

AGREEMENT

BETWEEN

STEELE COUNTY BOARD OF COMMISSIONERS

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO, COUNCIL 65, LOCAL 147**

HIGHWAY UNIT

TERM:

JANUARY 1, 2021 THROUGH DECEMBER 31, 2022

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PREAMBLE

Section A. This Agreement entered into by the Steele County Board of Commissioners, hereinafter referred to as the Employer, and Local 147, affiliated with Council 65 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the establishment of an equitable and peaceful procedure for the resolution of grievances, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 RECOGNITION

Section A. The Employer recognizes the Union as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for all employees in the bargaining unit composed of:

All employees in the classification of: Maintenance Technician, Maintenance Technician Mechanic, and Engineering Technician, employed by the Steele County Highway and Engineering Department, Owatonna, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees.

Section B. The Employer will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees as are defined in Section A of this Article, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive bargaining agent for said employees. Covered employees will not request any action by the Employer which will violate the provisions of this Section.

Section C. Disputes which may occur between the Employer and the Union as to the inclusion or exclusion of a new or revised job classification in the unit defined above shall be referred to the Bureau of Mediation Services for determination.

ARTICLE 2 EFFECTS OF STATUTES

Section A. The parties recognize that certain terms and conditions of employment are established by statutes of the State of Minnesota and the United States of America. It is the intention of the parties that this Agreement supplement such statutes. In the event this Agreement is in conflict with such statutes, the latter shall prevail.

**ARTICLE 3
MANAGEMENT RIGHTS**

Section A. The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions, policies and programs; to set and amend budgets; to determine the utilization of manpower and technology; to establish and modify the organizational structure; to select, assign, direct and determine the number of personnel; to establish work schedules, and to perform any managerial function not specifically limited by this Agreement. All rights and authority which the Employer has not specifically abridged, delegated or modified by express provisions of this Agreement are retained by the Employer.

Section B. The Employer signatories to this contract shall have the right to designate responsibility for Employer functions required under this Agreement pursuant to applicable statutory provisions and to designate representatives authorized to act on their behalf with respect to matters arising under this Agreement.

**ARTICLE 4
UNION SECURITY**

Section A. The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Section B. All employees who are covered by this Agreement and who are not members of the Union may be required by the Union to contribute a Fair Share/Agency fee for services rendered by the Union as provided by MN Statutes 179A.06, Subdivision 3. The Employer, upon written notification by the Union, shall deduct from the wages of each non-member the amount so certified and transmit to the Union the total amount so deducted, together with a list of the names of employees, along with other pertinent employee information from whose pay deductions were made and the amount of the deduction, and

The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Deductions shall be based upon the amounts certified as correct from time to time by AFSCME Council 65 and shall be made, continued, and terminated in accordance with the terms of said authorization card. Fair Share fees will be withheld by applicable law. Such monies shall be remitted in a reasonable manner as directed by the Union. Management shall provide a list of members of AFSCME Council 65 to the membership vice chairperson monthly.

Section C. Indemnity. The Union agrees to indemnify and hold the Employer harmless against any claim, suit, order or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Section D. Employees who are elected by the Union to act as stewards shall not suffer a loss in pay when investigating grievances or presenting grievances to the Employer. Employees who are elected by the Union to the negotiating committee will not be paid when participating in contract negotiations with the Employer. The parties agree that negotiating time shall be scheduled during non-work hours where practical.

ARTICLE 5 WORK FORCE

Section A. Initial Probationary Period. All employees who are original hires or rehires following separation shall serve a probationary period of six (6) months. The probation period may be extended to a maximum of up to three (3) months by agreement between the employee and Employer.

1. As a matter of policy, the Employer will normally evaluate in writing and discuss evaluations with new employees on or about the completion of five hundred twenty (520) and eight hundred sixty-seven (867) compensated hours of service. During the probationary period, an employee may be terminated at the sole discretion of the Employer, and such termination shall not be a violation of this Agreement. Such action shall not be grievable.
2. Employees shall, during the probationary period, accumulate sick leave and vacation. However, during the probationary period, employees may request the use of accumulated sick leave, but not accumulated vacation.
3. Compensatory time may be earned and used during the probationary period.

Section B. Promotional Practices. Notices of all vacancies and newly created positions in the bargaining unit shall be sent electronically, and the employees shall be given five (5) days to fill the vacancy or new position. The Employer shall determine the most qualified applicant from among the employee applicants as well as from among applicants outside the bargaining unit. Seniority shall be one of the considerations in making such selection. The determination of the Employer as to who shall be promoted is final.

Section C. Promotional Probationary Period.

1. Promoted employees shall serve a probationary period of six (6) consecutive months of work. The promotional probationary period shall serve as a period of time during which the employee shall demonstrate ability to perform the specific position duties and responsibilities.
2. At any time during the promotional probationary period, employees may be returned to their previously held position by the Employer. Employees returned

to the previously held job position during a promotional probationary period shall be compensated at the salary rate for the classification to which returned.

3. During the first 30 days of a promotional probationary period, the promoted employee shall have the right to revert to the previously held position.
4. Nothing in this Article shall limit the Employer's right to transfer employees or to reassign duties to include functions properly assignable to the classification or to lower classifications. Any employee who is laterally transferred at the Employer's option shall not be subject to a probationary period, except as may otherwise apply due to a recent employment or promotion change.
5. Any employee demoted to their former position by the Employer shall have the right to file a grievance, but the matter shall not be grievable beyond Step 3.

Section D. Layoff and Recall. In the event of a reduction in force, the Employer shall first lay off probationary, temporary, and seasonal employees before laying off any bargaining unit employees in the classification. Thereafter, the lay-off shall be by classification in inverse order of bargaining unit seniority. An employee who is laid off shall have the right to displace a less senior employee in an equal or lower paying classification, provided the displacing employee can qualify within 520 compensated hours. A laid off bargaining unit employee may bump any seasonal, temporary or probationary employee in any position for which the bumping bargaining unit employee is immediately qualified. An employee who is displaced shall, in turn, have the right to displace a less senior employee, subject to the same conditions. Recall from layoff shall be by classification in inverse order of layoff or displacement from the classification. No vacancies in the classification shall be filled by promotion or hiring until all employees who have been laid off and displaced from the classification and who wish to return to work in the classification have been recalled. Notice of recall shall be sent to employees at their last known address by Registered or Certified Mail. If the employee fails to report for the job to which he or she has been recalled within ten (10) calendar days from the date on which the notice of recall was mailed, the employee shall lose his or her right to recall. The Employer shall not employ any seasonal or temporary workers in a classification from which employees are laid off or displaced unless the employees on layoff or displaced status refuse to accept the available work. An employee on layoff status shall be deemed terminated if not recalled within eighteen (18) months following the date of layoff. Any employee on layoff who refuses to return to work in a lower classification, if an offer of such position is made, shall be deemed to have resigned if such refusal constitutes grounds for termination of unemployment compensation. Any employee who accepts a lower classification position to avoid layoff or to return from layoff shall be placed at the new pay step of the new classification appropriate for the employee's length of service.

Section E. Vacancy Defined. For purposes of this Article, a "vacancy" shall be defined as a new position expected to be filled for at least six (6) calendar months and any vacancy in an existing position for which the previous incumbent has terminated or been placed on one or more leaves of absence for an anticipated period equal to or greater than six (6) calendar months.

