

AGREEMENT

BETWEEN

STEELE COUNTY BOARD OF COMMISSIONERS

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO, COUNCIL 65, LOCAL 147-7
PROBATION OFFICERS**



JANUARY 1, 2021 THRU 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 147-7, 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 Probation Officers of the County of Steele, Owatonna, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding 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 personnel and technology; to establish and modify the organizational structure; to select, assign, direct and determine the number of personnel; to establish work schedules; subcontract with vendors or others for goods and/or

services of any and all work; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to assign particular new functions and programs which are the responsibility of the Employer according to state law or rule and regulations having the force and effect of law; 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 within 30 working days after the Employer has been notified to have dues withheld for the employee.

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 wage 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 provided 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.

If a bargaining unit employee chooses not to become a member of the Union, they shall notify the Union and Employer of this in writing and no agency fee will be deducted from their wages.

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 two (2) 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.

ARTICLE 5 WORK FORCE/PROBATIONARY PERIOD

Section A. Probationary Period. All employees who are new hires or rehires following separation shall serve a probationary period of twelve (12) months.

1. As a matter of policy, the Employer will normally evaluate and discuss evaluations with new employees prior to the completion of the initial probationary period. During the initial 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 earn paid time off (PTO). PTO benefits may be used during the probation period.
3. If employment is terminated during an employee's probation period, there shall be no payout of accrued PTO or other benefits to the employee.

Section B. 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.

Section C. Promotional Trial Period.

1. Promoted employees shall serve a trial period of twelve (12) 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 and is not considered a demotion. Employees returned to their previously held job position during a promotional trial period shall be compensated at the salary rate and step which would have been applicable had the promotion not occurred.

3. During the first six (6) months of the promotional trial period, employees shall have the right to revert to their previously held classification.
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.

ARTICLE 6 SENIORITY/LAYOFF/RECALL

Section A. Department Seniority. Department seniority means an employee's continuous service within the Court Services/Probation/Community Corrections Department since their date of hire. For covered part-time employees, seniority shall be based on full-time equivalency (2080) hours.

Section B. Workforce/Probation Period. New employees shall be added to the seniority list following satisfactory completion of probation. Time worked as a temporary or on-call employee or in a position not in this unit shall not count towards seniority.

Section C. Separation. Employees who voluntarily resign, retire or have been discharged shall not retain their seniority.

Section D. Reduction in Work Force. In the event of a reduction in workforce, the Employer shall give thirty (30) calendar days notice when practicable, but at least 21 calendar days prior to the anticipated date of layoff, to employee(s) who would be the least senior in the classification, and a copy to the Union.

Section E. 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 employees in the department. Thereafter, the layoff shall be by in inverse order of departmental seniority.

1. Recall from layoff shall be by inverse order of layoff or displacement from the department. No vacancies shall be filled by promotion or hiring until all employees who have been laid off and displaced from the department and who wish to return to work in the department 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.
2. The Employer shall not employ any seasonal or temporary workers in the department 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.

3. Any employee on layoff who refuses to return to work in the bargaining unit, if an offer of such position is made, shall be deemed to have resigned if such refusal constitutes grounds for termination of unemployment compensation.

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.

Section G. 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 H. Continuous Service. Shall mean service in a compensated status unbroken by voluntary resignation, discharge, retirement or unpaid leave of absence not covered by federal or state law.

ARTICLE 7 HOURS OF WORK

Section A. Work Week and Hours of Work. The normal workday and work week shall be the number of hours per day and days per week as may be established by the Employer from time to time with respect to any program or job classification within the bargaining unit or combination of said factors, provided, however, that the normal work week shall not be more than forty (40) hours. Reasonable advance notice of change of normal hours or normal work week shall be given by employer.

The employer and an employee may agree that the employee may depart from normal working hours to accommodate special needs of the employee or the employee's job duties. Flex time scheduling shall not be allowed if it would be detrimental to the accomplishment of the employer's business.

