

LABOR AGREEMENT BETWEEN

MEEKER COUNTY HIGHWAY DEPARTMENT
LITCHFIELD, MINNESOTA

AND

LOCAL UNION NO. 940
COUNCIL 65, AFSCME, AFL-CIO

JANUARY 1, 2021 - DECEMBER 31, 2022

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LABOR AGREEMENT

ARTICLE I POLICY AND RECOGNITION

Section 1.

The Meeker County Board recognizes the rights of its employees to organize and designate representatives of their own choosing free from any restraint, interference or coercion, and in recognition of such right, the Meeker County Board, hereinafter called the "Board," recognizes Local Union No. 940, Council 65 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the "Union," as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the Highway Department excluding the county engineer, supervisory, and confidential employees.

Section 2.

The employees recognize an obligation to Meeker County to render honest and efficient performance of duties in accordance with policies established by the Board and the County Engineer.

Section 3.

The Union shall be permitted to use the employees' bulletin board located on the premises for the posting of meeting notices and non-controversial matters of interest to the employees.

Section 4.

Representatives of the Union shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances or other problems with which there is concern, provided permission is received from the County Engineer.

ARTICLE II UNION RIGHTS AND DUES CHECK OFF AND MANAGEMENT RIGHTS

Section 1. Deduction of Union Dues

The Employer shall, from the first payroll check, deduct an amount equal to the monthly Union dues, and any other Union approved deductions, from the wages of each employee who authorizes such a deduction in writing. Monthly dues so deducted, together with a list of employees from whom deductions were made, and the amount of such deductions shall be forwarded to Council 65.

The Union shall apply the terms and conditions established by this Agreement to all employees equally without regard to, or discrimination for or against, any individual because of status in a legally protected class, or because of membership or non-membership in the Union.

The Union and the employees agree to indemnify and hold the Employer harmless against any claim, suit, order, judgment, or action taken against the Employer involving the administration of this Article.

Section 2. Union Officers

The Union may designate employees from the bargaining unit to act as Stewards and shall inform the County Administrator in writing of the names of such Stewards and of successors when so named.

The Union may designate three (3) employees from the bargaining unit to a Negotiating Committee. The employees so designated shall suffer no loss in pay for attending negotiating meetings between the Union and the Employer held during the normal workday.

Section 3.

The Business Representative of the Union shall be permitted to enter the facilities of the Employer where employees covered by this Agreement are working upon notification to the Employer or a designated representative.

Section 4.

The Employer agrees not to enter into a contract individually or collectively with employees in the bargaining unit which conflict with the terms of this Agreement.

Section 5. Management Rights

It is recognized that, except as expressly stated herein, the Employer will retain whatever rights and authority are necessary for it to operate and direct the affairs of the County 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 County; 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 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.

**ARTICLE III
HOURS OF WORK**

Section 1.

County Highway employees whose work is of such nature that they may be reasonably employed twelve months in the year will be compensated in accordance with the attached salary schedule and as provided in the following overtime plan.

Section 2.

The regular workweek shall be forty (40) hours, five (5) eight (8) hour days, Monday through Friday on a schedule as determined by the Employer. Each employee shall have a regular starting and quitting time determined by the County Engineer and a one-half hour unpaid noon lunch break.

The regular work week for maintenance employees shall be forty (40) hours, five (5) eight (8) hour days, Monday through Friday, as follows:

Shop: 7:00 a.m. – 3:30 p.m. with ½ hour noon
Field: 7:00 a.m. – 3:30 p.m. with ½ hour noon

Employees may be able to work other weekly schedules upon mutual agreement between the Highway Engineer and the Employees.

Section 3.

All work which an employee is required by his/her supervisor or the County Engineer to perform in excess of forty (40) hours in any week or eight (8) hours in any day, or ten (10) hours in any day during summer hours, or any hours over the regularly scheduled shift as outlined in Section 2, shall be compensated at the rate of one and one-half (1½) times the employee's base rate of pay. Sunday shall be compensated at the rate of two (2) times the employee's base rate of pay. Any employee who does not explain on his time sheet the reason for working emergency overtime will not receive credit for said overtime. An employee shall not be required to take time off during the normal workweek to avoid payment of overtime.

