

**AGREEMENT BETWEEN
THE COUNTY OF KANDIYOHI**

Public Health

**AND AFSCME
AFL-CIO
MINNESOTA COUNCIL NO. 65
LOCAL UNION #559**

JANUARY 1, 2021 - DECEMBER 31, 2023

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PREAMBLE

This Agreement entered into by the Kandiyohi County Board, hereinafter referred to as the Employer, and Local 559, Council No. 65, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I RECOGNITION

SECTION A

The Employer hereby recognizes the American Federation of State, County, and Municipal Employees, AFL-CIO, Minnesota Council 65, and employees of Kandiyohi County Public Health of Local Union 559 as the exclusive representative for collective bargaining purposes in the units composed of all employees of Kandiyohi County Public Health Services who work more than fourteen (14) hours per week and more than sixty-seven (67) work days per year excluding supervisory and confidential employees, as per certification by the State of Minnesota Bureau of Mediation Services.

SECTION B

The employer shall not enter into any agreement with the employees coming under the jurisdiction of this contract either individually or collectively which in any way conflicts with the terms and conditions of this contract.

ARTICLE II DEFINITIONS

Classification: Similar job groups within professional and technical/clerical/support type of duties with similar pay.

Full-time Employee: An employee who works at least thirty (30) hours per week on a regular basis.

Part-time Employee: An employee who works less than thirty (30) hours per week and is a public employee within the meaning of the Public Employees Labor Relations Act.

Probationary Employee: All newly hired or rehired employees shall serve a one year, "at-will", probationary period during which time they may be terminated at the sole discretion of the employer with or without cause and no grievances may be filed for such termination of employment. This "at-will" probationary period does not apply to employees selected for a new vacancy that have successfully completed their initial probationary period.

Temporary Employee: An employee who is hired on an emergency basis.

Seniority: Continuous, uninterrupted service from last date of hire by classification. Part-time seniority is calculated on hours of service.

Terms and Conditions of Employment: Hours of employment, compensation therefore, including fringe benefits, and the Employer's Personnel Policies affecting the working conditions in accordance with PELRA as amended.

Immediate Family: The employee's or employee's spouse's children, grandchildren, parents, grandparents, brothers, sisters, guardian, ward or any other member of the employee's household living with the employee.

ARTICLE III UNION SECURITY

SECTION A

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

In recognition of the Union as the exclusive representative the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The employer shall remit such deductions to AFSCME Council 65, 118 Central Ave, Nashwauk, MN 55769.

In the event federal law changes, or the Janus Supreme Court decision is reversed, any present or future employee who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the union each month a service charge as a contribution toward the administration of this agreement, in an amount certified by the Union.

Then Union agrees to indemnify and to hold the employer harmless against any and all claims that may arise regarding the application of this article.

The Employer agrees not to discriminate between employees on the basis of Union membership or non-membership, or other factors.

The Union agrees to indemnify and hold the Employer harmless from any and all action, suits,

claims, damages, judgments, or any other form of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason by any action taken or not taken by the Employer pursuant to this Article, including the payment of attorney's fees incurred in such defense whether or not a legal action is commenced.

SECTION B

This Employer agrees to recognize stewards certified by the Union as provided by this Agreement.

1. The Employer agrees to allow stewards to interrupt their work for a reasonable amount of time for the purpose of Union business. The steward shall notify the immediate supervisor of plans to interrupt the usual workschedule.

SECTION C

The Employer agrees to allow the Union use of designated bulletin board space for the purpose of posting notices of Union meetings, elections, appointment of office, recreation or social affairs, or related items. The Union may also use email to notify its members of Union meetings and events.

1. The Union agrees to limit the posting of any materials to bulletin board space designated by the Employer. The Union may also use the inter-office "All Call" and/or e-mail to notify its members of Union meetings and events.

SECTION D

The Union agrees to represent all members of the bargaining unit fairly without regard to Union membership or non-membership or other factor.

ARTICLE IV EMPLOYER AUTHORITY

It is recognized by both parties that except as expressly stated herein, the Employer shall retain whatever rights and authority necessary to operate and direct the affairs of the Public Health Services in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the Department, to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased or contracted for; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment, or facilities. It is also recognized by both parties that the Employer shall retain the authority and prerogatives to:

1. Operate and manage affairs in all respects in accordance with existing and future laws and regulations or appropriate authorities including County Personnel Policies and

Work Rules;

2. Maintain the efficiency of the government operations; and
3. Take whatever actions may be necessary to carry out the missions of the County in emergencies.

ARTICLE V HOURS OF WORK

SECTION A

The normal hours of work for full-time personnel will be forty (40) hours per week. The work week shall be a fixed period of 168 hours and /or 7 consecutive twenty-four (24) hour periods. The normal hours of work on each day shall be from 8:00 a.m. to 4:30 p.m. Monday through Friday. The work week shall be described as Saturday through Friday for payroll purposes.

