diligence the employee should have known of the event giving rise to the grievance. Grievance presentation shall take place at a meeting of the above in the office of the immediate supervisor at a time mutually acceptable to the immediate supervisor and the Union representative. Documentation presented in this meeting will include a fully completed AFSCME official grievance form. The supervisor shall respond in writing to the steward within twenty (20) calendar days.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union Steward, the Local President, or Union Representative to the Department Head or designee within twenty (20) calendar days after the immediate supervisor's response is due. Documentation shall include the original grievance, a complete statement of the reasons why the supervisor's response was unacceptable, and the remedy required to resolve the grievance at this level. Within twenty (20) calendar days of receipt of the grievance, the Department Head or designee will arrange and hold a meeting at a time mutually acceptable to the Department Head or designee and the Local President, Union Steward, or Union Representative to discuss the grievance. The Department Head or designee shall respond in writing to the steward within twenty (20) calendar days of the meeting.

Step 3. If the grievance still remains unresolved, the Union Steward, Local President or Union Representative may present the grievance to the Employee Relations Director or designee within twenty (20) calendar days after the Department Head or designee's response is due. Documentation shall include the original grievance, a complete statement of the reasons why the Step 2 response was unacceptable, and the remedy requested. Within twenty (20) calendar days of receipt of the grievance, Employer will arrange and hold a meeting at a time mutually acceptable to the Employer and the Local President or Business Agent to discuss the grievance.

A maximum of two Union Representatives and the aggrieved employee(s) may attend the meeting. The Employer shall respond to the Union in writing within twenty (20) calendar days following the meeting.

Step 4. If the grievance remains unresolved after the response of the Employer is due, the Union may, within thirty (30) calendar days, serve notice of its intent to submit the issue to arbitration by giving written notice to the Employer by U.S. First class Mail or as an attachment to an email. The arbitration proceeding shall be conducted by an arbitrator to be selected by random drawing from a list of seven (7) permanent arbitrators mutually agreed upon by the Employer and the Union. The panel will be reviewed on an annual basis or when an arbitrator is no longer available with each party being able to suggest deletions and additions to the panel. Expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. The decision of the arbitrator shall be final and binding upon the parties and the employee(s), and the arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of testimony and argument. If either party desires a verbatim record of the arbitration proceeding, it may cause such a record to be made, provided it pays for the record. If both parties desire such record, the cost of the record shall be shared equally.

11.3 Arbitrator's Authority. The arbitrator shall have no 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 or issues submitted in writing by the parties to this Agreement, and shall have no authority to make a decision on any other matter not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or



modifying or varying in any way the application of law. The decision shall be based solely upon the arbitrator's interpretation and application of the express terms of this Agreement and to the facts of the grievance presented.

- 11.4 Time Limits. 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 or steps 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, it shall be considered denied 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 in each step, and such extension will not be unduly withheld. For purposes of this section, written agreement shall include an exchange of email.
- 11.5 The Union shall certify in writing to the Employer the names of employees selected as stewards and the names of other Union Representatives who may represent employees of the Union. Those employees so certified to the Employer shall be allowed to investigate and process grievances up to Step 4 during working hours without loss of pay. Not more than one steward may process each grievance.
- 11.6 Election of Remedies. 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 XIII or a procedure such as: Veterans Preference. If appealed to any other procedure other than Step 4 of Article XIII the grievance is not subject to the arbitration procedure as provided in Step 4 of Article XIII. The election set forth above shall not apply to Fair Employment cases.

The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 of Article X 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 X.

## **ARTICLE XII DISCIPLINE**

- 12.1 Just Cause: The Employer will discipline employees who have completed the initial probationary period only for just cause. A written reprimand, suspension, demotion or discharge of an employee who has completed the initial probationary period may be appealed through the grievance procedure as contained in Article X of this Agreement.
- 12.2 Suspensions and discharges will be in written form.
- 12.3 Written reprimands, to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees who refuse to acknowledge by signature shall have the written reprimand sent by certified mail to their last known address. Employees and the Union will receive a copy of such reprimands and notices of suspension and discharge.
- 12.4 Employees may examine their own personnel files at reasonable times and make copies of documents contained therein provided that such examination and copying is conducted under the direct supervision of the Employer.
- 12.5 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 will be taken against the employee or the employee has reason to believe that disciplinary action may result, the

employee will be given an opportunity to have a union steward present before the Employer proceeds further to question the employee regarding the matter.

