

***LABOR AGREEMENT***

***BETWEEN***

***THE COUNTY OF OLMSTED, MINNESOTA***

***AND***

***AFSCME Council 65***  
***(Assistant County Attorneys)***

***2021 - 2022***

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## AGREEMENT

This AGREEMENT is made this *12th day of January, 2021* is entered into by and between the County of Olmsted (hereinafter referred to as the Employer or County) and AFSCME Council 65 (hereinafter referred to as the Union) wherein it is agreed as follows:

### ARTICLE 1 PURPOSE

- 1.1 The County has endorsed the practice and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interest of the County and its citizens.
- 1.2 It is the intention of this Agreement to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruptions of work and interference with the efficient operation of the department, and to provide an orderly and prompt method for handling and processing grievances. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by the statutes of the State of Minnesota.

### ARTICLE 2 EXCLUSIVE REPRESENTATIVE

- 2.1 The County recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.09, Subdivision 1, as amended for: All Assistant County Attorneys, Associate County Attorneys, Senior County Attorneys, and *Lead Attorneys* employed by the Olmsted County Attorney's Office, Rochester, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding the County Attorney; the Chief Deputy County Attorney, 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 Union Stewards. The Employer agrees to recognize two (2) stewards elected or selected by the Union. The Union agrees to notify the Employer in writing of all designated stewards and replacements.

### ARTICLE 3 GRIEVANCE PROCEDURE

- 3.1 Definition of grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

- 3.2 “Day” shall mean any calendar day except Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.
- 3.3 The filing or service of any notice or document herein shall be timely if it bears a postmark of the United States Postal Service, dated electronic record via electronic mail (email), or delivered personally within the time period.
- 3.4 The parties, by mutual written agreement, may waive any step and extend any time limits in the grievance procedure.
- 3.5 In computing any period prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period begins to run shall not be included. The last day of the period as computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or a legal holiday.
- 3.6 Processing a Grievance: It is recognized and accepted by the Union and the Employer that the processing of a grievance 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 (during their normal working hours), when a grievance is 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.

The following grievance procedure shall apply.

- Step 1 An employee claiming a violation concerning the interpretation or application of this agreement shall within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee’s immediate supervisor as designated by the County Attorney. The 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 provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after receipt of the Employer’s Step 1 answer.
- Step 2 If appealed, the Union shall present the written grievance, to include the facts on which it is based, to the County Attorney or designee. The County Attorney or designee shall give the Union the Employer’s answer in writing with-in ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in

Step 2 may be appealed to Step 3 by the Union within ten (10) calendar days following the County Attorney or designee's answer in Step 2.

- Step 3 If the grievance is not settled in Step 2 and the Union desires to appeal, a written appeal shall be presented by the Union to the Human Resources Director or designee. The Human Resources Director or designee shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. Any grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days by the Union following the Step 3 answer.
- Step 4 A grievance unresolved in Step 3 will be submitted to mediation through the Bureau of Mediation Services. A submission to mediation preserves the timelines for filing Step 5.
- Step 5 A grievance unresolved in Step 4 and appealed by the Union to Step 5 shall be submitted to arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator, either party may request the Bureau of Mediation Services to provide a panel of seven (7) arbitrators. The Employer and the Union shall strike names from the panel using the alternate strike method. The Union shall strike the first name.

### 3.7 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 County 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 is later, unless the parties agree to an extension. The decision shall be binding on both the County and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the evidence presented by the parties.
- c. The fees and expenses for the arbitrator's service and proceedings shall be borne equally by the County and the Union; provided, if a grievance is clearly decided in favor of the Union or the County, then the losing party shall be responsible for all the arbitrator's fees and expenses; and 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 costs

shall be borne equally for that record. Each party shall be responsible for compensating its own representative and witnesses.

- 3.8 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 specified 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 Employer and the Union may extend the time limit in each Step by mutual written agreement.
- 3.9 Election of Remedies: If as a result of the written employer response in Step 3, the grievance remains unresolved, and if the grievance involves the discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of the grievance procedure or a procedure such as veterans preference, civil-service or fair employment. If appealed to any procedure other than Step 5 of the grievance procedure, the grievance is not subject to the arbitration procedure as provided in Step 5 of the grievance procedure. The aggrieved employee shall indicate in writing which procedures to be utilized, Step 5 of the grievance procedure 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 5 of the grievance procedure.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to EEOC V. Board of Governors, 957 F.2d 424 (7<sup>th</sup> Cir.), cert. denied, 506 U.S. 906 (1992), or if Board of Governors is judicially or legislatively overruled, this paragraph shall be immediately null and void and shall be deleted from this Agreement.