SECTION B

During the work day of eight (8) consecutive hours, employees shall be allowed two (2) twenty (20) minute rest periods, one in each half of the working day.

SECTION C

During the work day of 8 consecutive hours, the lunch period shall be forty-five (45) minutes. The lunch period must be taken during the work day and may not be subtracted from the end of the work day.

SECTION D

Over-time pay shall be paid at a rate of 1 ½ times the non-exempt employee's regular rate of pay for each hour worked in a work week in excess of forty (40) hours per week as provided for in the Fair Labor Standards Act. Over-time earned in a particular work week shall be paid where possible on the regular pay date for the period in which such work ends. If the correct amount of over-time compensation cannot be determined until later it shall be permissible to pay as soon thereafter the regular pay date period as is practical.

Non-exempt employees may work flexible schedules with the approval of their supervisor.

Employees may work substitution schedules where the substitution is voluntarily undertaken and agreed to solely by the employees and approved by the County. The trade time will not be considered in calculation of the hours for which the employee is entitled to over-time compensation.

SECTION E

Employees are not prohibited from having outside employment provided it is not a conflict with State Law or County conflict of interest policies. Part-time employees with outside employment shall notify the employer when such employment may conflict with any potential scheduled work in advance.

ARTICLE VI HOLIDAYS

SECTION A

Non-exempt employees scheduled to work on a holiday shall receive time and a half pay for each hour worked. All work performed by exempt employees on designated holidays shall be paid as cash overtime or compensatory time at time and one-half rate and they shall be entitled to another day off within 30 days of the holiday. Employees who voluntarily work shall be entitled to another day off within 30 days of the holiday. Voluntary holiday work shall be approved by the supervisor in advance.

SECTION B-HOLIDAYS

New Year's	Martin Luther King Day	President's Day
Memorial Day	Independence Day	Labor Day
Veterans Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day		

- Any scheduled holiday falling on Saturday will be celebrated the preceding Friday.
- Any scheduled holiday falling on Sunday will be celebrated the following Monday.
- If the holiday falls on a full-time employee's shift schedule, he/she shall be granted another day off.
- The last four hours of the Christmas Eve work day shall also be considered a holiday when Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday.

SECTION C

When a paid holiday falls during an employee's scheduled vacation period, that holiday will not be charged as vacation.

ARTICLE VII VACATIONS

SECTION A

Full time employees shall be granted an annual vacation based on the respective Service Credits listed below.

Health & Human Services Vacation Accrual		
Year	Accrual	Maximum
0 - 1	3.69	96
1 - 2	4.00	104
2 - 3	4.31	112
3 - 4	4.62	120
4 - 5	4.92	128
5 - 6	5.23	136

6 - 7	5.54	144
7 - 8	5.85	152
8 - 9	6.15	160
9 - 10	6.46	168
10 - 11	6.77	176
11 - 12	7.08	184
12 - 13	7.38	192
13 - 14	7.69	200
14 - 15	8.00	208
15 - 16	8.31	216
16 - 17	8.62	224
17 - 18	8.92	232
18 - 19	9.23	240
19 - 20	9.54	248
20 -21+	9.85	256

264 max accrual

SECTION B

Employees may accumulate vacation time to a maximum of 264 hours.

SECTION C-VACATION PAYOFF

Any employee who is laid off, discharged, retired, or has separated from the service of the Employer for any reason shall be compensated in cash for the unused vacation he/she has accumulated at the date of separation.

SECTION D

Part-time employees shall earn vacation on a prorated basis.

SECTION E

Employees who have accumulated a total of at least 120 vacation hours may cash in 40 hours when using 40 consecutive hours, or 5 consecutive days, for vacation and retain a minimum of 40 hours. This option can be used one time each calendar year.

ARTICLE VIII SICK LEAVE

SECTION A

All full-time employees shall earn one (1) day sick leave per month, with unlimited accumulation. Part-time employees shall earn sick leave on a pro-rated basis.

Employees using not more than 25 percent of their sick leave during the period from the first pay period in January to the last pay period in December, shall be credited with sixteen (16)

additional hours vacation time. However, at no time shall vacation time exceed 264 hours. Vacation time credit for regular part-time employees shall be prorated.

SECTION B

A doctor's certificate may be required for sick leave absences for more than three (3) days duration or when sick leave abuse is suspected and the employee has been notified in advance.

Sick leave shall be used primarily by the employee, but may also be used in cases of sickness, emergency or accident in the employee's immediate family or household.

In the case of an employee drawing Workers' Compensation, the County shall supplement his/her compensation pay, and he/she shall be charged with sick leave for the amount directly received from the County.

SECTION C

Upon resignation, employees with 15 years continuous service shall be eligible for severance pay by multiplying the employee's current hourly rate by the number of unused accumulated sick hours, but not to exceed 800 hours, or **\$10,000.00**, whichever is less. In case of death of the employee, severance pay shall be paid to the legal heirs.