- 12.6 Grievances relating to suspension and discharge shall be initiated by the Union in Step 2 of the grievance procedure.

### ARTICLE XIII SENIORITY

- 13.1 Definitions. For purposes of this Agreement, seniority may be defined as either agency seniority or classification seniority.

- a. County Seniority. "County seniority" is defined as 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.
- b. Classification Seniority. "Classification seniority" is defined as the length of cumulative service in a specific job classification within Dakota County where County seniority remains unbroken. Classification seniority is used to determine the order of layoff. This provision shall be effective September 12, 1989.
- c. Seniority dates shall be adjusted under the following circumstances:

County and Classification seniority shall continue to accrue while on unpaid leaves of absence of ninety (90) days or less or as provided pursuant to Section 10.13. In the event an unpaid leave of absence exceeds ninety (90) days, County and classifications seniority shall be tolled and no additional seniority shall accrue during this extended period of leave of absence. County and Classification seniority shall begin to accrue upon return from the unpaid leave of absence.

Classification seniority shall be tolled when an employee transfers or promotes to a different job classification. If an employee returns to a formerly held job classification, seniority will begin to accrue and be added to the previous Classification seniority

- 13.2 Seniority Lists. In January and July of each year, seniority lists, effective the first day of such months, shall be posted by the Employer on the County's intranet, and be sent electronically to the Union. These seniority lists will show each employee in the order of classification seniority and reflect each employee's salary review date, classification, and County seniority. The January seniority list shall include the class title for all classes in which the employee previously achieved permanent status. When two (2) or more employees have the same classification seniority, seniority shall be determined by total County seniority.

Should the ties in seniority remain, the employee whose social security number is higher, based on the last four (4) digits, shall be said to have the greater seniority.

Employees shall be obligated to notify the Employer in writing of any error in the seniority list within fifteen (15) days of the date the seniority list is posted on County's Intranet. Within thirty (30) days of notification of error, the Employer shall correct errors in the seniority list, post on County's Intranet and furnish the corrected list electronically to the Union's designated representative. If no error is reported within fifteen (15) days after the date the seniority list is furnished or within ten (10) days after the date the correction in such list is posted, the list will stand correct as posted.

- 13.3 Probationary Period.



- a. New employees hired shall normally be considered as probationary employees for the first six (6) months of their employment except for employees hired into the classifications of Financial Assistance Specialist I and Financial Assistance Specialist II. During the probationary period the Employer will conduct a performance evaluation of the employee's work performance and furnish the employee with a written copy. This probationary period may be extended for just cause for a period up to ninety (90) days. The employee and the Union shall be notified of any extensions, and the reasons therefore, two (2) weeks prior to the end of the six (6) month period. Upon satisfactorily completing the initial probationary period, the employee shall be placed on the seniority list in accordance with the employee's original date of hire.
- b. New employees hired into the classification of Financial Assistance Specialist I and Financial Assistance Specialist II shall normally be considered as probationary employee for the first twelve (12) month of their employment. During the probationary period, the Employer will conduct performance evaluations of the employee's work performance after three (3) month, six (6) months, nine (9) months and prior to twelve (12) months of employment and furnish the employee with a written copy. There shall be no extension of the probationary period. At the discretion of the Employer, an employee may be considered to have satisfactorily completed their initial probationary period after the completion of the six (6) month or twelve (12) month performance evaluation. Upon satisfactorily completing the initial probationary period, the employee shall be placed on the seniority list in accordance with the employee's original date of hire.

In the event a Financial Assistance Specialist I who has served an initial probationary period is promoted into Financial Assistance Specialist II position the employee shall serve a 90-day promotional probationary period as a Financial Assistance Specialist II. Said employee may be returned to their immediate prior position during the 90-day promotional probationary period if the employee fails to meet the standards and expectations of the position.