**ARTICLE 4  
PAYROLL DEDUCTION FOR DUES**

- 4.1 Dues Deductions. The Employer shall deduct from each employee who has authorized in writing a deduction for union dues such sum as regular dues by the Union. The Employer shall remit monthly such deductions to the Union.
- 4.2 Fair Share Fee Deductions. In accordance with *Minnesota Statutes* §179A.06, Subd. 3, the Employer agrees that upon notification by the Union it shall deduct a *fair share fee* from all employees who are not members of the Union. This fee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues. The Union shall certify to the Employer, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Union to pay the fee.

- 4.3 An employee who demonstrates, to the satisfaction of the Union, a history of objecting to joining or financially supporting labor organizations shall not be required to join the Union or to financially support the Union. However, any such employee is required, in lieu of paying Union dues or a fair share fee, to pay to a charity of the employee's choice the sum equal to the fair share fee and provide proof directly to the Union of such payment.
- 4.4 Hold Harmless Provision. The Union will indemnify, defend and hold the Employer harmless against any and all claims made and against any suits instituted against the Employer, its officers or employees, by reason of this Article.

#### **ARTICLE 5 MANAGEMENT RIGHTS**

- 5.1 It is recognized that, except as expressly stated herein, the County Attorney/County shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the County Attorney's Office 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 the number of personnel by which such operations and services are to be conducted, to direct the work assignment of the employees, to schedule working hours and to assign overtime, to determine whether goods or services should be made or purchased, to hire, promote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons, to make and enforce reasonable rules and regulations, and to change or eliminate existing methods, equipment or facilities, or assign particular new functions and programs which are the responsibility of the County Attorney/County according to state law or rule and regulations of force and effect of law.

#### **ARTICLE 6 HOURS OF WORK**

- 6.1 Work Schedules. The employees work schedule will be based and compensated on a 2080 hour work year.
- 6.2 Normal Work Periods. The Employer, in its discretion, may establish the Normal Work Day and the Normal Work Week for the job classes governed by this Agreement. Nothing herein shall be construed as a guarantee of hours of work per day or per week. Should it be necessary in the judgment of the department to change the "normal work day" or "normal work week", notice of such change shall be given to the Union as far in advance as is reasonably practicable.

**ARTICLE 7  
HOLIDAYS**

- 7.1 Employees shall receive the following designated holidays:  
New Year's Day - January 1  
Martin Luther King Day - Third Monday in January  
President's Day - Third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - July 4  
Labor Day – First Monday in September  
Veterans Day – November 11  
Thanksgiving Day – Fourth Thursday in November  
Day after Thanksgiving – Fourth Friday in November  
Christmas Eve ~ 4 hours – December 24  
(when Christmas Eve is on a Monday thru Thursday)  
Christmas Day – December 25

**ARTICLE 8  
NO STRIKE/NO LOCKOUT PROVISIONS**

- 8.1 Neither the Unions, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or abstinence in whole or in part of the full, faithful or proper performance of the duties or employment.
- 8.2 In the event that any employee violates this Article, the Union shall immediately notify such employee in writing to cease and desist from such action and shall instruct him or her to immediately return to his or her normal duties. Any employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.
- 8.3 No lockout shall be instituted by the Employer during the life of this Agreement provided Section 8.1 is not violated by any bargaining unit employee and the Union complies with Section 8.2.



