

AGREEMENT

BETWEEN

STEELE COUNTY BOARD OF COMMISSIONERS

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO, COUNCIL 65, LOCAL 147
COURTHOUSE 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 of the County of Steele, Owatonna, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14 excluding professional employees in the Court Services Department; employees included in other bargaining units; supervisory, confidential, and essential 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, subcontract any and all work 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. If the Employer proposes to subcontract any work that would permanently replace any Bargaining Unit positions, two weeks-notice will be given to the Union and the Employer will meet and confer if requested by the Union.

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

Section B. 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 C. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Section D. Fair Share/Agency Fee. The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with Minn. Stat. Sect. 179A.06, Subd. 3.

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 E. 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 F. 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. Up to three (3) employees who are elected by the Union to the negotiating committee shall not suffer a loss in pay when participating in contract negotiations with the Employer. The maximum Employer payment for negotiating time shall be 20 hours per contract year negotiated.

Section G. A union packet, including the current contract, will be provided to all employees at their orientation. The Chapter President and Labor Representative will be notified of all new hires or separations of unit members twice per month.

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 probationary period may be extended by the Employer for up to 30 additional days.

1. As a matter of policy, the Employer will normally evaluate in writing and discuss evaluations with new employees prior to the completion of the initial probationary period. 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. In the event an employee does not successfully complete probation period, he or she shall reimburse the Employer for any sick leave used during the probation period.
3. Compensatory time may be earned and used during the probationary period.

Section B. Promotional- Practices. Notices of all vacancies and newly created positions shall be sent electronically during the recruitment process. Bargaining unit applicants meeting the minimum qualifications shall be granted an interview. In the event that an applicant within the department has equal or better qualifications than an outside applicant (from either the bargaining unit or other applicants), then the senior applicant from within the department shall be given preference. In the event that an applicant from outside the department but within the bargaining unit has equal or better qualifications than an outside applicant, then the senior applicant from within the bargaining unit shall be given preference over an equally qualified outside applicant.

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 their previously held job position during a promotional probationary period shall be compensated at the salary rate which would have been applicable had the promotion not occurred.
3. During the first three (3) months of the promotional probationary period, employees shall have the right to revert to their previously held position.
4. The provisions of this section shall apply to classification promotion. Nothing in this Article shall limit the Employer's right to transfer employees or to reassign duties to include functions properly assignable to classification or to lower classifications. This Article and this Agreement shall give no right to preferential treatment relating to a lateral transfer, either between departments or within a department.

Section D. Layoff and Recall. In the event of a reduction in force, the Employer shall first lay off probationary, temporary, and seasonal employees, in the effected classification(s) before laying off any employees in the bargaining unit. Thereafter, the layoff 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 immediately qualify for the classification. 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 two (2) years 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 level of the new classification which is appropriate.

Section E. Vacancy Defined. For purposes of this Article, a "vacancy" shall be defined as a position the Employer desires to fill for at least three (3) calendar months (520 hours). It shall not include any position to which the previous incumbent has a right to return pursuant to the provisions of this Agreement.

Section F. For purposes of this Section and the entire Agreement, all computation of time served, shall be based on hours worked exclusive of overtime and exclusive of time as a temporary employee.

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 Steele County, in a position included within Article I of this Agreement, 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.

"Department Seniority" means an employee's continuous service within a particular Steele County Department 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.

"Classification Seniority" means an employee's continuous service within a particular Steele County classification 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.

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 regular employment. Time worked as a temporary employee shall not be included.

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. Continuous Service. Shall mean service in a compensated status unbroken by voluntary resignation, discharge 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 not to exceed one (1) hour.

Section B. Work Week. The normal work week for full-time employees shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, except for full-time employees of Four Seasons Arena and Steele County Landfill the normal work week shall be five (5) consecutive eight (8) hour days. This normal workweek may be modified to five (5) consecutive days consisting of four (4) days at nine (9) hours per day and either Monday or Friday consisting of a four (4) hour day or four (4) consecutive days of ten (10) hours or to a different alternate work week not identified above, by mutual agreement of the Employer and Employee. The Employer shall retain the authority to return the employee to the normal eight (8) hour schedule at any time.

Section C. Work Shift. Eight (8) consecutive hours of work shall constitute a normal work shift except in the case of modified shifts listed in Section B (Work Week). All regular employees shall be scheduled to work on a regular work shift, and each work shift shall have a scheduled starting and quitting time.

