

LABOR AGREEMENT

between

**OTTER TAIL COUNTY
OF THE STATE OF MINNESOTA**

and

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

LOCAL UNION NO. 1830

JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

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ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into by and between Otter Tail County, the State of Minnesota, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees, Local 1830, 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 sole and exclusive bargaining agent under Minnesota Statutes §179A.12, for all maintenance employees in the Otter Tail County Highway Department who meet the definition of an "employee" under Minnesota Statutes §179A.03, Subd. 14.

ARTICLE 3 DEFINITIONS

- 3.1 UNION: The American Federation of State, County and Municipal Employees, Local 1830.
- 3.2 EMPLOYER: Otter Tail County or its representative.
- 3.3 UNION MEMBER: A member of AFSCME Local 1830.
- 3.4 EMPLOYEE: A member of the bargaining unit covered by this Agreement.
- 3.5 REGULAR EMPLOYEE: Employee who has completed a one (1) year probationary period.
- 3.6 PROBATIONARY EMPLOYEE: Employee who has not completed the probationary period. During the probationary period, probationary employees are employed "at will" and cannot avail themselves of the grievance procedure in Article 6 contesting any termination process.
- 3.7 SENIORITY: Length of continuous service with the Employer, including service, departmental and classification seniority as further defined in Article 14 of this Agreement.
- 3.8 UNION STEWARD: Duly appointed or elected steward of AFSCME Local 1830.
- 3.9 ANNIVERSARY DATE: Date of original hire from which continuous employment is maintained, less day for day adjustment for unpaid leaves of absence.

- 3.10 CLASS: One or more positions sufficiently similar in the duties performed; degree of supervision exercised or required; minimum qualifications of training, experience, or skill; and such other characteristics that the same job title, the same tests of fitness, and the same schedule of compensation may be applied with equality to all of the positions.
- 3.11 DEMOTION: A change by an employee from a position in one class to a position in another class with less responsible duties and a lower salary range.
- 3.12 PROMOTION: A change of an employee from a position in one class to a position in another class with more responsible duties and a higher salary range.
- 3.13 TRANSFER: The movement of a probationary or permanent employee from a position in one class to another position in the same class in the same or different county agency or to a position in a different class in the same or different county agency that has a comparable work value.

ARTICLE 4 EMPLOYER AUTHORITY

- 4.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial functions not specifically limited by this Agreement.
- 4.2 Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.
- 4.3 The Employer may require that all maintenance employees possess and provide proof of a valid Minnesota driver's license of appropriate classification and may periodically review the driving records with the Minnesota Department of Public Safety of each maintenance employee who is allowed to operate county owned vehicles.

ARTICLE 5 UNION SECURITY

- 5.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 5.2 The Employer shall deduct from the pay of those employees who are not Union members a negotiated fee as provided in Minnesota Statutes §179A.06, Subd. 3, consistent with the Janus decision, that does not exceed eighty-five (85) percent of the regular monthly Union dues and shall remit such monies to the duly designated officer of the Union. Deductions shall commence on the first pay period after the first full month of employment.

- 5.3 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 taken or not taken under Sections 5.1 and 5.2 of this Article.
- 5.4 The Union may designate employees from the bargaining unit to act as steward(s) and alternate(s), and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 5.5 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 5.6 Union representatives shall have access to the premises of the Employer at reasonable times and subject to reasonable rules in connection with official Union business.

ARTICLE 6 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

6.1 DEFINITION OF A 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.

6.2 UNION REPRESENTATIVE

The Employer will recognize representatives designated by 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 their successors when so designated by 5.5 of this Agreement.

6.3 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.

6.4 PROCEDURE

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following schedule:

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 ten (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.

STEP 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration and subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services (BMS). By mutual agreement, both parties can request involvement of a BMS mediator to hear and resolve the grievance. If either side does not agree to the mediation process, either party may request arbitration within ten (10) days after either party's written notification to the other of their intent not to participate in the mediation process by serving a written notice on the other party of their intention to proceed with arbitration.

6.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues 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 the 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 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.

6.6 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 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 time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

6.7 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 to either Step 4 of Article 6, or a procedure such as Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 6 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 an appeal through Step 4 of Article 6.

ARTICLE 7 HOURS OF WORK

- 7.1 The Employer shall be the sole authority in establishing work schedules.
- 7.2 The normal work day shall consist of eight (8) or nine (9) hours.
- 7.3 The normal work week shall consist of forty (40) hours, Monday through Friday.
- 7.4 The normal work day shall commence at 8:00 a.m. and shall end at 4:30 p.m., with a thirty (30) minute lunch break, except as provided by paragraph 7.5, and that in the case of an emergency, as determined by the Employer, an employee may be required to work hours different than those above.
- 7.5 During the months of May through September, the work schedule may be modified to require four (4) nine (9) hour work days plus four (4) hours of work on Friday morning. Both the Union and the Department Head must agree in writing to this modification before it is implemented.
- 7.6 Full-time employees shall be guaranteed a forty (40) hour work week. Therefore, in the event of work reduction, the Employer will be required to lay off employees.

ARTICLE 8 OVERTIME

- 8.1 For employees scheduled to work eight (8) hours per day, all hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of one and one-half times the employee's regular straight time hourly rate of pay. For employees scheduled to work nine (9) or more hours per day, only those hours worked in excess of forty (40) hours per week shall be paid at time and one-half.
- 8.2 An employee may only work overtime hours with prior approval from his group leader, as authorized by the Maintenance Supervisor or the County Highway Engineer.
- 8.3 In computing overtime due under this Article, there shall be no pyramiding, duplicating, or compounding of overtime due on a daily basis with overtime due on a weekly basis.
- 8.4 No employee will be required to take time off during his regular work week to avoid payment of overtime.
- 8.5 Qualified regular employees shall be offered the opportunity to perform overtime work prior to the offering of overtime to probationary or retired callback employees.
- 8.6 An employee who is called to work during his scheduled off-duty time shall receive a minimum of three (3) hours pay at the rate of time and one-half (1-1/2). An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three hours minimum nor premium rate.
- 8.7 An employee may elect to convert hours of overtime worked in a calendar year to compensatory time off, in lieu of payment, in accordance with the following terms. Compensatory time shall be accumulated at a rate of one and one-half times overtime hours worked for equivalent time off. All overtime hours worked in a calendar year and not converted to compensatory time off shall be paid at the overtime rate provided in Section 8.1.
 - A. An employee electing to receive compensatory time in lieu of payment must notify payroll in writing on their timesheet. An employee may accumulate and maintain a maximum of forty-eight (48) hours of compensatory time. No compensatory time may be carried over to the next calendar year. All compensatory time accumulated prior to any wage rate increase, as of December 31 of each year, or at the time of termination will be paid out to the employee's Post-Employment Health Plan as provided in Section 11.4.A.
 - B. Use of compensatory time must be approved by the employee's supervisor. Requests for compensatory time off must be provided with sufficient advance notice to avoid interference with the operations of the department. In the event of a conflict between employees for the scheduling of compensatory time off, seniority shall govern.