**ARTICLE 9**  
**PAID TIME OFF (PTO)**

- 9.1 Olmsted County shall provide Paid Time Off (PTO) for employees to utilize for vacations, attend to personal business, funerals and to recuperate during illness. *Effective January 4<sup>th</sup>*, an employee will accrue an amount of time each pay period (bi-weekly) as follows:

<i>First Year thru Year 5</i>	<i>7.0 hrs./pay period</i>	<i>(22.75 days)</i>
<i>Year 6 thru Year 10</i>	<i>7.75 hrs./pay period</i>	<i>(25.1875 days)</i>
<i>Year 11 thru Year 15</i>	<i>8.50 hrs./pay period</i>	<i>(27.625 days)</i>
<i>Year 16 thru Year 20</i>	<i>9.25 hrs./pay period</i>	<i>(30.0625 days)</i>
<i>Year 21 thru Year 25</i>	<i>10.0 hrs./pay period</i>	<i>(32.5 days)</i>
<i>Year 26 +</i>	<i>10.75 hrs./pay period</i>	<i>(34.9375 days)</i>

The accrual will be based on the individual's percent of FTE and hours worked up to 1.0 FTE. An employee's accrual PTO bank may not exceed **740** hours. Accordingly, notwithstanding the provisions of this article, an employee who has **740** hours in his/her PTO bank will not accrue any additional PTO until his/her PTO bank drops below **740** hours.

*Flexible Time Leave in Lieu of Funeral Leave – Beginning January 1, 2021, and on each subsequent January 1, in lieu of funeral leave, all employees shall receive 24 hours of “flexible leave” that may be used during the calendar year. This 24 hours of Flexible Time must be used within the calendar year in which it is awarded, and has no cash value upon separation of employment. Flexible leave time will be prorated for part-time employees based on their full-time equivalency. Flexible Time Leave will be administered in accordance with County policy.*

- 9.2 Eligibility: An employee is eligible for PTO if the employee is scheduled to work at least twenty (20) hours per week and the position is anticipated to last for at least one year.
- 9.3 Participants who have taken a minimum of 80 hours of PTO between designated dates are eligible annually to sell up to 40 hours of PTO at their current salary. This ability to sell PTO will be done at the County's designated time along with the other PTO participants.
- 9.4 In case of illness, injury or disability, the first normally scheduled twenty-four (24) consecutive hours shall be taken for the Paid Time Off (PTO) bank. **Flexibility Leave Time Hours** or unpaid time (pro-rated for part-time employees) before the employee may use banked sick leave or short-term disability.
- 9.5 Employees shall be eligible for payment of PTO upon severance pursuant to the Memorandum of Agreement.

**ARTICLE 10  
INSURANCE**

- 10.1 The County will provide Hospital, Surgical, Medical, Dental and Life insurance benefits to this group under the same coverage and conditions as the County provides benefits to non-union County employees. The rates established for the Union will be identical to what is established for non-union employees. These rates and coverage's will be subject to change annually. Employees should refer to the medical plan's summary plan description (SPD) for specific policy guidelines.
- 10.2 Employees will receive pro-rated health and dental insurance benefits if they are regular employees who work at least .5 FTE and up to .75 FTE for at least one year.

**ARTICLE 11  
OUTSIDE EMPLOYMENT**

- 11.1 No employee covered by this Agreement will engage in any outside employment or business which would hinder the impartial or objective performance of his or her duties. More than twenty (20) hours per week of outside employment shall be excessive unless the person is using PTO leave. Employees must obtain written consent of the County Attorney or designee before engaging in outside employment.

**ARTICLE 12  
WAGES**

- 12.1 For the calendar years **2021 and 2022** all full-time employees will receive wage increases in accordance with the attached Schedule A.
- 12.2 Performance Reviews. The following conditions apply to performance reviews for all employees:
- A. Employees will receive one formal, written performance review during each calendar year, based on the preceding twelve months' performance.
  - B. Employees will be personally reviewed by their immediate supervisor.
  - C. Employees will receive a copy of each annual rating.

Employees who do not receive a "**Meets Expectation**" or above rating on their annual performance review will not receive a merit increase, subject to review 6 months later. If upon subsequent review the performance rating is "Meets Expectation" or above, such merit increase shall be effective the following pay period.

- D. Performance Review Date Increases: Employees will be eligible for a salary increase based on the employee's annual performance review date as follows:

**Performance Pay 2020 through 2021**

**Minimum to Maximum**

<b><i>Needs Improvement</i></b>	<b>0.0%</b>
<b><i>Meets Expectation</i></b>	<b>2.25%</b>
<b><i>Exceeds Expectation</i></b>	<b>3.25%</b>

**12.3** *Employee performance reviews shall be completed and delivered to Human Resources before the performance review date of the employee to allow for immediate implementation of the performance pay increase. If the annual performance review is not completed and delivered to Human Resources by the 60<sup>th</sup> calendar day from the employee’s performance review date or employee self-evaluation whichever is later, the employee shall receive a performance pay increase of 3.25%, applied retroactively and effective from the employee’s annual performance review date until review is completed and may be adjusted at that time.*

**ARTICLE 13  
DISCIPLINE AND DISCHARGE**

13.1 The County will discipline an employee for just cause only. The discharge of probationary employees shall be subject to the Olmsted County Personnel Policies.