Probation officers will be expected to respond to work phone calls during their non-normal work hours whenever possible. Any work call responded to by an employee will be compensated at the minimum rate of 15 minutes straight time. If the call causes the employee to work over 40 hours in the work week and/or flex time is not possible due to when the call took place, the employee would be able to receive comp time or be compensated pursuant to the overtime section of this contract. Probation officers will not be expected to respond to phone calls during paid holidays or PTO.

Section B. Part-time Hours. The hours of work for part-time employees shall be established by the Employer at the time of hire and may be modified based on workload and needs.

ARTICLE 8 OVERTIME

Section A. Overtime Pay. Employees classified as "non-exempt" pursuant to the Fair Labor Standards Act shall be eligible to receive overtime compensation computed at one and one-half (1 ½) times the applicable base rate for hours worked in excess of forty (40) hours in a work week. An employee may be required to take time off from the normal schedule during the work week in order to minimize overtime payments.

Section B. Computation of Overtime. Compensated leave hours shall not be included in the forty (40) worked hours per week in the computation of overtime pay. Notwithstanding this, paid holidays shall be included in the 40 worked hours per week for overtime computation.

Section C. Comp time. Non-exempt employees may be permitted to accrue comp time in lieu of overtime pay only upon approval of the supervisor. Use of compensatory time shall be taken at times mutually agreeable to the employee and the Employer.

Compensatory time may be accrued up to a maximum of eighty (80) hours. Up to eighty (80) hours of accumulated comp time may be carried over into the next calendar year. Any employee with comp time accruals greater than eighty (80) hours on December 31st of each year shall forfeit any hours above eighty (80).

Section D. 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 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. Employees shall be granted an unpaid lunch period during each work shift. The lunch period shall be scheduled at the middle of the shift, whenever possible, and can't be combined with rest periods in order to alter the regular work schedule in order to leave work early or start work late.

ARTICLE 10 PAID TIME OFF (PTO)

Section A. Steele County will provide paid time off (PTO) from work to eligible employees. Employees shall be eligible to accrue a PTO benefit at the following rates per pay period:

<u>Years of Service</u>	<u>Hours/Pay Period</u>	<u>Yearly Hours Per/Yr</u>	<u>Required Usage</u>
0-3 years	5.847	152.04 (19 days)	40 hrs.
4-6 years	6.461	168.00 (21 days)	40 hrs.
7-9 years	7.384	192.00 (24 days)	60 hrs.
10-12 years	8.307	216.00 (27 days)	60 hrs.
13-19 years	8.923	232.00 (29 days)	60 hrs.
20-24 years	9.540	248.04 (31 days)	80 hrs.
over 25 years	10.463	272.04 (34 days)	80 hrs.

The above schedule is for full-time employees. PTO must be used in 15-minute increments.

Section B. Part-time Eligibility. Part-time employees shall earn paid time off (PTO) benefits on a pro-rata basis based on the actual number of hours worked in each pay period.

Section C. Length of service for PTO accrual purposes shall be interrupted by separation due to resignation, termination, failure to return upon expiration of a leave of absence, or failure to respond to a recall from layoff or retirement. When the employee's length of service reaches the next higher rate of accrual, accrual at the new rate shall begin on the first day of the pay period following the date of eligibility.

Section D. Use of PTO. PTO may be used by the employee for any purpose. Use of PTO must be approved by the employee's supervisor or their designee in advance of use, except in cases of emergency. PTO may be used in 15-minute increments.

The Employer shall attempt to authorize employee PTO use at a time agreeable to the employee insofar as work unit staffing permits. If it is necessary to limit the number of employees within the unit on PTO at the same time and in the event of any conflict over non-emergency PTO requests, the Employer will consider the order in which the requests were received and if necessary, rotate who is granted PTO for the week preceding, week of and week following a paid holiday each calendar year.