In lieu of cash payments for overtime, employees may elect to take time off as compensatory time. Employees must elect cash payment or compensation time when the time sheet is submitted. A request to use accrued compensatory time shall follow the same provisions as requesting the use of vacation time. The maximum compensatory time balance carried forward from one calendar year to the next is 80 (eighty) hours. Excess compensatory time over the 80 (eighty) hours will be paid prior to the end of the year.

Section 4.

All authorized paid leave shall be considered as time worked for the purpose of computing overtime.

Section 5. Call Back

Any employee called back to work outside of their regular scheduled shift shall be paid for a minimum of three (3) hours at the appropriate hourly rate of pay, including premium pay.

Section 6.

When an employee works a higher job classification for at least twenty-four (24) consecutive work hours, the employee will be compensated the greater of the higher job classifications starting wage or five percent (5%) more than their current wage, retro-active to the date the employee started working at the higher job classification.

**ARTICLE IV
VACATION PROVISIONS AND HOLIDAYS**

Section 1.

Employees covered by this AGREEMENT shall earn paid vacation according to the following schedule. Service shall be continuous full-time.

0 - 6 years of service 1 day per month
7 - 12 years of service 1 1/4 days per month

13 - 20 years of service 1 1/2 days per month
21+ years of service 1 3/4 days per month

No vacation shall be granted during the first six (6) months of service, but upon satisfactory completion of such period, vacation shall accrue to the employee for the full time served. Part-time employees who work a minimum of thirty-two (32) hours per week and six (6) months per year shall earn vacation on a pro-rata basis.

Section 2.

Each employee having vacation with pay to his credit in accordance with the foregoing provision, desiring to take vacation, shall make application in writing on prescribed form provided by the Department. Upon receipt of application for vacation, the Engineer or Maintenance Superintendent, at his discretion, shall approve said application, if it will not seriously affect the services of the Department. The employee making the application for vacation shall be notified by the Department within five working days after receipt of the written vacation request.

Section 3.

It shall be the policy that all employees entitled to vacation with pay shall take vacation in full each year, except that by mutual agreement between the Engineer or Maintenance Superintendent and the employee, a split vacation of less than the accrued vacation time may be taken. Accrued vacation may be accumulated not to exceed a total of 25 days, or 200 hours.

Section 4.

Payment of Accrued Vacation: Employees who have accumulated vacation time shall be eligible to receive, upon proper two-week notice and who depart in good standing, of unused vacation at the employee's base rate of pay for up to 200 hours. All vacation payouts will be deposited in the employee's VEBA account, if the employee has an established account. For employees who do not have an established VEBA account, vacation payouts will be paid directly to the employee, unless the payment totals \$1,000 or more, in which case a VEBA will be setup for them and the vacation payment will be deposited into it. Employees who were part-time during the duration of their employment and were not eligible for health insurance at any time will receive their payment in a lump sum.

In the event of the death of an employee, all earned vacation of the deceased shall be paid to the employee's spouse, if living, otherwise to the estate of the deceased employee. There may be a clearance period of up to three weeks from the effective date of the employee's termination until the accrued vacation is paid. Payment for vacation or other pay may be withheld if the employee is in any way indebted to the County, or is in possession of County equipment or property.

Section 5.

Each employee shall receive eleven paid holidays per year. The recognized holidays are:

New Years Day	Martin Luther King's Birthday
Presidents Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veterans Day

Thanksgiving Day
Christmas Day

*Day After Thanksgiving

*In lieu of the County-approved Christmas Eve holiday add the Day After Thanksgiving to the holiday schedule.

Should any of these recognized holidays fall on Saturday, employees shall have the preceding Friday as a paid holiday. If they fall on Sunday, the following Monday will be the paid holiday. Part-time employees who work a minimum of thirty- two (32) hours per week and six (6) months per year shall receive holidays with pay on a pro-rata basis.

Section 6.

If an employee is required to work on any of the above holidays, the employee shall be credited for all hours worked at two (2) times the regular rate in addition to holiday pay, or, if any of the above holidays fall during an employee's vacation, that day shall not be considered a day of paid vacation. If an employee is required to work on Sunday, the employee shall receive an additional hour of pay for each hour worked.