Discipline will be in one or more of the following forms:

- A. Oral reprimand (this may be noted in written form in the employee’s personnel file).
- B. Written reprimands, suspensions, and discharges shall be in writing. These will become part of the employee’s personnel file and will be given to and acknowledged in writing by the employee.
- C. Suspension (may be assessed, at the Employer’s discretion, in time off without pay or reduction of time from the employee’s PTO bank).
- D. Discharge.

13.2 Probationary employees may be disciplined or discharged during the probationary period. Discharge of a probationary employee shall not be subject to the grievance procedure.

13.3 Employees may examine their own personnel file at reasonable times under the direct supervision of County-designated personnel. The County and the Union agree that only disciplinary actions resulting in a written reprimand, suspension and/or discharge may be arbitrated in accordance with the grievance procedure of this agreement.

**ARTICLE 14  
SAVINGS CLAUSE**

- 14.1 If any provisions or portion of this Agreement should be rendered illegal or should be declared by reason of any subsequent statute or ordinance or by a decision of the court or is contrary to an administrative ruling or administrative regulations, such invalidation shall not affect the remaining provisions or portions of this Agreement. A voided provision may be renegotiated at the written request of either party.

**ARTICLE 15  
SENIORITY/PROBATIONARY PERIOD/LAYOFF/RECALL**

- 15.1 Probationary Period. The first twelve (12) months of employment of an employee shall be regarded as a probationary period. The Employer reserves the right to terminate an employee's employment at any time during the probationary period and such action shall not be grievable pursuant to the grievance procedure of this Agreement.
- 15.2 Seniority. Seniority shall be defined as an employee's length of continuous services as an attorney in the Olmsted County Attorney's Office since the employee's most recent date of hire. An employee's continuous service record shall be broken by separation from service by reason of resignation, discharge for cause, retirement, death, or failure to return when recalled from layoff. Seniority shall be granted to employees upon successful completion of their probationary period.
- 15.3 Layoff shall be accomplished by the use of inverse order of seniority. The affected employee(s) will receive written layoff notice a minimum of fourteen (14) calendar days in advance of the effective date of layoff. If the Employer determines in its discretion that the layoff will be effective in less than fourteen (14) calendar days, the affected employee(s) will receive their normal salary during the fourteen (14) calendar day period.
- 15.4 Recall. Notice of recall shall be by certified mail to the last mailing address which the employee has furnished to the Employer. A recalled employee must respond and report to work within fourteen (14) calendar days of notice of recall. An offer of recall returned by the post office will constitute a refusal of the recall offer. Failure to respond on time to a recall shall constitute refusal of the offer and forfeiture of all rights of recall.
- 15.5 Rights of Recall. Recall rights shall cease one (1) year after the employee is laid off or if an employee fails to respond to a recall and thereupon such employee shall be deemed separated from employment and shall have no further recall rights.

**ARTICLE 16  
BULLETIN BOARD/ELECTRONIC COMMUNICATION**

- 16.1 In lieu of the Employer providing reasonable bulletin board space within the County Attorney's Office, the Employer shall provide reasonable use of the Employer's email system for union notices, limited to the following subjects:

- A. Notice of a Union recreational and/or social affair;
- B. Notice of Union meetings;
- C. Notice of Union elections;
- D. Notice of Union committees.

16.2 The parties agree that the electronic communication is strictly limited to the subjects set forth in Article 16.1, and the electronic communication system shall not be used to air complaints or offer political commentary. Therefore, electronic communications shall not contain anything that is political, offensive, and personal or violates the County's harassment policy. Use of the email system in violation of Article 16 shall subject the employee to disciplinary action up to and including termination.

