

# LABOR AGREEMENT

Between



**MAPE**

**Houston County Supervisors**

And

**Houston County**

Jan 1, 2015 – Dec 31, 2017

# TABLE OF CONTENTS

PREMEABLE - .....	1
ARTICLE 1 - ASSOCIATION RECOGNITION .....	1
<u>Section 1 - Recognition</u>	
<u>Section 2 - Disputes</u>	
ARTICLE 2 - NON DISCRIMINATION .....	2
<u>Section 1 – Pledge Against Discrimination</u>	
<u>Section 2 – Association Responsibility</u>	
<u>Section 3 – Association Membership</u>	
<u>Section 4 – General Policy</u>	
<u>Section 5 – Prohibition of Harassment</u>	
ARTICLE 3 - EMPLOYER RIGHTS .....	3
ARTICLE 4 - ASSOCIATION RIGHTS .....	3
<u>Section 1 – Association/Employer Meetings</u>	
<u>Section 2 – Bulletin Boards</u>	
<u>Section 3 – Association Stewards</u>	
<u>Section 4 – Association Staff</u>	
<u>Section 5 – County E-Mail System</u>	
ARTICLE 5 - ASSOCIATION DUES .....	4
<u>Section 1 – Payroll Deduction</u>	
<u>Section 2 – Fair Share Deduction</u>	
ARTICLE 6 - EMPLOYEE RIGHTS .....	5
<u>Section 1 – Position Descriptions</u>	
<u>Section 2 – Performance Appraisals</u>	
ARTICLE 7 - SENIORITY AND PROBATIONARY PERIOD .....	6
<u>Section 1 – Seniority</u>	
<u>Section 2 – Probationary Period and Non-Certification</u>	
ARTICLE 8 - WORKING SCHEDULES .....	6
<u>Section 1 – General Provisions</u>	
<u>Section 2 – Non-Exempt Employees</u>	
ARTICLE 9 - LEAVES OF ABSENCE .....	7
<u>Section 1 – General Conditions</u>	
<u>Section 2 – Family and Medical Leave Act</u>	
<u>Section 3 – Unpaid Medical Leave</u>	
<u>Section 4 – Voluntary Furlough</u>	
<u>Section 5 – Military Leave</u>	
<u>Section 6 – Jury Duty</u>	
<u>Section 7 – Bereavement Leave</u>	
<u>Section 8 – Education Leave</u>	
<u>Section 9 – Reinstatement After Leave</u>	
ARTICLE 10 - VACATION LEAVE .....	10
<u>Section 1 – Eligibility</u>	
<u>Section 2 – Crediting Accruals</u>	
<u>Section 3 – Probationary Employees</u>	
<u>Section 4 – Vacation Use</u>	
<u>Section 5 – Vacation Approval</u>	
<u>Section 6 – Annual Vacation Accrual Reduction</u>	
<u>Section 7 – Military Leave</u>	
<u>Section 8 – Work During Vacation Period</u>	
<u>Section 9 – Vacation Donation</u>	

# TABLE OF CONTENTS

ARTICLE 11 - SICK LEAVE .....	12
ARTICLE 12 - HOLIDAYS .....	13
<u>Section 1 – Observed Holidays</u>	
<u>Section 2 – Work on a Holiday</u>	
ARTICLE 13 - DISCIPLINE & DISCHARGE .....	14
<u>Section 1 – Purpose</u>	
<u>Section 2 – Disciplinary Action</u>	
<u>Section 3 – Administrative Leave</u>	
<u>Section 4 – Personnel File</u>	
<u>Section 5 – Representation</u>	
<u>Section 6 – Statutory Appointees</u>	
<u>Section 7 – Investigation Procedures</u>	
ARTICLE 14 - GRIEVANCE PROCEDURE .....	16
<u>Section 1 – Definitions</u>	
<u>Section 2 – Time Limits</u>	
<u>Section 3 – Procedures</u>	
<u>Section 4 – Arbitration</u>	
<u>Section 5 – Veterans Preference; Arbitration Not Available</u>	
ARTICLE 15 - CELLPHONE PER DIEM .....	19
ARTICLE 16 - SALARIES AND WAGES .....	19
<u>Section 1 – Salary/Wage ranges</u>	
<u>Section 2 – Work out of Class (Banding)</u>	
<u>Section 3 – Progression Steps</u>	
<u>Section 4 – Cost of Living Adjustment</u>	
ARTICLE 17 – OVERTIME .....	19
<u>Section 1 – General Provisions</u>	
<u>Section 2 – Exempt Employees</u>	
<u>Section 3 – Non-Exempt Employees</u>	
ARTICLE 18 - UNIFORM ISSUANCE AND REIMBURSEMENT .....	20
<u>Section 1 – The Chief Deputy Sheriff and the Jail Administrator</u>	
<u>Section 2 – Highway Engineering Supervisor</u>	
<u>Section 3 – Replacement of Damaged Personal Property</u>	
ARTICLE 19 - LAYOFF AND RECALL .....	21
<u>Section 1 - Definition of Layoff</u>	
<u>Section 2 - Labor-Management Cooperation</u>	
<u>Section 3 – Sick Leave Payout and Benefits</u>	
<u>Section 4 - Layoff Procedures</u>	
<u>Section 5 - Seniority</u>	
<u>Section 5 – Notices of Vacancies</u>	
ARTICLE 20 INDEMNIFICATION .....	23
ARTICLE 21 - INSURANCE .....	23
<u>Section 1 – Health Insurance</u>	
<u>Section 2 – Life Insurance</u>	
<u>Section 3 – Eligibility</u>	
<u>Section 4 – Effective Date of Coverage</u>	
ARTICLE 22 - USE OF COUNTY VEHICLE .....	24
<u>Section 1 – Sheriff's Office and the County Department of Transportation</u>	
<u>Section 2 – Other Employees</u>	

# TABLE OF CONTENTS

ARTICLE 23 - PROFESSIONAL DEVELOPMENT .....	25
<u>Section 1 – Professional Development Organization Memberships</u>	
<u>Section 2 – Continuing Education, Licensing and Certification</u>	
ARTICLE 24 - TRAVEL EXPENSES .....	26
ARTICLE 25 - SAVINGS CLAUSE .....	26
ARTICLE 26 - DURATION .....	27
APPENDIX A .....	28
<u>POLICY AGAINST OFFENSIVE CONDUCT, HARASSEMENT, AND VIOLENCE</u>	
APPENDIX B .....	29
<u>SALARY AND WAGE GRIDS</u>	
APPENDIX C .....	32
<u>LETTER OF AGREEMENT REGARDING MAPE EMPLOYEES SUBJECT TO RANDOM DRUG AND ALCOHOL TESTING</u>	
APPENDIX D .....	33
<u>CELLULAR AND OTHER MOBILE COMPUTING DEVICES</u>	

## PREAMBLE

This Agreement is made and entered into this 1st day of January 2015, by and between the County of Houston, hereinafter referred to as the Employer and/or the County, and the Minnesota Association of Professional Employees (MAPE), hereinafter referred to as the Association, representing the Houston County professional supervisory employees, as set forth in Article 1 below.

The Employer and the Association affirm that this Agreement has as its purpose the establishment of rates of pay, hours of work, and other conditions of employment; the establishment of an equitable and peaceful procedure for the resolution of differences without interference or disruption of efficient operations of any department. The parties agree to interact with each other with mutual dignity and respect and that this Agreement is an expression of their full and complete understanding relative to all terms and conditions of employment.

If the parties mutually agree during the term of this Agreement, the Agreement may be modified by additional provisions relating to specific conditions covering the terms of employment stated herein. Any Agreement which is to be included as a part of this Agreement must so indicate, must be reduced to writing, and must be signed by the parties to this Agreement.

This preamble is intended as a policy statement and is not grievable/arbitrable under Article 14 of this Agreement.

## ARTICLE 1 - ASSOCIATION RECOGNITION

### Section 1 - Recognition

The Employer recognizes the Minnesota Association of Professional Employees (MAPE) as the exclusive representative for "All professional supervisory employees employed by the County of Houston, Caledonia, Minnesota, who are public employees with the meaning of Minn. Stat. 179A.03, Subd. 14, excluding confidential employees." <sup>1</sup>

This includes employment service that exceeds: 1) the lesser of fourteen (14) hours per week or 35% of the normal full-time work week; and 2) more than sixty-seven (67) work days per year.

Chief Deputy Sheriff	Collections/Accounting Unit Supervisor
County Assessor	County Highway Engineer
County Surveyor	DOT Accountant
Engineering Supervisor	Environmental Services Director
Financial Assistance Supervisor	Human Services Director Jail Administrator
PHN Fiscal Supervisor	PHN Home Care Coordinator
Public Health Director	Social Services Supervisor
Veteran Services Officer	

<sup>1</sup> ~~State of Minnesota Bureau of Mediation Services, Certification Unit Determination Order, dated 7/28/11.~~

## **Section 2 - Disputes**

Any disputes regarding the assignment of Employees to the appropriate bargaining unit shall be resolved in accordance with Minn. Stat. 179A.01 through 179A.25.

# **ARTICLE 2 - NON DISCRIMINATION**

## **Section 1 – Pledge against Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, marital status, sexual preference/orientation, race, color, creed, religion, disability, national origin, veterans status for all eligible veterans, current or former public assistance recipient status, political affiliation, age or as defined by statute. The Association shall share equally with the Employer the responsibility for applying this provision of the Agreement.

## **Section 2 – Association Responsibility**

The Association recognizes its responsibility as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.