Upon resignation, employees with 20 years continuous service shall be eligible for severance pay by multiplying the employee's current hourly rate by the number of unused accumulated sick hours, but not to exceed 800 hours, or **\$15,000.00**, whichever is less. In case of death of the employee, severance pay shall be paid to the legal heirs.

Upon resignation, employees with 25 years continuous service shall be eligible for severance pay by multiplying the employee's current hourly rate by the number of unused accumulated sick hours, but not to exceed 800 hours, or **\$20,000.00**, whichever is less. In case of death of the employee, severance pay shall be paid to the legal heirs.

ARTICLE IX PRO RATA BENEFITS/ PART-TIME EMPLOYEES

SECTION A

Part-time employees who average 16 hours per week or more shall earn vacation, sick, holiday, personal leave and funeral leave on a pro-rated basis. The rate of accumulation shall be computed by dividing the average number of hours worked per week by forty hours to determine full-time equivalencies. The pro-rated rate for part time employees shall be calculated and adjusted quarterly.

ARTICLE X FUNERAL LEAVE

SECTION A

Employees may be allowed up to three (3) working days with pay, per incident, as funeral leave

for a death in the immediate family. Consideration shall be given by the department head to closeness of kin and distance of travel.

ARTICLE XI JURY DUTY

SECTION A

Any employee shall be granted a leave of absence with pay for service on a jury. The employee shall turn over to the Department any per diem payment received. Monies received as expenses shall be kept by the employee.

ARTICLE XII LEAVES OF ABSENCE

SECTION A-PAID AND UNPAID MILITARY SERVICE LEAVE

Any employee who is a member of a military 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 jurisdiction of the United States or of this state, shall be granted a paid leave of absence during the period of such activity, not to exceed fifteen (15) days in any calendar year as set forth in M.S. 192.26, and any subsequent amendments thereto. Any employee who entered 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 without loss of any seniority so that on return from said leave of absence, the seniority of the employee shall be the same as it was at the time of entry into the service.

SECTION B - UNPAID LEAVES OF ABSENCE

Employees shall be granted family medical leave in accordance with the Federal Family and Medical Leave Act of 1993. It is recognized this Act was amended in 2008 and 2009, and the Employer provides Military Caregiver Leave as part of the Family medical Leave Act. A full copy of the policy is available in the Kandiyohi County Employee Handbook Section XXIX. Employees are also covered concurrently under Minnesota Statute Section 181.941 regarding parental leave.

SECTION C

An employee may request and may be allowed up to 80 hours per year as a leave of absence without pay to perform national or international service work. All other leaves do not have to be exhausted to make such a request.

ARTICLE XIII OVERTIME COMPENSATION

SECTION A

All work performed in excess of forty (40) hours per week by non-exempt employees covered under the Fair Labor Standards Act shall be considered overtime and will be compensated for in cash at time and one-half (1½) rates. All overtime work shall be approved by the Supervisor and/or the Director.

SECTION B

With supervisor's approval, flexible work schedules will be an option for exempt employees as defined under the Fair Labor Standards Act due to workloads or case management. Hours earned under a flexible schedule will be earned at straight time off. Time earned may be taken off an hour for hour basis and will accrue to a limit of 80 hours. Compensation will be straight time for all such flexible hours that are scheduled beyond 40 hours per week flexible time shall be earned for all nonscheduled or emergency hours of work in excess of the normal work weekday and work week.

SECTION C

Full time professional employee who are scheduled to perform medically necessary work on a Saturday or Sunday will be paid as follows:

- A minimum of two hours compensation at the appropriate rate of pay and \$45.00 per each two hours worked or portion thereof.

Part-time professional employees will be paid a minimum of two hours compensation at the appropriate rate of pay, plus mileage

ARTICLE XIV MEDICAL, HOSPITAL, AND LIFE INSURANCE

SECTION A

The Employer shall establish and maintain a hospital and medical insurance program subject to the limitations, benefits, and conditions established by a contract between the Employer and the insurance carrier, and subject to statute provisions on the bidding process.

SECTION B

The Employer agrees to pay towards the cost of single coverage for those employees working at least 30 hours a week and carrying single coverage as outlined in the attached Insurance Schedule. The present level of benefits will not be reduced nor will there be any change in plans unless otherwise negotiated with the Union.

1. For this and subsequent Agreement years, any determined premium increase will be calculated on each plan and coverage level using the following formula:

The first 5% of the insurance increase is covered by the Employer;

The second 5% of the insurance increase is covered by the Employee;

Any increase above a 10% increase will be split 50/50 by Employer and Employee;

It is agreed that in subsequent Agreement years, premium increases will be calculated on the Employee and Employer contribution amounts from the preceding year.

SECTION C

The Employer agrees to contribute to those employees working at least 30 hours a week and carrying dependent coverage as outlined in the attached Insurance Schedule.

SECTION D

The Employer shall establish and maintain a term-life insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier and subject to statutory limitations on bidding.