**ARTICLE 17  
GENERAL PROVISIONS**

- 17.1 Employer shall pay for pre-approved CLE credits up to an average of 15 per attorney per calendar year, and additional CLE credits as directed by the Olmsted County Attorney.
- 17.2 Employer shall pay, upon renewal, for each attorney's professional license.
- 17.3 Employer shall pay for annual membership in the Olmsted County Bar Association.
- 17.4 Employer shall allow for one (1) bargaining unit representative to have a seat on the Employee Health Insurance Committee without loss of pay.
- 17.5 Employer shall allow for one (1) bargaining unit representative to have a seat on the County Safety Committee without loss of pay.
- 17.6 The County Attorney's management staff will meet and confer with unit representatives on a quarterly basis. A copy of the unit representative's minutes of the meeting will be sent to the County Attorney.

**ARTICLE 18  
COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- 18.1 This Agreement constitutes the full and complete agreement between the County and the Union representing the employees in the appropriate bargaining unit covered by this Agreement. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.
- 18.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and Agreements arrived at by the parties after the exercise of

that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the 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, unless they mutually agree to do so.

**ARTICLE 19  
TERM**

19.1 This Agreement shall be in full force and effect from date of execution by both parties through **December 31, 2022**, and shall be automatically extended from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

In witness whereof, the undersigned have caused this Agreement to be executed this **30<sup>th</sup> day of December 2020**.

OLMSTED COUNTY BOARD OF COMMISSIONERS

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO Council 65

DocuSigned by:  
*Stephanie Podulke* 1/13/2021 | 1:03 PM CST  
3F98A212909E415...  
Stephanie Podulke, Chairperson  
County Board of Commissioners

DocuSigned by:  
*Max Forrester* 1/19/2021 | 8:45 AM CST  
C0C957420DE84AD...  
Max Forrester, Labor Representative  
AFSCME Council 65

ATTEST:

DocuSigned by:  
*Heidi Welsch* 1/13/2021 | 5:11 PM CST  
A8F097BBCC2244A...  
Heidi Welsch  
County Administrator

DocuSigned by:  
*Dave McLeod* 1/19/2021 | 8:13 AM CST  
641315F8E2B048E...  
Dave McLeod  
Bargaining Unit President

**Schedule A**

Wages ~ Effective upon execution of the agreement

**OLMSTED COUNTY ASSISTANT COUNTY ATTORNEYS**

Employees covered under this plan are eligible for compensation of **1.0% for 2021, 2.50% for 2022** and contribution decisions from **0% to 3.25%** based on performance on their performance review date. Use the contribution decision form to determine specific eligibility level. Expectations increase as employees move through the range. Salary should reflect the performance most consistently observed over the last twelve-month period.

**EVALUATION**

Anyone hired or promoted by Olmsted County, regardless of salary at entry, is subject to a one-year evaluation period. Successful completion of this evaluation makes this employee eligible for a salary adjustment. The end of the evaluation period is the start of the subsequent twelve-month review period.

Hire.....	Salary decision
6 months .....	Evaluation period review
12 months .....	Final evaluation and salary review
Subsequent 12 month periods.....	Performance and salary review

**PROVISIONAL EMPLOYEES**

Provisional employees shall receive at least the minimum entry-level wage of the banded job classification which they are to work in.

**TITLE CHANGE**

Title changes do not result in salary adjustments. Performance evaluation dates remain the same.

## SALARY SCHEDULE A

Effective January 1, 2021

<u>Band/Grade/Subgrade</u>	<u>Job Classification</u>	<u>Minimum</u>	<u>DSDT*</u>	<u>Midpoint</u>	<u>Maximum</u>	
C 4 3	Assistant County Attorney	\$29.93	\$34.42 *	\$39.69	\$49.56	Hourly Mo. (Approx) Yr. (Approx)
		\$5,187			\$8,590	
		\$62,247			\$103,085	
C 4 4	Associate County Attorney	\$35.39	\$40.38*	\$46.26	\$57.23	
		\$6,134			\$9,920	
		\$73,612			\$119,038	
C 45	Senior County Attorney	\$38.22	\$43.61*	\$49.96	\$61.80	
		\$6,624			\$10,712	
		@ Refer to attached memorandum of Understanding			\$79,494	\$128,544
D61	Lead Attorney	\$43.12	\$49.19*	\$56.35	\$69.68	
		\$7,473			\$12,078	
		@ Refer to attached memorandum of Understanding			\$89,683	\$144,934