Section 7. Jury Duty

Any employee shall be granted a leave of absence with pay for service on a jury. Such employee shall return fees for such jury duty to the Employer. The employee shall be allowed to retain mileage and meal expenses.

ARTICLE V SICK LEAVE PROVISIONS

Section 1.

For Sick Leave and Funeral Leave provisions please see Meeker County Personnel Policies, with the exception of Severance Compensation as stated in Section 5 below.

Section 2.

When an employee is unable to report for work because of illness or injury or because of death in the immediate family as defined by Minnesota Statutes §181.9413, the employee shall report to the County Highway Office or cause to be reported early enough so that arrangements may be made to carry on his work. All sick leave claims shall be submitted on prescribed forms provided by the County Highway Office.

Section 3.

The County Engineer may, at any time, require evidence of the nature and extent of any injury, or the condition of any employee during illness. This may include a signed statement from the employee's physician.

Section 4.

When an employee's absence on sick leave is compensated for by the County's Worker's Compensation insurance, the employee's sick leave pay paid for by the County will be only that amount that together with Worker's Compensation insurance payments that will make a full pay

check during time absent. Employees will keep their Worker's Compensation check and be paid the difference by the County as long as the employee has sick leave in his account.

Section 5.

Employees with ten or more years of consecutive service, upon retirement or separation of employment, except for dismissal for cause, shall be granted severance pay on any unused sick hours according to Table I below at the employee's current rate of pay. All sick leave payouts will be deposited into the employee's VEBA account, if the employee has an established account. For employees who do not have an established VEBA account, sick leave payments will be paid directly to the employee, unless the payment totals \$1,000 or more, in which case a VEBA will be setup for them and the sick leave payment will be deposited into it. Employees who were part-time during the duration of their employment and were not eligible for health insurance at any time will receive their payment in a lump sum. No employee shall be eligible to receive more than one sick leave payout from the County.

In the event of the death of an employee, all earned sick leave of the deceased shall be paid to the employee's spouse, if living, otherwise to the estate of the deceased employee. There may be a clearance period of up to three weeks from the effective date of the employee's termination until the accrued sick leave is paid. Payment for sick leave or other pay may be withheld if the employee is in any way indebted to the County, or is in possession of County equipment or property.

**TABLE I
MEEKER COUNTY SICK/SEVERANCE PAYOUT SCHEDULE**

% PAYOUT	MAXIMUM PAYOUT REGULAR SICK		MAXIMUM PAYOUT DEFERRED SICK	
	10+ YEARS	20+ YEARS	10+ YEARS	20+ YEARS
50%	\$7,000	\$10,000	\$3,500	\$5,000

**ARTICLE VI
EMPLOYEE CONDUCT**

Section 1.

The Employer will discipline employees for just cause only. Discipline will be in the form of:

- Oral reprimand,
- Written reprimand,
- Suspension,
- Demotion, and
- Discharge.

Section 2.

Suspensions and discharges will be in written form.

Section 3.

Written reprimands, to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union shall receive a copy of such reprimands and notices of suspension and discharge.

Section 4.

Employees may examine their own individual personnel files at reasonable times and in accordance with law.

Section 5.

Employees will not be questioned concerning an investigation into disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questioning.

Section 6.

Grievances related to this Article shall be initiated by the Union at Step B of the Grievance Procedure. Oral reprimands cannot be grieved.

**ARTICLE VII
GRIEVANCE PROCEDURE**

Section 1.

Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of these working rules and regulations shall be settled in the following manner:

Step A.

The Union Steward, with or without the employee, shall take up the grievance, in writing, within twelve (12) calendar days of his knowledge of its occurrence, with the County Engineer or Maintenance Superintendent. The County Engineer or Maintenance Superintendent shall attempt to adjust the matter and shall respond to the Steward within twelve (12) calendar days.

Step B.

In the event the grievance is not satisfactorily resolved, it shall be presented in writing by the Union grievance committee, or its representative, to the County Administrator. The Administrator shall respond to the Union within fifteen (15) days.

Step C.