ARTICLE 6 SENIORITY

Section A. Definition. "Seniority" means an employee's length of continuous service with the Employer since their last date of hire and in the case of covered part-time employees, seniority shall be based on full-time equivalency (2080) hours.

"Bargaining Unit Seniority" means an employee's continuous service with the Steele County Highway and Engineering Department since their last date of hire and in the case of covered part-time employees, bargaining unit seniority shall be based on full-time equivalency (2080) hours.

Section B. Probation Period. New employees shall be added to the seniority list following satisfactory completion of probation. Seniority will revert to the first day of employment.

Section C. Seniority Lists. Every twelve (12) months, the Employer shall furnish a seniority list showing the continuous service of each employee to the Local Union.

Section D. Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge, refusal to return from a layoff, medical incapacity, or retirement.

ARTICLE 7 HOURS OF WORK

Section A. Regular Hours. The normal hours of work each day shall be consecutive, except that they may be interrupted by a lunch period of a length to be determined by the Employer, not to exceed one (1) hour.

Section B. Work Week. The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday.

Section C. Work Shift. Eight (8) consecutive hours of work shall constitute a normal work shift. All employees shall be scheduled to work on a regular shift.

Section D. Part-time Hours. The hours of work for part-time employees shall be established by the Employer.

ARTICLE 8 OVERTIME

Section A. Overtime Pay. The provisions of the Fair Labor Standards Act shall apply concerning overtime pay:

1. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid or an equivalent amount of compensatory time off if requested by the employee shall be granted for all work performed in excess of forty (40) hours in any work week.
2. Use and accumulation of compensatory time off shall be subject to the following conditions:
 - a) Compensatory time off may be taken in fifteen (15) minute increments if pre-approved by the department head or designated representative. Comp time may be accrued to a maximum of ninety-six (96) hours.
 - b) Other use of compensatory time off shall be at a time mutually agreed to by the Employer and the employee.

Section B. Holiday and Paid Leave Time for Computing Overtime. Non-worked compensated time shall be considered time worked for the purpose of computing overtime.

Section C. For the purpose of computing overtime as provided by this Article, overtime hours worked shall not be compounded, pyramided or counted twice for the same hours worked.

ARTICLE 9 MINIMUM TIME PAY ALLOWANCES

Section A. Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours work at one and one-half (1 1/2) times the regular hourly rate. This shall not apply to early reports or extensions of regular work shifts.

ARTICLE 10 WORK BREAKS

Section A. Rest Periods. All work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift.

Section B. Meal Periods. All employees shall be granted an unpaid lunch period during each work shift. Whenever practical, the lunch period shall be scheduled at the middle of the shift. The lunch period shall be either one hour or one-half hour as determined by the Employer. The unpaid meal period may be waived upon mutual agreement between the employee and the Employer.

ARTICLE 11 SICK LEAVE

Section A. Allowances and Accumulation.

1. Employees shall be allowed one (1) day of sick leave for each month of service.
2. Employees shall start to earn sick leave from their date of hire.

Section B. Usage.

1. Any employee contracting or incurring any sickness or disability which renders such employee unable to perform the duties of their employment shall receive sick leave with pay. Sick leave shall also include quarantine directed by a physician; medical examination, and medical treatment where these cannot be accomplished outside of working hours; and illness in the immediate family that requires the employee's attendance and/or care, provided adequate reasons are given to the employee's supervisor, who may request medical certification. For purposes of this sub-section, "immediate family" shall be defined to include the employee's spouse, children, foster children, stepchildren, parents, stepparent, grandchildren, grandparents, step-grandparents or siblings.
2. The Employer may require a certificate from a doctor after three (3) consecutive days of sick leave.
3. In the case of an extended injury or illness, the Employer may require certification from a doctor that an employee is able to perform normal work, before the employee is allowed to perform in the full capacity of the position that was held prior to the illness.
4. Sick leave may be used in fifteen (15) minute increments if approved by the department head or a designated representative.

Section C. Notification. Employees unable to report for their work day because of illness or injury shall notify their supervisor or his or her designee prior to their scheduled starting time, unless circumstances prevent them from so doing. Failure to give such notice may be cause for discipline and loss of pay for time absent.

Section D. Family and Medical Leave of Absence. Eligible employees shall be granted a leave of absence of up to twelve (12) weeks in accordance with the requirements of the Family and Medical Leave Act. The employee may request additional time, and it may be granted at the discretion of the Employer. An employee who is on paid medical leave of absence pursuant to this section shall accrue at their current rate of accumulation any seniority, vacation or sick time accrued during the duration of paid leave of absence. An employee who is on unpaid medical leave of absence pursuant to this section shall not accrue any seniority, vacation, or sick leave during the duration of the leave of absence. In the event the employee is granted additional time after the expiration of the Family and Medical Leave Act leave, the employee shall be responsible for paying insurance premiums otherwise paid by the Employer during the additional leave.

Section E. Workers Compensation. If an employee receives a compensable injury and has accrued benefits under sick leave, the Employer shall, to the extent of sick leave accrued, pay the difference between the compensation benefit received by the employee and their regular monthly pay rate. The amount of that payment shall be deducted from accrued sick leave benefits.

Section F. Emergency Leave Day. One emergency leave day charged to sick leave will be given to an employee who is faced with a tragedy, sudden accident, etc. that would not normally be a sick leave deduction. This emergency day will be granted at the discretion of the Department Head.

Section G. Value at Separation. A percentage of unused sick leave will be paid at separation if all of the following criteria have been met:

1. Employee shall be 55 years of age or older
2. Employees must have a minimum of ten (10) years of service credit with Steele County; and
3. Employee must be retiring from County employment and be eligible to receive PERA and/or Social Security retirement benefits.

The percentage of unused sick leave eligible for conversion (up to a maximum of 1,680 hours) shall be as follows:

<u>Years of Service</u>	<u>Percent</u>
10 years	10%
11 years	11%
12 years	12%
13 years	13%
14 years	14%
15 years	15%
16 years	16%
17 years	17%
18 years	18%
19 years	19%
20 years	20%
21 years	21%
22 years	22%
23 years	23%
24 years	24%
25 years and thereafter	25%

Total payment shall be calculated at the date of retirement using the employee's current hourly rate of pay. One hundred percent (100%) of this payment shall be made to the MSRS Health Care Savings Plan.

