

LABOR AGREEMENT
BETWEEN

THE COUNTY OF MEEKER

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL/CIO, MINNESOTA COUNCIL 65, LOCAL 940, CHAPTER B

ASSISTANT COUNTY ATTORNEY UNIT

Effective January 1, 2021 through December 31, 2022

INDEX

	PAGE
ARTICLE 1.	PURPOSE OF AGREEMENT 3
ARTICLE 2.	RECOGNITION 3
ARTICLE 3.	DEFINITIONS 3
ARTICLE 4.	EMPLOYER SECURITY 4
ARTICLE 5.	MANAGEMENT RIGHTS 4
ARTICLE 6.	UNION SECURITY 4
ARTICLE 7.	EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE 5
ARTICLE 8.	SAVINGS CLAUSE 7
ARTICLE 9.	SENIORITY 7
ARTICLE 10.	DISCIPLINE 8
ARTICLE 11.	COMPENSATORY TIME AND ON-CALL PAY 9
ARTICLE 12.	VACATION 9
ARTICLE 13.	SICK LEAVE - SICK SEVERANCE 10
ARTICLE 14.	HOLIDAYS 11
ARTICLE 15.	INSURANCE 11
ARTICLE 16.	LEAVES OF ABSENCE 11
ARTICLE 17.	BEREAVEMENT LEAVE 12
ARTICLE 18.	WAGES 13
ARTICLE 19.	DURATION 13
APPENDIX A	SALARY SCHEDULES 14

ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2021 between the County of Meeker, hereinafter called the EMPLOYER and the American Federation of State, County and Municipal Employees, AFL/CIO, Minnesota Council 65, Local 940, hereinafter called the UNION. It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application, and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for the bargaining unit:

All Assistant County Attorneys who are employed by Meeker County, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 Neither the UNION nor the EMPLOYER shall discriminate against any EMPLOYEE because of UNION membership or non-membership, nor because of status in a legally protected class or political belief.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: American Federation of State, County and Municipal Employees, MN Council 65.
- 3.2 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, MN Council 65, Local 940, Chapter B.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 OFFICE: The Meeker County Attorney's Office.
- 3.5 EMPLOYER: The County of Meeker.
- 3.6 UNION OFFICER: Officer elected or appointed by the Union.

- 3.7 **NORMAL WORKING DAY:** The normal work day shall be 8:00 a.m. - 4:30 p.m. with one half (1/2) hour unpaid lunch and two (2) 15 minute paid rest breaks. Forty (40) hours per week.
- 3.8 **FULL-TIME EMPLOYMENT:** Minimum of thirty-two (32) hours per week.

ARTICLE 4. EMPLOYER SECURITY

The Union agrees that during the life of this AGREEMENT that the Union will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5. MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for the Employer to operate and direct the affairs of the Office in all of its various aspects insofar as it does not violate any of the terms of this AGREEMENT as herein contained, any terms of the Meeker County Personnel Policies, or any State or Federal Laws. These rights include, but are 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 6. UNION SECURITY

- 6.1 In recognition of the Union as the exclusive representative, the Employer shall:
- A. Deduct from each payroll, an amount sufficient to provide payment of dues established by the Union from the wages of all Employees authorizing, in writing, such a deduction; and
 - B. Remit such deduction to the appropriate designated officers of the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a Steward and an Alternate and shall inform the Employer in writing of such choice and changes in the position of Steward and/or Alternate.
- 6.3 The Employer agrees to notify the Union of any new Employee covered by the AGREEMENT.
- 6.4 The Employer shall make space available on the Employee bulletin board for posting Union notice(s) and announcement(s).

- 6.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action not taken by the Employer under the provisions of this ARTICLE.
- 6.6 The Employer agrees that on the Employer's premises and without loss of pay, the Union Stewards shall be allowed to post official Union notices of the designated representatives; transmit communications authorized by the Union or its officers, under the terms of this contract; consult with the Employer, his representative, Union Officers or the Union Representative, concerning the enforcement of any provisions of this AGREEMENT as provided by the terms of this AGREEMENT.
- 6.7 Stewards are authorized to perform and discharge the duties and responsibilities, which are assigned to them under the terms of this AGREEMENT. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a Steward because of the performance of such duties.