## **Section 3 – Association Membership**

In accordance with applicable laws, the Employer shall not discriminate against, interfere with, restrain or coerce an employee from exercising his/her right to join or not to join the Association, or to participate in the activities of the Association in accordance with the provisions of this Agreement.

The Association shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right not to join the Association, and shall not discriminate against any employee in the administration of this Agreement because of non-membership in the Association.

## **Section 4 – General Policy**

In order to provide and to maintain a productive work environment, it shall be the policy of the Employer and the Association to encourage bargaining unit employees, Association Stewards, supervisors, and managers to interact with each other with mutual respect and dignity, recognizing that legitimate differences will arise.

## **Section 5 – Prohibition of Harassment**

See Appendix A entitled "Policy against Offensive Conduct, Harassment, and Violence."

## **ARTICLE 3 - EMPLOYER RIGHTS**

It is recognized that except as specifically modified by this Agreement, the Employer retains all managerial rights, including inherent rights and authority, necessary to operate and direct the affairs of the County and its divisions in all its various aspects. These rights include, but are not limited to: determine County policies, functions and programs; determine and establish budgets; utilization of technology; select, assign, direct, evaluate and promote employees; to plan, direct, and control all the operations and services of the Employer; to determine whether goods or services shall be provided from internal resources or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment. Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

## **ARTICLE 4 - ASSOCIATION RIGHTS**

### **Section 1 – Association/Employer Meetings**

It is agreed that representatives of the Association and of the Employer shall meet quarterly, upon request by either party, for the purpose of reviewing and discussing their common interests. By mutual agreement, other meetings may be held as the need arises at mutually agreed upon times.

### **Section 2 – Bulletin Boards**

The Employer shall furnish reasonable space on official bulletin boards for the exclusive use of the Association.

### **Section 3 – Association Stewards**

The Association may designate bargaining unit Employees to act as the Association's Stewards. The Association President shall notify the Employer in writing of the names of the Association Stewards selected as so provided in this Article. The Association President shall notify the Employer of any subsequent changes in the designation of Stewards.

The Employer agrees that during working hours, while on the County's premises and without loss of pay the Stewards shall be entitled to spend a reasonable amount of their work time in the investigation of and presentation to the Employer grievances; provided however, this activity does not unreasonably interfere with the Employees' performance of their normal work duties.

Further, the Employer agrees that during work hours, while on the County's premises that up to two (2) Stewards shall be compensated, at straight-time, for the actual time spent in negotiations. The time spent in negotiations shall not be used to create overtime or compensatory-time situations in calculating the total hours worked for any non-exempt Employee during any work week. However, reasonable time off to perform these functions shall not include travel time. The Association Steward shall first inform his/her supervisor of the Steward's impending departure from his/her work site and shall first receive approval to leave the work location. Such approval

shall not be unreasonably denied.

#### **Section 4 – Association Staff**

An Association staff person or officer shall be authorized to carry grievances in concert with or as substitute for the Association Steward.

Association representative shall have the right to enter the facilities of the County consistent with the confidentiality, and security needs of the Employer. This right may be restricted during emergency situations as determined by the Employer, but the Employer shall give a reason for the restriction. The Association representative shall not interfere with the performance of job duties or responsibilities of any County employee.

#### **Section 5 – County E-Mail System**

In the interest of maintaining an effective labor-management relationship and the efficient use of County time and resources, County e-mail accounts may be used by Association representatives for certain union activities, in accordance with County policy, state law and/or the provisions of applicable collective bargaining agreements.

County-owned property or services, including the e-mail system, may not be used for political activities, fund-raising, campaigning for union office, union organizing activities, or solicitation of employees for union membership.

Association use of County electronic communication technology, as authorized, is subject to the same conditions set forth in County policy as employee use of such technology.

### **ARTICLE 5 - ASSOCIATION DUES**

#### **Section 1 – Payroll Deduction**

The Employer shall deduct the regular bi-weekly Association dues for those Employees who are members of the Association and who request in writing to have their regular bi-weekly Association dues deducted from payroll. Authorizations for such deductions shall remain in effect until canceled by the association in writing. The Employer agrees to forward these dues to the Association at the following address:

MAPE  
3460 Lexington Ave. N, Suite 300  
Shoreview, MN 55126

#### **Section 2 – Fair Share Deduction**

In accordance with Minn. Stat. 179A.06, Subdivision 3, at the request of the Association, the Employer shall deduct a fair share fee for each employee assigned to the bargaining unit who is not a member of the Association.

## **ARTICLE 6 - EMPLOYEE RIGHTS**

### **Section 1 – Position Descriptions**

Upon request, an Employee shall be provided with a copy of his/her position description that describes the duties and responsibilities of the position. Position descriptions shall not be grievable/arbitrable under any provision of this Agreement. Position descriptions will be reviewed and updated by the Employer within three (3) months of the completion of the Employee's annual review.

Employees shall not be required to perform work other than that which is described in the job description. The Employer shall have the right to revise and/or modify any job description at any time it deems appropriate provided such changes are not arbitrary, accurately reflect the qualifications for and duties of the position, and meets the needs of the County. These changes will be discussed with the Association through Meet and Confer prior to implementation.

### **Section 2 – Performance Appraisals**

The Employer shall provide at least one (1) annual performance appraisal of the Employee's work performance. The evaluation shall be conducted by the Employee's immediate supervisor. Bargaining unit members that are department heads shall be reviewed by the County Board, utilizing a closed session as set forth Minn. Stat. 13D.05 Subdivision 3.

The performance evaluation shall provide clear examples justifying the rating given. Work plans, coaching sessions and letters of expectation are not substitutions for annual performance appraisals. Each performance appraisal shall indicate the Employee's overall level of performance. All performance appraisals shall be signed by the Employee's supervisor.

The following positions are department heads and come under the direct supervision of the County Board of Commissioners:

County Assessor, County Highway Engineer; County Surveyor; Environmental Services Director; Human Services Director; Public Health Director, and the Veteran Services Officer.

Pursuant to MS 387.145, a Chief Deputy Sheriff may be appointed by the Sheriff with the approval of the County Board. The Chief Deputy Sheriff comes under the direct supervision of the Sheriff. All other supervisors not listed above come under the direct supervision of their respective Department Heads for their assigned departments.

Nothing in this article is intended to abrogate or otherwise impair the Employer's rights set forth in Article 3 of this Agreement, including the right to reorganize County Government and the

departments within it. Employees shall be given the opportunity to sign the performance appraisal but such signing does not indicate acceptance or rejection of the appraisal. The Employee shall receive a copy of the appraisal at the time he/she signs it. The Employee shall have fifteen (15) calendar days from the date of the receipt of the finalized appraisal to file a written response in the Employee's personnel file. The substantive judgment of the supervisor

regarding the Employee's performance is not grievable/arbitrable under Article 14. The employee, within 15 days of receipt of the final signed copy of a performance appraisal may appeal the performance review in writing to the County Personnel Committee describing any differences of opinion as to their performance. The Personnel Committee shall hear the appeal at a scheduled meeting subject to the availability of the Employer and the Association Steward.

Employee's written rebuttal and/or appeal shall be affixed to the Employer's file copy and maintained in the Employee's personnel file.

**ARTICLE 7 - SENIORITY AND PROBATIONARY PERIOD**

**Section 1 – Seniority**

Seniority shall be based upon the Employee's latest date of hire in a specific department and only considered where it is practical to do so and will not adversely affect departmental operations. There are no County wide seniority rosters or rights. Departmental seniority shall be the length of continuous service in the department.

When there is a job opening within this bargaining unit, the Human Resources Office shall generate an all-County employee email of the notice of vacancy prior to, or simultaneously with any public posting of a vacancy.

**Section 2 – Probationary Period and Non-Certification**

All positions covered by this Agreement shall be subject to a probationary trial work period of twelve (12) months, based on a 2080 hour year. During such probationary period the Employer may terminate the employment with or without cause.

The probationary period shall exclude any time served in an emergency, seasonal, or temporary capacity. Notwithstanding, the maximum time an employee may serve in an interim capacity and a subsequent probationary appointment for the same position shall not exceed eighteen (18) months. Wherever practicable, an Employee serving a probationary period shall receive at least one (1) performance counseling review of his/her work performance at the approximate midpoint of the probationary period. Non-certification decisions are not subject to grievance/arbitration set forth in Article 14. Non-certification is defined as failing to gain non-probationary status.

**ARTICLE 8 - WORKING SCHEDULES**

**Section 1 – General Provisions**

Employees are expected to perform their duties in a manner that is consistent with standards of their respective positions and professions. They are responsible for the operations and management of the department and/or program and staff they oversee as set forth in applicable federal and State of Minnesota statutes and rules, the various County and departmental policies

and their position descriptions. Employees are required to document the hours they work.

### **Section 2 – Non-Exempt Employees**

Scheduled work hours are established by the Employee's supervisor of record. Non-exempt Employees do not have the option of purposely missing rest periods in order to aggregate break time so as to extend an unpaid lunch period or to leave early at the end of the day or arrive late at the start of the day. Notwithstanding the foregoing, with supervisor approval non-exempt Employees may on occasion flex their schedule.

Employees shall be provided a fifteen (15) minute rest break during each four (4) hour work shift. These breaks shall not exceed fifteen (15) minutes, including the time required to get to and from a break area. If the level of work activity necessitates an employee missing a break on occasion, the employee is not owed time off nor may the Employee carry over rest breaks from day to day.