Section H. Catastrophic Health Condition Transfer. Employees may transfer earned vacation and sick leave to another employee who is suffering from or has an immediate family member suffering from a catastrophic health condition, and who is about to exhaust sick or vacation leave. If such transfer is made, the donor employee must transfer one hour of vacation leave to the proposed recipient employee for every hour of sick leave transferred. Such transfers are subject to the following conditions:

1. The proposed recipient wants to participate.
2. The proposed recipient authorizes employer to inform employees of proposed recipient's catastrophic health condition or of immediate family member.
3. The department head and human resources director agree that a qualifying catastrophic health problem exists. If approved by the department head and the human resources director, the employee may receive transferred vacation and sick leave time. The employer reserves the right to limit the number of vacation and sick leave hours transferred to any employee.
4. The employer may require medical certification of the catastrophic health problem and information regarding its expected duration.
5. Transfers must in increments of one (1) hour.
6. Transfers shall be at the pay rate of the donor employee but used at the pay rate of the recipient employee.
7. Once transferred, donated vacation time becomes vacation to the recipient employee, and donated sick leave time becomes sick leave time to the recipient employee.
8. The recipient of donated sick or vacation time shall not accrue sick or vacation leave while using donated sick or vacation time.
9. Recipients must use their own accumulated sick and vacation leave before using donated vacation or sick leave.
10. If the recipient employee separates from County employment before using all donated vacation or sick time, the remaining donated time may not be converted to cash severance pay.
11. For purposes of this Section, "catastrophic health condition" and "catastrophic health problems" means an illness or injury that is of such severity that it is likely that the recipient employee will not be able to return to work as a result of it, or is likely to result in the recipient employee having to be absent from work for an extended period of time and for a period of time greater than his or her total accumulated sick leave and vacation time.
12. For purposes of this sub-section, "immediate family member" shall have the same meaning as described in sub-section B.1 of this Article 11.

ARTICLE 12 VACATIONS

Section A. Eligibility and Allowance. Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements:

<u>Years of Service</u>	<u>Accrual Rate Per Year</u>	<u>Accrual Rate Per Month</u>
0 through 3	10 days	6.67 hours
4 through 6	12 days	8.00 hours
7 through 9	15 days	10.00 hours
10 through 12	18 days	12.00 hours
13 through 15	20 days	13.33 hours
16 through 19	21 days	14.00 hours
20 through 24	22 days	14.67 hours
25 and over	25 days	16.67 hours

Section B. Employees shall accumulate vacation during the probationary period, based on their most recent date of hire, but shall not be eligible to take vacation until completion of the probationary period. Employees terminated during the probationary period shall not be compensated for accumulated vacation.

Section C. Choice of Vacation Period. The Department shall post a vacation request list prior to May 1st of each year. Consistent with the needs of the department, vacations shall be granted at the time requested by the employee. If it becomes necessary to limit the number of employees on vacation at the same time, the employee with the greater bargaining unit seniority shall be given their choice of vacation period. After May 1, vacations may be granted, with department head or supervisor approval, on a first come, first served basis.

Section D. Holiday During Vacation Period. If a holiday occurs during the time vacation is taken by an employee, the employee's vacation period shall be extended by one (1) additional work day.

Section E. Sick Leave During Vacation. Should any employee contract any illness or disability during their vacation that requires the attention of a physician, the period of sickness or disability shall be reduced accordingly if the illness or disability and its duration is certified by a physician and if an employee has sick leave available to cover the period certified.

Section F. Vacation Rights in Case of Layoff or Separation. Any employee who is laid off, discharged, or separated from the service of the Employer for any reason prior to taking their vacation shall be compensated in cash for the unused vacation he or she has accumulated at the time of separation not to exceed one and one-half (1-1/2) year's vacation accrual.

Section G. Carry-Over and Usage of Vacation.

1. Employees shall be entitled to accumulate vacation for the equivalent of one and one-half (1-1/2) years of earnings before the employee is required to use the vacation. Vacation earned beyond the maximum accumulation will be forfeited.

2. Employees may use vacation as it is accumulated in fifteen (15) minute increments if authorized by the Engineer or a designated representative.
3. Notwithstanding the provisions of Section G 1 of this Article 12, if an employee is unable to use vacation time that, if not used, will be forfeited pursuant to Section G 1, and if the reasons for the employee's inability to use the vacation time before it is forfeited arise out of the employee's work obligations and are not caused by the fault of the employee, and if the employee's department head confirms that the employee's inability to use the vacation time is work related and not the fault of the employee, then the employee may accumulate more than the limited stated in Section G 1. Such excess accumulation shall, however, be used by the employee as soon as practicable.

ARTICLE 13 HOLIDAYS

Section A. Holidays Recognized and Observed. The following days shall be recognized and observed as paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
November 11 th	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
First Friday after the	Friday following Thanksgiving
December 25	Christmas Day
December 24 th	Christmas Eve Day

Section B. if New Year's Day, Independence Day, Veterans Day, or Christmas Day fall on Sunday, the following Monday shall be observed as the holiday. If any of these holidays fall on Saturday, the preceding Friday shall be observed as the holiday.

Section C. Eligibility Requirements. All employees who are compensated for their last scheduled work day previous to and their first scheduled work day following a holiday, shall be eligible for holiday pay.

Section D. Work on a Holiday. If an employee works on any of the holidays listed in Section A above, he or she shall be paid for all hours worked, in addition to their holiday pay, at one and one-half (1-1/2) the regular rate of pay.

Section E. Part-time Employees. If a holiday falls on a day on which a covered part-time employee would have normally been scheduled to work, the part-time employee shall receive holiday pay for the hours he or she normally would have worked.

Section F. Floating Holiday, Christmas Eve. In the event that Christmas Eve falls on Monday through Thursday, the County will observe that day as a full day holiday. In the event that

Christmas Eve falls on a Friday, Saturday or Sunday, Christmas Eve will not be observed as a holiday and each employee shall be eligible for a one-half day (1/2) floating holiday in lieu of the Christmas Eve holiday. In this instance, the floating holiday may be observed on a date mutually agreed to by the Employer and the employee. Part time employees shall receive the holiday benefit pursuant to this section on a pro-rata basis.

ARTICLE 14 LEAVES OF ABSENCE

Section A. Application for Leave. Any request for a leave of absence, except for a leave pursuant to the Family and Medical Act, shall be submitted in writing by the employee to their immediate supervisor. The request shall state the reason the leave of absence is being requested, the approximate length of time off the employee desires, and shall provide a space for Employer approval.

Requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the leave request is submitted, if practicable.

A request for a leave of absence not exceeding 3 days shall be answered promptly. A request for a leave of absence exceeding 3 days will be answered in 14 days.

Except as otherwise provided, all fringe benefits, including accrual of seniority, shall be granted while an employee is on a paid leave of absence granted pursuant to the provisions of this Agreement. Fringe benefits, including seniority accrual, shall not apply when an employee is on an unpaid leave of absence in excess of 15 days, unless otherwise expressly provided pursuant to this Agreement. Any employee who is granted a leave of absence pursuant to this Agreement shall be returned to the position held at the time the leave of absence was requested unless such position has been abolished.

Section B. Paid Leaves.

1. Funeral Leave. In the event of the death of an employee's spouse, parent, stepparent, child, step child, foster child, sister, brother, parent of a minor child of the employee, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, or grandparent, the employee will be granted three consecutive work days leave of absence with full pay not charged to sick or vacation. With department head approval, the employee may take an additional two days funeral leave charged to accumulated sick leave.

In the event of a death of an employee's step-sisters, step-brothers, brothers-in-law, sisters-in-law, guardians, wards, aunts, uncles, and the nieces and nephews of either the employee or employee's spouse, the employee may be granted up to three consecutive calendar days, to be charged to accumulated sick leave, to make household adjustments, arrange for medical services or to attend funeral services with the approval of the department head.

2. Jury Duty. All employees will receive an automatic leave of absence when called for jury duty. The employee will be paid at the regular rate of pay by the

Employer. The per diem received shall be returned to the Employer. Employees shall return to work whenever dismissed from active jury duty.