ARTICLE 7. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of the AGREEMENT.
- 7.2 Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 6.2 of the AGREEMENT.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 7.4 Procedure. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of the AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in

Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

NOTE: Upon mutual consent of the parties, mediation may be requested through the Bureau of Mediation Services in an attempt to resolve the grievance without the additional costs of arbitration. If mediation is not successful in resolving the grievance, parties may proceed to Step 4.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

7.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the

submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of the AGREEMENT and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the 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.

7.7 Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as: Veterans' Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved Employee from making a subsequent appeal through Step 4 of Article VII.

7.8 Expedited Grievance. If a grievance involves an unpaid suspension, demotion or termination, the grievance procedure shall commence at Step 3 of the grievance procedure.

ARTICLE 8. SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the Employer. In the event any provision of the AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be void. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9. SENIORITY

9.1 Seniority shall be determined by the Employee's length of continuous full-time

employment with the Office and posted in an appropriate location. The seniority roster shall be posted January 1 of each year. If there are errors in the list, it is the responsibility of the Employee to notify the Employer within thirty calendar (30) days. A seniority roster shall be maintained by the Employer on the basis of time in grade and time within specific classifications.

- 9.2 Every person appointed to a regular position shall be required to successfully complete a probation period. The probation period shall begin immediately upon appointment and continue for twelve (12) months or for part-time appointments 2,080 work hours. A probation period may be extended up to an additional six (6) months, or for part-time appointments 1,040 work hours upon written notice prior to the completion of the initial probationary period. During the probationary period, a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned Employee may be returned to his/her previous position at the sole discretion of the Employer.
- 9.3 A reduction of work force will be accomplished on the basis of inverse seniority within the job classification or job series. Employees shall be recalled from lay off on the basis of seniority. An Employee on lay off shall have an opportunity to return to work within two (2) years of the time of his/her lay off before any new Employee is hired.
- 9.4 Whenever possible and when consistent with the needs of the Office, a vacancy or newly created position shall be filled from among the present employees, giving consideration to qualifications for the job and seniority. In the event a senior employee is not selected for a vacancy or newly created position, such employee shall be given written reasons, therefore, upon request. The decision and the reason shall be subject to the grievance procedure.
- 9.5 Vacation periods shall be selected on the basis of seniority until March 15 of each calendar year.
- 9.6 When an employee is appointed to a position outside the bargaining unit and in the Office, that employee's seniority rights in the bargaining unit shall be frozen. If she/he is subsequently terminated, except for just cause, or the employee chooses not to remain in the non-bargaining unit position, she/he may exercise her/his seniority rights to bump back into the bargaining unit in the same classification in which she/he was previously employed for a period not to exceed six months (6 months).

ARTICLE 10. DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
 - A. Oral reprimand
 - B. Written reprimand
 - C. Suspension
 - D. Demotion, and

E. Discharge.

- 10.2 Suspensions and discharges will be in written form.
- 10.3 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.
- 10.4 Employees may examine their own individual personnel files at reasonable times and in accordance with law.
- 10.5 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.
- 10.6 Grievances related to this Article shall be initiated by the Union at Step 2 of the Grievance Procedure. Oral reprimands cannot be grieved.
- 10.7 Discharge will be preceded by a five (5) day suspension without pay. This provision does not apply to Veterans.

ARTICLE 11. COMPENSATORY TIME AND ON-CALL PAY

- 11.1 Employees will receive compensatory time off for all hours worked in excess of 40 hours per week. Employees must have the prior approval of their Department Head before working over 40 hours per week.
- 11.2 Employees shall continue to rotate on-call duties per office policy.
- 11.3 Employees shall be compensated per weekend they are on-call. The minimum rate shall be \$200 per weekend they are on-call.
- 11.4 Employees may accumulate up to eighty (80) hours compensatory time; any hours over forty (40) shall be paid to the employee as of December 31, on a cash basis.