ARTICLE 9 HOLIDAYS

9.1 All permanent employees shall be entitled to paid holidays as defined in Minnesota Statutes §645.44, Subd. 5, as that section may from time to time be amended. Current holidays as listed in State Statutes and additional holidays are as follows:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Good Friday
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Friday after Thanksgiving
Christmas Eve Day (December 24)
Christmas Day (December 25)

9.2 In order to qualify for the holiday pay under 9.1, an otherwise qualified employee must not be on an unpaid status. Holiday pay consists of eight (8) hours per holiday.

9.3 Employees eligible for the holiday pay provided by Section 9.1 of this Article who work on any such holiday shall receive the paid holiday pay plus pay at one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours worked on such holidays.

A. In lieu of the above holiday pay, in the event that an employee is required to work on Thanksgiving Day (4th Thursday in November), Friday after Thanksgiving, Christmas Eve Day (December 24) or Christmas Day (December 25), they shall receive the paid holiday pay plus pay at two (2) times their regular straight time hourly rate of pay for all hours worked on these identified holidays.

9.4 A holiday falling on Saturday shall be observed on the preceding Friday, and a holiday falling on Sunday shall be observed on the following Monday.

9.5 Should Christmas Day fall on Saturday, the preceding Thursday shall be observed as December 24, and should Christmas Day fall on Sunday, the preceding Friday shall be observed as December 24.

9.6 Holidays not worked shall be counted as time worked for purposes of computing weekly overtime.

9.7 A paid holiday which occurs during a regular employee's vacation period shall add a day to his vacation time.

ARTICLE 10 VACATIONS

10.1 Regular and probationary employees earn vacation at the rate indicated:

First year employment	6.67 hours/month
Second year employment	7.33 hours/month
Third year employment	8.00 hours/month
Fourth year employment	8.67 hours/month
Fifth year employment	9.33 hours/month
Sixth year employment	10.00 hours/month
Seventh year employment	10.33 hours/month
Eighth year employment	10.67 hours/month
Ninth year employment	11.00 hours/month
Tenth year employment	11.33 hours/month
Eleventh year employment	11.67 hours/month
Twelfth year employment	12.00 hours/month
Thirteenth year employment	12.33 hours/month
Fourteenth year employment	12.67 hours/month
Fifteenth year employment	13.00 hours/month
Sixteenth year employment	13.33 hours/month
Seventeenth year employment	13.67 hours/month
Eighteenth year employment	14.00 hours/month
Nineteenth year employment	14.33 hours/month
Twentieth year employment	14.67 hours/month
Twenty-first year employment	15.00 hours/month
Twenty-second year employment	15.33 hours/month
Twenty-third year employment	15.67 hours/month
Twenty-fourth year employment	16.00 hours/month
Twenty-fifth year employment	16.33 hours/month
Twenty-sixth year employment	16.67 hours/month
Twenty-seventh year employment	17.33 hours/month (maximum)

10.2 Vacation time may be accumulated up to a maximum of one hundred ninety-two (192) hours. Accumulated vacation in excess of one hundred ninety-two (192) hours will be lost at an employee's anniversary date unless specifically approved by the Department Head.

10.3 Employees shall be paid for any unused vacation benefits upon separation from service, subject to Article 16, Resignations.

10.4 Vacation benefits shall be pro-rated for regular employees working less than full-time.

10.5 Employee shall provide the Department Head with preferences for vacation periods by May of each year, and such preferences shall be approved so far as possible. In case of conflict as to such preferences, seniority shall govern. The Department Head shall post a vacation schedule by May 15.

- 10.6 During the period of winter road maintenance, as established by the Employer, only one maintenance employee at a time may utilize vacation benefits, unless otherwise approved by the Department Head.
- 10.7 If an employee is called back from vacation to work, all vacation time during that week shall count as time worked for the purpose of computing overtime under Article 8.
- 10.8 An employee on vacation who becomes ill or injured may, with proper notification, change leave status to sick leave.

ARTICLE 11 SICK LEAVE, POST-EMPLOYMENT HEALTH PLAN, LEAVES OF ABSENCE

- 11.1 Sick leave with pay shall be earned by each regular employee at the rate of eight (8) hours for each full month of service.
- 11.2 Unused sick leave may be accumulated from year to year up to a maximum of nine hundred and sixty (960) hours.
- 11.3 An employee who has accumulated nine hundred and sixty (960) hours of sick leave may bank up to two hundred and forty (240) additional hours sick leave at a rate of four (4) hours for each full month of service to be used only in the event that sick leave accumulated under Section 11.2 has been exhausted. Sick leave accumulated in this bank shall not be used to replenish the maximum accumulation of nine hundred and sixty (960) hours set forth in Section 11.2. Sick leave in this bank may not be used for payment of insurance premiums under Section 12.2.
 - A. An employee who has accumulated 960 hours of sick leave will accumulate additional hours of sick leave at a rate of four (4) hours for each full month of service; these additional hours will be used only for the purpose of contributions to the Post-Employment Health Plan, as provided under Section 11.3.B.
 - B. For each month an employee maintains an accumulation of at least 960 hours of sick time, the equivalent of four (4) hours pay will be contributed to their Post-Employment Health Plan. This amount will be paid into their plan once a year.
- 11.4 The Employer will allow employees to participate in a Post-Employment Health Plan administered by Minnesota State Retirement System (MSRS). The Employer will make contributions on behalf of eligible employees as follows:
 - A. Starting January 1, 2007, all compensatory time accumulated prior to any wage rate increase, as of December 31 of each year, or at the time of termination, will be applied to the Post-Employment Health Plan. Any compensatory time requested, which would exceed the 48 hour maximum authorized in Section 8.7 of this Agreement, will also be applied to the Post-Employment Health Plan.
- 11.5 Employees, in good standing, who leave employment after a minimum of ten (10) years, and who do not utilize all their accumulated sick leave, will receive seventy-five percent (75%) of their accumulated sick leave as severance pay, and it will be applied to the Post-

Employment Health Plan. Accumulations in an employee's sick leave bank are specifically excluded from this provision.