1. The Employer agrees to provide a term life and accidental death and dismemberment insurance program that contains a forty-five thousand dollar (\$45,000.00) death benefit.
2. Provide for disability insurance coverage and payment of same for the plan currently ineffect.
3. The Employer shall provide an Employee Assistance Policy pursuant to Article XXII of the Kandiyohi County Employee Handbook.
4. Employee and dependent dental insurance coverage will be provided through employee authorized payroll deduction as outlined in the Employee Benefit offering. The employee contribution for single coverage will not exceed \$5 per month for the duration of this contract.
 - * The Employer agrees to pursue a study with the Insurance Committee to assess possible alternatives for improving all employee insurance programs. It is further agreed that the Union members will be part of a joint committee to review this insurance for changes.

SECTION E

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to penalties, taxes, or fines, the parties agree to meet immediately to renegotiate revisions to this Agreement that will restore the Employer's health insurance plan(s) to compliance, provided that there will be no decrease in benefits to the employees.

ARTICLE XV GRIEVANCE PROCEDURE

SECTION A

A grievance shall be defined as a dispute or disagreement between the Employer and an employee regarding the interpretation of application of a specific term of this Agreement.

- STEP 1. The Union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within twenty (20) working days of the date of the grievance or the employee's knowledge of its occurrence.

The supervisor shall attempt to adjust the matter and shall respond to the steward within five (5) working days.

- STEP 2. If the grievance has not been settled, it shall be presented in writing to the department head by the Union steward within five (5) working days after the supervisor's response is due. The department head shall respond to the Union steward in writing within five (5) working days.
- STEP 3. If the grievance still remains unadjusted, it shall be presented by the Union steward and the Union representatives to the County Administrator in writing within seven (7) working days after the response to the department head is due. The County Administrator shall respond in writing to the Union steward and the representatives within five (5) working days.
- STEP 4. If the grievance remains unsettled, either party may request the services of the Bureau of Mediation within fifteen (15) days.
- STEP 5. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of Mediation, by written notice to the other, request arbitration.

SECTION B

1. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.
2. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the testimony and argument.
3. Expenses of the arbitrator's services and the proceedings shall be borne by the Employer and the Union. However, 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 a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION C

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 upon 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 shall elect to treat the grievance as denied and may 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 at each step. The term "days" shall be defined as "working days" for the purposes of this Article and shall include Monday through Friday excluding holidays.

ARTICLE XVI DISCIPLINE AND DISCHARGE

SECTION A-DISCIPLINE

Some conduct may be so severe that disciplinary action steps will only prolong the inevitable termination and subject the County to increased liability. Except for severe infractions, disciplinary action against any employee will be progressive and follow the steps listed below:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or in public.

SECTION B-DISCHARGE

The Employer shall not discharge an employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his/her steward shall be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge, as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration step, if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE XVII SENIORITY

SECTION A

Seniority shall not be affected by race, color, creed, religion, national origin, sex, marital status, status with regards to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation, age, or any other characteristic protected by

state or federal law.

SECTION B

An employee shall lose seniority for the following reasons only:

1. Resignation
2. Discharge and discharge is not reversed.
3. Unapproved absence for five (5) consecutive working days without notifying the Employer.

SECTION C

In the event that it becomes necessary to lay off employees for any reason, a thirty (30) day minimum notice will be given to the Union. The layoff shall be in accordance with Seniority with the least senior in a classification laid off first. In the event a position is eliminated, the effected employee shall have the right to displace or bump an employee with less seniority within the classification, provided the employee can adequately perform the requirements of the job. In the event of layoff, the Employer and Union shall meet to explore possible alternatives to lay-offs.

SECTION D RECALL

Recall from layoff shall be by classification. Employees shall be recalled in the order of their seniority. No new employees shall be hired in a classification where there are employees on layoff status until all such employees have been recalled.

ARTICLE XVIII VACANCIES AND PROMOTIONS

SECTION A

Any vacancy or newly created position shall be posted electronically. Such notice shall be posted for at least seven (7) calendar days prior to filling such vacancy or newly created position.

SECTION B

Selection of program and/or special project leaders shall be based on qualifications such as job performance, skills as noted in the job description and written and oral communication abilities.

SECTION C

Transfers and promotions from within shall first give consideration to qualifications for the job and then seniority. The Employer will not be obligated to consider a request for promotion by an employee who has not submitted his/her request for promotion to the Employer on or before the seventh calendar day the job is posted. If it becomes necessary in making a promotion that bypasses an employee seniority, reasons for said denial shall be

given in writing to such employee.

The employee who is promoted shall be granted a six (6) month probationary period or in the case of a part-time employee 1040 hours, to determine: (1) his/her ability to perform the job; and (2) his/her desire to remain on the job. During the probationary period, the employee shall have the opportunity to revert back to his/her former position and salary. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the employee in writing by the Employer at the employee's request.

Employees promoted to a new classification shall receive a minimum of four (4) percent increase and placement to the next highest salary step in new salary range.