3. Military Service. Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State will be granted a paid leave of absence during the period of such activity to a maximum of 15 calendar days per year.

Section C. Unpaid Leaves.

1. Reasonable Purposes. Eligible employees shall be granted a leave of absence of up to twelve (12) weeks in accordance with the requirements of the Family and Medical Leave Act and the County policy implementing the Family and Medical Leave Act. In situations not governed by the Family and Medical Leave Act, leaves of absence for a limited period - not to exceed six (6) months - may be granted for any reasonable purpose and such leaves may be extended by the Employer.
2. Union Business. Not more than one employee at any one time who is elected to any Union office or selected by the Union to do work which is pertinent to the activities of the local and which takes time from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence. It is agreed that serving as a Union officer beyond the local level is a reasonable purpose for a leave of absence as provided for in the previous subsection.
3. Military Service. Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer will be granted a leave of absence for the period of military service.
4. Education. The County agrees that it is desirable for the employees to pursue education that is work related. To this end, the following education leave and reimbursement policy has been adopted:
 - a) Employees may be reimbursed for tuition, books, fees, mileage or other reasonable expenses as may be approved by the Engineer and the Board, when they are enrolled in and attend a Board approved work-related course.
 - b) County time will be granted for such work-related courses only when such courses cannot be taken during non-working hours and when such course does not interfere with the *staffing* needs of the department.
 - c) Employees may be granted unpaid and unreimbursed leaves of absence for full-time educational work, at the discretion of the Employer.

5. Maternity Leave.

- a) Short-term Child Care Leave. An unpaid short-term child care leave shall not normally exceed sixty (60) working days, commencing with the birth of the child. The sixty (60) working days also describes the 12-week period covered by the Family and Medical Leave Act and is not in addition to such leave. Exception relating to the start date or length of the leave may be granted by the Board upon receipt of evidence of unusual medical problems or as required by the Family and Medical Leave Act. All fringe benefits shall continue to be earned and accrue during a short-term child care leave.
- b) Long-term Child Care Leave. In addition to the twelve (12) week leave provided by the Short-term Child Care Leave employees may request an additional forty (40) week long-term child care leave. Selection of a long-term child care leave must be made prior to the start of the Short-term Child Care Leave and shall constitute waiver of all fringe benefit accrual, including seniority and those benefits resulting from seniority, except that the employee may continue insurance coverages by paying the total premium required. In the event an employee chooses the Long-term Child Care Leave the employee will be required to reimburse the Employer for its share of health insurance premiums paid during the Short-term Child Care Leave. An employee who selects long-term child care leave shall be allowed to return early by mutual agreement between the Employer and the employee. At the end of the long-term child care leave, the employee will have the right to be reinstated in the first vacancy which occurs in a position for which he/she is qualified, subject to the right of any other employees on layoff or on other leave status if an employee on long-term child care leave refuses to return to fill a vacant position available in their classification following the end of their leave, such refusal shall constitute resignation. The maximum term of a long-term child care leave pursuant to this section shall be fifteen (15) months, extendable to twenty-one (21) months by mutual agreement.
- c) Pregnancy-Related Disability. Any pregnant employee shall have the right to use sick leave for certified disability related to the pregnancy, but such use shall not extend the term or dates or the selected maternity leave, if a pregnant employee intends to use child care leave, she shall notify the Employer of her anticipated delivery date and the form of child care leave desired not later than thirty (30) days before the anticipated normal delivery date. In the event that the leave must begin at a time that is not foreseeable, the employee must notify the Employer as soon as practicable.

6. Seniority. Seniority shall accrue to any employee who is granted an unpaid leave pursuant to subsections 2, 3 or 4 of this Section C, except as limited therein.

ARTICLE 15
DISCIPLINE AND DISCHARGE

Section A. The Employer shall have the right to impose any of the following disciplinary actions on employees for just cause. Prior to any disciplinary action being taken, the employee shall be notified verbally or in writing that disciplinary action will occur. The employee shall have the right to have a Union representative present at any time disciplinary action may be taken by the Employer. The Employer has no responsibility to notify an employee of the right to have a union representative present. The Employer need not wait for an off-site or non-union employee union representative to be available for this purpose.

1. Oral Reprimand
2. Written Reprimand
3. Suspension
 - a) Not to exceed thirty (30) days
 - b) Notice is to be given in writing
4. Demotion
5. Discharge

Section B. The Employer shall have the right to make and enforce reasonable work rules and such rules may enumerate grounds for discipline.

Section C. Disciplinary action taken by the Employer shall be subject to the grievance procedure, except the grievance procedure is not available to employees who are still in the initial probation, period.

Section D. Written reprimands, suspension, demotions, and discharge notices will be signed by the employee to acknowledge receipt of the discipline but in no way to be considered agreement with the discipline itself. Copies of discipline issued to employees shall be kept in the employee's official Steele County personal file.

ARTICLE 16
GRIEVANCE PROCEDURE

Section A. A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the violation or application of the specific provisions of this Agreement.

Section B. Grievance Procedure. Grievances, as herein defined, shall be processed in the following manner:

Step 1. Informal - An employee claiming a violation concerning the application of the express provisions of this Agreement shall:

- a) Within fifteen (15) working days after the first occurrence of the event giving rise to the grievance or after such date as the employee had knowledge of the event giving rise to the grievance, the employee, with or without the Union Steward, shall present such grievance to his/her immediate supervisor or designee.
- b) The supervisor shall give their answer in writing within five (5) working days after such presentation.

Step 2. Formal - If the grievance is not satisfactorily resolved in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be presented in writing to the Human Resources Director or designee within five (5) working days after the designated supervisor's answer as provided for in Step 1 (b). The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the Union Steward or representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the relief requested. The Human Resource Director or designee shall discuss the grievance with the employee and a Union representative, if requested by the employee, within five (5) working days after the date presented at a time mutually agreeable to the parties. If the grievance is resolved as a result of such meeting, the settlement shall be reduced to writing and signed by the Employer/Designee, the employee, and the Union representative. If no settlement is reached, the Human Resource Director or designee shall give written answer to the employee and the Union representative within five (5) working days following their meeting.

Step 3. Mediation – a grievance unresolved in Step 2 may, by mutual agreement of the parties and within fifteen (15) working days of the Step 2 denial, be submitted to mediation through the Bureau of Mediation Services. A submission to mediation stays the time period for appeal to Step 4 until the mediation is completed.

Step 4. If the grievance is not satisfactorily resolved in Step 2 or 3 the employee and/or the Union shall have fifteen (15) days to submit the matter to the County Board, based on the writings with respect to the matter which were developed in Step 2 and/or mediation. The Union will notify the Human Resource Director or designee whether they wish to present the grievance to the County Board in an open session or provide

materials to be considered by the Board in a closed session. The Board shall have fifteen (15) working days to resolve the matter and give written answer to the employee and the Union.

Step 5. Arbitration - If the grievance is not settled in accordance with the foregoing procedure, the employee and the Union may refer the grievance to arbitration within seven (7) working days after the employee and the Union's receipt of the Employer's written answer in Step 4. The selection of the arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Union representatives. The arbitrator shall notify the employee, the Union representative, and the Employer of his/her decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the Employer and the employee/Union, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way, the application of laws, rules or regulations having the force and effect of law. The decision shall be binding upon both the Employer and the Union and shall be based solely upon the express terms of this Agreement and on the facts of the grievance presented. If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provisions of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.