- 11.6 Sick leave shall be granted for the following:
- A. Actual illness.
 - B. Exposure to contagious disease.
 - C. Up to twenty-four hours where an employee is required to care for or attend his immediate family. "Immediate family" for the purposes of this Section shall mean employee's spouse, children, parent(s), sister, brother, grandchildren and grandparents, as the previous are related by blood or marriage. Additional time may be taken with Department Head approval and a doctor's certificate verifying the need for such care or attendance.
 - D. The use of sick leave for routine dental or medical appointments for the employee or the employee's spouse or child is not required unless the appointments total more than three (3) hours in any given month. For the purposes of this Section, the term "child" will be defined as an individual under eighteen (18) years of age or an individual under the age of twenty (20) who is still attending secondary school.
- 11.7 Employees shall notify the office of the Department Head before the start of the scheduled work shift, if possible, when requesting sick leave. Failure to provide such notice may mean denial of sick leave benefits.
- 11.8 Employees may be required to file competent written evidence that they have been absent as authorized under this Article and may be required to prove their physical fitness to perform their duties before returning to work from sick leave.
- 11.9 Up to three (3) days leave with pay shall be allowed an employee in the event of a death in his immediate family, and up to two days (2) additional leave with pay may be allowed where travel is necessary. The Employer may allow such additional leave time as it deems appropriate provided such additional time is charged against the employee's sick leave. For the purposes of this Section, "immediate family" shall be construed to mean employee's spouse, children, parents, sister, brother, grandchildren, grandparents, and great grandparents; as the previous are related by blood or marriage. In the event an employee serves as a pallbearer, eight (8) hours leave with pay shall be granted. An employee attending a funeral not covered by this policy will be required to take vacation time. An employee may use up to four (4) hours of sick leave to attend the funeral of a co-worker within the department.
- 11.10 Claiming sick leave when physically fit, except as permitted in this Article, may be cause for disciplinary action, including loss of sick leave benefits, suspension, demotion, or termination.
- 11.11 Unpaid leaves of absence may be authorized in advance. Any request for a leave of absence shall be submitted in writing by the employee or his/her immediate supervisor. Unless

justified by an emergency, a written request must be submitted by the employee in advance. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization or denial shall be furnished in writing to the employee by his/her immediate supervisor.

- 11.12 Military leaves of absence shall be granted in accordance with Federal and State Statutes.

ARTICLE 12 INSURANCE

- 12.1 Cafeteria Benefits Plan. In addition to salary, the Employer offers a Cafeteria Benefits Plan to employees. The Employer shall contribute designated amounts as referenced below per month to each regular full-time employee dependent upon classification for health insurance and/or other benefits through the Cafeteria Benefits Plan. This takes effect thirty (30) days after beginning of employment, or in the case of an employee beginning County service other than the first of a month, it shall be thirty (30) days after the first of the month following the month in which he/she becomes employed. The employee must complete a Cafeteria Benefits Enrollment Form at least fifteen (15) days prior to the effective date of eligibility for the plan. Regular employees working thirty (30) to forty (40) hours per week shall receive a pro-rata portion of the benefit per month. Regular employees working less than thirty (30) hours per week are not eligible for participation in the Cafeteria Benefits Plan.

Effective January 1, 2020, all employees who choose a single plan and were employed on or before December 31, 2019, shall receive an Employer contribution of one thousand, three hundred and twenty-five dollars (\$1,325.00) per month.

Effective January 1, 2021, all employees who choose a single plan and were employed on or before December 31, 2019, shall receive an Employer contribution of one thousand, three hundred fifty dollars (\$1,350.00) per month.

Effective January 1, 2022, all employees who choose a single plan and were employed on or before December 31, 2019, shall receive an Employer contribution of one thousand, three hundred seventy-five dollars (\$1,375.00) per month.

Effective January 1, 2020, all employees who choose a single plan and were employed after December 31, 2019, shall receive an Employer contribution of seven hundred and sixty-five dollars (\$765.00) per month.

Effective January 1, 2021, all employees who choose a single plan and were employed after December 31, 2019, shall receive an Employer contribution of seven hundred and ninety dollars (\$790.00) per month.

Effective January 1, 2022, all employees who choose a single plan and were employed after December 31, 2019, shall receive an Employer contribution of eight hundred and ten dollars (\$810.00) per month.

Effective January 1, 2020, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, three hundred fifty dollars (\$1,350.00) per month.

Effective January 1, 2021, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, four hundred dollars (\$1,400.00) per month.

Effective January 1, 2022, all employees who choose a single plus children plan or a single plus spouse plan shall receive an Employer contribution of one thousand, four hundred and twenty-five dollars (\$1,425.00) per month.

Effective January 1, 2020, all employees who choose a family plan shall receive an Employer contribution of one thousand, five hundred and twenty-five dollars (\$1,525.00) per month.

Effective January 1, 2021, all employees who choose a family plan shall receive an Employer contribution of one thousand, six hundred dollars (\$1,600.00) per month.

Effective January 1, 2022, all employees who choose a family plan shall receive an Employer contribution of one thousand, six hundred and fifty dollars (\$1,650.00) per month.

- 12.2 Upon resignation in good standing, employees who have worked less than ten (10) years and have completed their probation period, may use seventy-five percent (75%) of their accumulated sick leave for payment to continue insurance in effect under this Article, subject to approval by the insurance carrier and limited to the required periods of continued health insurance coverage provided by federal and state laws and regulations. Accumulations in the employee's sick leave bank (see Section 11.3) are specifically excluded from this provision.
- 12.3 In the event that the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act or its successor and its related regulations or cause the County to be subject to a penalty, tax, or fine, either party may request a meet and confer. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. §179A.06, and the rights and obligations of the County shall be subject to the provisions of Minn. Stat. §179A.07.

ARTICLE 13 PROBATIONARY PERIOD

- 13.1 All newly hired or rehired employees shall serve a one (1) year probationary period, during which time they may be terminated at the sole discretion of the Employer.

A. During the first six (6) months of their probationary period, employees may not use sick leave benefits, but shall earn such benefits from the first day of continuous employment.

13.2 Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment with the Employer.

ARTICLE 14 SENIORITY

14.1 Seniority Lists: Upon request of the Union, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification and department to include and rank in order of highest to lowest seniority, all regular employees in the bargaining unit.

14.2 Types of Seniority: There shall be three types of seniority established by the Agreement:

A. Service Seniority is the total length of continuous service with the County.

B. Departmental Seniority is the total length of service within a specific department or division of County service.

C. Classification Seniority is the total length of service within a work classification.

14.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.

14.4 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:

A. Layoff, which shall be by classification within a department, in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any employee in a lower classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater departmental seniority than the employee who is to be bumped.