Whenever practicable, employees shall submit written request for PTO at least two (2) weeks in advance of their leave to their supervisor or designee. When advance written requests are impracticable, employees shall secure the approval of their supervisor or designee by telephone or other means at the earliest opportunity.

If usage of PTO is more than three days for sickness or illness, FMLA documentation and a doctor's notice may be requested before an employee can return to work.

Section E. Availability of PTO. PTO is not available for use until the pay period following the pay period during which it was accrued.

Section F. Maximum Accrual and Carryover of PTO. The maximum accrual of PTO for an employee hired into the department after April 1, 2008 is 480 hours. These employees will forfeit any hours above 480. An employee may carryover a maximum of 480 hours into the following calendar year. For 2021 only, any employee hired into the department after April 1, 2008 who is above the maximum accrual of 480 hours will be paid out in a cash lump-sum payment the month following ratification of the new contract for any hours in excess of 480.

The maximum accrual of PTO for an employee hired into the unit on or before April 1, 2008 is 800 hours. These employees will forfeit any hours above 800. These employees may carryover a maximum of 800 hours into the following calendar year.

Section G. Retirement Benefit. Employees retiring from County employment must meet all the following eligibility requirements for the PTO retirement benefit:

- 1) Be 55 years of age or older;
- 2) Been employed by the county for a minimum of 10 continuous years;
- 3) Be eligible to receive PERA benefit.

Employees retiring from employment from Steele County will have 50% of their PTO payout deposited into a Post-Retirement Health Care Savings Plan with MSRS.

The remaining 50% can be paid in a lump sum cash payout or to one of the County's approved deferred compensation plans, subject to maximum deferral regulations.

Upon retirement, an employee must be in good standing and is required to provide a minimum of two-weeks' notice in order to be entitled to payment of 100% of their unused PTO at the employee's regular current base rate of pay.

PTO can't be used to extend an employee's date of retirement beyond their last scheduled work day.

Section H. Pay-Out of PTO Upon Separation of Employment from the County.

Upon separation, an employee must be in good standing and is required to provide a minimum of two-weeks' notice in order to be entitled to payment of 100% of their unused PTO at the employee's regular current base rate of pay.

PTO can't be used to extend an employee's date of resignation beyond their last scheduled work day.

Section I. Annual cash-out option. Employees may cash out their paid time off (PTO) by completing the appropriate form requesting such pay out in the calendar year preceding the year of the cash out, per IRS regulations. An employee may elect to cash out up to 100 hours of PTO accrued in the year of the cash out provided that the employee has used the required PTO as stated in the personnel policy by October 30th and have a remaining balance equal to or greater than the number of PTO hours elected for cash out by October 30th.

PTO cash outs will be paid and included in the 1st payroll in November equivalent to the number of hours elected to cash out multiplied by the employee's rate of pay at the time of payment. Regular rate for the purpose of this policy is the employee's straight time rate not including any overtime, shift differential, out of class adjustment, or any other additions to regular pay.

In the event an employee who elected this option in the preceding year leaves county employment before the cash pay-out occurs in November, the employee will be paid out for the amount of PTO they've accrued during the current year at the time they leave employment.

**ARTICLE 11
HOLIDAYS**

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

January 1
Third Monday in January
Third Monday in February

New Year's Day
Martin Luther King Day
President's Day

Last Monday in May

July 4th

First Monday in September

November 11th

Fourth Thursday in November

First Friday after the Fourth Thursday in November

December 25th

1/2 Day December 24th *

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Friday following Thanksgiving

Christmas Day

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 workday previous to and their first scheduled workday 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 12 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 Leave 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 exceeding 3 days will be answered after the request is received and approved after the next board meeting.