Employees may be placed higher than first step if there is a newly hired employee who is at the same step and range in a similar position. A new position date shall be established on the date that the employee was promoted. Anniversary date increases on the pay schedule will be made according to the new position date in the new classification.

SECTION D

Temporary promotions due to leaves of absence will be paid for work out of class with a minimum of four (4) percent increase to the next highest salary step.

ARTICLE XIX PROBATIONARY PERIOD

SECTION A

New employees shall serve a one (1) year probationary period.

SECTION B

During the probationary period the employee shall receive supervision conducive to successful completion of the probationary period.

During the third month, at the end of the sixth month, and at the end of the ninth month of employment the new employee shall be evaluated. The probationary period is concluded upon receipt of a satisfactory performance appraisal at the one (1) year anniversary date.

The new employee's immediate supervisor or director is to complete the rating form. After completing a rating form, the supervisor will discuss the rating with the employee and both must sign it, as well as the director.

SECTION C

All newly hired or rehired employees shall serve a one (1) year, "at-will", probationary period during which time they may be terminated at the sole discretion of the employer with or without cause and no grievances may be filed for such termination of employment. Employees are eligible for promotions/lateral bid for another position during their initial probationary period at the discretion of the Health and Human Services Director. This "at-will" probationary period

does not apply to employees selected for a new vacancy that have successfully completed their initial probationary period. Probationary employees may use vacation hours and sick hours as they are earned.

SECTION D

Temporary promotions due to leaves of absence will be paid for work out of class with a minimum of four (4) percent increase to the next highest salary step.

ARTICLE XX SEPARATION

An employee who resigns shall present notice in writing to the Agency Director. A copy of the resignation shall be given to the employee's immediate supervisor for his/her records. Employees are encouraged to give at least thirty (30) days prior notice of resignation and at least three (3) weeks is required.

ARTICLE XXI SAVINGS CLAUSE

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section, or portion thereof directly specified in the decision, upon the publication of such decision, the parties agree to negotiate a substitute for the invalidated Article, Section, or portion thereof as soon as practicable.

ARTICLE XXII COMPENSATION

SECTION A

All COLA pay increases for 2021 shall be effective on the 1st of January. Future COLA pay increases shall be effective January 1st.

Salary Schedule will increase 2% in 2021, 2% in 2022 and 2% in 2023.

SECTION B

Employees shall be restricted to one step increase during the calendar year, except for promotions. Part-time employees' step adjustments shall not take place until a completion of 2080 hours of work from the last step increase.

SECTION C

New hires may be given credit for relevant prior experience for placement on the salary schedule.

SECTION D

The salary schedule shall not be construed as a part of continuing contract language. In the event a successor Agreement is not entered into subsequent to the termination of the Agreement, employees shall be compensated at the December 31, 2023 pay rate until such

time that a successor Agreement is ratified.

SECTION E

Employer shall not require nondisclosure by an employee of his or her wages as a condition of employment. Employer shall not require an employee to sign a waiver or other document that purports to deny an employee the right to disclose the employee's wages. Employer shall not take any adverse employment action against an employee for disclosing the employee's own wages or discussing another employee's wages that have been disclosed voluntarily.

ARTICLE XXIII EDUCATIONAL LEAVE

SECTION A

Extended educational leave without pay may be granted to any permanent employee for educational purposes. Educational leave shall be requested in writing at least sixty (60) days in advance of the requested commencement date. The employee shall state the date on which the leave is to commence and the date on which the leave is to terminate. Employees may request to return to work prior to the termination date; however, it shall be at the sole discretion of the Employer to grant such a request.

SECTION B

An employee who is granted an educational leave of absence shall be entitled to return to employment in a position of comparable duties. Employees returning from an educational leave shall be returned at the same rate of pay the employee had been receiving at the time the leave commenced plus any general adjustments that would have been had the employee been continuously employed during that period of absence.

SECTION C

Educational leave shall be granted for job related purposes at the discretion of the Director.

ARTICLE XXIV NON-DISCRIMINATION

SECTION A-DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, creed religion, national origin, sex, marital status, status with regards to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation, age, or any other characteristic protected by state or federal law. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer agrees not to interfere with the rights of the employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

SECTION B - HARASSMENT

The EMPLOYER and the UNION are committed to providing a work environment that is free of discrimination. In keeping with this commitment, the EMPLOYER maintains a strict policy prohibiting unlawful harassment, including sexual harassment. Any employee who believes he/she has been harassed by a co-worker, supervisor or agent of the EMPLOYER should promptly report the facts of the incident or incidents and the names of the individual involved to the Employer Designee. The Employer or its Designee will investigate such claims and take appropriate action.

ARTICLE XXV GENERAL PROVISIONS

SECTION A

The Employer shall allow each employee the right to inspect their own personnel file.

SECTION B

Required licenses shall be paid for all regular full time and part time employees on a reimbursement basis. The cost of required continuing education shall be paid for all full time employees, and at a minimum, pro-rated required hours will be provided to part time staff. In order to avoid extra compensation, all employees are encouraged to attend in house and Agency sponsored educational opportunities. Part time employees are expected to adapt their work schedule to attend out of office educational sessions. Mandatory education shall be paid for all employees.