Upon completion of Step B and prior to requesting arbitration, the Union and the Employer may, by mutual agreement, request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step B. If mediation does not resolve the grievance within thirty days, arbitration may commence as hereafter provided in Step D.

Step D.

If no settlement is reached in Step B, or Step C if mediation occurs, the grievance may be submitted to arbitration as provided in M.S.A. 179A, and the decision of the arbitrator shall

be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) days after submission of the grievance to arbitration, either party may then request the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of prospective arbitrators. From this list, each party shall in turn strike one name until one name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance will be held promptly by the arbitrator, and a decision shall be rendered by him within thirty (30) days after the date of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

Section 2.

Union Stewards appointed or elected by the Union from among employees of the County shall be recognized by the County as representatives of the employees. The Union shall notify the County of, and supply a current roster of, its stewards. Such stewards shall have the right to leave their jobs during working hours for the purpose of reviewing and/or investigating grievances or to attend grievance meetings, not to exceed one (1) hour per grievance in any one given time.

Section 3.

If a grievance is not presented within the time limits as set forth above, it shall be considered "waived." If a grievance is not appealed to the next step with the specific time limits or 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 specific time limits, 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.

**ARTICLE VIII
SALARY SCHEDULES**

Section 1.

Employees shall be compensated with the salary schedule attached to this Labor Agreement and marked Appendix A. The attached salary schedule shall be considered a part of this Agreement. Intermittent and seasonal labor classifications shall not be subject to the monthly pay schedule.

Section 2.

All trucks and cars working for the County on an hourly, mileage or equipment rental basis shall carry a liability insurance policy with at least the minimum limits required by Minnesota Statutes. Employees shall be reimbursed at the current rate per mile paid by the County for all miles driven in their own vehicles on County business.

Section 3.

Travel time with personal vehicle spent in reporting to a different shop provided the assignment is made during the prior working day shall not be paid for the first fifteen (15) minutes or less. Travel time during shifts, call outs, or for more than fifteen (15) minutes shall be paid at the applicable rate. The County will also reimburse the employee for the difference in mileage required to report to another shop.

Section 4.

Health insurance benefits shall be provided in accordance with the following:

Family Coverage: Effective January 1, 2021, on the HSA family plan, the Employer shall pay the first \$1,010.40 (base amount) of which \$283.34 will be allocated to the Employee's HSA/VEBA, plus 50% of the premium over \$1,010.40. Effective January 1, 2021, on the Non-HSA family plan, the Employer shall pay the first \$1,010.40 (base amount), plus 50% of the amount for spouse and dependent coverage. Effective 2022 the Employer shall pay the first \$1,010.40 plus 50% of the increase from 2021 to 2022 on the Emerald single plan (base amount).

Employee Coverage Only: Effective January 1, 2021, the Employer shall pay \$903.52 towards single coverage of which \$116.68 will be allocated to the Employee's HSA/VEBA for the Emerald, Ruby, Sapphire, Diamond plans. Effective January 1, 2022 the Employer shall pay \$903.52 plus 50% of the increase in the Emerald plan.

The County has the right to choose the health insurance carrier/plan as long as the aggregate value of the plan(s) is not reduced.

This shall apply to all employees who work a minimum of thirty-two (32) hours per week and six (6) months per year.

Section 5.

The County will furnish and maintain a \$20,000 term life insurance policy for each employee. This shall apply to all employees who work a minimum of thirty-two (32) hours per week and six (6) months per year.

Section 6.

Movement within the salary range shall occur upon the successful completion of a twelve (12) month probationary period and thereafter, on one-year intervals starting on the next closest pay period.

Section 7.

The County will reimburse Employees up to \$150 per year for costs incurred for the purchase of safety glasses. Employees may carry over one year's safety glasses dollars. Reimbursement will be provided upon proof of purchase and payment by the Employee. The Employer will provide up to \$375 per contract year for safety equipment and work clothing with proper receipt of purchase. The Highway Engineer retains final approval for said purchase(s).

**ARTICLE IX
SENIORITY**

Section 1.