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 same or similar position and classification 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, stepchild, sister, brother, mother-in-law, or father-in-law, the employee shall be granted three consecutive workdays leave of absence with full pay not charged to PTO.
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. Union Business. Not more than one employee 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.
2. Parental Leave. An employee may request a leave of absence without pay for a period not to exceed twelve (12) weeks for the purpose of childcare needs due to the recent birth or adoption of a child. The terms regarding such leave shall be governed by federal and state law and shall run concurrently with an employee's leave pursuant to the Family and Medical Leave Act entitlement. An employee may choose to save up to forty (40) hours of their PTO balance when taking a parental leave, for use upon their return from this leave.
3. Personal Leave. Personal leave without compensation up to six (6) months may be granted to an employee for any reasonable purpose and extended for any reasonable period. Employees shall submit a written request for personal leave to the Department Head. Any unpaid leave longer than 30 calendar days must be approved by the County Board. Consideration shall be made as to the loss of efficiency to the Department and nature of the request when determining whether to approve or deny personal leave.

ARTICLE 13
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

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

1. 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. Reduction in grade or demotion of employee. (non-voluntary)
5. Dismissal of 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 by submitting a written request to the Director of Human Resources. Examination shall be at a 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, create a conflict of interest, be incompatible with or impair their efficiency on the job.

Section F. Letters of discipline will be signed by the employee acknowledging receipt of the letter.

ARTICLE 14
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 as follows:

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 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 Resources 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, the employee and the Union representative. If no settlement is reached, the Human Resources 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 3A may, by mutual agreement of the parties and within fifteen (15) working days of the Step 3A 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. County Board - If the grievance is not satisfactorily resolved in Step 3A &/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, 3 and/or mediation. 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. 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 group grievance may be submitted to arbitration in accordance with this Article 15.

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 15
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 16
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 \$50,000.

Section C. Employees on PTO will be provided an employer paid short term disability policy. An employee is required to use their PTO accruals to offset any disability payment to equal 100% of their pay, if an employee has PTO accruals remaining, unless they're on an approved Parental Leave and have chosen to keep up to a maximum of forty (40) hours of PTO for use upon their return from the leave.

Section D. 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 E.

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.
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 employee + 1 or family 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 F. 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 G. 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 H. Part time Employees will not be eligible for insurance benefits unless the employee is scheduled to work more than 30 hours per week.

ARTICLE 17 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 two (2) 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 be permitted to come on the premises of the Employer and meet with an employee 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. They must report their presence and general purpose to either the Human Resources Director or Dept. Head/Designee. Any meetings will take place outside of the secure work areas.

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. Professional Activities. 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 be related and relevant to the employee's work assignment or correlate with the goals included in the employee's current performance evaluation.
2. Selection shall be made based on the consideration of potential benefits to the employee and the Employer.
3. Registration fees may be reimbursed by the Employer.

Section F. Travel Allowances. The Employer shall establish the rate for mileage reimbursement for authorized travel, at a rate per county policy.

Section G. 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.

ARTICLE 18 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. 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)

2022 Salary. Effective January 1, 2022 the compensation ranges and the base salary of each covered individual employee shall be increased by two and one quarter percent (2.25%) (See 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. Longevity Stipend.

1. 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 dollars (\$100) lump sum stipend.
2. 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 dollars (\$200) lump sum stipend.
3. 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 dollars (\$400) lump sum stipend.

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 D. 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 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.

Section E. Promotions.

When an employee is promoted from a PO 1 to a PO2, the employee shall receive a minimum of a 3% wage increase and up to a maximum of a 5% increase.

When an employee is promoted from a PO 2 to a PO 3, the employee shall be placed on the next closest higher step in the new wage range, plus 1 additional step.

Section F. Demotions. When an employee is demoted to a lower classification, the employee shall be placed on the next closest lower step in the new classification that doesn't provide a wage increase.

Section G. New Hire Wage Cap. New hires with less than 10 years of experience must be placed on Step 10 or below on the wage scale at the time of hire. Only new hires with 10 or more years of experience may be placed above step 10 on the wage scale at the time of hire.