B. Recall from layoff, which shall be by classification within a department, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and Employer, she/he shall automatically have terminated her/his employment. Recall notification shall be by registered or certified mail to the employee's last known address for an indefinite layoff and shall be contained in the layoff notice for layoffs for a definite period. An employee's name shall be retained on the recall list for two (2) years, at which time all rights to recall shall terminate.

- C. The Employer shall issue written notice of an indefinite layoff at least ten (10) calendar days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members. The Employer shall issue written notice of recall from an indefinite layoff to affected employees, providing at least seven (7) calendar days to return to work. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five (45) or more days. The Employer may lay off an employee for a definite period of forty-four (44) days or less by giving written notice to the affected employees.
- D. Emergency, provisional, temporary, and limited term employees in the same department and classification shall precede regular employees in layoff. No new employees shall be hired in a work classification within a department where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

14.5 The Employer is committed to hiring and promoting the most qualified candidate for County service. When all other qualifications are equal, the Employer shall select the applicant with the greater departmental seniority for the job opening. Positions where incumbents are reclassified shall not be considered vacant or newly created for the purpose of bidding.

14.6 For a period of seven (7) calendar days prior to filling such vacant or newly created position, the Employer shall post, in a conspicuous place, in the department, notice of all vacant or newly created positions to be filled. Such notices shall state the type of work, the place of work, rate of pay, normal hours to be worked, and the job classification. The seven (7) calendar day posting period may be shortened upon mutual agreement of the Employer and the Union. Any agreement to shorten the posting period shall be put in writing.

- A. Route transfers shall be subject to departmental seniority preference, among the Employees in the affected garage if mutual agreement cannot be reached between the Union and the Employer.

14.7 An employee promoted or transferred will serve a trial period of ninety (90) days. During the trial period, the employee may request return to a position of comparable duties, number of hours, pay and classification or, if available, the former position.

ARTICLE 15 DISCIPLINE

15.1 Disciplinary action may be taken against an employee for just cause. Disciplinary measures include the following: 1) verbal reprimand; 2) written reprimand; 3) suspension; 4) demotion; and 5) discharge.

15.2 If a Department Head or Supervisor has reason to reprimand an employee, it will be done in a manner that will not embarrass the employee before other employees or the public. When disciplinary action more severe than a verbal reprimand is intended, the Department

Head or Supervisor will, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for the action.

- 15.3 A regular employee shall not be discharged without just cause. A temporary or probationary employee may be discharged at any time.
- 15.4 Any disciplinary action imposed against a regular employee may be processed as a grievance through the regular grievance procedure as set forth in Article 6 of this Agreement.

ARTICLE 16 RESIGNATIONS

- 16.1 Employees wishing to resign shall serve notice to the Employer at least two (2) weeks in advance of the proposed resignation. Failure to serve such notice may mean forfeiture of any unused vacation benefits provided by Article 10.

ARTICLE 17 WAGES

- 17.1 All employees shall be paid in accordance with Appendix "A" attached hereto and incorporated herein by reference.
- 17.2 Employees temporarily transferred from a job at one rate to a job at a lower rate shall not have their rate of pay reduced thereby until the transfer has been made permanent. For purposes of this Section, a transfer shall be considered permanent after thirty (30) calendar days. Employees temporarily assigned to a higher paid classification will receive a \$1.00 per hour pay differential. If the temporary assignment exceeds fifteen (15) working days, or if the temporary assignment is known to be an extended one exceeding fifteen (15) days from the outset, the assigned Employee will receive the classification paid at the step in the higher classification that represents a four (4) percent increase and then being placed on the next highest step in the higher classification. Acting group leader assignments will first be offered to the senior employee in the affected group area. Employees shall receive an extra fifty cents (\$0.50) per hour in wages for up to 2,080 hours in any one calendar year during periods of time that they are serving as an acting group leader. In future years, this amount will be adjusted consistent with COLA increases.
- 17.3 Employees on jury duty will be allowed normal pay and are not eligible for the daily jury fee. Any amount received as jurors' pay shall be turned over to the Employer. Employees will be eligible for compensation for mileage to report for jury duty which exceeds mileage to their normal work station. The Employer shall grant paid leaves of absence for appearances before a Court in response to a subpoena in connection with an employee's official duties, official requests from legislative committee, or other judicial or quasi-judicial body as a witness, court attendance in conjunction with an employee's official duties, and pre-induction examination conducted within the state by any branch of the Armed Forces authorized by law.
- 17.4 Employees shall be reimbursed according to County policy for the use of private vehicles on County business.

- 17.5 Employees shall be paid twice a month.
- 17.6 Meal Reimbursement: Employees required by the Employer to be out of the County of Otter Tail on training, education, official business, or approved work-related meetings shall receive reimbursement for meals at the rate of \$43.00 per day maximum (meals shall not include reimbursement for alcoholic beverages). Upon providing a receipt, employees shall have entitlement to reimbursement for actual costs incurred in three increments throughout the day for each meal missed, i.e. \$10.00 if out of Otter Tail County between the hours of 6:00 a.m. and 9:00 a.m.; \$15.00 between the hours of 11:00 a.m. and 2:00 p.m.; and \$18.00 between the hours of 5:00 p.m. and 8:00 p.m. Employees may aggregate the meal reimbursement amounts during a one-day period, not to exceed the daily maximum of \$43.00.

ARTICLE 18 SAFETY, CLOTHING

- 18.1 The Employer shall provide a safe and healthful workplace for all employees and correct all hazards.
- 18.2 In order to achieve a safe and healthful workplace, a safety committee shall be established by the Employer of which at least two members shall be from this bargaining unit.
- 18.3 The safety committee shall be responsible for establishing and reviewing all safety procedures, investigating accidents or injuries, and procuring all necessary safety equipment.
- 18.4 A. The County seeks to insure the safest working conditions possible. Regulations and instructions for employees regarding occupational safety and health are found in the Otter Tail County Policy and Programs to Promote Worker Safety and Health. Employees will sign that they have read and understand the county's policy on safety and are expected to follow strictly all requirements. Suggestions in safety are welcomed from all employees.
- B. Safety is an integral part of each position and the responsibility of each employee. The violation of safety rules and practices may be grounds for disciplinary action.
- C. Employees injured on the job must make a report of such injury as soon as possible to their immediate supervisor. All injuries, however slight, must be reported within twenty-four (24) hours of occurrence. Major incidents, such as death, amputation, loss of consciousness, three or more casualties are to be reported immediately. Department heads are responsible for providing the proper notification to the Personnel Office of all injuries reported by employees of their department. Current forms and procedures are available at the Personnel Office.
- 18.5 A. The wearing of approved protective footwear is required for all Otter Tail County employees routinely engaged in activities with exposure to potential foot injury. For example, maintenance of highways, equipment, bridges, facilities, and the handling of materials.