## **ARTICLE 9 - LEAVES OF ABSENCE**

### **Section 1 – General Conditions**

Except as otherwise provided in this Agreement, whenever practicable request for leave shall be made by Employees at least one week prior to the beginning of the period of the absence. No leave of absence request shall be unreasonably denied. Reasons for a denial shall be given to the Employee upon request to so by the Employer.

An Employee on an approved leave of absence is required to contact the Employer if an extension of leave is requested. Employee's failure to contact the Employer requesting an extension prior to the end of the approved leave period shall be deemed to be a voluntary resignation and the Employee shall be severed from County service.

Accrual of vacation and sick leave benefits shall continue during a leave of absence with pay. If an Employee is granted leave without pay, the Employee will not be credited with vacation or sick leave accruals for the period of leave without pay unless otherwise required by Minnesota State or federal law.

### **Section 2 – Family and Medical Leave Act**

Some leaves provided for in this Agreement may qualify for federal Family and Medical Leave Act (FMLA) status. Sections 6381 through 6387 of title 5, United States Code, as added by Title II of the Family and Medical Leave Act 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered Federal employees with entitlement to 12 workweeks of unpaid leave during any 12-month period for the following purposes:

- the birth of a son or daughter of the employee and the care of such son or daughter;
- the placement of a son or daughter with the employee for adoption or foster care;
- the care of spouse, son, daughter, or parent of the employee who has a serious health condition; or
- serious health condition of the employee that makes the employee unable to perform the

essential functions of his or her positions.

Under certain conditions, FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. An employee may elect to substitute vacation leave and/or sick leave, consistent with current laws and regulations, for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an employee.

Parental leave, pursuant to the Minnesota State Parental Leave Act, tolls concurrently with FMLA leave if the Employee has remaining FMLA leave time until of FMLA leave is exhausted.

### **Section 3 – Unpaid Medical Leave**

Upon the recommendation of a licensed physician, an Employee who has exhausted all sick leave benefits shall be granted an unpaid leave of absence not to exceed six (6) months. Employees shall be required to exhaust his/her accumulated vacation leave prior to being granted an extended leave of absence. An Employee shall be required to furnish evidence of medical necessity for the leave to the Employer. If the Employer has evidence that an Employee's absence from work is unnecessary, or if the Employee fails to undergo an evaluation or furnish such reports as required by the Employer, the Employer has the right to require the Employee to return to work on a specified date.

### **Section 4 – Voluntary Furlough**

Upon written request of the Employee to the Department Head, Employee shall be granted up to forty (40) hours of leave without pay per calendar year with no loss of benefits. Such request shall be granted but will be scheduled by mutual agreement of the Employee and the Department Head in blocks of one (1) hour or more.

### **Section 5 – Military Leave**

In accordance with Minn. Stat. 192.261, Subd. 1, and federal law, leave 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 five (5) years, plus such additional time as the employee may be required to serve pursuant to law. Leave time for service in the military shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Employees requesting such leave shall notify their immediate supervisor as soon as possible of the need for such leave. Such notice must occur within three (3) calendar days of the employee's knowledge of the need for such leave. At an Employee's request, an

employee on unpaid military leave shall be allowed to supplement such leave with vacation leave in accordance with law. Any vacation leave used must have been accumulated prior to the start of the military leave.

### **Section 6 – Jury Duty**

When an Employee performs jury duty, is subpoenaed as a witness in court, or voluntarily serves

as a witness in a case, the Employee is entitled to compensation from the County equal to the difference between their normal rate of pay and the amount received as a juror or witness. While on such leave, an Employee will continue to accrue the benefits to which they are regularly entitled. When not impaneled for actual service and only on call, the Employee shall report to work. Whenever practicable, the Employee shall notify the Employer at least fourteen (14) days prior to the Employee's scheduled jury duty.

An Employee who is subpoenaed as a witness, or otherwise is called to testify in Court, in the scope of employment shall be compensated his/her regular wage or salary.

### **Section 7 – Bereavement Leave**

Full-time Employees may request the use of up to a maximum of three (3) consecutive scheduled work days, with pay, for bereavement in the event of the loss of a member of the Employee's immediate family. Immediate family shall be defined as the Employee's spouse, children, mother, step-mother, father, step-father, grandparents, step-grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandchildren, step children, step grandchildren and the mother, father, aunt, uncle, brother, sister, or grandparents of the Employee's spouse.

Part-time Employees shall earn pro-rata bereavement leave benefits based on their full time equivalency (FTE).

Employees shall not accrue/earn compensatory-time or over-time hours during any week they use Bereavement Leave except pursuant to Article 18, board declared emergencies.

### **Section 8 – Education Leave**

Leave shall be granted for educational purposes if such education is required by the Employer.

### **Section 9 – Reinstatement after Leave**

An Employee returning from an approved leave of absence shall be entitled to return to employment in his/her former position. Notwithstanding, if a layoff occurs during the period that the Employee is on an approved leave of absence, the Employee is subject to the layoff. Employees returning from extended leaves of absence of one (1) month or more shall notify the Employer at least two (2) weeks prior to their return from leave of their intent to return. An Employee returning from an unpaid leave of absence shall be returned at the same rate of pay the Employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the Employee been continuously employed during the period of absence. At the discretion of the Employer, an Employee may terminate his/her leave of absence prior to the previously agreed upon date of expiration of that leave of absence.

**ARTICLE 10 - VACATION LEAVE**

**Section 1 – Eligibility**

Full-time Employees shall earn paid vacation based on years of continuous service with the Employer in accordance with the following schedule:

**Section 2 – 1 Crediting Accruals**

Full time Employees shall earn paid vacation based on years of continuous service with the Employer in Accordance with the following schedule:

0 through 1 year	3.08 hours per pay period
After 1 through 5 years	3.70 hours per pay period
After 5 through 10 years	4.31 hours per pay period
After 10 through 15 years	4.93 hours per pay period
After 15 through 20 years	5.54 hours per pay period
After 20 through 26 years	6.16 hours per pay period
After 26 years	6.76 hours per pay period

Part-time employees shall earn pro-rata vacation benefits based on the number of hours worked during a calendar month.

Changes in accrual rates shall be made effective at the beginning of the next payroll period following the completion of the specified length of service requirement.

Employees, who began employment at a vacation rate higher than the vacation accrual rate listed under the 0-1 year service rate, shall advance vacation accrual rates based on years of service at each rate.

**Section 3 – Probationary Employees**

An otherwise eligible Employee may not use vacation until completing six (6) months of continuous service in a vacation eligible position. Probationary Employees who are terminated during their trial work period shall not be compensated for accumulated vacation earned during their trial work period.

**Section 4 – Vacation Use**

Vacation leave cannot be used prior to earning vacation accruals. Non-exempt employees shall take all vacation time in minimums of one quarter (1/4) hour increments. Exempt employees shall take all vacation time in minimum increments of four (4) hours. Exempt employees may flex their work hours during a pay period. Additionally, when circumstances exist that make it impossible to flex their hours during the same pay period, exempt Employees may flex their time during the next immediate pay period.

Employees on Vacation Leave status shall be charged only for the number of hours that they would have been scheduled to work during the period of absence. Holidays that occur during

vacation periods will be paid as a holiday and not charged as a vacation day. Employee vacation accruals earned while on paid leave may be utilized by the Employee with the approval of the supervisor without first returning to work.

Should an Employee become ill or disabled while on vacation, vacation leave may be changed to sick leave, effective the date of the illness or disability, upon approval of the Employee's supervisor and with written notice to the Human Resources Office.

Employees are not eligible to receive vacation pay for the same time period they are on sick-leave or are in any other pay status for the purpose of receiving double pay. When an Employee is not working because of illness or injury and has exhausted his/her sick leave, he/she shall be required to use his/her earned vacation accruals.

Employees shall not accrue/earn compensatory-time or over-time pay during any week they use Vacation Leave, except:

- Pursuant to Article 18, during board declared emergencies; and
- Non-exempt employees may accrue compensatory-time or over-time pay with the Department Head's prior approval.

### **Section 5 – Vacation Approval**

Every reasonable effort shall be made by the Employer to grant Employees Vacation Leave at a time that is agreeable to the Employee. Vacation Leave shall be subject to the service obligations of the Employee's department and shall not be arbitrarily withheld. Vacation shall only be denied for reasons of meeting the staffing needs of the Employer with the exception of vacation usage pursuant to Section 4 of this Article.

Whenever practicable, all non-department head leave requests must be in writing and submitted to the Employee's supervisor for his/her consideration. Supervisors shall respond to all vacation requests in writing within a reasonable time frame. Notwithstanding, the non-department head employees shall secure the approval of their supervisor by telephone or other means at the earliest opportunity to do so.

Department heads are required to account for their vacation usage and report such usage to the Human Resources Office for any given pay period. Additionally, Department Heads shall enter all leave on the Employer's Department Heads calendar, whenever practicable.

### **Section 6 – Annual Vacation Accrual Reduction**

Two (2) years earned vacation days may be carried over from one year to the next. Employees having accumulated two (2) years earned vacation shall be allowed to accrue additional hours for use during the calendar year, but shall reduce those hours to two years accumulation by the end of the last payroll period within the calendar year; and employees who resign or retire must have their vacation accrual reduced to the two (2) year accumulated maximum, at the time of retirement or resignation, or forfeit those hours accumulated over the two (2) year maximum. Discharge for cause, however, will result in forfeiture of all hours accumulated in excess of the two (2) year accumulated maximum.

### **Section 7 – Military Leave**

Employees on a military leave shall earn vacation leave as though actually employed without regard to the maximum accumulation set forth above. Vacation earned in excess of the maximum accumulation shall be taken within two (2) years of the date the Employee returns from the military leave.