Section C. Group Grievance. If a grievance directly involves and directly affects and is signed by more than five (5) employees, it shall be considered a group grievance when served upon the Employer within twenty-one (21) working days after the grievance occurred or twenty-one (21) working days after the grievants (through the use of reasonable diligence) should have known of the occurrence that gave rise to the grievance. In the event of a properly served group grievance pursuant to this Section C, the Employer shall within twenty (20) working days serve its answer upon the Union and consideration of such a grievance shall be at Step 2 of the Grievance Procedure or at a higher step if mutually agreed by the parties. If no settlement is reached through the normal Grievance Procedure steps, the grievances may be submitted to arbitration in accordance with this Article 16.

Section D. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the employee and the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step

may be extended by mutual written agreement of the Employer and the Union representatives involved in each step. The term "working day", as used in this Article, shall mean the days Monday through Friday, exclusive of holidays.

Section E. The grievance procedure contained in this Agreement is the sole and exclusive means of resolving any grievance arising under this Agreement.

ARTICLE 17 NON-DISCRIMINATION

Section A. 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, political belief or any other basis prohibited by law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and whenever either gender is used, it shall be construed to include male and female employees.

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 Employer representatives against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion because of non-membership or because of any employee's lawful opposition to the Union, excluding internal Union discipline.

ARTICLE 18 INSURANCE

Section A. All full-time employees covered by this Agreement shall be eligible for the hereinafter described insurance coverage.

Section B. The Employer will provide all full-time employees covered by this Agreement with life insurance coverage in the amount of \$10,000. Full-time employees who have completed 5 years of service will receive life insurance coverage in the amount of \$25,000.

Section C. Employees who leave Employer employment must have worked at least ten (10) days during the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. Legal holidays and authorized vacation time shall be considered such days so worked. Employees who voluntarily terminate such employment without due notice to the Employer, unless such termination without notice is approved by the Employer, shall forfeit all rights to such Employer contributions forthwith. Employees who are discharged for just cause shall forfeit all rights to such Employer contributions forthwith.

Section D.

1. The Employer will continue to provide all eligible employees covered by this Agreement with group hospital and medical coverage, subject to the limitations, benefits and conditions established by the contract with the insurance carrier. Any change in benefit coverage will be negotiated with the Union.
2. For 2021, the Employer will pay \$828.25 per month towards the single health insurance premium. In the event that an eligible employee elects employee +1 health insurance, the Employer will pay \$1838.75 per month for that coverage. In the event that an eligible employee elects family health insurance, the Employer will pay \$1763.75 per month for that coverage. The base plan shall be the high deductible plan using an HSA or VEBA option. The Employer shall contribute \$1,700.16 annually into the HSA/VEBA for single coverage and \$3,500.16 annually into the HSA/VEBA for employee +1 and family coverage.

For 2022, The Employer and Employee will share any increase/decrease in health Insurance premium 50/50, up to a monthly maximum out of pocket increase to the employee of \$30.00 for single coverage, \$75.00 for employee +1 coverage and \$75.00 for family coverage. HSA/VEBA employer contributions shall remain the same in 2022.

3. Twenty-five percent (25%) of the contribution shall be made into the account in the first payroll period in January of each year with the remainder payable on a monthly basis.
4. The Employer shall pay its share of medical, surgical, and hospitalization premiums for all employees who are absent because of paid vacations, sick leave or on leave pursuant to the Family and Medical Leave Act.
5. Insurance coverage on all employees covered by this Agreement shall begin following thirty (30) days of employment.
6. An insurance committee shall be established, which shall meet at times established by the County Administrator.
7. Employees who are covered by the provisions of this Article may elect to continue participation in this Group Health Plan at their own expense for a period of eighteen (18) months upon termination of employment, or for the length of time designated by state and federal regulations.
8. Employees who retire from the Employer who are at least 55 years of age and have 10 years or more of continuous service with the Employer may maintain health insurance coverage until age 65 or until Medicare eligible, whichever occurs first, by paying the full premium. Employees retiring on the basic PERA plan who do not qualify for Medicare may maintain health insurance coverage by paying the full premium. (Written notice must be provided to the County Auditor no later than the 20th day of the month in which the employee retires.) The Employer reserves the right to form a separate group policy for retired officers and employees.

**ARTICLE 19
PART-TIME EMPLOYEES**

Section A. Beginning on 01/01/2017 all newly hired part-time employee must be scheduled to work at least thirty (30) hours per week to be eligible for health insurance coverage and Employer contributions on a pro-rata basis, provided the insurance carrier agrees.

Section B. Seasonal employees shall not be eligible for fringe benefits.

**ARTICLE 20
GENERAL PROVISIONS**

Section A. Within ten (10) days of the execution date of this Agreement, and on January 1 of each succeeding year, the Union shall certify to the Employer, in writing, a current list of any non-employee business representative(s) and bargaining unit employee stewards.

1. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:
 - a) The Employer shall not be required to allow more than three (3) stewards as designated by the Union to represent the Union or bargaining unit employees on any matters in which such representation would involve duty time.
 - b) The Employer agrees to allow stewards designated in (a) above to interrupt their work for a reasonable amount of time for the purpose of Union business with approval of the Employer, and they shall notify the Employer upon resumption of their work. Interruption of work for Union business shall be limited to the investigation and presentation of grievances to the Employer.

Section B. Bulletin Boards. The Employer agrees to maintain space on departmental bulletin boards to be used by the Union for legitimate Union business only. The Union shall limit its posting and notices to such spaces. The Union agrees that no inflammatory or political materials will be posted.

Section C. The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether Local Union representatives, district council representatives, or International representatives, shall have full and free access to the premises of the Employer during working hours to conduct Union business relating to the administration of the contract and negotiation process for a reasonable period of time so as not to disrupt departmental operations if they report their presence and general purpose to the Director.

Section D. All authorized in-service training shall be at the expense of the Employer and shall take place at hours determined by the Employer.

Section E. All employees shall have the right to inspect their personnel file during working hours in the presence of the Employer, and they may request removal of any material they deem

improper, and they may file a rebuttal to any material they deem inappropriate. The employer shall maintain one personnel file with the Human Resources Director for each employee. All employee documentation, unless restricted by state or federal law, shall be transferred to this file within 15 calendar days of its inception.

Section F. Professional Activities. Membership in professional organizations or training programs may require attendance at committee meetings, conferences, seminars or institutes. Employee time spent in these activities shall be approved by the Department Head. The following shall be the basis for granting employee time for attendance:

1. The conference should tie in with the employee's work assignment.
2. Selection shall be made on the consideration of potential benefits to the employee and the Employer.
3. Registration fees may be reimbursed by the Employer.

Section G. Travel Allowance. The Employer shall establish the rate for mileage reimbursement for authorized travel, from time to time, on the same basis for the employees covered by this Agreement as for other County employees. Employees covered by this Agreement are not eligible for a monthly stipend in addition to the normal mileage reimbursement rate.

Section H. Employees shall give appropriate notice (2 week minimum) for voluntary retirement or resignation.