- c. Employees who have been appointed to a new classification and required to serve a new probationary period, shall have one (1) month to elect to return to their former classification. In the event any employee does not successfully complete the probationary period, the employee will be returned to the former classification contingent upon its continued existence. If the employee's former position has been eliminated the employee may exercise bumping rights pursuant to this Article. The employee shall receive the higher rate of pay during the probationary period.
- d. For purposes of Classification seniority an employee's job date shall be changed to correspond with the date of any changes in classification.

13.4 An employee shall lose seniority for the following reasons only:

- a. Employee resigns.
- b. Employee is discharged and the discharge is not reversed by the procedure set forth in this Agreement.
- c. Employee is absent for five (5) consecutive working days without notifying the supervisor. In proper cases, exceptions will be made. After such absence, the supervisor will send written notification to the employee at the last known address indicating that the employee has lost their seniority and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

- d. If employee does not return to work when recalled from layoff set forth in the recall procedure. In proper cases, exceptions will be made, upon mutual agreement of the Employer and the Union.
- e. Failure to return on the designated date from any authorized absence shall be treated the same as "c" above.

13.5 **Layoff.** Layoff shall mean a reduction of work force. The Employer shall determine the classification and position(s) within the classification to be reduced.

Employees within the classification determined to be reduced in the work force shall be selected for layoff in the following order:

1. Emergency, provisional and temporary employees;
2. Probationary employees in order of date of hire beginning with the most recent hire;
3. Full-time or part-time employees with permanent status in Classification seniority order.

A full-time or part-time employee with permanent status whose position is being eliminated may:

1. Bump the employee within the same job classification who has the least Classification seniority provided the bumping employee has more Classification seniority; or
2. Bump the least senior employee in the next lowest previously held classification in which the employee obtained permanent status using County seniority provided the least senior employee has less County seniority; or
3. Accept the layoff.

An employee exercising their bumping rights must accept the work schedule (days or week and number of hours per day) and work location of the position they will be placed in unless otherwise modified by the Employer.

13.6 **Recall.** When the work force is increased after a layoff, employees shall be recalled to their former classification in the inverse order of layoff. Employees shall be notified of recall by registered mail to the last known address of the employee as shown on the Employer's records. 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 said position within ten (10) working days of the date notice is mailed, the employee will be considered to have resigned from employment with the Employer and the position shall be offered to the next person on the layoff list for this classification. Employees shall retain rights to reemployment after layoff for a period of three (3) years commencing with the effective date of the layoff.

13.7 **Posting to Establish Eligibility Rosters.** Posting of notices of establishment of an eligibility roster for any position in the County shall be handled through procedures developed by the Department of Employee Relations provided that all such notices shall be posted on Dakota County's website for a period of not less than ten (10) working days prior to the closing deadline set for applications. The content of such notices shall not be inconsistent with applicable Employee Relations Policy which currently includes the position title, salary range, statement of duties, minimum qualifications, instructions for making an application, and time deadlines for making application.



13.8 Posting of Vacancies. All bargaining unit vacancies shall be posted for a period of not less than ten (10) working days prior to the closing deadline set for applications on the County website.

13.9 Lateral Transfers. Except in unusual circumstances, all bargaining unit positions posted as per Section 13.8 above, shall be posted for lateral transfer on the County website. Such notices shall include the job classification, incumbent's name, unit in which the vacancy exists, supervisor's name, place of work, current hours of work, and time deadline for internal applications. Posting for an initial lateral opportunity shall be for at least ten (10) working days with a five (5) working day time limit for each additional internal opportunity.

The Employer shall make reasonable effort to interview and consider all employees submitting a lateral transfer request. Normally, employees shall not be eligible for lateral transfer more than once every twelve (12) months.

13.10 Filling of Vacancies. Consistent with current certification policies, when a bargaining unit vacancy exists, the Department of Employee Relations shall certify a maximum of twenty (20) names. If more than one (1) vacancy exists, an additional two (2) names will be certified for each additional position to be filled. All current bargaining unit employees who are included on the applicable register shall be offered an interview regarding the bargaining unit vacancy. The Employer is committed to selecting the most qualified candidate to fill the vacancy. When practicable, bargaining unit vacancies shall be filled from among present bargaining unit employees. If all other job relevant qualifications are equal, the applicable seniority provisions shall be considered. A promoted employee is assumed to possess qualifications for the position and cannot be discharged pending due process available to all non-limited full-time, and non-limited part-time employees pursuant to the terms of Article XI, Discipline.