SECTION C

Employees are to use a County vehicle if a vehicle is available. Employees who must drive their own cars while performing duties shall be reimbursed at the IRS established mileage rate for their mileage, or at a higher rate established by the Board.

SECTION D

The Employer will provide flu, Tdap, Hep B and TD shots for employees at no cost to the employee.

SECTION E

Disaster Volunteer Leave. An employee may request and may be allowed up to 80 hours per year as a leave of absence without pay to perform national or international service work. All other leaves do not have to be exhausted to make such a request.

ARTICLE XXVI COMPLETE AGREEMENT and WAIVER OF BARGAINING

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 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 complete understandings and agreements arrived at by the parties after the exercise of the 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 right, 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 or covered in this Agreement, even though such subject or 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 XXVII SUBCONTRACTING

Nothing herein shall be construed as a limitation on the right of the Employer to subcontract or otherwise provide for the provision of services performed in whole or in part by members of the bargaining unit.

ARTICLE XXVIII TERMINATION

This Agreement shall be effective as of January 1, 2021, and shall remain in full force and effect until December 31, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing 60 days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than 30 days prior to the anniversary date.

This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

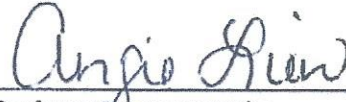
IN WITNESS WHEREOF, the parties hereto have set their hands this 10th day of December, 2020

FOR THE COUNTY

FOR THE UNION



Chairman
Kandiyohi County Board



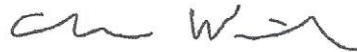
Business Representative
AFSCME #559


12-15-20

Larry Kleindl
County Administrator



Steward
ASFCME #559



Steward
ASFCME #559

Type text here

Ashley Klein

Steward
AFSCME #559

Kandiyohi County Salary Schedule
2021

DBM Rating	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A11	34,065	35,145	36,248	37,329	38,432	39,536	40,616	41,720	42,823	43,903	45,007	46,087	47,191	48,294	49,374
A12	36,946	38,140	39,310	40,504	41,697	42,890	44,061	45,254	46,448	47,618	48,812	50,005	51,198	52,369	53,562
A13	39,828	41,112	42,395	43,678	44,962	46,222	47,506	48,789	50,072	51,356	52,639	53,922	55,183	56,467	57,750
B21	42,733	44,106	45,479	46,853	48,226	49,600	50,973	52,346	53,720	55,093	56,467	57,840	59,213	60,587	61,960
B22	45,615	47,078	48,541	50,005	51,468	52,954	54,418	55,881	57,345	58,808	60,272	61,735	63,198	64,684	66,148
B23	48,496	50,050	51,626	53,179	54,733	56,286	57,862	59,416	60,970	62,523	64,099	65,653	67,206	68,760	70,336
B24	52,121	53,787	55,476	57,142	58,808	60,497	62,163	63,851	65,517	67,184	68,872	70,538	72,227	73,893	75,581
B25	56,444	58,268	60,091	61,893	63,716	65,517	67,341	69,165	70,966	72,790	74,591	76,415	78,238	80,039	81,863
B31	52,121	53,787	55,476	57,142	58,808	60,497	62,163	63,851	65,517	67,184	68,872	70,538	72,227	73,893	75,581
B32	56,444	58,268	60,091	61,893	63,716	65,517	67,341	69,165	70,966	72,790	74,591	76,415	78,238	80,039	81,863
C41	60,069	62,005	63,941	65,855	67,791	69,728	71,664	73,578	75,514	77,450	79,386	81,300	83,236	85,173	87,109
C42	62,951	64,977	67,003	69,030	71,056	73,082	75,109	77,112	79,139	81,165	83,191	85,218	87,244	89,270	91,297
C43	65,855	67,972	70,088	72,204	74,321	76,437	78,553	80,670	82,786	84,903	87,019	89,135	91,252	93,368	95,484
C44	69,458	71,686	73,915	76,167	78,396	80,625	82,854	85,083	87,312	89,563	91,792	94,021	96,250	98,479	100,708
C45	73,803	76,167	78,531	80,917	83,281	85,645	88,032	90,396	92,783	95,147	97,511	99,897	102,261	104,625	107,012
C51	69,458	71,686	73,915	76,167	78,396	80,625	82,854	85,083	87,312	89,563	91,792	94,021	96,250	98,479	100,708
C52	73,803	76,167	78,531	80,917	83,281	85,645	88,032	90,396	92,783	95,147	97,511	99,897	102,261	104,625	107,012
D61	77,405	79,904	82,381	84,880	87,357	89,856	92,332	94,831	97,308	99,807	102,306	104,783	107,282	109,759	112,258
D62	80,310	82,876	85,465	88,055	90,621	93,210	95,777	98,366	100,955	103,522	106,111	108,700	111,267	113,856	116,445
D63	83,191	85,871	88,527	91,207	93,886	96,565	99,222	101,901	104,580	107,260	109,916	112,595	115,275	117,954	120,633
D71	86,794	89,586	92,377	95,169	97,961	100,753	103,545	106,336	109,128	111,920	114,712	117,504	120,295	123,065	125,857
D72	91,139	94,066	96,993	99,920	102,847	105,796	108,723	111,650	114,577	117,504	120,431	123,357	126,284	129,234	132,161
E81	94,764	97,803	100,843	103,882	106,944	109,984	113,023	116,085	119,125	122,164	125,204	128,266	131,305	134,345	137,407
E82	97,646	100,775	103,927	107,057	110,186	113,338	116,468	119,620	122,750	125,879	129,031	132,161	135,313	138,442	141,572
E83	100,528	103,770	106,989	110,231	113,451	116,693	119,913	123,155	126,374	129,616	132,836	136,078	139,298	142,540	145,759
E91	104,152	107,485	110,839	114,194	117,526	120,881	124,236	127,590	130,922	134,277	137,632	140,964	144,319	147,673	151,005
E92	108,475	111,965	115,455	118,945	122,434	125,924	129,414	132,881	136,371	139,861	143,350	146,840	150,330	153,820	157,309