Section D. Work Schedule. Work schedules for each department showing the employee's shifts, work days, and hours shall be posted on that department's bulletin board at all times. Work schedules shall not be changed without two (2) weeks-notice, except in an emergency.

Section E. Part-time Hours. The hours of work for part-time employees shall be established by the Employer, except that the hours in each work day shall be consecutive, except where otherwise agreed to between the employee and the Employer, including at the time of original hire.

Section F. Flexible Scheduling. Notwithstanding the provisions of Sections A. and B. of this article, the employer and the employee may, by mutual agreement, deviate from the normal work schedule including agreement as part of the initial hire proposal. In the event that an employee accepts such a position deviating from the normal work schedule at the time of hire, that acceptance shall constitute an agreement by the employee to deviate from the normal work schedule. The parties agree that scheduling at the landfill is not subject to the provisions of this article and that the system in practice during 1994 shall continue unless a change is made by mutual agreement between the employer and the union.

ARTICLE 8 OVERTIME

Section A. Overtime Pay. In accordance with the provisions of the Fair Labor Standards Act, the following shall apply concerning overtime pay:

1. Time and one-half (1-1/2) the employee's regular hourly rate of pay, or compensatory time off, at the employee's option, at the rate of one and one-half (1 1/2) hours off for each hour worked, shall be paid for work under any of the following conditions:
 - A. All work performed in excess of forty (40) hours in any work week.

Section B. Holiday and Paid Leave Time for Computing Overtime. All holidays and paid leave time shall be considered time worked for the purpose of computing overtime.

1. Any compensatory time may be taken in fifteen-minute increments if pre-approved by the department head or a designated representative. Compensatory time may be accrued up to a maximum of eighty (80) hours.
2. Other use of compensatory time shall be taken at times mutually agreeable to the employee and the Employer.

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.

Section D. If FLSA exempt positions are created and placed in the Bargaining Unit, applicable overtime provisions shall be negotiated.

**ARTICLE 9
MINIMUM TIME PAY ALLOWANCES**

Section A. Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours work at the appropriate hourly rate. Such time worked can be recorded as time worked for pay or time accrued for compensatory time at the choice of the employee. This shall not apply to early reports or extensions of regular work shifts.

Section B. Employees required to be on "stand-by" (being at a place designated by the employee for which the employee has given a telephone number indicating availability and which shall be within one hour driving time to the department office) shall be compensated at the rate of \$2.00 per hour for each hour of stand-by time during which the employee is not actually called to work.

Section C. If an employee not on "stand-by" gets a work-related call or text after regular work hours, they will be compensated a minimum of one-half hour (1/2) worked at one and one-half (1 ½) times the regular hourly rate.

Employees required to be on stand-by on any of the holidays listed under Article 13 shall be compensated at the rate of \$3.00 per hour for each hour of stand-by. Eligibility for this provision shall be both the day on which the holiday is observed by the County and the actual holiday itself if different.

Stand-by shall be scheduled among employees holding appropriate position classifications and they shall be required to accept stand-by without reference to seniority.

Minimum call-back time, pursuant to Section A, shall not apply to employees on stand-by who are called to work. Such work time shall be compensated at straight time rates and shall be in place of stand-by pay for the time worked.

**ARTICLE 10
WORK BREAKS**

Section A. Rest Periods: All work schedules shall provide for a fifteen (15) minute paid rest period in each four (4) hours of work.

Section B. Meal Periods. All employees shall be granted unpaid lunch period during each work shift. Whenever practical, the lunch period shall be scheduled at the middle of the shift.

**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. An employee contracting/incurred any sickness or disability which renders employee unable to perform the duties of employment shall receive sick time 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 or siblings. For purposes of the unpaid family and medical leave in Section D, a leave will be granted to care for a serious health condition of the employee's children, foster children, stepchildren, spouse or parents regardless of whether the individuals are living in the employee's household.

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.

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 time during the duration of the leave of unpaid absence. In the event the employee is granted additional time after the expiration of the Family and Medical Leave Act leave, the unpaid 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 per year, 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, subject to approval by the County Board.

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

1. Employee shall be 55 years of age or older; AND
2. Employees must have minimum of ten (10) years of service with the County; AND
3. Employee must 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. Payments shall be made in one lump sum on the pay period following the last day of employment. Fifty percent (50%) of this payment shall be paid in cash and fifty percent (50%) shall be paid to the MSRS Health Care Savings Plan.