- B. Approved foot protection shall consist of safety toe footwear that meets ASTM standards or other state or federal laws or regulations. Casual/sportswear "tennis shoe" style footwear is not approved protective footwear.
- C. For additional foot/ankle support and protection, field operation employees are required to wear above the ankle type protective footwear with slip resistant soles.
- D. Approved safety apparel, winter apparel, or rain apparel protection shall consist of garments certified and labeled to meet the requirements per the ANSI Standard for High Visibility Safety Apparel, with a minimum of Class 2.
- E. Employees classified as "Probationary" or "Permanent" will receive an annual clothing and footwear allowance for necessary and approved clothing and footwear required to fulfill their job functions, including but not limited to summer and winter shirts, pants, coveralls, summer work apparel, protective footwear, safety apparel, reflective winter apparel, and rain apparel. Beginning January 1, 2020, annual clothing and footwear allowances received by employees to purchase Employer-required clothing and footwear are taxable to the receiving employee. The annual clothing and footwear allowance is intended to be used by employees to purchase clothing and footwear to be worn while working. The annual clothing and footwear allowance is \$875.00 in 2020, \$950.00 in 2021, and \$1,000.00 in 2022.
- F. All employees shall be in uniform as prescribed by the Otter Tail County Engineer. All employees shall keep their uniform clothing and footwear in a presentable condition. If requested, employees shall provide the Maintenance Supervisor with verification that the footwear meets ASTM standards and that the safety apparel, winter apparel, or rain apparel meets the ANSI Standard for High Visibility Safety Apparel, with a minimum of Class 2.
- G. Exceptions to these requirements must be requested in writing through the Otter Tail County Engineer.

ARTICLE 19 WORKERS COMPENSATION

- 19.1 Employees receiving Workers Compensation insurance benefits may utilize earned vacation, sick leave, and compensation time to make up the difference between their normal earnings and the Workers Compensation payment, subject to the following terms:
 - A. The use of such earned leave time to make up the difference in hours between the two-thirds Workers Compensation payment and a normal work day is limited to pre-injury accumulated leave time.
 - B. The leave time accrued while receiving two-thirds Workers Compensation and one-third accumulated leave time cannot be used until there is a return to work.
 - C. Work related injuries may qualify for and be subject to the Family and Medical Leave Act.

- D. After the exhaustion of earned leave time and FMLA leave, the health benefits are the responsibility of the Employee, and limited to continued coverage eligibility required under federal and state laws and regulations.
- E. Seniority will cease to accrue at the date on which an employee has exhausted pre-injury accumulated leave and while on any unpaid leave of absence.

ARTICLE 20 VIOLENCE AND HARASSMENT

- 20.1 The Employer has adopted and implemented a Violence and Harassment Policy, as required by law, which shall apply to all employees, subject to amendments adopted during the term of this Agreement.

ARTICLE 21 DRUG AND ALCOHOL TESTING

- 21.1 The Employer has adopted and implemented a Drug and Alcohol Policy, as required by law, which shall apply to all employees, subject to amendments adopted during the term of this Agreement.

ARTICLE 22 FAMILY AND MEDICAL LEAVE ACT

- 22.1 The Employer has adopted and implemented a Family and Medical Leave Act Policy, as required by law, which shall apply to all employees, subject to amendments adopted during the term of this Agreement.

ARTICLE 23 WAIVER

- 23.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 23.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 24 SAVINGS CLAUSE

- 24.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Otter Tail. In the event any provision of this Agreement shall be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no

appeal has been taken within the time provided, such provisions shall be voided. 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 25 JOINT PREPARATION OF AGREEMENT

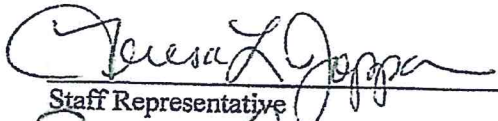
25.1 Each party has cooperated in drafting the preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any party on the basis that the party was the drafter.

ARTICLE 26 DURATION

26.1 This Agreement shall be in effect from January 1, 2020, through December 31, 2022, and shall continue in effect from year to year thereafter unless amended by agreement of the parties, or a new contract is renegotiated. All amendments and renegotiations shall be open for discussion between the parties to this contract on August 1 of the last year of its term. It is the intent and desire of the parties to complete any such negotiations during the period from August 1 to December 31 of the year of the negotiations.

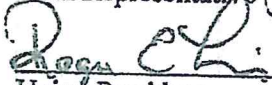
IN WITNESS WHEREOF, the parties hereto have set their signatures:

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL UNION #1830



Staff Representative


Date: 3-30-2020



Union President

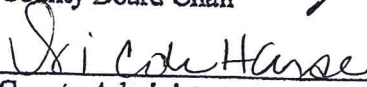
Date: 03-20-2020

OTTER TAIL COUNTY



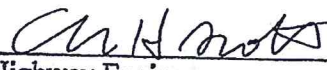
County Board Chair

Date: 04-07-2020



County Administrator

Date: 4-7-2020



Highway Engineer

Date: April 2, 2020

Hansen:MTRsb/2012-3713/3/16/2020

APPENDIX A – Classification, Position and Grade

OTTER TAIL COUNTY HIGHWAY DEPARTMENT

<u>CLASSIFICATION</u>	<u>POSITION</u>	<u>GRADE</u>
Highway Maintenance Specialist	Highway Maintenance Worker	B21
Highway Maintenance Specialist	Sign Technician	B21
Highway Maintenance Specialist	Mechanic	B23
Highway Maintenance Specialist	Highway Maintenance Group Leader	B23
Highway Maintenance Specialist	Lead Sign Technician	B23
Highway Maintenance Specialist	Lead Mechanic	B25