### **Section 8 – Work during Vacation Period**

Except during an emergency, no Employee will be required to work during his/her vacation once the vacation request has been approved. The Employer shall notify the Association of any emergency declaration by the Board of Commissioners and of any vacation canceled pursuant to this Section.

### **Section 9 – Vacation Donation**

Any Houston County employee who desires to transfer (donate) accumulated vacation leave to the sick account of another employee, may voluntarily and confidentially elect to do so by completing the form available in the Human Resources Office, which indicates the name of employee to whom the leave is to be transferred/donated to, the donor's name and social security number, the number of hours (whole hours only) to be transferred, the donor's signature and current date.

Pursuant to County Policy, Employees may donate up to 32 hours of their accumulated vacation accrual per year. The donor's vacation donation will be computed at the donee's pay rate.

## **ARTICLE 11 - SICK LEAVE**

Full-time Employees shall be credited with 3.70 hours of sick leave for each pay period worked to a maximum accumulation of nine hundred sixty (960) hours. Part-time employees shall accrue sick leave benefits on a pro-rata basis based on the number of hours the Employee normally works during a calendar month.

Non- Exempt employees shall take sick-leave in one quarter (1/4) hour increments. Exempt Employees shall take sick-leave in one (1) hour increments. Sick leave cannot be granted or tolled prior to its accrual.

Sick leave shall be approved for absences for the following reasons:

- Because of illness or injury which prevents the Employee from performing job duties and responsibilities.
- Because of medical or dental care which cannot be scheduled at a time other than during the Employee's normal work day.
- To make necessary nursing care arrangements because of illness or injury to a member of the Employee's immediate family, not to exceed three (3) days. Immediate family shall be defined as the Employee's spouse, parent, child, step child, brother, sister, father-in-law, mother-in-law, grandchild or grandparent or step- grandparent or a bona fide person

living as a contributing member that is considered part of the family unit and not a tenant, renter or boarder. Additional sick leave may be used for illness or injury of an immediate family member upon approval of the Employee's supervisor.

- Employees may use their accrued personal sick leave for absences due to the illness of the Employee's child for such reasonable periods as the Employee's attendance may be necessary, on the same terms as the Employee is able to use sick leave benefits for the Employee's own illness.
- Employees may use their accrued personal sick leave for absences due to the illness of the regular caregiver for an Employee's child for reasonable periods as necessary to make other arrangements to provide care for the employee's child.

Sick leave usage shall be subject to approval and verification by the Employer. The Employer reserves the right to request medical verification from the employee at the employer's expense in the event of an absence of three (3) days or more or in the case of repeated or systematic absence of an Employee. In the case of an extended illness or injury the Employer may require, at its expense, written medical verification that an Employee is able to perform the duties of employment before the Employee is allowed to return to work.

Misuse of sick leave shall be just cause for:

- The non-payment of the sick leave benefit; and/or
- Disciplinary action as provided by Article 13 (Discipline & Discharge).

Employees who have been employed for a period of five (5) years and were not discharged for cause qualify for a severance as set forth below. Notwithstanding, employees who have been laid off may qualify for a severance pay out, regardless of years of service. Eligible employees shall be compensated for their accumulated unused sick leave at the rate of fifty (50) percent to a maximum of four hundred eighty (480) hours.

Eligible employees upon permanent separation, for reasons other than layoff or death, may opt to have such payment deposited in a post-employment health care savings plan (PEHCSP) created for the employee; or the employee may opt to convert 80 hours of unused sick leave to one (1) months paid up health insurance for the employee only.

Employees unable to report for their normal work day because of reasons established by this Article shall notify their supervisor of the absence, reason for absence, and the expected duration of the absence. Employees failing to do so may be subject to disciplinary action.

## **ARTICLE 12 - HOLIDAYS**

### **Section 1 – Observed Holidays**

The following days shall be observed as paid holidays for full-time employees:

New Year's Day	(January 1 <sup>st</sup> )
Martin Luther King Jr. Day	(Third Monday in January)
President's' Day-	(Third Monday in February)

Spring Holiday	(Friday before Easter)
Memorial Day	(Last Monday in May)
Independence Day	(July 4 <sup>th</sup> )
Labor Day	(First Monday in September)
Veteran's Day -	(November 11 <sup>th</sup> )
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving Day	(Fourth Friday in November)
Christmas Eve *	(½ day on December 24 <sup>th</sup> )
Christmas Day	(December 25 <sup>th</sup> )

\* The one half day afternoon of December 24<sup>th</sup> will only be observed when the holiday falls on a Monday through Thursday of a work week.

All employees covered by this Agreement shall be paid a full day's compensation, based on their full-time equivalency, at their base rate of pay for each of the holidays provided for by this section.

In the event that New Year's Day, Independence Day, Veteran's Day or Christmas falls on a Sunday, the following Monday shall be observed as the holiday; in the event that these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

**Section 2 – Work on a Holiday**

Non-exempt Employees required to work on a holiday specified in this Article shall receive compensatory time or be paid as wages at the rate of one and one half (1 & 1/2) times the Employee's base pay for all hours worked, in addition to the holiday pay provided for in section 1 above.

Exempt Employees required to work on a holiday specified in this Article are not entitled to over-time payments and shall be compensated their normal daily base rate of pay. Exempt employees may flex their holiday when they are required to work. When circumstances exist that make it impossible to flex their hours during the same pay period, exempt Employees may flex their time during the next immediate pay period.

**ARTICLE 13 - DISCIPLINE & DISCHARGE**

**Section 1 – Purpose**

Disciplinary action may be imposed on Employees only for just cause and shall be corrective where appropriate.

**Section 2 – Disciplinary Action**

Discipline includes the following and shall be progressive when appropriate:

1. Oral Reprimand (not arbitrable)

2. Written Reprimand

3. Suspension without Pay

(The Employer may, at its discretion, require the Employee to utilize vacation hours from the employee's accumulated vacation balance in an amount equal to the length of the suspension. All suspensions shall be served away from the worksite)

4. Discharge

If the Employer has reason to reprimand an Employee, it shall be done in a manner that is consistent with state statute and not to embarrass the Employee before other Employees, supervisors or the public. Oral reprimands shall be identified to the Employee as such. When any disciplinary action could result in sanctions more severe than an oral reprimand, the Employer must notify the Employee of his/her right to Association representation.

**Section 3 – Administrative Leave**

The Employer may place an Employee who is the subject of a disciplinary investigation on an administrative leave with pay provided a reasonable basis exists to warrant such leave. The Employer shall, as soon as practicable upon placing an employee on administrative leave, notify the Employee and the Association in writing of the reason(s) for such action. If the administrative leave extends past thirty (30) days, the Employee shall be notified of the reason(s) for the continuance of the leave.

**Section 4 – Personnel File**

Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel file.

Oral reprimands shall be documented as such in writing and maintained in a separate file for oral reprimands in the Human Resources Office. Oral reprimands shall not become a part of an employee's personnel file.

An oral reprimand shall be removed from the Human Resources Office file one (1) year following the date of the oral reprimand provided that no further disciplinary action has been taken against the Employee during that period; a written reprimand shall be removed from the Employee's personnel file provided that no further disciplinary action has been taken against the

employee for a period of two (2) years following the date of written reprimand; and documentation of a suspension without pay shall be removed from the Employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of four (4) years following the first day of the suspension without pay. Discipline that becomes eligible for removal, based upon this provision, shall not be used as a basis for any subsequent discipline of the employee, however may be used as evidence of notice of expectations.

The Employee shall have fifteen (15) calendar days from the date of the receipt of the finalized disciplinary action to file a written response in the Employee's personnel file. The Employee's written response shall be affixed to the Employer's file copy and maintained in the Employee's personnel file until such disciplinary action is removed from the personnel file.

### **Section 5 – Representation**

The Employer shall not meet with an Employee for the purpose of questioning the Employee during an investigation that may lead to discipline of that Employee without first advising the Employee of the nature of the investigation and offering the Employee an opportunity for Association representation. Any Employee waiving their right to such representation should do so in writing prior to questioning the Employee.

The Employer shall also conduct investigations in accordance with M.S. 626.89 and Post Board guidelines when applicable.

### **Section 6 – Statutory Appointees**

Nothing in this Article is intended to abrogate or diminish any provision of the following Minnesota statutes regarding the appointment, re-appointment, discipline or discharge of an Employee appointed pursuant to the following statutes and their application to the appointed positions:

- Minn. Stat. 273.061, County Assessor;
- Minn. Stat. 387.145, Chief Deputy Sheriff;
- Minn. Stat. 163.07, County Highway Engineer; and
- Minn. Stat. 197.60, County Veterans Service Officer.

Except for just cause, all appointees will be reappointed at their designated appointment dates. The Employer will notify the Association in writing, at least ninety (90) days in advance of its intent to not re-appoint an employee. The Employer shall disclose its reasons to not re-appoint.

In recognition of Minnesota State Statute 387.145, the provisions of this section do not apply to the position of Chief Deputy Sheriff.

### **Section 7 – Investigation Procedures**

At no time shall an investigation be conducted of a Department Head's employee without the direct involvement and knowledge of the Department Head, notwithstanding a conflict of interest.

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

### **Section 1 – Definitions**

A grievance shall be defined as a dispute or disagreement as to the interpretation or application of any terms of this Agreement.

The term "days" shall mean calendar days, unless otherwise specified.

The term "Employee" shall mean an individual or group of employees, or the Association, as long as the individual or groups of employees are members of the bargaining unit.