Kandiyohi County Salary Schedule
2022

DBM Rating	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A11	34,746	35,848	36,973	38,076	39,201	40,326	41,429	42,554	43,679	44,782	45,907	47,009	48,134	49,260	50,362
A12	37,685	38,903	40,097	41,314	42,531	43,748	44,942	46,159	47,377	48,571	49,788	51,005	52,222	53,416	54,633
A13	40,625	41,934	43,243	44,552	45,861	47,147	48,456	49,765	51,074	52,383	53,692	55,001	56,287	57,596	58,905
B21	43,587	44,988	46,389	47,790	49,191	50,592	51,992	53,393	54,794	56,195	57,596	58,997	60,398	61,798	63,199
B22	46,527	48,020	49,512	51,005	52,498	54,013	55,506	56,999	58,492	59,984	61,477	62,970	64,462	65,978	67,471
B23	49,466	51,051	52,658	54,243	55,828	57,412	59,020	60,604	62,189	63,773	65,381	66,966	68,550	70,135	71,742
B24	53,164	54,863	56,585	58,285	59,984	61,707	63,406	65,128	66,828	68,527	70,250	71,949	73,671	75,371	77,093
B25	57,573	59,433	61,293	63,130	64,991	66,828	68,688	70,548	72,385	74,245	76,083	77,943	79,803	81,640	83,500
B31	53,164	54,863	56,585	58,285	59,984	61,707	63,406	65,128	66,828	68,527	70,250	71,949	73,671	75,371	77,093
B32	57,573	59,433	61,293	63,130	64,991	66,828	68,688	70,548	72,385	74,245	76,083	77,943	79,803	81,640	83,500
C41	61,270	63,245	65,220	67,172	69,147	71,122	73,097	75,049	77,024	78,999	80,974	82,926	84,901	86,876	88,851
C42	64,210	66,277	68,343	70,410	72,477	74,544	76,611	78,655	80,722	82,788	84,855	86,922	88,989	91,056	93,123
C43	67,172	69,331	71,490	73,648	75,807	77,966	80,124	82,283	84,442	86,601	88,759	90,918	93,077	95,235	97,394
C44	70,847	73,120	75,394	77,690	79,964	82,237	84,511	86,784	89,058	91,354	93,628	95,901	98,175	100,448	102,722
C45	75,279	77,690	80,102	82,536	84,947	87,358	89,793	92,204	94,638	97,050	99,461	101,895	104,306	106,718	109,152
C51	70,847	73,120	75,394	77,690	79,964	82,237	84,511	86,784	89,058	91,354	93,628	95,901	98,175	100,448	102,722
C52	75,279	77,690	80,102	82,536	84,947	87,358	89,793	92,204	94,638	97,050	99,461	101,895	104,306	106,718	109,152
D61	78,953	81,502	84,028	86,578	89,104	91,653	94,179	96,728	99,254	101,803	104,352	106,879	109,428	111,954	114,503
D62	81,916	84,534	87,175	89,816	92,434	95,075	97,693	100,334	102,975	105,593	108,233	110,874	113,492	116,133	118,774
D63	84,855	87,588	90,298	93,031	95,764	98,496	101,206	103,939	106,672	109,405	112,115	114,847	117,580	120,313	123,046
D71	88,530	91,377	94,225	97,073	99,920	102,768	105,615	108,463	111,311	114,158	117,006	119,854	122,701	125,526	128,374
D72	92,962	95,947	98,933	101,918	104,904	107,912	110,897	113,883	116,868	119,854	122,839	125,825	128,810	131,818	134,804
E81	96,659	99,759	102,860	105,960	109,083	112,183	115,284	118,407	121,507	124,607	127,708	130,831	133,931	137,031	140,155
E82	99,599	102,791	106,006	109,198	112,390	115,605	118,797	122,012	125,205	128,397	131,612	134,804	138,019	141,211	144,403
E83	102,538	105,845	109,129	112,436	115,720	119,027	122,311	125,618	128,902	132,209	135,493	138,800	142,084	145,391	148,675
E91	106,236	109,634	113,056	116,478	119,877	123,298	126,720	130,142	133,541	136,963	140,384	143,783	147,205	150,627	154,025
E92	110,645	114,204	117,764	121,323	124,883	128,443	132,002	135,539	139,098	142,658	146,217	149,777	153,337	156,896	160,456