Section H. Part-time Eligibility. Part-time employees shall earn sick leave benefits on a pro-rata basis based on actual number of hours worked.

Section I. Catastrophic Health Condition Leave Transfer. Employees may transfer earned vacation leave and earned 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 other employees of proposed recipient's catastrophic health condition or that of their 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 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 be 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 and donated sick leave time becomes sick leave time to the recipient.
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 problem" 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:

Years of Service	Accrual Rate Per Year	Accrual Rate Per Month
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. 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 D. Sick Leave During Vacation Period. 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.

Section E. 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 F. 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 Department Head 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 limit stated in Section G 1. Such excess accumulation shall, however, be used by the employee as soon as practicable.

Section G. Part-time Eligibility. Part-time employees shall earn vacation benefits on a pro-rata basis based on actual number of hours worked.

Section H. Weather/Emergency Related Days. Employees may use vacation time if accumulated or a "no-pay day" when attendance is prohibited due to inclement weather. (Ex. snow days) Sick time may not be used. If County offices are closed to employees for any reason, employees will receive regular pay for the duration the offices are closed.

Section I. Four Seasons Arena Employees. Full time employees of the Four Seasons Arena who work on the day after Thanksgiving will receive, in lieu of a holiday for the day after Thanksgiving, a personal holiday which may be taken during the year it accrued at a time agreed to by the employee's department head.

Section J. Return to Employment. If an employee returns to employment with the County and within the bargaining unit within two (2) years after leaving employment in good standing, the employee will accrue vacation and the years of service level/category they were earning when they left their employment with the County.

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	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	Friday following Thanksgiving
December 25 th	Christmas Day
1/2 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.

*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.

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. Part-time employees working 20 or more hours shall earn holiday benefits on a pro-rata basis based on actual number of hours worked.

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 three non-consecutive 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, grandparents-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 shall receive an automatic leave of absence when called for jury duty. The employee shall be paid at the regular rate of pay by the Employer, less the amount of per diem received while serving on jury duty. 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 shall be granted a paid leave of absence during the period of such activity to a maximum of 15 days.

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 two employees at any one time who are elected to any Union office or selected by the Union to do work 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 shall be granted a leave of absence for the period of military service during a declared national emergency.
4. Child Care 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.
5. Education. The Union and the Employer agree 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 by the parties to this Agreement:
- A. Employees may be reimbursed for tuition, books, fees, mileage or other reasonable expenses as may be approved by the Director 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.
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 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 may 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 is not obligated to notify the employee of the right to have a Union Representative present. The Employer need not wait for Union representation from off premises before proceeding.

Section B. Type of Discipline. The type and extent of disciplinary action taken will be equated to the seriousness of the offense committed. The appointing authority or supervisor of any employee may:

1. Issue verbal reprimand.
2. Written reprimand to an employee which will be noted in the employee's personnel file. A copy of such notation will be made available to the employee and any response in writing will also be placed in the employee's file.
3. Suspension notice will be in writing indicating duration and reasons and will be issued to the employee. A copy of the notice will be placed in the employee's personnel file and any response in writing will also be placed in the employee's personnel file.
4. Reduce in grade or demote employee. Notice of reduction in grade or demotion indicating the reasons for such action will be in writing and will be placed in the employee's personnel file and any response in writing will also be placed in the employee's personnel file.
5. Dismiss an employee. The notice of dismissal indicating the reasons for such action and the effective date will be in writing and issued to the employee. A copy of the notice will be placed in the employee's personnel file and any response in writing will also be placed in the employee's personnel file.
6. Employees may examine their individual personnel files at reasonable time, under the direct supervision of the Employer.

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

Section D. Any disciplinary action taken by the Employer against an employee who has completed the initial hire probationary period shall be subject to the grievance procedure.

Section E. Outside Employment. Employees may not engage in any outside occupation, employment, or business which might hinder their impartial or objective performance of their public duties, embarrass the County government, be incompatible with or impair their efficiency on the job.

Section F. All letters of discipline will be signed by the employee acknowledging receipt of, but not agreement with, the letter of reprimand.

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 Resource Director or designee within Ten (10) 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 ten (10) 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 Ten (10) working days following their meeting.

Step 3A. 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 mediation is completed.

Step 3B. If the grievance is not satisfactorily resolved in Step 2 &/or mediation, 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 or not the grievance will be presented to the Board in a closed or open session. The Board shall have fifteen (15) working days to resolve the matter and give written answer to the employee and the Union.