Two seniority lists will be kept and posted on the Employee's bulletin board annually. The following paragraphs define the two seniority lists:

1. The "Technician Seniority List" is defined as the number of years of service with the Meeker County Highway Department bargaining unit working as an Engineering Technician or an Engineering Technician Specialist. This seniority list will be used for the purpose of reduction in force, elimination of a position, layoffs, rehiring, promoting, and transferring of Engineering Technician and Engineering Technician Specialist.
2. The "Maintenance Seniority List" is defined as the number of years of service with the Meeker County Highway Department bargaining unit working as a Heavy Equipment Operator, Sign Person/Maintenance Worker, Mechanic, Lead Mechanic, or Assistant Public Works Superintendent. This seniority list will be used for the purpose of reduction in force, elimination of-a position, layoffs, rehiring, promoting, and transferring of Heavy Equipment Operator, Sign Person/Maintenance Worker, Mechanic, Lead Mechanic, and Assistant Public Works Superintendent.

All regular Employees shall be granted seniority status and placed on the appropriate seniority list. All new Employees shall be placed on the appropriate seniority list upon completion of a twelve-month probationary period. During said probationary period, an Employee may be discharged without cause and without causing a breach of contract or constituting a grievance.

Section 2.

Regular employees shall lose their seniority status upon voluntary resignation from employment or upon discharge for cause. The seniority of an employee on temporary layoff or absence due to illness or injury shall continue to accumulate. The seniority of an employee on authorized leave of absence for six (6) months or more shall be frozen at the date of leave, but shall accumulate upon return to employment.

Section 3.

The EMPLOYER is committed to hiring the most qualified candidate for County Service. Notice of all departmental vacancies and newly created positions shall be posted on the employee's bulletin board for a period of ten calendar days. Qualified employees within the bargaining unit who apply for a position shall be interviewed and considered along with other applicants. In the event that qualifications are determined to be equal, seniority shall be the deciding factor.

If an employee is hired from one of the two seniority lists the person shall serve a thirty (30) calendar day trial period to determine: 1) his/her ability to perform the duties of the position; 2) his/her desire to remain in the position. If the case of rejection be either 1) or 2), the Employee shall have the right to revert back to their former position.

Section 4.

When an employee is appointed to a position outside the bargaining unit in the Meeker County Highway Department, that employee's seniority rights in the bargaining unit shall be frozen. If employee is subsequently terminated, except for just cause or the employee chooses not to remain in the non- bargaining unit position, employee may exercise their seniority rights to

bump back into the bargaining unit in the same classification in which employee was previously employed for a period not to exceed six months.

Section 5.


With a reduction in the work force, the Employee whose position is being eliminated may "bump" another Employee with less seniority in a lateral or downward movement, provided they are qualified to perform the duties of the position. An Employee, from either lay-off list, shall have an opportunity to return to work within two (2) years of his/her lay-off provided the Employee is qualified and is capable of performing the duties of the position, before any new Employee is hired. Employees shall be recalled from lay-off on the basis of seniority. All reduction in work force situation shall use the seniority list from which the position belongs to.

**ARTICLE X
CONTRACT DURATION**

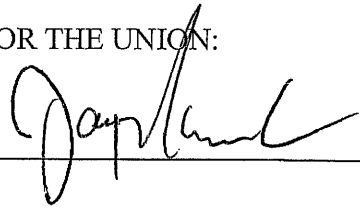
This Agreement shall be effective as of the 1st day of January, 2021, and shall remain in force and effect until the 31st day of December, 2022 and shall continue in effect from year to year thereafter, unless either party notifies the other in writing ninety (90) days prior to the termination date that it desires to modify this AGREEMENT.

IN WITNESS WHEREOF, the parties have set their hands this 22 day of
January, 2021

FOR THE BOARD:



FOR THE UNION:



APPENDIX A

MEEKER COUNTY CLASSIFICATIONS

DBM Rating	Classification
B22	Heavy Equipment Operator
B23	Engineering Technician
B23	Sign Person/Maintenance Worker
B24	Engineering Technician Specialist
B24	Mechanic
B32	Lead Mechanic
B32	Assistant Public Works Superintendent