Kandiyohi County Salary Schedule
2023

DBM Rating	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A11	35,441	36,565	37,713	38,837	39,985	41,133	42,257	43,405	44,553	45,677	46,825	47,949	49,097	50,245	51,369
A12	38,439	39,681	40,899	42,140	43,382	44,623	45,841	47,083	48,324	49,542	50,784	52,025	53,267	54,485	55,726
A13	41,437	42,773	44,108	45,443	46,778	48,090	49,425	50,760	52,095	53,431	54,766	56,101	57,413	58,748	60,083
B21	44,459	45,888	47,317	48,746	50,175	51,603	53,032	54,461	55,890	57,319	58,748	60,177	61,606	63,034	64,463
B22	47,457	48,980	50,503	52,025	53,548	55,094	56,616	58,139	59,661	61,184	62,707	64,229	65,752	67,298	68,820
B23	50,456	52,072	53,712	55,328	56,944	58,560	60,200	61,816	63,433	65,049	66,689	68,305	69,921	71,537	73,177
B24	54,227	55,960	57,717	59,451	61,184	62,941	64,674	66,431	68,164	69,898	71,655	73,388	75,145	76,878	78,635
B25	58,724	60,622	62,519	64,393	66,290	68,164	70,062	71,959	73,833	75,730	77,604	79,502	81,399	83,273	85,170
B31	54,227	55,960	57,717	59,451	61,184	62,941	64,674	66,431	68,164	69,898	71,655	73,388	75,145	76,878	78,635
B32	58,724	60,622	62,519	64,393	66,290	68,164	70,062	71,959	73,833	75,730	77,604	79,502	81,399	83,273	85,170
C41	62,496	64,510	66,525	68,516	70,530	72,545	74,559	76,550	78,565	80,579	82,594	84,585	86,599	88,614	90,628
C42	65,494	67,602	69,710	71,819	73,927	76,035	78,143	80,228	82,336	84,444	86,552	88,661	90,769	92,877	94,985
C43	68,516	70,718	72,919	75,121	77,323	79,525	81,727	83,929	86,131	88,333	90,534	92,736	94,938	97,140	99,342
C44	72,264	74,583	76,902	79,244	81,563	83,882	86,201	88,520	90,839	93,181	95,500	97,819	100,138	102,457	104,776
C45	76,784	79,244	81,704	84,186	86,646	89,106	91,589	94,048	96,531	98,991	101,450	103,933	106,393	108,852	111,335
C51	72,264	74,583	76,902	79,244	81,563	83,882	86,201	88,520	90,839	93,181	95,500	97,819	100,138	102,457	104,776
C52	76,784	79,244	81,704	84,186	86,646	89,106	91,589	94,048	96,531	98,991	101,450	103,933	106,393	108,852	111,335
D61	80,532	83,132	85,709	88,309	90,886	93,486	96,063	98,663	101,239	103,839	106,439	109,016	111,616	114,193	116,793
D62	83,554	86,224	88,918	91,612	94,282	96,976	99,646	102,340	105,034	107,704	110,398	113,092	115,762	118,456	121,150
D63	86,552	89,340	92,104	94,891	97,679	100,466	103,230	106,018	108,805	111,593	114,357	117,144	119,932	122,719	125,507
D71	90,300	93,205	96,109	99,014	101,919	104,823	107,728	110,632	113,537	116,442	119,346	122,251	125,155	128,037	130,941
D72	94,821	97,866	100,911	103,957	107,002	110,070	113,115	116,161	119,206	122,251	125,296	128,341	131,386	134,455	137,500
E81	98,592	101,755	104,917	108,079	111,265	114,427	117,589	120,775	123,937	127,100	130,262	133,448	136,610	139,772	142,958
E82	101,591	104,847	108,126	111,382	114,638	117,917	121,173	124,453	127,709	130,965	134,244	137,500	140,779	144,035	147,291
E83	104,589	107,962	111,312	114,685	118,034	121,408	124,757	128,130	131,480	134,853	138,203	141,576	144,925	148,298	151,648
E91	108,360	111,827	115,317	118,807	122,274	125,764	129,255	132,745	136,212	139,702	143,192	146,659	150,149	153,639	157,106
E92	112,858	116,488	120,119	123,750	127,381	131,011	134,642	138,250	141,880	145,511	149,142	152,772	156,403	160,034	163,665