13.11 An employee will be eligible for reinstatement of seniority previously accrued in the bargaining unit provided the employee meets the following criteria: (1) the employee was previously employed in a position covered by the bargaining unit; and (2) the employee has maintained continuous employment with the County; and (3) the employee is reemployed in a position included in the bargaining unit. It is understood that notwithstanding this provision, no employee outside of the current bargaining unit can bump or displace a bargaining unit member.

#### **ARTICLE XIV GENERAL PROVISIONS**

14.1 Wages. Employees shall be compensated in accordance with the wage schedule attached as Appendixes A, B and C to this Agreement. The attached wage schedule shall be considered a part of this Agreement.

- a. If, during the term of this Agreement a classification for which no rate has been negotiated is added or a position is reclassified in accordance with the County's Job Evaluation System, the Employer's representative will notify the Union's representative, in writing, of the proposed new salary range for the new classification or reclassified position and provide a copy of the description. The Union representative will respond within five (5) working days upon receipt of the notification as to whether or not the Union agrees with the proposal. If the Union disagrees with the Employer's proposal, the Union representative will schedule a meeting to discuss the salary range with the Employer's representative.
- b. Employees covered by this Agreement shall be compensated for each full month of service in accordance with the attached wage schedule.
- c. Employees shall receive an initial probationary period salary increase of one-half (1/2) of the merit increase upon satisfactory completion of the six-month (6) probationary

period, a one-half (1/2) merit increase upon the completion of twelve (12) months of service, and a full merit increase annually thereafter. Employees in the classification of FAS II serving a 12-month probationary period shall receive a full merit increase upon successful completion of the 12-month probationary period and annually thereafter.

- d. The Employer shall, annually evaluate each employee to determine whether the employee shall receive a base and/or lump sum merit increase, subject to Section 14.1 provisions. Such an increase shall be granted upon review and determination by the employee's immediate supervisor and concurrence of the Director that the employee's performance for the annual review period has been satisfactory in all phases of the position as provided on the evaluation form and upon approval by the Employer. If a merit increase is not granted pursuant to this section, the Employer shall inform the employee in writing, of the reason. The provisions of this section shall be subject to the Grievance Procedure.

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 subject to the following.

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

Merit increases shall be effective on the first day of the pay period in which the review date falls. Employees in the bargaining unit shall have a salary review date of May 1. Merit increases shall be prorated for the movement to the common review date.

### **2023 – 2024 Merit Matrix**

Salary Range	Exceptional Performance	Greatly Exceeds Standards	Exceeds Standards	Meets Standards	Below Standards
Q4	4.25% base	4.25% base	3.25% base	2.25 % base	0%
Q3	4.25% base	4.25% base	3.25% base	2.25 % base	0%
Q2	4.25% base	4.25% base	3.25% base	2.25 % base	0%
Q1	4.25% base	4.25% base	3.25% base	2.25 % 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.

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.

An employee who is denied a merit increase based on a "Below Standards" performance rating may elect to grieve such review up to and including Step 3 of Article XI.

- e. The salary of an employee who is promoted within the bargaining unit shall be increased according to County policy. Upon satisfactory completion of the probationary period, employees are eligible for one-half of the eligible merit increase and one-half of the eligible merit increase at twelve months. The anniversary date for subsequent salary adjustments shall be annually thereafter. The definition of a promotion shall not include a reclassification.
- f. An employee who is transferred shall be paid the same salary as before the transfer. A transferred employee shall not be subject to a probation period.
- g. In cases of reclassification of a position or allocation of a position to a different classification, the incumbent employee shall have preference by a non-competitive examination, if said action would be a promotion. If reclassification or reallocation would mean a demotion to the incumbent employee, said employee may use his classification seniority to bump into a position in his current classification, or accept the demotion to the new class. Nothing in this provision shall allow bumping into a higher pay grade.
- h. Interpreter Pay: An employee certified by the County who is specifically assigned by management to translate or provide sign language services on a case by case basis will receive a differential of \$6.00 per day when providing such service.
- i. On-Call Pay: Employees will receive \$2.00 per hour for all hours they are scheduled to be on-call.