Section I. Individual employees shall have the choice of using the County provided uniform or being reimbursed for the purchase of their own work clothing and/or work boots in an amount equal to a maximum of three hundred seventy-five dollars (\$375.00) per year. Such reimbursement shall be made only when the employee submits receipts to the County.

ARTICLE 21 PAY PLAN

Section A. Wage Schedule. Employees shall be compensated in accordance with the wage schedules attached to this Agreement and marked Appendix A. The attached wage schedules shall be considered a part of this Agreement. For current employees, years of service shall not have any bearing on initial placement on the wage schedule. In the event that there is a rounding difference between the amounts shown on Appendix A and payroll, payroll shall govern.

2021 Salary

Any employee above the top of the range for their classification will have their wages frozen until the range catches up.

Effective January 1, 2021 the compensation ranges and the base salary of each covered individual employee shall be increased by two percent (2.0%). (See Appendix A-1)

On July 1, 2021, employees below the top of the applicable range shall be eligible to receive a step increase as provided in the 2021 pay plan in Appendix A-1.

2022 Salary

Any employee above the top of the range for their classification will have their wages frozen until the range catches up.

Effective January 1, 2022 the compensation ranges and the base salary of each covered individual employee shall be increased by two and one quarters percent (2.25%). (See Appendix A-2)

On July 1, 2022, employees below the top of the applicable range shall be eligible to receive a step increase as provided in the 2022 pay plan in Appendix A-2.

Section B. In order to be eligible for a step increase the employee must first successfully complete the entry probation period.

Section C. The Employer will have the right to start new employees up to Step six (6) on the pay grid. Placement of the new employee shall involve consideration of relationships with existing employees, recruitment market conditions, experience, education and job-related factors.

Section D. When an employee is promoted, he or she shall receive an increase as of the date of promotion which shall be the higher of:

1. The minimum of the new range, or
2. A minimum of 3% and up to 5% wage increase for each higher DBM rating/grade of the new position.

Section E. Longevity Stipend. Any covered employee who has been continuously employed by Employer for ten (10) years or longer as of July first of that year shall receive a One-Hundred dollar (\$100) lump sum stipend. Any covered employee who has been continuously employed by Employer for fifteen (15) years or longer as of July first of that year shall receive a Two-Hundred dollar (\$200) lump sum stipend. Any covered employee who has been continuously employed by Employer for twenty (20) years or longer as of July first of that year shall receive a Four-Hundred dollar (\$400) lump sum stipend. These lump sums shall be disbursed as part of the employee's regular payroll check payable for the first full payroll period of December each year.

Section F. Review of Classification. On a three-year rotating basis, any employee who believes that his or her position has changed in the skill, effort, responsibility, decision-making authority, or other relevant work-related criteria required for the performance of the work assigned to the position, may submit to the Human Resources Director a request for reclassification of the position under the Employer's job evaluation system. The Employer will post the rotating schedule for review on employee bulletin boards. The rotating schedule shall be structured to permit a request for reclassification of each position once every three years. An employee may submit his or her position for review by September 1 of the year in which the position comes up for review on the schedule. The review shall be conducted by a qualified consultant of the Employer's selection and will be completed within 6 months of submission. In the event that such a review results in a change to the rating of such position, a wage adjustment related to the reclassification will be retroactive to September 1 of the year in which the request for adjustment was submitted. Employer is not required to re-evaluate any position for which the occupant of the position has not requested a reclassification in accordance with this Section.

If an employee receives a job re-classification that places the employee at a higher pay grade, the employee, if eligible, shall receive an adjustment as of the date of promotion which shall be the higher of:

- a) The minimum of the new range, or
- b) The amount which is equal to the employee's former salary plus three percent (3%) of the midpoint of the new range.

If the employee is re-classified to a lower pay grade, the employee shall be placed in the lower grade with no reduction in current pay. If the employee's current pay is above the top of the lower range, the employee's pay shall be frozen until it falls within the lower pay range.

ARTICLE 22
SCOPE OF AGREEMENT

Section A. This Agreement shall represent the complete agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 23
SEVERABILITY

Section A. In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative or judicial authority from whose finding or determination or decree no appeal is taken, such provision(s) shall be void, and such matter shall be subject to negotiation at the request of either party. All other provisions shall continue in full force and effect.

ARTICLE 24
STRIKES

Section A. In recognition of the provision in this Agreement providing for binding arbitration of grievances, the Union, its officers or agents, or any of the employees covered by this Agreement, shall not cause, instigate, condone or engage in, any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or in the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment.

A violation of this Article may constitute cause for dismissal.

Employer agrees not to "lock out" employees.

ARTICLE 25
MUTUAL CONSENT CONTINGENCY

Section A. The Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

**ARTICLE 26
DURATION**

This Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect through December 31, 2022. It shall renew from year to year thereafter, unless either party shall notify the other in writing that it desires to modify this Agreement not later than ninety (90) days prior to the expiration date of the Agreement. If such notice is given, negotiations shall begin not less than sixty (60) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 3rd day of January, 2021.

STEELE COUNTY BOARD OF
COMMISSIONERS, STEELE COUNTY
OWATONNA, MINNESOTA

James Brady
Board Chairman

Scott [Signature]
County Administrator

[Signature]
Human Resource Director

STEELE COUNTY EMPLOYEES, LOCAL
147, COUNCIL 65, AMERICAN
FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES, AFL-CIO