Step 4. 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 ten (10) working days after the employee and the Union's receipt of the Employer's written answer in Step 3. 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 decision 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 protest 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.

Section B. 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. This shall not, apply to maternity leave.

Section C. 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.

Section D. 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 \$1,838.75 per month for that coverage. In the event that an eligible employee elects family health insurance, the Employer will pay \$1,763.75 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. The Employer shall contribute to each employee's HSA or VEBA account in the amount of \$1700.16 per year for employees enrolled in single coverage and \$3500.16 per year for employees electing dependent coverage. 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 days of employment.

Section E. Employees who are covered by the provisions of this Article may elect to continue participation in this Group Health Plan at their own expense upon termination of employment for the length of time designated by state and federal regulations.

Section F. 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.

Section G. Part time Employees hired on or after 01/01/2017 will not be eligible for insurance benefits unless the employee is scheduled more than 30 hours per week.

ARTICLE 19 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 building 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 not to post any political or inflammatory materials.

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 County Administrator and the Dept. Head of any department in which they intend to be present.

Section D. All required 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 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 fifteen (15) calendar days of its inception.

Section F. Professional Activities & License Renewal Fees. The Employer may pay for membership in professional organizations and training programs involving attendance at committee meetings, conferences, seminars or institutes. The decision to allow attendance at conferences or training sessions shall be solely within the discretion of the Employer. The following guidelines will be used, in conjunction with general budget constraints as the basis for allowing 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.

If a position requires a license, the County will pay the cost of the license renewal fee.

Section G. Travel Allowances. The Employer shall establish the rate for mileage reimbursement for authorized travel, at a rate equal to the allowable rate established by the Internal Revenue Service (IRS). In addition, employees who drive their own vehicle 750 miles or more in any calendar year starting in 2012 shall be paid in addition an amount equal to fifteen cents (\$0.15) per mile for all miles driven in the calendar year in a check to be issued no later than January 31st of the following year.

Section H. Meals and Overnight Lodging. See Steele County Policy regarding meals and lodging.

Section I. Labor Management Committee. A joint Labor-Management Committee shall be established at the written request of either party to discuss such matters as either party may request. The Committee shall meet at such times and places as mutually agreed upon.

Section J. Exempt Employees: All exempt employees covered by the collective bargaining agreement are granted the same benefits as Non-Union Exempt employees.

Section K. Clothing/Uniform Allowances: (If required to wear a uniform by the employer)

Landfill Operators: Will be reimbursed for the purchase of work clothing and/or work boots in an amount equal to a maximum of three hundred seventy-five dollars (\$375.00) per year.

Detention Center Front Office, Nurses, Programs Staff: Will be reimbursed two hundred seventy-five dollars (\$275.00) per year for the purchase of work clothing and/or boots/shoes.

Facility Maintenance, Custodians: Will be reimbursed two hundred dollars (\$200.00) per year for the purchase of work clothing and/or boots.

4 Seasons Maintenance Workers: Will be provided a coat and shirts each year by the employer.

Reimbursement for all positions listed above shall be made only when the employee submits receipts to the County/Supervisor.

ARTICLE 20 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 step 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, eligible employees below the top of the applicable range shall receive a step increase as provided in the 2021 pay plan in Appendix A-1.

2022 Salary.

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

On July 1, 2022, eligible employees below the top of the applicable range shall 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 seven (7) above the start rate of the applicable range. 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. Placement on the next closest higher step in the new rating/grade, plus 1 additional step. The employee may provide the employer relevant information regarding step placement upon promotion. The Employer has the right to place a promoted employee up to step 7 on the new rating/grade.

Section E. If, during the term of this Agreement, a classification for which no rate has been negotiated is added, the classification shall be evaluated through the County comparable worth system within three (3) months of the date the classification is filled, with the effective date occurring no later than the date job is adopted.

Section F. 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 G. 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 between August 1st and

September 1st 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 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 21 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 22 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 23 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 24
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 25
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 5th day of January, 2021.