ARTICLE 19
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 20
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 21
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 22
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 23
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 _____ day of _____, 2021.

FOR:

STEELE COUNTY BOARD OF
COMMISSIONERS STEELE COUNTY OWATONNA,
MINNESOTA

Board Chairman

Date

James Brady

Oct-26

FOR:

AMERICAN FEDERATION OF STATE, COUNTY &
MUNICIPAL COUNCIL 65, AFL-CIO, LOCAL 147-7
EMPLOYEES

President

Date

T. E. R.

10/20/2021

County Administrator

Date

Scott Mills

11/4/2021

Secretary

Date

[Signature]

10/20/21

Human Resource Director

Date

Julie Johnson

10/26/21

Labor Representative

Date

John Rostad

10/20/2021

AFSCME Council 65, Local 147-7 Probation Officers 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
F101	\$54.05	\$55.83	\$57.58	\$59.36	\$61.11	\$62.88	\$64.87	\$66.63	\$68.41	\$70.15	\$71.94	\$73.68	\$75.68
F102	\$55.54	\$57.36	\$59.15	\$60.99	\$62.80	\$64.61	\$66.65	\$68.47	\$70.27	\$72.08	\$73.89	\$75.71	\$77.77
F103	\$57.02	\$58.89	\$60.75	\$62.60	\$64.47	\$66.32	\$68.44	\$70.29	\$72.16	\$74.02	\$75.87	\$77.73	\$79.83

AFSCME Council 65, Local 147-7 Probation Officers 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
F101	\$55.27	\$57.09	\$58.88	\$60.70	\$62.49	\$64.30	\$66.33	\$68.13	\$69.95	\$71.73	\$73.56	\$75.34	\$77.39
F102	\$56.79	\$58.66	\$60.49	\$62.37	\$64.22	\$66.07	\$68.15	\$70.02	\$71.86	\$73.71	\$75.56	\$77.42	\$79.52
F103	\$58.31	\$60.22	\$62.12	\$64.01	\$65.93	\$67.82	\$69.98	\$71.88	\$73.79	\$75.69	\$77.58	\$79.48	\$81.63

STEELE COUNTY

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 65, LOCAL UNION NO. 147-7 (PROBATION OFFICERS UNIT), AFL-CIO

MEMORANDUM OF UNDERSTANDING:
SATISFACTORY PERFORMANCE FOR STEP INCREASES

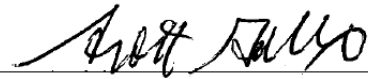
Steele County (hereinafter "County) and the American Federation of State, County and Municipal Employees, District Council No. 65, Local Union No. 147-7 (Probation Officer Unit), AFL-CIO (hereinafter "Union") are parties to a collective bargaining agreement.


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.

Eligible employees will receive step increases on their anniversary date.

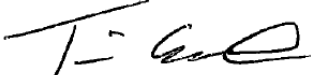
This memorandum of understanding shall remain in full force and effect until a successor agreement is reached between the parties.

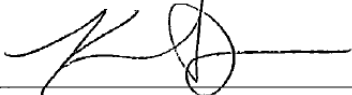
FOR THE COUNTY:


County Administrator 11/4/2021
Date


County Negotiator 10/26/21
Date

FOR THE UNION:


Local Union President 10/20/2021
Date


Staff Representative 10/20/21
Date


10/20/2021

STEELE COUNTY

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 65, LOCAL UNION NO. 147-7 (PROBATION OFFICERS UNIT), AFL-CIO

MEMORANDUM OF UNDERSTANDING: SICK LEAVE VALUE AT RETIREMENT FOR DEB ZEMAN

Steele County (hereinafter "County) and the American Federation of State, County and Municipal Employees, District Council No. 65, Local Union No. 147-7 (Probation Officer Unit), AFL-CIO (hereinafter "Union") are parties to a collective bargaining agreement.