MEEKER COUNTY 2021 HOURLY SALARY SCHEDULE

Meeker County Hourly Table 2021											
	0001	0002	0003	0004	0005	0006	0007	0008	0009	0010	0011
B22	20.53	21.13	21.78	22.43	23.10	23.80	24.51	25.25	26.00	26.78	27.58
B23	21.77	22.42	23.10	23.80	24.50	25.23	25.99	26.76	27.58	28.40	29.25
B24	23.33	24.03	24.76	25.49	26.25	27.04	27.86	28.68	29.55	30.44	31.35
B32	25.20	25.96	26.73	27.53	28.36	29.21	30.08	30.99	31.92	32.88	33.86

MEEKER COUNTY 2022 HOURLY SALARY SCHEDULE

Meeker County Hourly Table 2022											
	0001	0002	0003	0004	0005	0006	0007	0008	0009	0010	0011
B22	20.94	21.55	22.22	22.88	23.56	24.28	25.00	25.76	26.52	27.32	28.13
B23	22.21	22.87	23.56	24.28	24.99	25.73	26.51	27.30	28.13	28.97	29.84
B24	23.80	24.51	25.26	26.00	26.78	27.58	28.42	29.25	30.14	31.05	31.98
B32	25.70	26.48	27.26	28.08	28.93	29.79	30.68	31.61	32.56	33.54	34.54

MEMORANDUM OF AGREEMENT
COVID-19 Premium Pay

This Memorandum of Agreement (“MOA”) is made by and between Meeker County (“Employer”) and the American Federation of State, County, and Municipal Employees, Council No. 65 (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in the Assistant County Attorney unit (“Employees”); and

WHEREAS, the Employer and the Union are parties to a Labor Agreement in effect January 1, 2021 to December 31, 2022; and

WHEREAS, Meeker County has been operating during a historic pandemic since 2020; and

WHEREAS, Meeker County appreciates and recognizes that employees have been continuing to provide services to the public during the pandemic.

Be it resolved that the parties hereto agree as follows:

1. A one-time payment of COVID-19 Premium Pay in the amount of \$500.00 (dollars) to every regular full-time employee who is a current employee of Meeker County as of February 24, 2022.
2. A one-time payment of COVID-19 Premium Pay of a pro-rated amount based on hours worked over the last year to every part-time employee, who averaged at least eight hours of work per week over the past twelve (12) months, and who is a current employee of Meeker County as of February 24, 2022.
3. An additional one-time payment of COVID-19 Premium Pay in the amount of \$500.00 (dollars) twelve (12) months after the passage of this Memorandum of Agreement to every regular full-time employee who was employed by Meeker County as of the passage of this resolution and continues to maintain full-time employment with Meeker County as of the date of the second payment.
4. An additional one-time payment of COVID-19 Premium Pay of a pro-rated amount based on hours worked since February 24, 2022, to every part-time employee, who averaged at least eight hours of work per week over the period of time between the two payments, and who has maintained employment with Meeker County as of the date of the second payment.

This Memorandum of Agreement will not operate as a waiver of any County or Union right, be used as an aid in interpreting language in the collective bargaining agreement, establish any precedent or be used as evidence of a binding past practice.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on this
28th day of February, 2022.

FOR:
COUNTY OF MEEKER

Archie Johnson

FOR:
AFSCME, Council No. 65

Angie Lion-Labor Representative

John P. Fitzmaurice 2/28/22

**MEMORANDUM OF AGREEMENT
COVID-19 Premium Pay**

This Memorandum of Agreement ("MOA") is made by and between Meeker County ("Employer") and the American Federation of State, County, and Municipal Employees, Council No. 65 ("Union").

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in the Highway unit ("Employees"); and

WHEREAS, the Employer and the Union are parties to a Labor Agreement in effect January 1, 2021 to December 31, 2022; and

WHEREAS, Meeker County has been operating during a historic pandemic since 2020; and

WHEREAS, Meeker County appreciates and recognizes that employees have been continuing to provide services to the public during the pandemic.