[Signature]
President

[Signature]
Secretary

[Signature] 1/8/2021
Staff Representative

APPENDIX A - 1: January 1, 2021 AFSCME Highway Wage Scale

DBM	1	2	3	4	5	6	7	8	9	10	11	12	13
A11	\$13.81	\$14.23	\$14.67	\$15.13	\$15.57	\$16.02	\$16.54	\$16.98	\$17.43	\$17.89	\$18.32	\$18.77	\$19.28
A12	\$15.24	\$15.75	\$16.25	\$16.74	\$17.24	\$17.73	\$18.28	\$18.79	\$19.29	\$19.79	\$20.28	\$20.79	\$21.34
A13	\$16.72	\$17.27	\$17.79	\$18.36	\$18.90	\$19.44	\$20.07	\$20.59	\$21.14	\$21.69	\$22.24	\$22.78	\$23.40
B21	\$18.19	\$18.78	\$19.38	\$19.97	\$20.56	\$21.16	\$21.82	\$22.41	\$23.02	\$23.61	\$24.20	\$24.78	\$25.46
B22	\$19.69	\$20.30	\$20.95	\$21.59	\$22.23	\$22.86	\$23.60	\$24.24	\$24.89	\$25.52	\$26.16	\$26.81	\$27.53
B23	\$21.13	\$21.82	\$22.52	\$23.22	\$23.89	\$24.60	\$25.35	\$26.07	\$26.75	\$27.42	\$28.12	\$28.80	\$29.58
B24	\$22.98	\$23.73	\$24.50	\$25.21	\$25.98	\$26.74	\$27.58	\$28.32	\$29.10	\$29.82	\$30.57	\$31.32	\$32.16
B25	\$25.18	\$26.01	\$26.84	\$27.65	\$28.47	\$29.29	\$30.23	\$31.04	\$31.86	\$32.70	\$33.50	\$34.32	\$35.26
B31	\$22.98	\$23.73	\$24.50	\$25.21	\$25.98	\$26.74	\$27.58	\$28.32	\$29.10	\$29.82	\$30.57	\$31.32	\$32.16
B32	\$25.18	\$26.01	\$26.84	\$27.65	\$28.47	\$29.29	\$30.23	\$31.04	\$31.86	\$32.70	\$33.50	\$34.32	\$35.26
C41	\$27.02	\$27.93	\$28.79	\$29.68	\$30.55	\$31.44	\$32.42	\$33.31	\$34.21	\$35.08	\$35.95	\$36.84	\$37.85
C42	\$28.49	\$29.42	\$30.36	\$31.30	\$32.22	\$33.14	\$34.21	\$35.12	\$36.06	\$36.98	\$37.92	\$38.83	\$39.89
C43	\$29.96	\$30.94	\$31.94	\$32.90	\$33.89	\$34.87	\$35.96	\$36.94	\$37.92	\$38.90	\$39.87	\$40.86	\$41.95
C44	\$31.80	\$32.84	\$33.89	\$34.93	\$35.96	\$36.99	\$38.15	\$39.19	\$40.24	\$41.29	\$42.31	\$43.35	\$44.54
C45	\$34.02	\$35.13	\$36.25	\$37.36	\$38.46	\$39.57	\$40.83	\$41.94	\$43.04	\$44.16	\$45.26	\$46.37	\$47.61
C51	\$31.80	\$32.84	\$33.89	\$34.93	\$35.96	\$36.99	\$38.15	\$39.19	\$40.24	\$41.29	\$42.31	\$43.35	\$44.54
C52	\$34.02	\$35.13	\$36.25	\$37.36	\$38.46	\$39.57	\$40.83	\$41.94	\$43.04	\$44.16	\$45.26	\$46.37	\$47.61
D61	\$35.86	\$37.02	\$38.19	\$39.38	\$40.54	\$41.71	\$43.03	\$44.20	\$45.36	\$46.54	\$47.71	\$48.87	\$50.21
D62	\$37.34	\$38.55	\$39.78	\$41.00	\$42.20	\$43.42	\$44.80	\$46.03	\$47.23	\$48.44	\$49.67	\$50.89	\$52.25
D63	\$38.80	\$40.08	\$41.35	\$42.60	\$43.86	\$45.12	\$46.55	\$47.84	\$49.11	\$50.35	\$51.63	\$52.90	\$54.33
D71	\$40.65	\$41.97	\$43.30	\$44.62	\$45.97	\$47.27	\$48.77	\$50.11	\$51.41	\$52.76	\$54.08	\$55.42	\$56.88
D72	\$42.86	\$44.25	\$45.66	\$47.06	\$48.44	\$49.84	\$51.41	\$52.82	\$54.22	\$55.61	\$57.01	\$58.40	\$59.99
E81	\$44.68	\$46.15	\$47.61	\$49.08	\$50.54	\$51.99	\$53.64	\$55.10	\$56.56	\$57.99	\$59.46	\$60.93	\$62.56
E82	\$46.16	\$47.68	\$49.18	\$50.69	\$52.18	\$53.69	\$55.41	\$56.89	\$58.39	\$59.92	\$61.42	\$62.93	\$64.63
E83	\$47.65	\$49.19	\$50.74	\$52.31	\$53.87	\$55.42	\$57.17	\$58.71	\$60.27	\$61.82	\$63.37	\$64.94	\$66.68
E91	\$49.50	\$51.09	\$52.71	\$54.33	\$55.93	\$57.56	\$59.38	\$60.99	\$62.59	\$64.22	\$65.83	\$67.43	\$69.26
E92	\$51.69	\$53.36	\$55.07	\$56.76	\$58.44	\$60.13	\$62.03	\$63.70	\$65.40	\$67.08	\$68.78	\$70.47	\$72.35
F101	\$53.53	\$55.28	\$57.02	\$58.77	\$60.52	\$62.27	\$64.23	\$65.98	\$67.72	\$69.47	\$71.22	\$72.97	\$74.92
F102	\$55.02	\$56.80	\$58.60	\$60.38	\$62.17	\$63.96	\$66.01	\$67.78	\$69.59	\$71.36	\$73.17	\$74.97	\$76.99
F103	\$56.47	\$58.32	\$60.16	\$62.01	\$63.85	\$65.68	\$67.75	\$69.60	\$71.45	\$73.28	\$75.14	\$76.97	\$79.04