APPENDIX B – Salary Schedules for 2020, 2021, and 2022

2020 12 Step Compensation Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	16.23	17.04	17.85	18.65	19.46	20.27	20.96	21.62	22.30	22.98	23.65	24.34	A11
	33,758	35,443	37,128	38,792	40,477	42,162	43,597	44,970	46,384	47,798	49,192	50,627	
A12	17.21	18.07	18.93	19.79	20.64	21.51	22.23	22.94	23.66	24.38	25.10	25.82	A12
	35,797	37,586	39,374	41,163	42,931	44,741	46,238	47,715	49,213	50,710	52,208	53,706	
A13	18.22	19.11	20.02	20.93	21.85	22.74	23.53	24.28	25.04	25.80	26.55	27.32	A13
	37,898	39,749	41,642	43,534	45,448	47,299	48,942	50,502	52,083	53,664	55,224	56,826	
B21	19.20	20.16	21.12	22.07	23.03	23.99	24.78	25.57	26.38	27.18	27.99	28.78	B21
	39,936	41,933	43,930	45,906	47,902	49,899	51,542	53,186	54,870	56,534	58,219	59,862	
B22	20.19	21.19	22.21	23.22	24.25	25.21	26.10	26.92	27.77	28.61	29.44	30.29	B22
	41,995	44,075	46,197	48,298	50,440	52,437	54,288	55,994	57,762	59,509	61,235	63,003	
B23	21.18	22.25	23.30	24.36	25.42	26.49	27.36	28.24	29.12	30.00	30.89	31.78	B23
	44,054	46,280	48,464	50,669	52,874	55,099	56,909	58,739	60,570	62,400	64,251	66,102	
B24	22.42	23.56	24.68	25.80	26.92	28.04	28.97	29.90	30.84	31.78	32.70	33.64	B24
	46,634	49,005	51,334	53,664	55,994	58,323	60,258	62,192	64,147	66,102	68,016	69,971	
B31	22.42	23.56	24.68	25.80	26.92	28.04	28.97	29.90	30.84	31.78	32.70	33.64	B31
	46,634	49,005	51,334	53,664	55,994	58,323	60,258	62,192	64,147	66,102	68,016	69,971	
B25	23.93	25.11	26.30	27.51	28.71	29.90	30.89	31.90	32.89	33.88	34.89	35.86	B25
	49,774	52,229	54,704	57,221	59,717	62,192	64,251	66,352	68,411	70,470	72,571	74,589	
B32	23.93	25.11	26.30	27.51	28.71	29.90	30.89	31.90	32.89	33.88	34.89	35.86	B32
	49,774	52,229	54,704	57,221	59,717	62,192	64,251	66,352	68,411	70,470	72,571	74,589	
C41	25.15	26.40	27.69	28.93	30.19	31.45	32.51	33.54	34.60	35.65	36.69	37.75	C41
	52,312	54,912	57,595	60,174	62,795	65,416	67,621	69,763	71,968	74,152	76,315	78,520	
C42	26.16	27.46	28.76	30.09	31.38	32.69	33.78	34.88	35.97	37.06	38.15	39.24	C42
	54,413	57,117	59,821	62,587	65,270	67,995	70,262	72,550	74,818	77,085	79,352	81,619	
C43	27.15	28.52	29.86	31.22	32.57	33.93	35.06	36.18	37.35	38.48	39.57	40.72	C43
	56,472	59,322	62,109	64,938	67,746	70,574	72,925	75,254	77,688	80,038	82,306	84,698	
C44	34.51	36.21	37.93	39.68	41.40	43.12	44.55	46.00	47.42	48.85	50.29	51.74	C44
	71,781	75,317	78,894	82,534	86,112	89,690	92,664	95,680	98,634	101,608	104,603	107,619	
C45	37.40	39.27	41.12	43.00	44.87	46.73	48.31	49.85	51.41	52.96	54.53	56.08	C45
	77,792	81,682	85,530	89,440	93,330	97,198	100,485	103,688	106,933	110,157	113,422	116,646	
C51	34.51	36.21	37.93	39.68	41.40	43.12	44.55	46.00	47.42	48.85	50.29	51.74	C51
	71,781	75,317	78,894	82,534	86,112	89,690	92,664	95,680	98,634	101,608	104,603	107,619	
C52	37.40	39.27	41.12	43.00	44.87	46.73	48.31	49.85	51.41	52.96	54.53	56.08	C52
	77,792	81,682	85,530	89,440	93,330	97,198	100,485	103,688	106,933	110,157	113,422	116,646	
D61	39.80	41.79	43.79	45.76	47.76	49.77	51.41	53.07	54.74	56.38	58.04	59.71	D61
	82,784	86,923	91,083	95,181	99,341	103,522	106,933	110,386	113,859	117,270	120,723	124,197	
D62	41.74	43.82	45.91	48.00	50.10	52.17	53.91	55.64	57.39	59.12	60.86	62.59	D62
	86,819	91,146	95,493	99,840	104,208	108,514	112,133	115,731	119,371	122,970	126,589	130,187	
D63	43.66	45.86	48.04	50.21	52.41	54.57	56.39	58.23	60.04	61.85	63.68	65.51	D63
	90,813	95,389	99,923	104,437	109,013	113,506	117,291	121,118	124,883	128,648	132,454	136,261	
D64	46.08	48.39	50.68	52.98	55.29	57.61	59.52	61.44	63.36	65.27	67.19	69.10	D64
	95,846	100,651	105,414	110,198	115,003	119,829	123,802	127,795	131,789	135,762	139,755	143,728	
D65	48.97	51.41	53.86	56.33	58.77	61.21	63.27	65.30	67.33	69.37	71.41	73.47	D65
	101,858	106,933	112,029	117,166	122,242	127,317	131,602	135,824	140,046	144,290	148,533	152,818	
D71	46.08	48.39	50.68	52.98	55.29	57.61	59.52	61.44	63.36	65.27	67.19	69.10	D71
	95,846	100,651	105,414	110,198	115,003	119,829	123,802	127,795	131,789	135,762	139,755	143,728	
D72	48.97	51.41	53.86	56.33	58.77	61.21	63.27	65.30	67.33	69.37	71.41	73.47	D72
	101,858	106,933	112,029	117,166	122,242	127,317	131,602	135,824	140,046	144,290	148,533	152,818	
E81	51.38	53.96	56.52	59.07	61.65	64.21	66.37	68.51	70.66	72.79	74.94	77.07	E81
	106,870	112,237	117,562	122,866	128,232	133,557	138,050	142,501	146,973	151,403	155,875	160,306	
E82	53.31	55.98	58.64	61.30	63.98	66.62	68.86	71.07	73.29	75.52	77.73	79.97	E82
	110,885	116,438	121,971	127,504	133,078	138,570	143,229	147,826	152,443	157,082	161,678	166,338	
E83	55.24	58.00	60.76	63.52	66.29	69.04	71.35	73.65	75.96	78.26	80.55	82.84	E83
	114,899	120,640	126,381	132,122	137,883	143,603	148,408	153,192	157,997	162,781	167,544	172,307	

*The 2020 12 Step Salary Schedule reflects a three percent (3%) increase over the 2019 12 Step Salary Schedule.