Be it resolved that the parties hereto agree as follows:

1. A one-time payment of COVID-19 Premium Pay in the amount of \$500.00 (dollars) to every regular full-time employee who is a current employee of Meeker County as of February 24, 2022.
2. A one-time payment of COVID-19 Premium Pay of a pro-rated amount based on hours worked over the last year to every part-time employee, who averaged at least eight hours of work per week over the past twelve (12) months, and who is a current employee of Meeker County as of February 24, 2022.
3. An additional one-time payment of COVID-19 Premium Pay in the amount of \$500.00 (dollars) twelve (12) months after the passage of this Memorandum of Agreement to every regular full-time employee who was employed by Meeker County as of the passage of this resolution and continues to maintain full-time employment with Meeker County as of the date of the second payment.
4. An additional one-time payment of COVID-19 Premium Pay of a pro-rated amount based on hours worked since February 24, 2022, to every part-time employee, who averaged at least eight hours of work per week over the period of time between the two payments, and who has maintained employment with Meeker County as of the date of the second payment.

This Memorandum of Agreement will not operate as a waiver of any County or Union right, be used as an aid in interpreting language in the collective bargaining agreement, establish any precedent or be used as evidence of a binding past practice.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on this 24th day of February, 2022.

FOR:
COUNTY OF MEEKER

Adylin

FOR:
AFSCME, Council No. 65

Angie Rios - AFSCME Labor Representative
Janet
Rodney Groshen

MEMORANDUM OF AGREEMENT
Employee Referral Program

This Memorandum of Agreement ("MOA") is made by and between Meeker County ("Employer") and the American Federation of State, County, and Municipal Employees, Council No. 65 ("Union").

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in the Highway unit ("Employees"); and

WHEREAS, the Employer and the Union are parties to a Labor Agreement in effect January 1, 2021 to December 31, 2022; and

WHEREAS, the parties recognize the challenges and opportunities in regards to current workforce shortages; and

WHEREAS, the parties desire to provide an Employee Referral Program to provide current employees with the ability to be part of the solution.

Be it resolved that the parties hereto agree as follows:

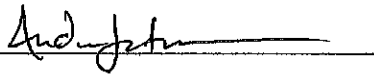
1. External candidates that apply for an open position must indicate the referred current employee's name on their official job application through Meeker County's online job application system. A candidate can only designate one current County Employee as their referral.
2. Eligible employees that refer a candidate who is subsequently hired by Meeker County will receive \$200.00 after the candidate/new hire completely 90 days of employment with Meeker County.
3. Upon successful completion of the new hire probationary period, the referring employee will receive an additional \$300.00.
4. Eligible employees who receive the initial referral \$200 payment will not be required to pay back that amount should the candidate not successfully complete the probationary period.
5. Referral incentives will be compensated according to Meeker County's posted payroll schedule and all regular and routine withholdings shall be deducted.
6. There is no limit to the number of candidates that may be referred or incentives received by an eligible Employee. However, the position must be actively posted on Meeker County's job application system for candidates to apply and designate an Employee referral.

7. Candidates will be considered for employment consistent with recruitment policies and procedures, and positions will be filled in alignment with the allotted number of official vacancies.
8. All information regarding the hiring decision and employee's performance during the probationary period will remain strictly confidential.
9. This Memorandum of Agreement will expire on February 15, 2023.

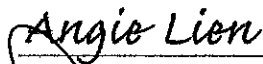
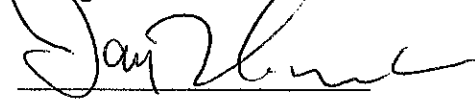
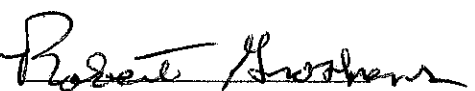
This Memorandum of Agreement will not operate as a waiver of any County or Union right, be used as an aid in interpreting language in the collective bargaining agreement, establish any precedent or be used as evidence of a binding past practice.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on this 18 day of February, 2022.

FOR:
COUNTY OF MEEKER



FOR:
AFSCME, Council No. 65

 Labor Representative



MEMORANDUM OF AGREEMENT
Employee Referral Program

This Memorandum of Agreement ("MOA") is made by and between Meeker County ("Employer") and the American Federation of State, County, and Municipal Employees, Council No. 65 ("Union").

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in the Assistant County Attorney unit ("Employees"); and

WHEREAS, the Employer and the Union are parties to a Labor Agreement in effect January 1, 2021 to December 31, 2022; and

WHEREAS, the parties recognize the challenges and opportunities in regards to current workforce shortages; and

WHEREAS, the parties desire to provide an Employee Referral Program to provide current employees with the ability to be part of the solution.