Effective January 1, 2022

<u>Band/Grade/Subgrade</u>	<u>Job Classification</u>	<u>Minimum</u>	<u>DSDT*</u>	<u>Midpoint</u>	<u>Maximum</u>	
C 4 3	Assistant County Attorney	\$30.67	\$35.71 *	\$40.74	\$50.80	Hourly Mo. (Approx) Yr. (Approx)
		\$5,316			\$8,805	
		\$60,757			\$105,664	
C 4 4	Associate County Attorney	\$36.27	\$41.87*	\$47.47	\$58.66	
		\$6,287			\$10,168	
		\$75,442			\$122,013	
C 45	Senior County Attorney	\$39.17	\$45.22*	\$51.26	\$63.35	
		\$6,789			\$10,980	
		@ Refer to attached memorandum of Understanding			\$81,474	\$131,768
D61	Lead Attorney	\$44.19	\$51.00*	\$57.81	\$71.42	
		\$7,659			\$12,379	
		@ Refer to attached memorandum of Understanding			\$91,915	\$148,554

**Note:**

**An employee, who because of a contractual wage increase, reaches the top/maximum of the salary range plus 8%, or who is currently at the top/maximum of the salary range plus 8%, will receive an annual lump sum payment (\$700 for a meets expectations rating and \$1,200 for an exceeds expectations rating). An employee's base salary will not go above the top/maximum of the salary range plus 8%.**



**MEMORANDUM OF UNDERSTANDING  
Career Path**

This Memorandum of Understanding is entered into by and between the County of Olmsted (“County”) and AFSCME Council 65 (“Union”).

WHEREAS, the County and the Union are parties to a Labor Agreement negotiated pursuant to PELRA; and

WHEREAS, there are three levels of attorney included in the bargaining unit represented by the Union;

WHEREAS, the parties have discussed providing a career path for attorneys in the Olmsted County Attorney’s Office to progress from Assistant Attorney to Associate Attorney to Senior Attorney.

*WHEREAS, an external candidate is eligible for the entry level position of Assistant Attorney when the individual is licensed to practice law in the State of Minnesota, or will be licensed within six months of hire, and has less than three years of experience practicing as an attorney.*

*WHEREAS, an external candidate is eligible for the intermediate level position of Associate Attorney when the candidate is licensed to practice law in the State of Minnesota and has three or more years of experience in RELEVANT private practice, RELEVANT public-sector practice, or a combination thereof.*

*WHEREAS, an external candidate is eligible for the advanced level position of Senior Attorney when the candidate is licensed to practice law in the State of Minnesota and has six or more years of experience in any area of RELEVANT public-sector practice.*

*WHEREAS, years completed as AN OLMSTED COUNTY provisional employee, who practiced law, shall be counted as years of practice. Years of experience attributed to an external candidate shall be detailed in writing upon hire, with a copy to be given to the new hire and a copy placed in the new hire’s PERSONNEL file.*

NOW, THEREFORE, the parties agree as follows:

1. *An Assistant Attorney shall be promoted to an Associate Attorney after a total of three years of practice if the attorney has earned an overall rating of Meets Expectation or higher for a minimum of three consecutive annual performance reviews, unless the County Attorney describes, in writing, the reasons for declining the promotion and details the necessary remedial steps which must be taken to achieve the promotion. Once the remedial steps are completed to the satisfaction of the County Attorney, the attorney shall be promoted. Employees who advance to the Associate Attorney level will be given a 3% increase or placed at the department salary discretion threshold (DSDT) of the C44 range, whichever is greater.*

Union \_\_\_\_\_ County \_\_\_\_\_

2. *An Associate Attorney shall be promoted to a Senior Attorney after a total of six years of practice if the attorney has earned an overall rating of Meets Expectation or higher for a minimum of three consecutive annual performance reviews unless County Attorney describes, in writing, the reasons for declining the promotion and details the necessary remedial steps which must be taken to achieve the promotion. Once the remedial steps are completed to the satisfaction of the County Attorney, the attorney shall be promoted. Employees who advance to the Senior Attorney level will be given a 3% increase or the mid-point of the C45 range, whichever is greater.*

3. This Memorandum of Understanding shall *be subject to renewal at the same time as the existing collective bargaining agreement is subject to modification.*

4. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed on the dates set forth by their respective signatures.