The term "Association Steward" shall mean those individuals designated by the Association in accordance with Article 4, Association Rights, Sections 3 and 4, of this Agreement.

### **Section 2 – Time Limits**

If a grievance is not presented on behalf of the Employee within a time limit set forth in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, or agreed extension thereof, it shall be considered as settled on the basis of the Employer's last answer.

It is expected that the Employer shall respond to the grievance in a timely manner. However, if no response is received within the time-frame set forth below nor has the Association granted a response time waiver, then the Association may move the grievance to the next level.

The time limits in each step may be extended by mutual written agreement of the Employer and the Association at each step.

### **Section 3 – Procedures**

#### **Informal**

An Employee who has a grievance may bring it to his/her supervisor's attention orally, indicating that it is a grievance. The Employee may discuss the grievance with his/her supervisor in an attempt to reach a satisfactory resolution.

#### **Formal**

**Step 1.** If the Association wishes to initiate a formal grievance, it shall be reduced to writing, setting forth the nature of the grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the Grievant's immediate supervisor. All grievance(s) shall be filed within twenty-one (21) calendar days after the occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days after the grievant, through the use of reasonable diligence, should have had knowledge of the event. Within ten (10) calendar days after receiving the written grievance, the Grievant's immediate supervisor and the Association Steward(s) shall arrange a meeting with or without the grievant, and attempt to resolve the grievance. The immediate supervisor shall give his/her written answer

to the Association Steward within ten (10) calendar days of the meeting. The Association may appeal the grievance in writing to Step 2 within ten (10) calendar days after the immediate supervisor's written answer is given or due.

**Step 2. Personnel Committee** - If as a result of the written response, the grievance remains unresolved, the Association may appeal the grievance in writing within fourteen (14) calendar days after the Employer's written response is given or due to the Personnel Committee. The Personnel Committee shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Association Steward.

The Personnel Committee shall be comprised of two Board Members appointed at the direction

of the Houston County Board of Commissioners and the Human Resources Director.

**Step 3. Mediation** - If as a result of the written response in step 2 the grievance remains unresolved, the Association may appeal the grievance in writing within fourteen (14) calendar days after the Employer's written answer is given or due to the Minnesota Bureau of Mediation Services. The Mediator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Association Steward.

**Step 4. Arbitration** - If no settlement is reached at Step 3 Mediation, the Association may elect to pursue arbitration. The Association must notify the Employer its intent to arbitrate the grievance within (14) days of completion of mediation. The arbitration is subject to the provisions for Public Employment Labor Relations Act, Minnesota Statute 179A, and Et.al. The selection of an arbitrator shall be made in accordance with the rules promulgated thereto.

The time limit in any step of the grievance procedure may be waived by written mutual agreement of the Employer and the Association.

#### **Section 4 – Arbitration**

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 submitted in writing by the Employer and Association and shall have no authority to make a decision on any other issue not submitted to her/him. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of federal or Minnesota State laws, rules, or regulations having the force and effect of law. The decision shall be based solely on the Arbitrator's interpretation or application of the expressed terms of this Agreement and the facts of the grievance presented. The decision of the Arbitrator shall be final and binding on the parties.

Either party may make a request of the Commissioner of the Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall, in turn, strike one name until one name remains, and the last remaining individual shall be designated as the arbitrator. The Association shall strike first. A hearing on the grievance shall be conducted promptly by the Arbitrator, and a decision shall be rendered within thirty (30) days of the date of the hearing.

The fees and expenses for the Arbitrator's services and proceedings shall borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses.

#### **Section 5 – Veterans Preference: Arbitration Not Available**

If an Employee/former employee pursues an appeal procedure under Minn. Stat. 197.46 (or other applicable Veterans' Preference Law), the Employee/former Employee shall be precluded from making an appeal under the arbitration provisions of this Agreement.

## **ARTICLE 15 - CELLPHONE PER DIEM**

For the purposes of this Agreement, Houston county Policy 9.31, Cellular and other Mobile Computing Devices, shall remain in full force and effect through December 31, 2014. Any proposed policy amendments prior to mid-night December 31, 2014 must be negotiated and reduced to writing. See Appendix D.

## **ARTICLE 16 - SALARIES AND WAGES**

### **Section 1 – Salary/Wage ranges**

The salary and wage ranges and pay grids for positions covered by this Agreement shall be those contained in Appendix B. In the event that Employees are to be assigned to newly created or newly added bargaining unit positions or classes during the life of this Agreement, the wage or salary/wage range for such position or class shall be established by the Employer which will advise the Association in advance of final establishment and upon request, discuss the new wage/salary range. The salary/wage range established by the Employer shall be based on comparability and internal consistency between positions and classes in the salary/wage plan.

### **Section 2 – Work out of Class (Banding)**

When an Employee is expressly assigned to perform substantially all of the duties of a position which is banded higher than the Employee's current position, and that is temporarily unoccupied, and the work out of class assignment exceeds ten (10) consecutive business days in duration, the Employee shall receive an increase to the minimum rate of the new class or at least one (1) step higher than the employee's current salary, whichever is greater.

### **Section 3 – Progression Steps**

Employees shall receive a one (1) step salary increase annually as set forth in Appendix B of this Agreement, on their anniversary date, provided the Employee's wage/salary does not exceed the salary range maximum rate. All increases authorized by this Section shall be effective on the Employee's anniversary date.

### **Section 4 – Cost of Living Adjustment**

Members of this Bargaining Unit shall not receive less of a Cost of Living Adjustment than any other Houston County Employee Group during the term of this Agreement.

## **ARTICLE 17 - OVERTIME**

### **Section 1 – General Provisions**

All over-time compensation shall be in accordance with the Fair Labor Standards Act.

## **Section 2 – Exempt Employees**

The normal work period for exempt Employees shall normally consist of eighty (80) hours in a two (2) week payroll period. Employees are responsible for managing and accounting for their work and may be required to regularly work in excess of their normal work day and/or eighty (80) hour payroll period.

Exempt Employees are not eligible to receive over-time pay except under the following circumstances.

Exempt Employees may receive overtime pay, upon the Board of Commissioners' declaration of natural disaster or other emergency status and a separate declaration specifically authorizing over-time payments. Additionally, all Employees must have their supervisor's written pre-authorization for all such over-time.

Board declared overtime will be paid as straight time, calculated by the Employee's equivalent hourly rate based on a 2080 hour annual base salary rate for all hours worked in excess of eighty (80) hours in a two week payroll period. The occurrence of Board declared overtime shall be dictated by influences outside the control of the County and the Employee; for example, natural disaster, pandemic, or other emergency condition. This provision shall not be grievable/arbitrable under Article 14, of this Agreement.

## **Section 3 – Non-Exempt Employees**

The normal work period for non-exempt Employees shall consist of eighty (80) hours in a two (2) week payroll period. The eighty (80) hours shall consist of two forty hour work weeks as scheduled by the Employee's immediate supervisor.

Non-exempt Employees with supervisor approval when practicable, shall be compensated, at the rate of one and one half (1-1/2) of their base hourly rate for all hours worked in excess of their forty (40) hours work week. The Employee shall have the choice to receive overtime as wages as set forth herein or compensatory time credit at a rate of one and one half (1-1/2). With supervisor approval, Employees are encouraged to flex their workday or work week to avoid the occurrence of overtime.

Compensatory time accruals shall be limited to a maximum of forty (40) hours at any time during the year. Employees who have an accumulated compensatory time balance, as of the end of the last payroll period, in any calendar year, may have their balance, or any portion of their balance, cashed out at the employee's current hourly rate, and may carry over from one year to the next. Employees who sever employment shall be compensated for their compensatory hours at their current rate of pay.

# **ARTICLE 18 - UNIFORM ISSUANCE AND REIMBURSEMENT**

## **Section 1 – Chief Deputy Sheriff and Jail Administrator**

Full-time employees of the Sheriff's Office who are required to wear a uniform will be issued the

following items as their initial uniform issuance:

- 2 long sleeve shirts
- 3 pair of pants
- 1 lightweight coat
- 1 rain coat
- 2 sets of collar brass
- 2 short sleeve shirts
- 1 neck tie
- 1 winter coat
- 2 name tags

Sheriff's Office Employees will be reimbursed up to eight-hundred dollars (\$800.00) per calendar year upon presentation of receipts to the Employer. Employees shall not receive a payment their first year of employment. Such payments shall be based on the Employee's full-time equivalency (FTE) and prorated for employees hired during the year, based on their total weeks worked.

Employees are responsible for the purchase of their uniforms. Authorized uniforms may be charged to the County as long as the purchases are properly documented and approved by their supervisor or department head. However, non-uniform clothing shall not be charged to the County.

### **Section 2 – Highway Engineering Supervisor**

The Highway Engineering Supervisor will be paid an annual clothing allowance of five-hundred, twenty-five Dollars (\$525.00) per calendar. Such payment shall be payable in December of each year. Reimbursement payments shall be based on the Employee's full-time equivalency (FTE) and prorated for employees hired during the year, based on their total weeks worked.

Employees are responsible for the purchase of their work clothes. Non-uniform work clothing shall not be charged to the County.

### **Section 3 – Replacement of Damaged Personal Property**

Personal property of the Employee, through no fault or negligence of the Employee, is damaged in the scope of performance of their duties shall be repaired or replaced by the Employer at no cost to the Employee, up to fifty dollars (\$50.00) per item. Replacement cost of Employee's eye glasses or pistol (Chief Deputy only) will be up to five hundred dollars (\$500.00). This provision does not apply towards any items damaged that are part of the uniform allowance. The determination to repair or replace the damaged property shall be made by the Employer in consultation with the Employee.