2021 12 Step Compensation Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	16.72	17.55	18.39	19.21	20.04	20.88	21.59	22.27	22.97	23.67	24.36	25.07	A11
	34,778	36,504	38,251	39,957	41,683	43,430	44,907	46,322	47,778	49,234	50,669	52,146	
A12	17.73	18.61	19.50	20.38	21.26	22.16	22.90	23.63	24.37	25.11	25.85	26.59	A12
	36,878	38,709	40,560	42,390	44,221	46,093	47,632	49,150	50,690	52,229	53,768	55,307	
A13	18.77	19.68	20.62	21.56	22.51	23.42	24.24	25.01	25.79	26.57	27.35	28.14	A13
	39,042	40,934	42,890	44,845	46,821	48,714	50,419	52,021	53,643	55,266	56,888	58,531	
B21	19.78	20.76	21.75	22.73	23.72	24.71	25.52	26.34	27.17	28.00	28.83	29.64	B21
	41,142	43,181	45,240	47,278	49,338	51,397	53,082	54,787	56,514	58,240	59,966	61,651	
B22	20.80	21.83	22.88	23.92	24.98	25.97	26.88	27.73	28.60	29.47	30.32	31.20	B22
	43,264	45,406	47,590	49,754	51,958	54,018	55,910	57,678	59,488	61,298	63,066	64,896	
B23	21.82	22.92	24.00	25.09	26.18	27.28	28.18	29.09	29.99	30.90	31.82	32.73	B23
	45,386	47,674	49,920	52,187	54,454	56,742	58,614	60,507	62,379	64,272	66,186	68,078	
B24	23.09	24.27	25.42	26.57	27.73	28.88	29.84	30.80	31.77	32.73	33.68	34.65	B24
	48,027	50,482	52,874	55,266	57,678	60,070	62,067	64,064	66,082	68,078	70,054	72,072	
B31	23.09	24.27	25.42	26.57	27.73	28.88	29.84	30.80	31.77	32.73	33.68	34.65	B31
	48,027	50,482	52,874	55,266	57,678	60,070	62,067	64,064	66,082	68,078	70,054	72,072	
B25	24.65	25.86	27.09	28.34	29.57	30.80	31.82	32.86	33.88	34.90	35.94	36.94	B25
	51,272	53,789	56,347	58,947	61,506	64,064	66,186	68,349	70,470	72,592	74,755	76,835	
B32	24.65	25.86	27.09	28.34	29.57	30.80	31.82	32.86	33.88	34.90	35.94	36.94	B32
	51,272	53,789	56,347	58,947	61,506	64,064	66,186	68,349	70,470	72,592	74,755	76,835	
C41	25.90	27.19	28.52	29.80	31.10	32.39	33.49	34.55	35.64	36.72	37.79	38.88	C41
	53,872	56,555	59,322	61,984	64,688	67,371	69,659	71,864	74,131	76,378	78,603	80,870	
C42	26.94	28.23	29.62	30.99	32.32	33.67	34.79	35.93	37.05	38.17	39.29	40.42	C42
	56,035	58,822	61,610	64,459	67,226	70,034	72,363	74,734	77,064	79,394	81,723	84,074	
C43	27.96	29.38	30.76	32.16	33.55	34.95	36.11	37.27	38.47	39.63	40.76	41.94	C43
	58,157	61,110	63,981	66,893	69,784	72,696	75,109	77,522	80,018	82,430	84,781	87,235	
C44	35.55	37.30	39.07	40.87	42.64	44.41	45.89	47.38	48.84	50.32	51.80	53.29	C44
	73,944	77,584	81,266	85,010	88,691	92,373	95,451	98,550	101,587	104,666	107,744	110,843	
C45	38.52	40.45	42.35	44.29	46.22	48.13	49.76	51.35	52.95	54.55	56.17	57.76	C45
	80,122	84,136	88,088	92,123	96,138	100,110	103,501	106,808	110,136	113,464	116,834	120,141	
C51	35.55	37.30	39.07	40.87	42.64	44.41	45.89	47.38	48.84	50.32	51.80	53.29	C51
	73,944	77,584	81,266	85,010	88,691	92,373	95,451	98,550	101,587	104,666	107,744	110,843	
C52	38.52	40.45	42.35	44.29	46.22	48.13	49.76	51.35	52.95	54.55	56.17	57.76	C52
	80,122	84,136	88,088	92,123	96,138	100,110	103,501	106,808	110,136	113,464	116,834	120,141	
D61	40.99	43.04	45.10	47.13	49.19	51.26	52.95	54.66	56.38	58.07	59.78	61.50	D61
	85,259	89,523	93,808	98,030	102,315	106,621	110,136	113,693	117,270	120,786	124,342	127,920	
D62	42.99	45.13	47.29	49.44	51.60	53.74	55.53	57.31	59.11	60.89	62.69	64.47	D62
	89,419	93,870	98,363	102,835	107,328	111,779	115,502	119,205	122,949	126,651	130,395	134,098	
D63	44.97	47.24	49.48	51.72	53.98	56.21	58.08	59.98	61.84	63.71	65.59	67.48	D63
	93,538	98,259	102,918	107,578	112,278	116,917	120,806	124,758	128,627	132,517	136,427	140,358	
D64	47.46	49.84	52.20	54.57	56.95	59.34	61.31	63.28	65.26	67.23	69.21	71.17	D64
	98,717	103,667	108,576	113,506	118,456	123,427	127,525	131,622	135,741	139,838	143,957	148,034	
D65	50.44	52.95	55.48	58.02	60.53	63.05	65.17	67.26	69.35	71.45	73.55	75.67	D65
	104,915	110,136	115,398	120,682	125,902	131,144	135,554	139,901	144,248	148,616	152,984	157,394	
D71	47.46	49.84	52.20	54.57	56.95	59.34	61.31	63.28	65.26	67.23	69.21	71.17	D71
	98,717	103,667	108,576	113,506	118,456	123,427	127,525	131,622	135,741	139,838	143,957	148,034	
D72	50.44	52.95	55.48	58.02	60.53	63.05	65.17	67.26	69.35	71.45	73.55	75.67	D72
	104,915	110,136	115,398	120,682	125,902	131,144	135,554	139,901	144,248	148,616	152,984	157,394	
E81	52.92	55.58	58.22	60.84	63.50	66.14	68.36	70.57	72.78	74.97	77.19	79.38	E81
	110,074	115,606	121,098	126,547	132,080	137,571	142,189	146,786	151,382	155,938	160,555	165,110	
E82	54.91	57.66	60.40	63.14	65.90	68.62	70.93	73.20	75.49	77.79	80.06	82.37	E82
	114,213	119,933	125,632	131,331	137,072	142,730	147,534	152,256	157,019	161,803	166,525	171,330	
E83	56.90	59.74	62.58	65.43	68.28	71.11	73.49	75.86	78.24	80.61	82.97	85.33	E83
	118,352	124,259	130,166	136,094	142,022	147,909	152,859	157,789	162,739	167,669	172,578	177,486	

*The 2021 12 Step Salary Schedule reflects a three percent (3%) increase over the 2020 12 Step Salary Schedule.