14.2 The Employer agrees that accredited representatives of the Union shall have reasonable access to the premises of the Employer during working hours to process grievances with the Employer. The Employer further agrees that a duly accredited representative of the Union shall be entitled to observe all meetings of the Dakota County Board concerning personnel in the bargaining unit. Employees who are selected as stewards have the right to act as grievance representatives to process grievances and do such other Union business necessary and reasonable to the processing of grievances during working hours, without loss of time or pay. The Employer agrees to advise, in writing, the designated representative of the Union of any major changes in personnel practices, or Employer procedure, prior to their effective date.

14.3 Insurance Benefits: Insurance benefits 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% toward the single monthly premium of the Basic Plan. The Employer shall contribute 80% toward the family monthly premium for the Basic Plan. As long as single plus one coverage is offered, the



Employer shall contribute 85% of the single monthly premium of the Basic Plan. Any additional costs for such coverage 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 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.

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.

- 14.4 Mileage Reimbursement. Employees shall be reimbursed for authorized use of personal cars for department purposes at the minimum rate of per mile established by the United States Internal Revenue Service (IRS). Thereafter, any increase in the mileage rate above the rate established by the IRS will be in accordance with the rate set by the Employer.
- 14.5 The Dakota County Employee Relations Department personnel policy and procedures are available to all employees on the internal Dakota County website.
- 14.6 Staff Development. Training and staff development will be provided in accordance with adopted Employer and Division Policies and Procedures.
- 14.7 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation, physical disability, or receipt of public assistance, sexual orientation, or other statutorily protected class. The Union shall share equally with the Employer the responsibility for applying the provisions of this Agreement. The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership, or because of any employee activity officially sanctioned by this Agreement on behalf of the Union.
- 14.8 In the event that any provision, phrase, or clause of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.
- 14.9 Employee comments and suggestions regarding plans for utilization of working space will be considered by management together with information from other sources as input to decisions on space utilization. The following are agreed procedures to achieve this objective:



- a. Employees will direct their written concerns and objectives concerning space utilization to the Director, who will present these concerns and objectives at management meetings where planning and utilization of working space is discussed.
- b. The Director will provide written notice of time and place of all management space utilization meetings to the Local President, at least five (5) working days or as soon as possible, in advance of said meeting.
- c. Upon agreement of the Director in response to a written request by the Local President, a single employee representative chosen by the Union may attend a management meeting where space utilization is discussed. Employee participation in such meetings shall be observational and commentary only.
- d. The Director shall provide a written statement to the Local President of a decision made concerning space utilization, within five (5) working days of the meeting at which the decision was made.

- 14.10 Out-of-Grade Pay. Whenever an employee is directed to perform the duties and responsibilities of a position in a higher salary grade for ten (10) days or more in any twelve (12) month period, that employee shall be paid at an amount equal to the minimum of the higher pay range or at five (5.0%) percent higher than the employee's current rate of pay, whichever is greater, retroactively to the first day the employee worked in the higher classification. Time worked in less than two (2) hour increments shall not be considered as time worked for the purpose of this section.
- 14.11 Notwithstanding the status of professional and non-professional, pursuant to Minn. Stat. §179A.08 the Union may request the Employer to meet and confer concerning items not negotiable pursuant to the Agreement. Such meeting shall be conducted on a quarterly basis. The Union may request such a meeting by submitting a request in writing at least thirty (30) days in advance of a proposed meeting date and shall include with such notice an agenda outlining in detail the items requested to be discussed. The Union will designate to the Employer in writing a meet and confer committee consisting of not more than four (4) employees in the bargaining unit. The meet and confer process will not be subject to the grievance procedure of the Agreement.
- 14.12 Subject to the limitations in Minn. Stat. § 466.04, the Employer shall defend, both at law and equity, and indemnify any of its employees for damages, including punitive damages, claimed or levied against the employee, for alleged acts or omissions occurring in the performance of the employee's duty, whether groundless or otherwise, as long as the employee was acting in the performance of the duties of the position and the employee did not commit malfeasance in office, willful neglect of duty, or bad faith.
- 14.13 Dental Insurance. The Employer will contribute twenty-five dollars (\$25.00) per month per employee toward dental insurance.
- 14.14 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, Flex Leave, vacation or leave without pay or may choose to make up the time within the next two (2) payroll periods with the approval of supervisor.
- 14.15 Required Physician's Visits. If an employee is required by the Employer or designee to obtain a physician's statement by a physician selected by the Employer as to the employee's