FOR:

STEELE COUNTY BOARD OF

COMMISSIONERS STEELE COUNTY
OWATONNA, MINNESOTA

James Brady
Board Chairman

[Signature]
County Administrator

Julie Johnson
Human Resource Director

1/5/21
Date

FOR:

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

B. Anderson 3-29-2021
President

[Signature]
Secretary

[Signature]
Staff Representative

3/2/2021
Date

AFSCME - Courthouse Unit 2021 Wage Scale

DBM	1	2	3	4	5	6	7	8	9	10	11	12	13
A11	\$13.92	\$14.38	\$14.83	\$15.26	\$15.73	\$16.18	\$16.69	\$17.14	\$17.60	\$18.05	\$18.50	\$18.97	\$19.46
A12	\$15.40	\$15.91	\$16.41	\$16.92	\$17.41	\$17.92	\$18.46	\$18.99	\$19.47	\$19.99	\$20.50	\$20.98	\$21.56
A13	\$16.89	\$17.43	\$17.99	\$18.53	\$19.09	\$19.64	\$20.24	\$20.80	\$21.34	\$21.92	\$22.47	\$23.02	\$23.63
B21	\$18.38	\$18.98	\$19.58	\$20.17	\$20.76	\$21.35	\$22.05	\$22.64	\$23.24	\$23.85	\$24.43	\$25.03	\$25.72
B22	\$19.85	\$20.52	\$21.16	\$21.80	\$22.46	\$23.09	\$23.84	\$24.47	\$25.11	\$25.77	\$26.42	\$27.06	\$27.79
B23	\$21.33	\$22.05	\$22.73	\$23.43	\$24.13	\$24.82	\$25.60	\$26.30	\$26.99	\$27.71	\$28.40	\$29.11	\$29.89
B24	\$23.21	\$23.95	\$24.72	\$25.46	\$26.23	\$26.98	\$27.84	\$28.60	\$29.35	\$30.11	\$30.88	\$31.62	\$32.48
B25	\$25.43	\$26.25	\$27.10	\$27.93	\$28.76	\$29.58	\$30.51	\$31.35	\$32.16	\$33.02	\$33.85	\$34.66	\$35.61
B31	\$23.21	\$23.95	\$24.72	\$25.46	\$26.23	\$26.98	\$27.84	\$28.60	\$29.35	\$30.11	\$30.88	\$31.62	\$32.48
B32	\$25.43	\$26.25	\$27.10	\$27.93	\$28.76	\$29.58	\$30.51	\$31.35	\$32.16	\$33.02	\$33.85	\$34.66	\$35.61
C41	\$27.29	\$28.18	\$29.10	\$29.97	\$30.87	\$31.75	\$32.76	\$33.64	\$34.52	\$35.43	\$36.31	\$37.20	\$38.19
C42	\$28.78	\$29.71	\$30.67	\$31.60	\$32.53	\$33.47	\$34.52	\$35.48	\$36.42	\$37.36	\$38.29	\$39.20	\$40.29
C43	\$30.27	\$31.26	\$32.26	\$33.23	\$34.23	\$35.19	\$36.32	\$37.30	\$38.29	\$39.26	\$40.26	\$41.25	\$42.35
C44	\$32.11	\$33.18	\$34.23	\$35.27	\$36.32	\$37.37	\$38.54	\$39.59	\$40.65	\$41.70	\$42.74	\$43.79	\$44.98
C45	\$34.35	\$35.49	\$36.60	\$37.71	\$38.84	\$39.96	\$41.22	\$42.33	\$43.48	\$44.59	\$45.71	\$46.83	\$48.09
C51	\$32.11	\$33.18	\$34.23	\$35.27	\$36.32	\$37.37	\$38.54	\$39.59	\$40.65	\$41.70	\$42.74	\$43.79	\$44.98
C52	\$34.35	\$35.49	\$36.60	\$37.71	\$38.84	\$39.96	\$41.22	\$42.33	\$43.48	\$44.59	\$45.71	\$46.83	\$48.09
D61	\$36.23	\$37.40	\$38.60	\$39.77	\$40.95	\$42.13	\$43.47	\$44.63	\$45.81	\$47.01	\$48.19	\$49.36	\$50.70
D62	\$37.68	\$38.93	\$40.18	\$41.40	\$42.62	\$43.84	\$45.25	\$46.47	\$47.70	\$48.92	\$50.17	\$51.38	\$52.77
D63	\$39.17	\$40.47	\$41.75	\$43.03	\$44.29	\$45.58	\$47.02	\$48.31	\$49.58	\$50.86	\$52.13	\$53.42	\$54.85
D64	\$41.05	\$42.37	\$43.72	\$45.06	\$46.41	\$47.75	\$49.25	\$50.60	\$51.93	\$53.27	\$54.61	\$55.94	\$57.45
D71	\$41.05	\$42.37	\$43.72	\$45.06	\$46.41	\$47.75	\$49.25	\$50.60	\$51.93	\$53.27	\$54.61	\$55.94	\$57.45
D72	\$43.27	\$44.68	\$46.10	\$47.53	\$48.92	\$50.33	\$51.93	\$53.34	\$54.76	\$56.19	\$57.57	\$59.00	\$60.57
E81	\$45.13	\$46.62	\$48.09	\$49.55	\$51.03	\$52.49	\$54.16	\$55.63	\$57.12	\$58.59	\$60.05	\$61.52	\$63.19
E82	\$46.63	\$48.16	\$49.66	\$51.20	\$52.71	\$54.22	\$55.93	\$57.46	\$58.99	\$60.51	\$62.03	\$63.55	\$65.26
E83	\$48.11	\$49.69	\$51.25	\$52.81	\$54.39	\$55.94	\$57.74	\$59.30	\$60.88	\$62.45	\$64.01	\$65.58	\$67.35
E91	\$49.96	\$51.62	\$53.22	\$54.85	\$56.48	\$58.12	\$59.95	\$61.59	\$63.23	\$64.86	\$66.49	\$68.11	\$69.95
E92	\$52.20	\$53.91	\$55.59	\$57.31	\$59.02	\$60.71	\$62.63	\$64.34	\$66.05	\$67.74	\$69.45	\$71.15	\$73.08