APPENDIX A - 2: January 1, 2022 AFSCME Highway Wage Scale

DBM	1	2	3	4	5	6	7	8	9	10	11	12	13
A11	\$14.12	\$14.55	\$15.00	\$15.47	\$15.92	\$16.38	\$16.91	\$17.36	\$17.82	\$18.29	\$18.73	\$19.19	\$19.71
A12	\$15.58	\$16.10	\$16.62	\$17.12	\$17.63	\$18.13	\$18.69	\$19.21	\$19.72	\$20.24	\$20.74	\$21.26	\$21.82
A13	\$17.10	\$17.66	\$18.19	\$18.77	\$19.33	\$19.88	\$20.52	\$21.05	\$21.62	\$22.18	\$22.74	\$23.29	\$23.93
B21	\$18.60	\$19.20	\$19.82	\$20.42	\$21.02	\$21.64	\$22.31	\$22.91	\$23.54	\$24.14	\$24.74	\$25.34	\$26.03
B22	\$20.13	\$20.76	\$21.42	\$22.08	\$22.73	\$23.37	\$24.13	\$24.79	\$25.45	\$26.09	\$26.75	\$27.41	\$28.15
B23	\$21.61	\$22.31	\$23.03	\$23.74	\$24.43	\$25.15	\$25.92	\$26.66	\$27.35	\$28.04	\$28.75	\$29.45	\$30.25
B24	\$23.50	\$24.26	\$25.05	\$25.78	\$26.56	\$27.34	\$28.20	\$28.96	\$29.75	\$30.49	\$31.26	\$32.02	\$32.88
B25	\$25.75	\$26.60	\$27.44	\$28.27	\$29.11	\$29.95	\$30.91	\$31.74	\$32.58	\$33.44	\$34.25	\$35.09	\$36.05
B31	\$23.50	\$24.26	\$25.05	\$25.78	\$26.56	\$27.34	\$28.20	\$28.96	\$29.75	\$30.49	\$31.26	\$32.02	\$32.88
B32	\$25.75	\$26.60	\$27.44	\$28.27	\$29.11	\$29.95	\$30.91	\$31.74	\$32.58	\$33.44	\$34.25	\$35.09	\$36.05
C41	\$27.63	\$28.56	\$29.44	\$30.35	\$31.24	\$32.15	\$33.15	\$34.06	\$34.98	\$35.87	\$36.76	\$37.67	\$38.70
C42	\$29.13	\$30.08	\$31.04	\$32.00	\$32.95	\$33.89	\$34.98	\$35.91	\$36.87	\$37.81	\$38.77	\$39.70	\$40.79
C43	\$30.63	\$31.64	\$32.66	\$33.64	\$34.65	\$35.65	\$36.77	\$37.77	\$38.77	\$39.78	\$40.77	\$41.78	\$42.89
C44	\$32.52	\$33.58	\$34.65	\$35.72	\$36.77	\$37.82	\$39.01	\$40.07	\$41.15	\$42.22	\$43.26	\$44.33	\$45.54
C45	\$34.79	\$35.92	\$37.07	\$38.20	\$39.33	\$40.46	\$41.75	\$42.88	\$44.01	\$45.15	\$46.28	\$47.41	\$48.68
C51	\$32.52	\$33.58	\$34.65	\$35.72	\$36.77	\$37.82	\$39.01	\$40.07	\$41.15	\$42.22	\$43.26	\$44.33	\$45.54
C52	\$34.79	\$35.92	\$37.07	\$38.20	\$39.33	\$40.46	\$41.75	\$42.88	\$44.01	\$45.15	\$46.28	\$47.41	\$48.68
D61	\$36.67	\$37.85	\$39.05	\$40.27	\$41.45	\$42.65	\$44.00	\$45.19	\$46.38	\$47.59	\$48.78	\$49.97	\$51.34
D62	\$38.18	\$39.42	\$40.68	\$41.92	\$43.15	\$44.40	\$45.81	\$47.07	\$48.29	\$49.53	\$50.79	\$52.04	\$53.43
D63	\$39.67	\$40.98	\$42.28	\$43.56	\$44.85	\$46.14	\$47.60	\$48.92	\$50.22	\$51.48	\$52.79	\$54.09	\$55.55
D71	\$41.56	\$42.91	\$44.27	\$45.62	\$47.00	\$48.33	\$49.87	\$51.24	\$52.57	\$53.95	\$55.30	\$56.67	\$58.16
D72	\$43.82	\$45.25	\$46.69	\$48.12	\$49.53	\$50.96	\$52.57	\$54.01	\$55.44	\$56.86	\$58.29	\$59.71	\$61.34
E81	\$45.69	\$47.19	\$48.68	\$50.18	\$51.68	\$53.16	\$54.85	\$56.34	\$57.83	\$59.29	\$60.80	\$62.30	\$63.97
E82	\$47.20	\$48.75	\$50.29	\$51.83	\$53.35	\$54.90	\$56.66	\$58.17	\$59.70	\$61.27	\$62.80	\$64.35	\$66.08
E83	\$48.72	\$50.30	\$51.88	\$53.49	\$55.08	\$56.67	\$58.46	\$60.03	\$61.63	\$63.21	\$64.80	\$66.40	\$68.18
E91	\$50.61	\$52.24	\$53.90	\$55.55	\$57.19	\$58.86	\$60.72	\$62.36	\$64.00	\$65.67	\$67.31	\$68.95	\$70.82
E92	\$52.85	\$54.56	\$56.31	\$58.04	\$59.75	\$61.48	\$63.43	\$65.13	\$66.87	\$68.59	\$70.33	\$72.06	\$73.98
F101	\$54.73	\$56.52	\$58.30	\$60.09	\$61.88	\$63.67	\$65.68	\$67.46	\$69.24	\$71.03	\$72.82	\$74.61	\$76.61
F102	\$56.26	\$58.08	\$59.92	\$61.74	\$63.57	\$65.40	\$67.50	\$69.31	\$71.16	\$72.97	\$74.82	\$76.66	\$78.72
F103	\$57.74	\$59.63	\$61.51	\$63.41	\$65.29	\$67.16	\$69.27	\$71.17	\$73.06	\$74.93	\$76.83	\$78.70	\$80.82

STEELE COUNTY

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 65, LOCAL UNION NO. 147 (HIGHWAY UNIT), AFL-CIO

LETTER OF AGREEMENT RE: INSURANCE COMMITTEE

Steele County (hereinafter "County) and the American Federation of State, County and Municipal Employees, District Council No. 65, Local Union No. 147 (Highway Unit), AFL-CIO (hereinafter "Union") are parties to a collective bargaining agreement.

The County and the Union agree that a committee shall be established for the purpose of making decisions related to the Health Insurance Carrier, Health Insurance Plan(s), and Health Insurance Benefit Levels offered by the County to its employees. The County and the Union will make good faith efforts to encourage participation by all County Bargaining Units in the Committee. All decisions made by this committee shall be recommendation submitted for final approval by the County Board. Should the Board not approve a recommendation of the Committee the issue will be returned back to the Committee for further discussion and recommendation.

The County and the Union agree that the committee shall consist of two (2) representatives and one (1) alternate selected from each of the bargaining units representing the County, including Cedarview Nursing Home, and two (2) representatives and one (1) alternate selected from the non-represented employees of the County. Each bargaining unit and the non-represented employees shall select their own representatives in a manner determined by the individual group. Each individual group may replace a representative or alternate at any time at the choice of that individual group. Initially, one (1) representative of each group shall be selected to serve a two (2) year term on the committee and one (1) representative of each group shall be selected to serve a three (3) year term on the committee. Nothing will prevent a group from selected a representative to serve additional terms.

The County and the Union agree that the committee shall operate according to Robert's Rules of Order, Newly Revised. No vote to change the Health Insurance Carrier, Health Insurance Plan(s), and Health Insurance Benefit Levels offered by the County to its employees shall be taken until two (2) weeks after the meeting at which the discussion has taken place and notice of said vote shall be given to all committee members and bargaining unit presidents. The representatives on the committee shall select a chair and associate chair who will be responsible for conducting committee meetings. The County shall provide a non-voting record keeper who shall be responsible for taking notes of all meetings and providing copies of meeting agendas and meeting minutes to all committee members and bargaining unit presidents. Approved meeting minutes shall be considered public information and shall be posted on all union bulletin boards throughout the County.

The County and the Union agree that all meetings of the committee shall be held during normal working hours and no representatives of the committee shall suffer a loss of pay due to their participation on the committee. A quorum of the committee shall be no less than two-thirds of representatives serving on the committee and at least one representative of each group.

The County and the Union agree that this letter of agreement will sunset December 31, 2022 unless the parties agree to extend the letter of agreement beyond that date.

FOR THE COUNTY:


FOR THE UNION:




Date

 1-14-21

Local Union President Date



Date 1/15/21

 1/15/2021

Staff Representative Date

STEELE COUNTY

and

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, DISTRICT
COUNCIL NO. 65, LOCAL UNION NO. 147
(HIGHWAY UNIT), AFL-CIO

MEMORANDUM OF UNDERSTANDING:
SATISFACTORY PERFORMANCE FOR STEP INCREASES


Steele County (hereinafter "County") and the American Federation of State, County and Municipal Employees, District Council No. 65, Local Union No. 147 (Highway Unit), AFL-CIO (hereinafter "Union") are parties to a collective bargaining agreement.

The County and Union agree that an employee must have satisfactory work performance in order to be eligible for step increases. For purpose of this agreement, an employee's work performance shall be considered satisfactory unless the employee has received the lowest rating in 30% or more of the categories being evaluated on their annual performance evaluation. An employee may elect to appeal the denial of a step increase to the grievance procedure.

This memorandum of understanding shall remain in full force and effect until a successor agreement is reached between the parties.

FOR THE COUNTY:


FOR THE UNION:




County Administrator Date 3/2/21



Local Union President Date 1-14-21



County Negotiator Date 1/5/21



Staff Representative Date 1/8/2021