The County and Union agree that **Deb Zeman** will have a percentage of her accrued sick leave balance paid at retirement if all of the following criteria have been met:

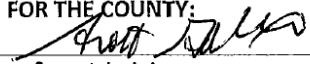
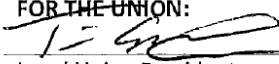
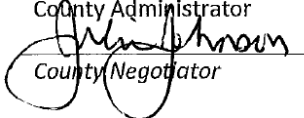
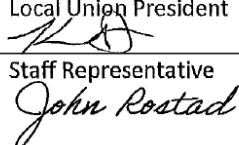
- 1) Employee shall be retirement eligible or 55 years of age or older;
- 2) Employee must have a minimum of ten (10) years of continuous service credit with Steele County; and
- 3) Employee must be retiring from County employment and eligible to receive PERA and/or Social Security retirement benefits.

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

Years of Service	Percent
10 years	25%
11 years	26%
12 years	27%
13 years	28%
14 years	29%
15 years	30%
16 years	31%
17 years	32%
18 years	33%
19 years	34%
20 years	35%
21 years	36%
22 years	37%
23 years	38%
24 years	39%
25 years and thereafter	40%

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 Post-Retirement Health Care Savings Plan.

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:
 11/4/2021	 10/20/2021
County Administrator Date	Local Union President Date
 10/26/21	 10/20/21
County Negotiator Date	Staff Representative Date
	10/20/2021

STEELE COUNTY

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 65, LOCAL UNION NO. 147-7 (PROBATION OFFICERS UNIT), AFL-CIO

MEMORANDUM OF UNDERSTANDING:
VOLUNTARY RECLASSIFICATION FROM PO 3 to PO 2

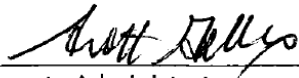
Steele County (hereinafter "County") and the American Federation of State, County and Municipal Employees, District Council No. 65, Local Union No. 147-7 (Probation Officer Unit), AFL-CIO (hereinafter "Union") are parties to a collective bargaining agreement.

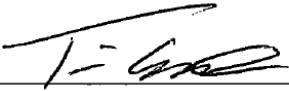
The County and Union agree that any employee classified as a PO 3 at the time of the executed agreement has the right to request a voluntary reclassification to PO 2. The voluntary reclassification will not be considered a demotion in the employee's personnel file or official employment record. The employee's current wage will be maintained but the employee will move to the PO 2 wage range on the effective date of the change to a PO 2. If the employee's wage is above the top of the PO 2 range, the employee's wage will be frozen until the top of the range catches up to them.


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 11/4/2021
Date


Local Union President 10/20/2021
Date


County Negotiator 10/26/21
Date


Staff Representative 10/20/21
Date


10/20/2021

STEELE COUNTY

and

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, DISTRICT COUNCIL NO. 65,
(LOCAL NO. 147 – 7 PROBATION OFFICERS 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 - 7 (Probation Officers 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 recommendations 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 recommendations made by this committee shall be 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 one (1) representative 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. The representative of each group shall be selected to serve a two (2) year term on the committee. Nothing will prevent a group from selecting a representative to serve additional terms.

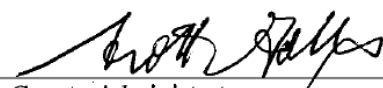
The County and the Union agree that the committee shall operate according to Robert’s Rules of Order, Newly Revised. The County shall provide a non-voting record keeper who shall be responsible for taking notes of all meetings and providing copies of meeting agendas and meeting minutes to all committee members. Meeting minutes shall be considered public information.

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.

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:

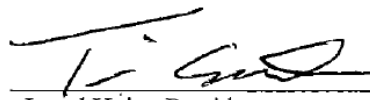
FOR THE UNION:



County Administrator

11/4/2021

Date



Local Union President

10/20/2021

Date



10/20/2021