AFSCME - Courthouse Unit 2022 Wage Scale

DBM	1	2	3	4	5	6	7	8	9	10	11	12	13
A11	\$14.24	\$14.71	\$15.17	\$15.61	\$16.09	\$16.55	\$17.07	\$17.53	\$18.00	\$18.46	\$18.92	\$19.40	\$19.90
A12	\$15.75	\$16.27	\$16.78	\$17.31	\$17.81	\$18.33	\$18.88	\$19.42	\$19.91	\$20.44	\$20.97	\$21.46	\$22.05
A13	\$17.28	\$17.83	\$18.40	\$18.95	\$19.52	\$20.09	\$20.70	\$21.27	\$21.83	\$22.42	\$22.98	\$23.54	\$24.17
B21	\$18.80	\$19.41	\$20.03	\$20.63	\$21.23	\$21.84	\$22.55	\$23.15	\$23.77	\$24.39	\$24.98	\$25.60	\$26.30
B22	\$20.30	\$20.99	\$21.64	\$22.30	\$22.97	\$23.61	\$24.38	\$25.03	\$25.68	\$26.35	\$27.02	\$27.67	\$28.42
B23	\$21.81	\$22.55	\$23.25	\$23.96	\$24.68	\$25.38	\$26.18	\$26.90	\$27.60	\$28.34	\$29.04	\$29.77	\$30.57
B24	\$23.74	\$24.49	\$25.28	\$26.04	\$26.83	\$27.59	\$28.47	\$29.25	\$30.02	\$30.79	\$31.58	\$32.34	\$33.22
B25	\$26.01	\$26.85	\$27.71	\$28.56	\$29.41	\$30.25	\$31.20	\$32.06	\$32.89	\$33.77	\$34.62	\$35.44	\$36.42
B31	\$23.74	\$24.49	\$25.28	\$26.04	\$26.83	\$27.59	\$28.47	\$29.25	\$30.02	\$30.79	\$31.58	\$32.34	\$33.22
B32	\$26.01	\$26.85	\$27.71	\$28.56	\$29.41	\$30.25	\$31.20	\$32.06	\$32.89	\$33.77	\$34.62	\$35.44	\$36.42
C41	\$27.91	\$28.82	\$29.76	\$30.65	\$31.57	\$32.47	\$33.50	\$34.40	\$35.30	\$36.23	\$37.13	\$38.04	\$39.05
C42	\$29.43	\$30.38	\$31.37	\$32.32	\$33.27	\$34.23	\$35.30	\$36.28	\$37.24	\$38.21	\$39.16	\$40.09	\$41.20
C43	\$30.96	\$31.97	\$32.99	\$33.98	\$35.01	\$35.99	\$37.14	\$38.14	\$39.16	\$40.15	\$41.17	\$42.18	\$43.31
C44	\$32.84	\$33.93	\$35.01	\$36.07	\$37.14	\$38.22	\$39.41	\$40.49	\$41.57	\$42.64	\$43.71	\$44.78	\$46.00
C45	\$35.13	\$36.29	\$37.43	\$38.56	\$39.72	\$40.86	\$42.15	\$43.29	\$44.46	\$45.60	\$46.74	\$47.89	\$49.18
C51	\$32.84	\$33.93	\$35.01	\$36.07	\$37.14	\$38.22	\$39.41	\$40.49	\$41.57	\$42.64	\$43.71	\$44.78	\$46.00
C52	\$35.13	\$36.29	\$37.43	\$38.56	\$39.72	\$40.86	\$42.15	\$43.29	\$44.46	\$45.60	\$46.74	\$47.89	\$49.18
D61	\$37.05	\$38.25	\$39.47	\$40.67	\$41.88	\$43.08	\$44.45	\$45.64	\$46.85	\$48.07	\$49.28	\$50.48	\$51.85
D62	\$38.53	\$39.81	\$41.09	\$42.34	\$43.58	\$44.83	\$46.27	\$47.52	\$48.78	\$50.03	\$51.30	\$52.54	\$53.96
D63	\$40.06	\$41.39	\$42.69	\$44.00	\$45.29	\$46.61	\$48.08	\$49.40	\$50.70	\$52.01	\$53.31	\$54.63	\$56.09
D64	\$41.98	\$43.33	\$44.71	\$46.08	\$47.46	\$48.83	\$50.36	\$51.74	\$53.10	\$54.47	\$55.84	\$57.20	\$58.75