FOR OLMSTED COUNTY:

DocuSigned by:  
*Julian Currie*  
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Julian Currie  
Director of Human Resources

Date: 1/19/2021 | 9:43 AM CST

FOR AFSCME COUNCIL 65

DocuSigned by:  
*Max Forrester*  
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Max Forrester, Labor Representative

Date: 1/19/2021 | 8:45 AM CST

DocuSigned by:  
*Dave McLeod*  
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Dave McLeod, Bargaining Unit President

Date: 1/19/2021 | 8:13 AM CST

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the County of Olmsted (“County”) and AFSCME Council 65 (“Union”).

WHEREAS, the County and the Union are parties to a Labor Agreement effective **January 1, 2021 through December 31, 2022** covering Assistant County Attorneys; and

WHEREAS, the County Attorney’s Office has experienced difficulties attracting and retaining qualified individuals for Senior Attorney; and

WHEREAS, survey data suggests a need to address the compensation for Senior Attorney.

NOW, THEREFORE, the parties agree as follows:

1. Senior Attorneys may receive a base pay increase of up to **eight percent (8.0%)** above the C45 salary range maximum in **2021 and 2022. Lead Attorneys may receive a base pay increase of up to eight percent (8.0%) above the D61 salary range maximum in 2021 and 2022.** The calculation of salary increases shall be in accordance with Article 12, Wages, and Schedule A of the Labor Agreement.

2. This Memorandum of Understanding shall **be subject to renewal at the same time as the existing collective bargaining agreement is subject to modification.**

3. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

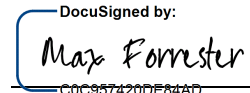
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed on the dates set forth by their respective signatures.

FOR OLMSTED COUNTY:

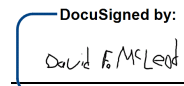
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\_\_\_\_\_  
Julian Currie  
Director of Human Resources

Date: 1/19/2021 | 9:43 AM CST

FOR AFSCME COUNCIL 65

DocuSigned by:  
  
\_\_\_\_\_  
Max Forrester, Labor Representative

Date: 1/19/2021 | 8:45 AM CST

DocuSigned by:  
  
\_\_\_\_\_  
Dave McLeod, Bargaining Unit President

Date: 1/19/2021 | 8:13 AM CST

Union \_\_\_\_\_ County \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by and between the County of Olmsted (“County”) and AFSCME Council 65 (“Union”).

WHEREAS, the County and the Union are parties to a Labor Agreement effective *January 1, 2021 through December 31, 2022*; and

WHEREAS, the parties have discussed provisions for and restrictions upon employees working from home during the COVID-19 crisis.

NOW, THEREFORE, the parties agree as follows:

To promote the employee’s effective performance of duties, a department head may authorize or revoke authorization for an employee to work from home. Under such time as the COVID-19 crisis has passed, the employee shall be given a minimum written notice of fourteen (14) calendar days unless a change in his physical workspace is required because of an emergency situation or is a mutually agreed-upon change between the department head and the employee.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed on the dates set forth by their respective signatures.

FOR OLMSTED COUNTY:

DocuSigned by:  
*Julian Currie*  
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Julian Currie  
Director of Human Resources

Date: 1/19/2021 | 9:43 AM CST

FOR AFSCME COUNCIL 65:

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*Max Forrester*  
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Max Forrester  
Labor Representative

Date: 1/19/2021 | 8:45 AM CST

DocuSigned by:  
*David McLeod*  
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David McLeod  
Bargaining Unit President

Date: 1/19/2021 | 8:13 AM CST

**Olmsted County  
Minnesota State Retirement System  
Health Care Savings Plan  
Participation Document  
AFSCME Council 65  
County Attorney Office**

The County is participating in the Minnesota State Retirement Systems Health Care Savings Plan (MSRS HCSP) for eligible employees described below.

For a detailed description of eligibility for the Plan, the benefits it offers, and other important information, see the items below.

- A. [EMPLOYEE ELIGIBILITY](#)
  - B. [PLAN CONTRIBUTIONS](#)
  - C. [HEALTH CARE SAVINGS PLAN HIGHLIGHTS](#)
- 

**A. EMPLOYEE ELIGIBILITY**

Eligible employees to participate in this Plan meet the following requirements:

1. A regular employee whose position in the Olmsted County Attorney's Office is covered by the American Federation of State, County, and Municipal Employees (AFSCME) Council 65.
2. Because employees may move from one group to another due to a milestone in years of service, (example: moving from 19 years of service to 20 years of service) Human Resources has chosen to make changes annually on April 1<sup>st</sup> of each year instead of on individual employee anniversary dates. For initial implementation all employees will be placed in a group based on their total years of Olmsted County Service.