## **ARTICLE 19 - LAYOFF AND RECALL**

### **Section 1 - Definition of Layoff**

The Employer may layoff an Employee by reason of abolition of the position, shortage of work or funds, or other reasons outside the Employee's control, not reflecting discredit on the service

of the Employee. A layoff occurs when an Employee's hours of work are reduced for a period of longer than ten (10) consecutive working days. However, Employees who have requested and have been authorized to work less than their regular appointed weekly hours of work shall not be

deemed to have been laid off.

## **Section 2 - Labor-Management Cooperation**

Whenever the Employer initiates a planning process or management study which is anticipated to result in layoff, the Employer will meet and confer with the Association during the decision planning phase and again during the implementation planning phase. The Employer's Employee Assistance Program will be made available to all affected employees.

## **Section 3 – Sick Leave Payout and Benefits**

Qualified Employees served with notice of Layoff, as defined in Section 1 of this Article, shall be compensated for their accumulated unused sick leave pursuant to Article 11, above. Additionally, the Employer agrees to pay the Employer's monthly premium contribution for health benefits as set forth in Article 21, Section 1 below for up to three (3) months to qualified Employees.

## **Section 4 - Layoff Procedures**

### **Determination of Position(s)**

The Employer shall determine the position(s) and employment condition and work location which is to be eliminated.

Probationary and emergency Employees shall be terminated before any layoff of regular-status Employees. Probationary Employees shall be separated in inverse order of the date of their probationary appointments.

### **Advance Notice**

In the event a layoff becomes necessary, the Employer shall notify the Association Business Manager of the position(s), classification(s), number of positions, and the employment condition(s) to be eliminated thirty (30) calendar days whenever practicable, but at least twenty-one (21) calendar days prior to the effective date of the anticipated layoff. At least twenty-one (21) calendar days prior to the effective date of the layoff, the Employer shall give written notice of the layoff, including the reason(s) therefore, estimated length of the layoff period and layoff options available to all Employee(s) scheduled to be laid off. Copies of all layoff notices shall be concurrently mailed to the Association Business Manager.

### **Layoff Notification**

Layoffs which are necessary shall be on the basis of inverse seniority whenever applicable. The Employer shall send a layoff notice to the Employee who occupies the position to be eliminated, with a copy to the Association Business Manager.

### **Recall**

Employees shall be recalled from layoff in the order in which their names appear on the layoff list as may be applicable provided that the employee being recalled is capable of performing the duties of the position. An Employee shall be notified of recall by personal notice, mail (return

receipt required), or email (Employee's e-mail response required) sent to the Employee's last known address (or email address) at least fifteen (15) calendar days prior to the reporting date.

The Employer shall notify Employee by email only if the Employee has approved of this method of notice in writing. The Employee shall notify the Employer by certified mail (return receipt required) or e-mail within five (5) calendar days of receipt of notification of intent to return to work and shall report to work on the reporting date unless other arrangements are made. It shall be the Employee's responsibility to keep the Employer informed of his/her current address, and e-mail address, if applicable.

**Section 5 - Seniority**

Seniority shall not be interrupted layoff, except for Employee failure to respond to a recall from layoff as set forth herein.

**Section 6 – Notices of Vacancies**

Employees who receive a notice of layoff shall receive copies of all external vacancy notices for their previous department or program and all supervisory notices of vacancy prior to the dissemination of such for a competitive search. Additionally, Employees on layoff status shall have their application materials given priority consideration prior to the review of other applications.

**ARTICLE 20 - INDEMNIFICATION**

The Employer agrees to defend and indemnify Employees in accordance with Minnesota Statute 466.07, Et al., as may be amended.

**ARTICLE 21 - INSURANCE**

**Section 1 – Health Insurance**

The Employer shall maintain a hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier. Changes in the benefit level of the hospital medical insurance program will be negotiated with the Association except those required by law.

Members of the Association shall not receive less of an insurance benefit than any other Houston County Employee Group during the term of this Agreement.

Full-time Employees may elect to enroll for individual (single) or dependent (family) coverage as set forth below:

Effective January 1, 2015, the single coverage contribution by the County \$1000 CMM plan shall be 95% of the single premium for the \$1000 CMM plan. The single contribution by the County for the \$3,250 CDHP shall be 95% of the single premium for the plan. Effective January 1, 2015, the County contribution rate for dependent/family coverage for employees choosing the \$1000 CMM plan shall be 85% of the plan premium. The family/dependent contribution by the

County for the \$6,500 CDHP shall be 85% of the plan premium.

Additionally, qualified employees electing the \$3,250/\$6500 CDHP shall receive County contributions in the amount of fifty percent (50%) of the deductible into a VEBA or HSA Health Care savings account. Such contributions shall be made in four equal installments payable in conjunction with the 1st pay period of January, April, July, and October.

The County reserves the right to eliminate any health plan option from the annual enrollment options listing should the enrollment in any plan decrease to less than ten (10) employees county-wide at any time during that current calendar year. The effective date for plan option elimination would be January 1st of the subsequent calendar year. The minimum plan offering will include one (1) CMM plan option conditioned upon the underwriter's agreement to waive the 10 employee minimum enrollment requirement and the premium be within ten (10%) of the CDHC premium cost.

In the event a County Health Benefits Insurance committee is formed by the Employer for the purpose of providing input regarding health benefits coverage, the Association reserves the right to appoint one member of this bargaining unit to represent the Association.

### **Section 2 – Life Insurance**

The Employer shall provide a term life insurance program subject to the limitations; benefits and conditions established by the contract between the Employer and the insurance carrier to the employees, at no cost to Employees. The term life insurance program shall provide a \$10,000 death benefit. The Employer will also provide access to additional life insurance through a company approved by the County.

### **Section 3 – Eligibility**

Employees may participate in the group health and life insurance programs, described in this Article if they are regularly scheduled to work at least 1040 hours in a twelve consecutive month period. Employees schedule to work less than 2080 hours in twelve but more than 1040 hours during a consecutive month period may elect to enroll in the insurance benefits and the Employer will pay a pro-rated portion of the premium cost and CDHP contribution.

### **Section 4 – Effective Date of Coverage**

Insurance coverage shall be effective the first day of the month following thirty days of employment with the County.

## **ARTICLE 22 - USE OF COUNTY VEHICLE**

### **Section 1 – Sheriff's Office and the County Department of Transportation**

The Chief Deputy Sheriff and the County Highway Engineer have County vehicles assigned to them individually. Further, the Chief Deputy Sheriff and the County Highway Engineer are

permitted to take the County assigned vehicle home. During such time that the Employee is on duty or on-call it is recognized that an Employee may use an Employer vehicle for personal use. Notwithstanding the foregoing, family members, non-Sheriff's Office employees or other members of the public shall not be transported in a County owned vehicle unless the persons are in the vehicle pursuant to County business or they represent another governmental entity and are ride sharing with a County Employee. The transportation of any family member for business purposes requires the pre-approval by the County Board of Commissioners and is limited to travel related to a specified County business related event. Sheriff's Office Employees shall adhere to all Sheriff's Office and County policies regarding standards of practice and safety while transporting passengers in County vehicles.

### **Section 2 – Other Employees**

Employees authorized to use County vehicles will adhere to all County and relevant department policies governing the use of vehicles. It shall be the responsibility of the Employer to notify the Employee of all current and up-dated policies. Employees shall adhere to all County policies regarding standards of practice and safety.

## **ARTICLE 23 - PROFESSIONAL DEVELOPMENT**

### **Section 1 – Professional Development Organization Memberships**

In general funding for professional development and Employee membership in professional associations will be addressed through the annual departmental budget process and approved by the Employee's supervisor.

### **Section 2 – Continuing Education, Licensing and Certification**

The Employer agrees to pay tuition and fees for any mandated re-licensing, certification and testing, and training expenses, continuing education, that is required for the Employee to maintain Employer required certifications.

The County will pay necessary and reasonable expenses incurred by Employees to attend training sessions, workshops, or conferences that are within the Departments training budget and approved by the Department Head. Employees shall be reimbursed for the following expenses: lodging, parking, meals, mileage, and registration, upon submission of receipts accompanied by the reimbursement request.

Highway Department of Transportation employees hired prior to January 1, 2015 shall each receive \$1,250.00 annually for professional certifications. This payment shall be made in December of each contract year. Employees must supply the Employer with copies of all certifications to be place in their personnel file.

**ARTICLE 24 - TRAVEL EXPENSES**

Employees shall be reimbursed the actual cost to attend supervisor approved conferences, trainings, and workshops for the following expenses: lodging, parking, and registration, upon submission of receipts accompanied by the reimbursement request(s).

The Employer shall pay for the actual cost, not to exceed the following amounts, for meals and gratuity when conducting business outside the County:

Breakfast:	\$10.00
Lunch:	\$11.00
Dinner	\$15.00

To be eligible for breakfast, the representative must need to leave prior to 6:00 A.M. To be eligible for dinner allowance, the representative must be unable to reach home prior to 6:00 P.M. Receipts are required for meals.

When an employee is eligible to receive reimbursement for all three meals, the Employer shall pay the actual cost of receipted meal and gratuity expenses, when business is conducted outside the County, not to exceed a total of thirty-three dollars (\$36.00) per day. The Employee may not aggregate meal per diems for meals that are supplied by the conferences or training event, and lodging facilities.

The County will not reimburse employees for alcoholic beverages, fines, personal entertainment, or valet services.