fitness for duty, the Employer shall pay for any deductibles and/or expenses not paid for by the Employer's health insurance program. In addition, employees shall not be required to use their accumulated sick leave, vacation, compensatory time or leave without pay to obtain such physician's statements, but instead may do so on County-paid time.

- 14.16 FlexComp. Bargaining unit employees may participate in the non-union FlexComp Program. The Employer contribution for non-limited part-time employees who are eligible to participate as defined by County policy shall be prorated based on current County policy.
- 14.17 Contracting for Service. 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. 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.
- 14.18 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.

#### **ARTICLE XV LIMITED APPOINTMENT**

- 15.1 For the purpose of this Agreement, employees hired on a limited appointment for seven (7) months or less shall be excluded from coverage under 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 (benefit accrual dates) from most recent date of hire.

#### **ARTICLE XVI NO STRIKES**

- 16.1 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. Employees who fail to return to their 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 XVII SAVINGS CLAUSE**



- 17.1 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.

#### **ARTICLE XVIII TERMINATION**

- 18.1 This Agreement shall be effective as of the first day of January 2023, and shall remain in full force and effect through the 31st day of December 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by July 1, 2024, of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than August 1, 2022. 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, 2023, shall be paid only to employees employed as of date of County adoption of this Agreement.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement

to be executed this 28 day of February, 2023

FOR THE UNION  
AFSCME LOCAL 306

A. Totten-Baker

Melinda R. Pearson

Rebekah Radiske

FOR DAKOTA COUNTY

BY Jim Workman  
ITS CHAIR OF COUNTY BOARD

ATTEST:

Juni Reynolds  
CLERK TO THE COUNTY BOARD

APPROVED AS TO FORM:

S. Hansen

MADDEN, GALANTER, HANSEN, LLP

DATE 2/13/23

APPROVED:

Marti Trehlan  
DEPARTMENT/DIVISION HEAD

Robert  
EMPLOYEE RELATIONS DIRECTOR

Phil S. J.  
COUNTY MANAGER

APPROVED BY DAKOTA COUNTY

BOARD RESOLUTION NO. 22-544 DATED December 13, 2022



**APPENDIX A**  
**2023 Salary Ranges**

	<b>Minimum</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Maximum</b>
<b>Grade 109</b> Program Coordinator	73,375	85,547	91,917	103,184	114,649
<b>Grade 108</b> Contract Specialist Financial Empowerment Resource Developer Housing Service Coordinator Social Worker	65,514	73,703	81,892	92,129	102,365
<b>Grade 107</b> Child Support Specialist Client Relations Specialist Employment Specialist Financial Analyst Financial Empowerment Program Specialist Health Advocate Program/Trainer Specialist Fraud Investigator Senior Program Analyst	58,494	65,806	73,118	82,258	91,398
<b>Grade 106</b> Administrative Specialist Case Specialist Child Support Specialist Collections Specialist Financial Assistance Spec. II Sr. Info. Systems Specialist Program Admin. Assistant Program Analyst Workforce Specialist	52,227	58,756	65,284	73,445	81,605
<b>Grade 105</b> Sr. Program Associate Managed Care Specialist	\$46,631	\$52,460	\$58,289	\$65,575	\$72,861
<b>Grade 104</b> Program Associate Workforce Center Advisor	\$41,635	\$46,840	\$52,044	\$58,550	\$65,055
<b>Grade 103</b> Office Specialist	\$37,174	\$41,821	\$46,468	\$52,277	\$58,085

Employees employed as of January 1, 2023, whose salaries are below the range maximum shall receive a 3.25% general adjustment or increase to the minimum of the salary range, whichever is

greater. In no instance will the maximum of the salary range exceed the County pay equity salary range. The general increase is effective on the first day of the pay period in which January 1 falls.