**B. PLAN CONTRIBUTIONS**

1. Payment by the County, on participant's behalf, due to the participants termination or retirement from employment with Olmsted County, to the MSRS HCSP, if eligible, of any unused sick leave (all severance pay) as determined by existing MSRS HCSP and County policy. This payment is intended to be paid two weeks after their last regular paycheck.

All lump-sum payments on participant’s behalf to the MSRS HCSP are exempt from Federal and Minnesota state income taxes, FICA and Medicare taxes.

“Retirement” is defined as having met the service requirement and age requirement to receive an annuity from a Minnesota public pension plan.

2. Payment by the County, on participant’s behalf, due to the participants termination or retirement from employment with Olmsted County, to the MSRS HCSP, if eligible, Paid Time Off leave as determined by existing MSRS HCSP Plan and County policy. This payment is intended to be paid two weeks after their last regular paycheck.

All lump-sum payments on participant’s behalf to the MSRS HCSP are exempt from Federal and Minnesota state income taxes, FICA and Medicare taxes.

3. Employee payroll deduction contributions are required as described below. These payroll deduction contributions are exempt from Federal and Minnesota state income taxes, FICA and Medicare taxes.

<b>Group</b>	<b>Contribution-Banked Sick Leave (Severance Pay) Payout</b>	<b>Contribution-Salary Reduction/Payroll Deduction</b>	<b>Contribution-Paid Time Off (PTO) Payout</b>
<b>American Federation of Federal, State, County and Municipal Employees (AFSCME) Council 65 Olmsted County Attorneys with ten (10) to nineteen (19) years of County service</b>	<b>50% @ termination  50% @ retirement</b>	<b>2%</b>	<b>50% @ termination  50% @ retirement</b>
<b>American Federation of Federal, State, County and Municipal Employees (AFSCME) Council 65 Olmsted County Attorneys with twenty (20) or more years of County service</b>	<b>100% @ termination  100% @ retirement</b>	<b>3%</b>	<b>100% @ termination  100% @ retirement</b>

### **C. MSRS HEALTH CARE SAVINGS PLAN HIGHLIGHTS**

The Health Care Savings Plan (HCSP) is an employer-sponsored program that allows employees to save money, tax-free, to use upon termination of employment to pay for eligible health care expenses.

Employees will be able to choose among seven different investment options provided by the State Board of Investment. Assets in the account will accumulate tax-free, and since payouts are used for approved health care expenses they will remain tax-free.

Laws of Minnesota 2001, Chapter 352.98, authorized the Minnesota State Retirement System (MSRS) to offer this program to state employees, as well as all other governmental subdivisions. MSRS received its private letter ruling establishing the HCSP as a tax exempt benefit on July 29, 2002.

Amounts to be put into the account must be agreed to by the employer and included in a written personnel policy. An employer could elect to put a specific dollar amount into employee's accounts, or set aside a percentage of employee's salaries into the accounts. A mandated monthly contribution could be required to be set aside in a plan. Many public employers pay unused vacation or sick leave at the time of termination. The policy may mandate that all or a portion of this payout be put into the plan.

The Health Care Savings Plan allows employees to set aside money to cover the ever-increasing costs of health insurance and out-of-pocket expenses after termination of public service. While deferred compensation plans or retirement accounts provide a tax-deferred benefit, amounts paid out are considered taxable income. Under the Health Care Savings Plan, amounts contributed are tax-free and no taxes are paid on amounts to pay health, dental and long-term care insurance premiums, as well as, out-of-pocket medical expenses.

Upon employee's death, the employee's spouse and legal dependents continue to use the account for health care reimbursements and the reimbursements remain tax-free.

If the employee has no spouse or dependents, the designated beneficiary will continue to submit receipts for healthcare expenses. However, at this point, the reimbursements become taxable income.

Contributions will be invested in the Money Market, an interest bearing account, until designated otherwise. Participants are able to choose among seven different investment options and may change investment selections once per month.

*Effective 4/1/15*