Employees who use their personal vehicle for County business shall receive mileage reimbursement at a rate equal to the prevailing Federal rate, as established by the General Services Administration (GSA) and adopted by the County Board of Commissioners.

**ARTICLE 25 - SAVINGS CLAUSE**

This Agreement is intended to be in conformity with all applicable and valid federal and State of Minnesota laws and rules and regulations promulgated there under having the force and effect of law. In the event that any provision of this Agreement is found to be inconsistent with such statutes, rules or regulations, the provisions of the latter shall prevail. If any provision of this Agreement is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then such revisions shall be considered void, but all other valid provisions shall remain in full force and effect.

To the extent that the terms of this Agreement and the Personnel Policy of the County of Houston conflict, the terms and conditions of employment set forth in this Agreement shall control.

**ARTICLE 26 - DURATION**

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective on January 1, 2015, and shall remain in full force and effect through the 31st day of December 2017.

This Agreement shall remain in full force and effect 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 a Successor Agreement has not been agreed upon by an expiration date of this Agreement as provided for in paragraphs 1 or 2 above, either party may terminate this Agreement by the serving of written notice upon the other party not less than sixty (60) calendar days prior to the desired termination date which shall not be before the expiration date provided above. However, neither party may serve such notice of termination of this Agreement if the other party is making best efforts to negotiate in good

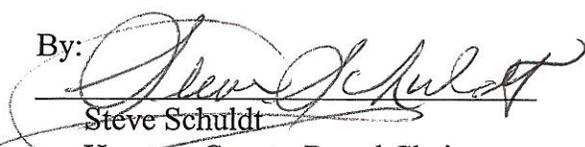
Agreed to this \_\_\_ day of September 2015, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the Employer and the Association.

*Therefore, in witness hereof:*

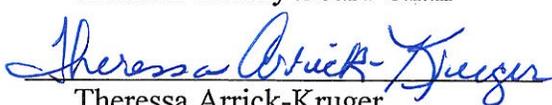
**FOR THE EMPLOYER**

Date: September 22, 2015

By:

  
Steve Schuldt

Houston County Board Chair

  
Theresa Arrick-Kruger

Human Resources Director

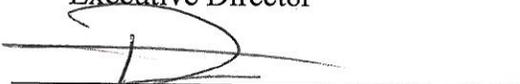
**FOR THE ASSOCIATION**

Date: September 17, 2015

By:

  
Dan Holub

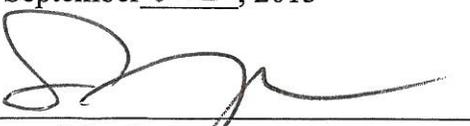
Executive Director

  
Dan Engelhart

Business Agent

**Approved as to Form and Content**

Date: September 22, 2015

  
Samuel Jandt

Houston County Attorney

**APPENDIX A**  
**POLICY AGAINST OFFENSIVE CONDUCT, HARASSEMENT, AND VIOLENCE**

The Employer and the Association recognize that no Employee should be subject to harassment and/or discrimination. To this end the County Board of Commissioners has adopted, "Policy Against Offensive Conduct, Harassment, and Violence". Employees deeming themselves the victims of sexual harassment are referred to this policy as well as Minn. Stat. Chapter 363, entitled "Department of Human Rights" and to the remedies pursuant to the grievance procedures set forth in Article 14.

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**APPENDIX B**

**SALARY AND WAGE GRIDS**

2015 Wage/Salary Grid

January - December

(2% increase over 2014 wage/salary grid)

\*Grid represents hourly equivalents for Exempt employees, based on a 2080 hour work year.

2.00% BANDING	POSITION	STEP 1 2080 HRS	STEP 2 2080 HRS	STEP 3 2080 HRS	STEP 4 2080 HRS	STEP 5 2080 HRS	STEP 6 2080 HRS	STEP 7 2080 HRS	STEP 8 2080 HRS	STEP 9 2080 HRS
C41	DOT Accountant	\$19.92	\$20.72	\$21.50	\$22.29	\$23.09	\$23.89	\$24.71	\$25.57	\$26.47
C41	PHN Fiscal Supervisor	\$19.92	\$20.72	\$21.50	\$22.29	\$23.09	\$23.89	\$24.71	\$25.57	\$26.47
C41	Veterans Service Officer	\$19.92	\$20.72	\$21.50	\$22.29	\$23.09	\$23.89	\$24.71	\$25.57	\$26.47
C41-2	Jail Administrator	\$24.02	\$24.99	\$25.99	\$26.97	\$27.96	\$28.93	\$29.94	\$30.98	\$32.06
C42	Financial Assistance Supervisor	\$21.03	\$21.90	\$22.80	\$23.67	\$24.58	\$25.45	\$26.33	\$27.24	\$28.20
C43	Engineering Supervisor	\$22.24	\$23.14	\$24.02	\$24.90	\$25.81	\$26.70	\$27.63	\$28.60	\$29.59
C44	County Surveyor	\$22.88	\$23.82	\$24.71	\$25.63	\$26.55	\$27.50	\$28.45	\$29.45	\$30.48
C51	PHN Homecare Coordinator	\$28.20	\$29.20	\$30.16	\$31.16	\$32.14	\$33.12	\$34.28	\$35.48	\$36.27
C52	Social Services Supervisor	\$24.84	\$25.86	\$26.84	\$27.85	\$28.86	\$29.87	\$30.92	\$31.99	\$33.11
C52-3	Chief Deputy Sheriff	\$30.39	\$31.62	\$32.83	\$34.09	\$35.31	\$36.57	\$37.84	\$39.17	\$40.51
C53	County Assessor	\$26.27	\$27.32	\$28.38	\$29.47	\$30.53	\$31.62	\$32.72	\$33.86	\$35.02
D61	Environmental Services Director	\$28.78	\$30.65	\$32.61	\$34.53	\$36.47	\$38.37	\$39.71	\$41.10	\$42.57
D61	Public Health Director	\$28.78	\$30.65	\$32.61	\$34.53	\$36.47	\$38.37	\$39.71	\$41.10	\$42.57
D62	Highway Engineer	\$30.46	\$32.47	\$34.35	\$36.55	\$38.59	\$40.64	\$42.05	\$43.53	\$45.05
D63	Human Services Director	\$32.51	\$34.60	\$36.67	\$38.79	\$40.89	\$43.00	\$44.50	\$46.06	\$47.72

2016 Wage/Salary Grid  
January - December  
(2.5% increase over 2015 wage/salary grid)

\*Grid represents hourly equivalents for Exempt employees, based on a 2080 hour work year.

2.50% BANDING	POSITION	STEP 1 2080 HRS	STEP 2 2080 HRS	STEP 3 2080 HRS	STEP 4 2080 HRS	STEP 5 2080 HRS	STEP 6 2080 HRS	STEP 7 2080 HRS	STEP 8 2080 HRS	STEP 9 2080 HRS
C41	DOT Accountant	\$20.42	\$21.24	\$22.04	\$22.85	\$23.67	\$24.49	\$25.33	\$26.21	\$27.13
C41	PHN Fiscal Supervisor	\$20.42	\$21.24	\$22.04	\$22.85	\$23.67	\$24.49	\$25.33	\$26.21	\$27.13
C41	Veterans Service Officer	\$20.42	\$21.24	\$22.04	\$22.85	\$23.67	\$24.49	\$25.33	\$26.21	\$27.13
C41-2	Jail Administrator	\$24.62	\$25.61	\$26.64	\$27.64	\$28.66	\$29.65	\$30.69	\$31.75	\$32.86
C42	Financial Assistance Supervisor	\$21.56	\$22.45	\$23.37	\$24.26	\$25.19	\$26.09	\$26.99	\$27.92	\$28.91
C43	Engineering Supervisor	\$22.80	\$23.72	\$24.62	\$25.52	\$26.46	\$27.37	\$28.32	\$29.32	\$30.33
C44	County Surveyor	\$23.45	\$24.42	\$25.33	\$26.27	\$27.21	\$28.19	\$29.16	\$30.19	\$31.24
C51	PHN Homecare Coordinator	\$28.91	\$29.93	\$30.91	\$31.94	\$32.94	\$33.95	\$35.14	\$36.37	\$37.18
C52	Social Services Supervisor	\$25.46	\$26.51	\$27.51	\$28.55	\$29.58	\$30.62	\$31.69	\$32.79	\$33.94
C52-3	Chief Deputy Sheriff	\$31.15	\$32.41	\$33.65	\$34.94	\$36.19	\$37.48	\$38.79	\$40.15	\$41.52
C53	County Assessor	\$26.93	\$28.00	\$29.09	\$30.21	\$31.29	\$32.41	\$33.54	\$34.71	\$35.90
D61	Environmental Services Director	\$29.50	\$31.42	\$33.43	\$35.39	\$37.38	\$39.33	\$40.70	\$42.13	\$43.63
D61	Public Health Director	\$29.50	\$31.42	\$33.43	\$35.39	\$37.38	\$39.33	\$40.70	\$42.13	\$43.63
D62	Highway Engineer	\$31.22	\$33.28	\$35.21	\$37.46	\$39.55	\$41.66	\$43.10	\$44.62	\$46.18
D63	Human Services Director	\$33.32	\$35.47	\$37.59	\$39.76	\$41.91	\$44.08	\$45.61	\$47.21	\$48.91

2017 Wage Grid  
January - December

(3% increase over 2016 wage/salary grid)

\*Grid represents hourly equivalents for Exempt employees, based on a 2080 hour work year.