**APPENDIX B  
2024 Salary Ranges**

	<b>Minimum</b>	<b>Q1</b>	<b>Q2</b>	<b>Q3</b>	<b>Maximum</b>
<b>Grade 109</b> Program Coordinator	\$75,206	\$84,607	\$94,008	\$105,759	\$117,510
<b>Grade 108</b> Contract Specialist Financial Empowerment Resource Developer Housing Service Coordinator Social Worker	\$67,149	\$75,543	\$83,936	\$94,428	\$104,920
<b>Grade 107</b> Child Support Specialist Client Relations Specialist Employment Specialist Financial Analyst Financial Empowerment Program Specialist Health Advocate Program/Trainer Specialist Fraud Investigator Senior Program Analyst	\$59,954	\$67,449	\$74,943	\$84,311	\$93,679
<b>Grade 106</b> Administrative Specialist Case Specialist Child Support Specialist Collections Specialist Financial Assistance Spec. II Sr. Info. Systems Specialist Program Admin. Assistant Program Analyst Workforce Specialist	\$53,530	\$60,222	\$66,913	\$75,277	\$83,641
<b>Grade 105</b> Sr. Program Associate Managed Care Specialist	\$47,795	\$53,770	\$59,744	\$67,212	\$74,680
<b>Grade 104</b> Program Associate Workforce Center Advisor	\$42,674	\$48,009	\$53,343	\$60,011	\$66,679
<b>Grade 103</b> Office Specialist	\$38,102	\$42,865	\$47,628	\$53,582	\$59,535

Employees employed as of January 1, 2024, whose salaries are below the range maximum shall receive a 3.25% general adjustment or increase to the minimum of the salary range, whichever is



greater. In no instance will the maximum of the salary range exceed the County pay equity salary range. The general increase is effective on the first day of the pay period in which January 1 falls.

**Dakota County  
and  
AFSCME Minnesota Council, Local 306**

**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 306 (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 AFSCME Minnesota Council 5, Local 306 contract, effective January 1, 2023 through December 31, 2024, or until a successor agreement is negotiated.

**CONTRIBUTIONS DURING EMPLOYMENT**

- 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 into the MN State Health Care Savings Plan (HCSP). Anything over the 1,100 total hours will be lost. Extended sick leave hours are used first and then Flex Leave hours.
- 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.
- Employees will contribute to the Plan each pay period:

0-5 years of service*	0.5% of salary
6-10 years of service*	1% of salary
11-15 years of service	1.5% of salary
16+ years of service	2% of salary

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

- Employees who have contributed Extended Sick Leave hours and/or Flex Leave hours in excess of 1,000 at the end of the previous payroll year (see Phase I) will continue to make salary contribution throughout the following year.

**CONTRIBUTIONS WHEN EMPLOYEE SEPARATES FROM COUNTY EMPLOYMENT**

Upon separation from County employment, 100% of Extended Sick Leave will be deposited into the PEHCSP.

Upon separation from County employment, the cash value of unused Flex Leave will be deposited in the PEHCSP at the following rates:

0 through 5 years of consecutive Dakota County service	0%
6 or more years of consecutive service Dakota County service	50%



**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Agreement to be executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

FOR THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE COUNTY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



---

Employee Relations  
Dakota County Administration Center · 1590 Highway 55, Hastings, MN 55033-2372  
Phone: 651.438.4435 · Fax: 651.438.8178 · TDD: 651.438.4618  
[www.co.dakota.mn.us](http://www.co.dakota.mn.us)

January 1, 2023

Lynee Tate-Baker  
Field Representative  
AFSCME Council 5, Local 306  
300 Hardman Ave. South  
South St. Paul, MN 55075

SUBJECT: Sick Accruals

Dear Lynee:

The County agrees to maintain its current practice with regard to maintenance and conversion of existing sick time to Healthcare Savings at the time of resignation or retirement.

Sincerely,

A handwritten signature in dark ink, appearing to read "A. Benish", written in a cursive style.