Be it resolved that the parties hereto agree as follows:

1. External candidates that apply for an open position must indicate the referred current employee's name on their official job application through Meeker County's online job application system. A candidate can only designate one current County Employee as their referral.
2. Eligible employees that refer a candidate who is subsequently hired by Meeker County will receive \$200.00 after the candidate/new hire completely 90 days of employment with Meeker County.
3. Upon successful completion of the new hire probationary period, the referring employee will receive an additional \$300.00.
4. Eligible employees who receive the initial referral \$200 payment will not be required to pay back that amount should the candidate not successfully complete the probationary period.
5. Referral incentives will be compensated according to Meeker County's posted payroll schedule and all regular and routine withholdings shall be deducted.
6. There is no limit to the number of candidates that may be referred or incentives received by an eligible Employee. However, the position must be actively posted on Meeker County's job application system for candidates to apply and designate an Employee referral.

7. Candidates will be considered for employment consistent with recruitment policies and procedures, and positions will be filled in alignment with the allotted number of official vacancies.
8. All information regarding the hiring decision and employee's performance during the probationary period will remain strictly confidential.
9. This Memorandum of Agreement will expire on February 15, 2023.

This Memorandum of Agreement will not operate as a waiver of any County or Union right, be used as an aid in interpreting language in the collective bargaining agreement, establish any precedent or be used as evidence of a binding past practice.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on this 18th day of February, 2022.

FOR:
COUNTY OF MEEKER

And John

FOR:
AFSCME, Council No. 65

Angie Lion -Labor Representative
John P. Fitzgibbon 2/23/22

MEMORANDUM OF AGREEMENT
Hiring Incentive

This Memorandum of Agreement ("MOA") is made by and between Meeker County ("Employer") and the American Federation of State, County, and Municipal Employees, Council No. 65 ("Union").

WHEREAS, the Union is the exclusive representative for certain employees employed by Employer in the Highway unit ("Employees"); and

WHEREAS, the Employer and the Union are parties to a Labor Agreement in effect January 1, 2021 to December 31, 2022; and

WHEREAS, the parties recognize the challenges and opportunities in regards to current workforce shortages; and

WHEREAS, Meeker County is implementing creative solutions to address recruitment and retention challenges.

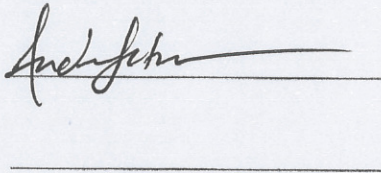
Be it resolved that the parties hereto agree as follows:

1. Beginning February 24, 2022, a one-time hiring incentive payment of \$500 to every newly hired regular full-time employee upon completion of 90 days of employment.
2. Beginning February 24, 2022, a one-time hiring incentive payment of a pro-rated amount based on anticipated required hours worked to every newly hired part-time employee upon completion of 90 days of employment.
3. An additional one-time hiring incentive payment in the amount of \$500 upon successful completion of the probation period to every newly hired regular full-time employee who was hired by Meeker County as of the passage of this resolution and continues to maintain full-time employment with Meeker County as of the date of the second payment.
4. An additional one-time hiring incentive payment of a pro-rated amount based on average hours worked per week over the period of time between the two payments upon successful completion of the probation period to every newly hired part-time employee who was hired by Meeker County as of the passage of this resolution and continues to maintain part-time employment with Meeker County as of the date of the second payment.
5. The Memorandum of Agreement will expire on February 24, 2023.

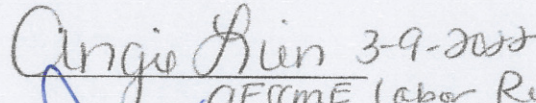
This Memorandum of Agreement will not operate as a waiver of any County or Union right, be used as an aid in interpreting language in the collective bargaining agreement, establish any precedent or be used as evidence of a binding past practice.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on this 11th day of March, 2022.

FOR:
COUNTY OF MEEKER



FOR:
AFSCME, Council No. 65

 3-9-2022
AFSCME Labor Representative