3.00% BANDING	POSITION	STEP 1 2080 HRS	STEP 2 2080 HRS	STEP 3 2080 HRS	STEP 4 2080 HRS	STEP 5 2080 HRS	STEP 6 2080 HRS	STEP 7 2080 HRS	STEP 8 2080 HRS	STEP 9 2080 HRS
C41	DOT Accountant	\$21.03	\$21.88	\$22.70	\$23.54	\$24.38	\$25.22	\$26.09	\$27.00	\$27.94
C41	PHN Fiscal Supervisor	\$21.03	\$21.88	\$22.70	\$23.54	\$24.38	\$25.22	\$26.09	\$27.00	\$27.94
C41	Veterans Service Officer	\$21.03	\$21.88	\$22.70	\$23.54	\$24.38	\$25.22	\$26.09	\$27.00	\$27.94
C41-2	Jail Administrator	\$25.36	\$26.38	\$27.44	\$28.47	\$29.52	\$30.54	\$31.61	\$32.70	\$33.85
C42	Financial Assistance Supervisor	\$22.21	\$23.12	\$24.07	\$24.99	\$25.95	\$26.87	\$27.80	\$28.76	\$29.78
C43	Engineering Supervisor	\$23.48	\$24.43	\$25.36	\$26.29	\$27.25	\$28.19	\$29.17	\$30.20	\$31.24
C44	County Surveyor	\$24.15	\$25.15	\$26.09	\$27.06	\$28.03	\$29.04	\$30.03	\$31.10	\$32.18
C51	PHN Homecare Coordinator	\$29.78	\$30.83	\$31.84	\$32.90	\$33.93	\$34.97	\$36.19	\$37.46	\$38.30
C52	Social Services Supervisor	\$26.22	\$27.31	\$28.34	\$29.41	\$30.47	\$31.54	\$32.64	\$33.77	\$34.96
C52-3	Chief Deputy Sheriff	\$32.08	\$33.38	\$34.66	\$35.99	\$37.28	\$38.60	\$39.95	\$41.35	\$42.77
C53	County Assessor	\$27.74	\$28.84	\$29.96	\$31.12	\$32.23	\$33.38	\$34.55	\$35.75	\$36.98
D61	Environmental Services Director	\$30.39	\$32.36	\$34.43	\$36.45	\$38.50	\$40.51	\$41.92	\$43.39	\$44.94
D61	Public Health Director	\$30.39	\$32.36	\$34.43	\$36.45	\$38.50	\$40.51	\$41.92	\$43.39	\$44.94
D62	Highway Engineer	\$32.16	\$34.28	\$36.27	\$38.58	\$40.74	\$42.91	\$44.39	\$45.96	\$47.57
D63	Human Services Director	\$34.32	\$36.53	\$38.72	\$40.95	\$43.17	\$45.40	\$46.98	\$48.63	\$50.38

**APPENDIX C**  
**LETTER OF AGREEMENT REGARDING MAPE EMPLOYEES SUBJECT TO**  
**RANDOM DRUG AND ALCOHOL TESTING**

WHEREAS, the County of Houston (hereinafter, "County") and the Minnesota Association of Professional Employees (hereinafter, "Association") are parties to a Collective Bargaining Agreement; and

WHEREAS, during the course of negotiations for the Collective Bargaining Agreement, Houston County's Alcohol and Drug Policy (H C Policy No. 9.28) and its applicability to Association Employees was discussed; and

WHEREAS, the County and the Association reached agreement regarding applicability of the policy;

NOW, THEREFORE, BE IT RESOLVED, THAT, the County and the Association agree that Association employees subject to random drug and alcohol testing under the County's Alcohol and Drug Policy are limited to those individuals whose primary job responsibility fall within the Sheriff's Office; and

BE IT FURTHER RESOLVED, THAT, the County and the Association agree that no other Association employees are subject to random drug and alcohol testing under the County's Alcohol and Drug Policy without further negotiations between the Parties.

FOR THE COUNTY:

FOR THE UNION:

9/22/2015  Dan Hebb 9-17-15  
Date Date

9/22/15  Theresa Arick-Kreger 9-17-15  
Date Date

**APPENDIX D**  
**CELLULAR AND OTHER MOBILE COMPUTING DEVICES**

### 9.31.0 INTRODUCTION

#### 9.31.0-1 Purpose

Electronic communication is an important part of contemporary business practices. The purpose of this procedure is to clarify employee stipend eligibility as well as County Board and Department Head responsibilities associated with provision of taxable stipends for the use of personally owned cellular devices and mobile computing devices.

#### 9.31.0-2 Definitions

**Cellular Phone** means a telecommunication device with voice capability and does not have internet browsing capabilities.

**Mobile Computing Devices (smart devices)** are portable computing and telecommunications devices that can execute programs. This definition includes, but is not limited to, notebooks, Smart Phones, Palm Pilots, personal digital assistants, iPods, BlackBerry devices, and cell phones with internet browsing capability. Use of a mobile computing device may or may not require a wireless communication service plan or incur connection charges.

### 9.31.1 ELIGIBILITY FOR STIPEND

#### 9.31.1-1 Financial Accountability

Employees may be paid a stipend if the Board determines that it is financially advantageous for the County to pay individual employees a stipend rather than to provide a County owned cellular device.

The Stipend rates are:

- Thirty dollars per month (\$30) for cellular phones ; and
- Fifty dollars per month (\$50) mobile computing devices.

The Department Head shall evaluate the expenses and the participation criteria set forth in this policy and submit his/her evaluation to the Board consideration during the annual budget process.

#### 9.31.1-2 Eligibility for Cellular Phone or Mobile Computing Device Stipend

The County may provide a stipend for use of a personally owned cellular phone or a mobile computing device, to an employee if it is determined by the Board of Commissioners to be a necessary business expense. The County Board shall determine whether the use of a cellular phone or a Mobile computing device is appropriate to meet the communication needs of specific positions based on the actual need for immediate voice and email access and response and not employee convenience, preference or title pursuant to the following criteria:

- use of the device is integral to the performance of the employee's job duties; and

- the employee performs a substantial portion of his/her work away from his/her assigned office area and needs to be contacted on a regular basis by the Department Head or other employees for assigned duties; and
- the employee is not on unpaid leave. The stipend payment shall be pro-rated for all periods of unpaid leave; or
- it is a job requirement that the employer be able to regularly reach the employee outside of the employee's normal work hours for work requiring immediate attention.

*Notice: Houston County is not required to provide employees a stipend. A determination as to whether an employee meets the eligibility criteria for a mobile computing device stipend versus a cellular phone stipend shall not be based on title or position but rather on the business necessity of the County.*

**9.31.1-3 Authorization.** To be approved for a stipend under this policy, the following procedures are applicable:

- the department head of the requesting employee must determine if the employee meets the threshold eligibility requirements in 9.31.1-2 above and makes a formal recommendation to the Houston County Board of Commissioners; and
- the stipend is approved by the Houston County Board of Commissioners during a regular or special session of the board; and
- Documentation or other statement in support of the decision to issue the device and plan must be retained by the appropriate Department Head consistent with records retention standards and be available for review and audit.

**9.31.1-4 Annual review**

The Department Head shall evaluate the expenses and the participation criteria set forth in this policy and submit his/her evaluation and recommendation to the Board for consideration during the annual budget process.

*Notice: The Department Head may require proof of usage for County Business in order to determine both initial stipend and/or continuation of stipend eligibility.*

**9.31.2 REIMBURSEMENT FOR INCREMENTAL EXPENSES**

Occasional business call expenses made from an employee's personal cellular device are eligible for reimbursement with Department Head approval if:

- the employee does not receive a regular stipend; and
- the employee has not been issued a County owned cellular device; and
- The employee has incremental costs that were necessary, unavoidable and directly attributable to the business calls.

### 9.31.3 SHARED CELLULAR DEVICES

The Department Head may determine a County owned cellular device is necessary for the efficient operation of a department and the cellular device will be used by more than one individual.

- A department cellular device shall be used *solely* for County business purposes.
  
- The equipment must be designated as property of the County and must be returned to the department daily or as required by the Department Head.
  
- Purchase of department cellular devices must be approved by the Board of Commissioners.
  
- The Department Head shall be the responsible party for each department cellular device and compliance with this procedure.

### 9.31.4 EMPLOYEE RESPONSIBILITIES

An employee who receives a stipend pursuant to this procedure is responsible for:

- ensuring that the device is available for service during applicable business hours and other hours as needed;
- immediately returning any shared device pursuant to department policy, upon request by the employee's supervisor or upon the end of employment;
  - compliance with the Minnesota Government Data Practices Act and Health Insurance Portability and Accountability Act; and
- compliance with the provisions in this and all other County policies when using his/her phone for County purposes.

*Notice: Failure to follow relevant laws and internal policies may be grounds for discipline up to and including termination.*

### 9.31.5 POLICY TRANSITION

**The county will transition to this policy over a period of time to allow for the expiration of contracts currently in place with cell phone service providers. Existing service contracts with cell phone service providers will be allowed to expire at the date set in the individual contract. Department Heads are to arrange the transition to a taxable stipend.**

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S-1.1 Related Documents:

HC Policy 9.20 Employee Code of Ethics

HC Policy 9.31 Cellular and Other Mobile Computing Devices

HC Policy. 9.29 Data Practices Policy and Compliance Manual

HC Policy 9.40 Report/Complaint of Discrimination/Harassment Investigation and Resolution

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*Authenticated by:*

*Laurence Connery*

*Houston County Board Chair*

*Date of Adoption: 2004*

*Date of Revisions: October 5, 2010*