Andy Benish  
Employee Relations Director





---

Employee Relations  
Dakota County Administration Center • 1590 Highway 55, Hastings, MN 55033-2372  
Phone: 651.438.4435 • Fax: 651.438.8178 • TDD: 651.438.4618  
[www.co.dakota.mn.us](http://www.co.dakota.mn.us)

January 1, 2023

Lynee Tate-Baker  
Field Representative  
AFSCME Council 5, Local 306  
300 Hardman Ave. South  
South St. Paul, MN 55075

SUBJECT: Retention Payments

Dear Lynee:

This is to confirm in conjunction with the 2023-2024 Collective Bargaining agreement between Dakota County and AFSCME Local 306, the parties agreed that a one-time retention payment of \$500.00 shall be paid on the first payroll following July 1, 2023 to employees employed in this bargaining unit as of January 1, 2023 who remain employed in this unit through July 1, 2023. This amount will be adjusted on a pro rata basis for employees working less than a 1.0 FTE.

A one-time retention payment of \$500.00 shall be paid on the first payroll following January 1, 2024 to employees employed in this bargaining unit as of January 1, 2023 who remain employed in this unit through January 1, 2024. This amount will be adjusted on a pro rata basis for employees working less than a 1.0 FTE.

Sincerely,

A handwritten signature in dark ink, appearing to read "Andy Benish". The signature is fluid and cursive, with a large loop at the end.

Andy Benish  
Employee Relations Director



---

Employee Relations  
Dakota County Administration Center · 1590 Highway 55, Hastings, MN 55033-2372  
Phone: 651.438.4435 · Fax: 651.438.8178 · TDD: 651.438.4618  
[www.co.dakota.mn.us](http://www.co.dakota.mn.us)

January 1, 2023

Lynee Tate-Baker  
Field Representative  
AFSCME Council 5, Local 306  
300 Hardman Ave. South  
South St. Paul, MN 55075

SUBJECT: Pilot Appeal Process

Dear Lynee:

If an employee wishes to appeal the completeness and accuracy of the content of their performance evaluation, they may submit a request to do so in writing to their immediate supervisor. An employee who appeals must file the appeal within 14 calendar days after the evaluation is completed. Their immediate supervisor will schedule a meeting with the employee to present their appeal. The allotted time for this meeting is no more than 30 minutes. The employee must define in their written request the areas of concern or disagreement.

If, after meeting with their immediate supervisor, the employee feels their concerns were unaddressed, they may elect to appeal the contents of their performance evaluation to their supervisor's immediate supervisor (Level 2 supervisor) within 14 calendar days of the meeting with their immediate supervisor. The Level 2 supervisor, or a designee, will schedule a meeting with the employee and the immediate supervisor to present their appeal. The allotted time for this meeting is no more than 30 minutes. The employee must define in their written request the areas of concern or disagreement.

The decision of the Level 2 supervisor is final. The scope of the appeal is to include content only and not overall rating. This MOU is offered on a pilot program basis and shall sunset effective December 31, 2024.

Sincerely,

A handwritten signature in dark ink, appearing to read "Andy Benish", with a large, sweeping flourish at the end.

Andy Benish  
Employee Relations Director





---

Employee Relations  
Dakota County Administration Center · 1590 Highway 55, Hastings, MN 55033-2372  
Phone: 651.438.4435 · Fax: 651.438.8178 · TDD: 651.438.4618  
[www.co.dakota.mn.us](http://www.co.dakota.mn.us)

January 1, 2023

Lynee Tate-Baker  
Field Representative  
AFSCME Council 5, Local 306  
300 Hardman Ave. South  
South St. Paul, MN 55075

SUBJECT: Investigation Process Updates

Dear Lynee:

This is to confirm in conjunction with the 2023-2024 Collective Bargaining agreement between Dakota County and AFSCME Local 306, the parties agreed that during employment investigations, the County will provide a response to union representatives as to which phase of the investigation process a case is in, when such a request is made. The phases will be as follows:

- Phase 1 – Pre-Investigation
- Phase 2 – Active Investigation
- Phase 3 – Post-Investigation
- Phase 4 – Decision Making

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Benish", written over a faint, light-colored circular stamp or watermark.

Andy Benish  
Employee Relations Director