D71	\$41.98	\$43.33	\$44.71	\$46.08	\$47.46	\$48.83	\$50.36	\$51.74	\$53.10	\$54.47	\$55.84	\$57.20	\$58.75
D72	\$44.25	\$45.69	\$47.14	\$48.60	\$50.03	\$51.47	\$53.10	\$54.55	\$56.00	\$57.46	\$58.87	\$60.33	\$61.94
E81	\$46.15	\$47.67	\$49.18	\$50.67	\$52.18	\$53.68	\$55.38	\$56.89	\$58.41	\$59.91	\$61.41	\$62.91	\$64.62
E82	\$47.68	\$49.25	\$50.78	\$52.36	\$53.90	\$55.44	\$57.19	\$58.76	\$60.32	\$61.88	\$63.43	\$64.98	\$66.73
E83	\$49.20	\$50.81	\$52.41	\$54.00	\$55.62	\$57.20	\$59.04	\$60.64	\$62.25	\$63.86	\$65.46	\$67.06	\$68.87
E91	\$51.09	\$52.79	\$54.42	\$56.09	\$57.76	\$59.43	\$61.30	\$62.98	\$64.66	\$66.32	\$67.99	\$69.65	\$71.53
E92	\$53.38	\$55.13	\$56.85	\$58.60	\$60.35	\$62.08	\$64.04	\$65.79	\$67.54	\$69.27	\$71.02	\$72.76	\$74.73

MEMORANDUM OF UNDERSTANDING 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 (Courthouse 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 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.

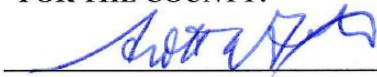
The County and the Union agree that the committee shall operate according to Robert's Rules of Order, Newly Revised. No vote to change the Health Insurance Carrier, Health Insurance Plan(s), and Health Insurance Benefit Levels offered by the County to its employees shall be taken until two (2) weeks 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.

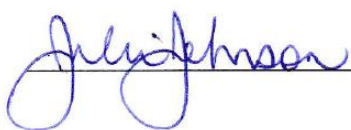
The County and the Union agree that all meetings of the committee shall be held during normal working hours and no representatives of the committee shall suffer a loss of pay due to their participation on the committee. A quorum of the committee shall be no less than two-thirds of representatives serving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


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

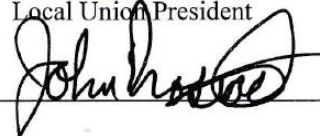
FOR THE COUNTY:

FOR THE UNION:



Date
 01/05/21

 3.29.2021

Local Union President Date
 4/6/2021

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 (Courthouse 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.

The 12-month review period is June 1 – May 31st of each year, with performance evaluations taking place during the month of June annually.

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 3/2/21
Date



Local Union President 3.29.2021
Date



County Negotiator 01/05/21
Date



Staff Representative 3/2/2021
Date