ARTICLE 12. VACATION

- 12.1 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 ¼ days per month
13-20 years of service	1 ½ days per month
21+ years of service	1 ¾ days per month

- 12.2 Part-time Employees shall receive vacation leave on a pro-rata basis.

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, payment of unused vacation at the Employee's base rate of pay for up to 200 hours. All vacation payments will be compensated in the form of a lump sum payment. Good standing is defined as having given proper notice of resignation, return of property, not resigning during notice of a pending investigation or while subject to allegations of serious misconduct.

In the event of 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.

ARTICLE 13. SICK LEAVE - SEVERANCE

- 13.1 Sick leave shall be earned by permanent full-time Employees at the rate of one (1) working day for each full month of service to a maximum of 100 days.
- 13.2 Part-time Employees shall receive sick leave on a pro-rata basis.
- 13.3 Sick leave days earned beyond the maximum shall accrue at the rate of one-half (1/2) day per month and be credited to a deferred sick leave "bank". Deferred sick leave shall be used only when all regular sick leave has been exhausted. This benefit is available only to those hired on or before December 31, 2020.
- 13.4 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 the table below, at the Employee's current rate of pay.

MEEKER COUNTY SICK/SEVERANCE PAYOUT SCHEDULE

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

All sick leave payouts will be compensated in the form of a lump sum payment. No employee shall be eligible to receive more than one sick leave payout from the County.

In the event of 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.

ARTICLE 14. HOLIDAYS

14.1 Employees shall be given eleven (11) paid holidays per year.

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Day After Thanksgiving
Presidents Day	Veterans Day	December 25th
Memorial Day	Christmas Eve (when it falls M-F)	

14.2 When any of the holidays fall on a Saturday, Friday shall be observed as the holiday. When any of the holidays fall on a Sunday, Monday shall be observed as the holiday.

ARTICLE 15. INSURANCE

Insurance benefits shall be provided in accordance with the following:

15.1 Life Insurance. Life insurance in the amount of \$20,000.00 shall be provided by the Employer for each Employee. The Employer shall pay all premiums due for this insurance.

15.2 Hospital/Medical/Surgical Insurance. Health insurance benefits shall be provided in accordance with the following:

A. 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).

B. 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.

ARTICLE 16. LEAVES OF ABSENCE

16.1 Military Leave. Employees who are members of any reserve component of the military forces of the United States shall be granted leave of absence with pay, in accordance with

State and Federal Law.

- 16.2 Court Duty. Any Employee subpoenaed as a witness or called and selected for jury duty, shall receive their regular compensation and other benefits for such duty. Pay received for Court Duty must be given to the Employer by the Employee. Pay for the expenses may be kept by the Employee.
- 16.3 Parental Leave. Parental leave, not to exceed six (6) months, may be granted by the EMPLOYER upon request by the Employee. An extension of a parental leave may be granted by the Employer under mutually agreeable circumstances by the Employer, Office Head and Employee, not subject to the grievance procedure. Accumulated sick leave, vacation leave, and compensatory leave shall be used during this period of unpaid parental Leave; Sick leave and vacation time shall not accumulate during any unpaid parental leave, but any unused accrued amounts of both shall remain on record at the inception of the leave of absence and shall resume upon return of the Employee. Health and welfare benefits, described in ARTICLE 15, Insurance, of this AGREEMENT will be extended during the period of which any parental leave is granted.
- 16.4 General Leave Regulations. All Employees covered by this AGREEMENT are encouraged to give as much prior notice for any leave of absence as possible so that the Employer can make appropriate adjustments of staff to ensure a continuation of service to the citizens of Meeker County.
- 16.5 Personal Leave of Absence. Unpaid personal leaves include all leaves of absence granted for reasons other than for those stated above and shall be granted at the discretion of the Employer for a period of time not to exceed six (6) months. Extension of leave for an additional six (6) months is possible pending the Employer's review and approval. Seniority, sick leave or vacation leave shall not accrue during personal leave. Health and welfare benefits will be at the employee's own expense during a period of unpaid personal leave.
- 16.6 Conferences, workshops, and training seminars shall be continued as per the past practices.

ARTICLE 17. BEREAVEMENT LEAVE

- 17.1 Bereavement Leave: Days may be taken with compensation in the event of the death of a family member, to a maximum of 5 days, according to the following schedule:

Spouse, child 5 days
Parents, brother, sister 3 days
Grandparents, grandchildren, 1 day
sister-in-law, brother-in-law, father-in-law, mother-in-law, or ward of the employee's household

Office Heads are responsible for authorizing funeral leave. Regular part time employees shall have funeral leave pro-rated based on FTE equivalent. Bereavement leave is non-

cumulative in the event of multiple deaths from the same incident.

ARTICLE 18. WAGES

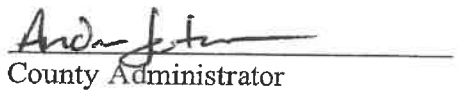
- 18.1 Employees shall be paid in accordance with Appendix A attached hereto, and made a part of this AGREEMENT.
- 18.2 Employees shall be granted annual step advancement on their anniversary date, until such time they reach the maximum step.

ARTICLE 19. DURATION

This AGREEMENT shall be effective January 1, 2021 and shall remain in effect through December 31, 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.

COUNTY OF MEEKER

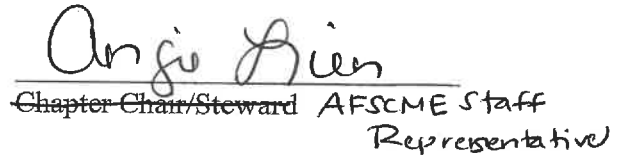

County Board of Commissioners
Chair


County Administrator

DATE: 5/19/21

**AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES**


AFSCME Staff Representative
Chapter Chair / Steward


Chapter Chair / Steward AFSCME Staff
Representative

DATE: 5/19/21

APPENDIX A

MEEKER COUNTY CLASSIFICATIONS

C45	Assistant County Attorney
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MEEKER COUNTY 2021 HOURLY SALARY SCHEDULE

Meeker County Hourly Table 2021											
	0001	0002	0003	0004	0005	0006	0007	0008	0009	0010	0011
C45	32.67	33.66	34.66	35.70	36.77	37.88	39.00	40.18	41.39	42.63	43.90

MEEKER COUNTY 2022 HOURLY SALARY SCHEDULE

Meeker County Hourly Table 2022											
	0001	0002	0003	0004	0005	0006	0007	0008	0009	0010	0011
C45	33.32	34.33	35.35	36.41	37.51	38.64	39.78	40.98	42.22	43.48	44.78

In the second year of this contract only, Employees shall be entitled to two step increases, within the schedule above, on their anniversary date. This benefit is provided on a one-time basis in the second year of the contract only.

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. Fitzgibbon 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:

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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

Andy [Signature]

FOR:
AFSCME, Council No. 65

Angie Rios - AFSCME Labor Representative
[Signature]
[Signature]

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:

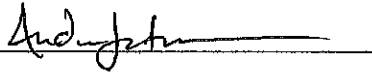
1. External candidates that apply for an open position must indicate the referred current employee's name on their official job application through Meeker County's online job application system. A candidate can only designate one current County Employee as their referral.
2. Eligible employees that refer 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.

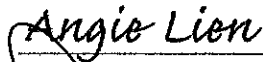

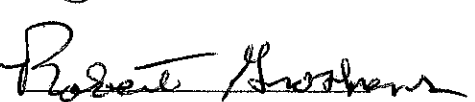
This Memorandum of Agreement will not operate as a waiver of any County or Union right, be used as an aid in interpreting language in the collective bargaining agreement, establish any precedent or be used as evidence of a binding past practice.

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

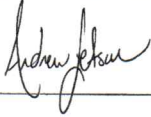
Be it resolved that the parties hereto agree as follows:

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

John P. Fitzgerald *March 9, 2022*
Angie Allen, Labor Representative
3/9/2022