2022 12 Step Compensation Schedule

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	17.22	18.08	18.94	19.79	20.64	21.51	22.24	22.94	23.66	24.38	25.09	25.82	A11
	35,818	37,606	39,395	41,163	42,931	44,741	46,259	47,715	49,213	50,710	52,187	53,706	
A12	18.26	19.17	20.09	20.99	21.90	22.82	23.59	24.34	25.10	25.86	26.63	27.39	A12
	37,981	39,874	41,787	43,659	45,552	47,466	49,067	50,627	52,208	53,789	55,390	56,971	
A13	19.33	20.27	21.24	22.21	23.19	24.12	24.97	25.76	26.56	27.37	28.17	28.98	A13
	40,206	42,162	44,179	46,197	48,235	50,170	51,938	53,581	55,245	56,930	58,594	60,278	
B21	20.37	21.38	22.40	23.41	24.43	25.45	26.29	27.13	27.99	28.84	29.69	30.53	B21
	42,370	44,470	46,592	48,693	50,814	52,936	54,683	56,430	58,219	59,987	61,755	63,502	
B22	21.42	22.48	23.57	24.64	25.73	26.75	27.69	28.56	29.46	30.35	31.23	32.14	B22
	44,554	46,758	49,026	51,251	53,518	55,640	57,595	59,405	61,277	63,128	64,958	66,851	
B23	22.47	23.61	24.72	25.84	26.97	28.10	29.03	29.96	30.89	31.83	32.77	33.71	B23
	46,738	49,109	51,418	53,747	56,098	58,448	60,382	62,317	64,251	66,206	68,162	70,117	
B24	23.78	25.00	26.18	27.37	28.56	29.75	30.74	31.72	32.72	33.71	34.69	35.69	B24
	49,462	52,000	54,454	56,930	59,405	61,880	63,939	65,978	68,058	70,117	72,155	74,235	
B31	23.78	25.00	26.18	27.37	28.56	29.75	30.74	31.72	32.72	33.71	34.69	35.69	B31
	49,462	52,000	54,454	56,930	59,405	61,880	63,939	65,978	68,058	70,117	72,155	74,235	
B25	25.39	26.64	27.90	29.19	30.46	31.72	32.77	33.85	34.90	35.95	37.02	38.05	B25
	52,811	55,411	58,032	60,715	63,357	65,978	68,162	70,408	72,592	74,776	77,002	79,144	
B32	25.39	26.64	27.90	29.19	30.46	31.72	32.77	33.85	34.90	35.95	37.02	38.05	B32
	52,811	55,411	58,032	60,715	63,357	65,978	68,162	70,408	72,592	74,776	77,002	79,144	
C41	26.68	28.01	29.38	30.69	32.03	33.36	34.49	35.59	36.71	37.82	38.92	40.05	C41
	55,494	58,261	61,110	63,835	66,622	69,389	71,739	74,027	76,357	78,666	80,954	83,304	
C42	27.75	29.13	30.51	31.92	33.29	34.68	35.83	37.01	38.16	39.32	40.47	41.63	C42
	57,720	60,590	63,461	66,394	69,243	72,134	74,526	76,931	79,373	81,786	84,178	86,590	
C43	28.80	30.26	31.68	33.12	34.56	36.00	37.19	38.39	39.62	40.82	41.98	43.20	C43
	59,904	62,941	65,894	68,890	71,885	74,880	77,355	79,851	82,410	84,906	87,318	89,856	
C44	36.62	38.42	40.24	42.10	43.92	45.74	47.27	48.80	50.31	51.83	53.35	54.89	C44
	76,170	79,914	83,699	87,568	91,354	95,139	98,322	101,504	104,645	107,806	110,968	114,171	
C45	39.68	41.66	43.62	45.62	47.61	49.57	51.25	52.89	54.54	56.19	57.86	59.49	C45
	82,534	86,653	90,730	94,890	99,029	103,106	106,600	110,011	113,443	116,875	120,349	123,739	
C51	36.62	38.42	40.24	42.10	43.92	45.74	47.27	48.80	50.31	51.83	53.35	54.89	C51
	76,170	79,914	83,699	87,568	91,354	95,139	98,322	101,504	104,645	107,806	110,968	114,171	
C52	39.68	41.66	43.62	45.62	47.61	49.57	51.25	52.89	54.54	56.19	57.86	59.49	C52
	82,534	86,653	90,730	94,890	99,029	103,106	106,600	110,011	113,443	116,875	120,349	123,739	
D61	42.22	44.33	46.45	48.54	50.67	52.80	54.54	56.30	58.07	59.81	61.57	63.35	D61
	87,818	92,206	96,616	100,963	105,394	109,824	113,443	117,104	120,786	124,405	128,066	131,768	
D62	44.28	46.48	48.71	50.92	53.15	55.35	57.20	59.03	60.88	62.72	64.57	66.40	D62
	92,102	96,678	101,317	105,914	110,552	115,128	118,976	122,782	126,630	130,458	134,306	138,112	
D63	46.32	48.66	50.96	53.27	55.60	57.90	59.82	61.78	63.70	65.62	67.56	69.50	D63
	96,346	101,213	105,997	110,802	115,648	120,432	124,426	128,502	132,496	136,490	140,525	144,560	
D64	48.38	51.34	53.77	56.21	58.66	61.12	63.15	65.18	67.22	69.25	71.29	73.31	D64
	101,670	106,787	111,842	116,917	122,013	127,130	131,352	135,574	139,818	144,040	148,283	152,485	
D65	51.95	54.54	57.14	59.76	62.35	64.94	67.13	69.28	71.43	73.59	75.76	77.94	D65
	108,056	113,443	118,851	124,301	129,688	135,075	139,630	144,102	148,574	153,067	157,581	162,115	
D71	48.88	51.34	53.77	56.21	58.66	61.12	63.15	65.18	67.22	69.25	71.29	73.31	D71
	101,670	106,787	111,842	116,917	122,013	127,130	131,352	135,574	139,818	144,040	148,283	152,485	
D72	51.95	54.54	57.14	59.76	62.35	64.94	67.13	69.28	71.43	73.59	75.76	77.94	D72
	108,056	113,443	118,851	124,301	129,688	135,075	139,630	144,102	148,574	153,067	157,581	162,115	
E81	54.51	57.25	59.97	62.67	65.41	68.12	70.41	72.69	74.96	77.22	79.51	81.76	E81
	113,381	119,080	124,738	130,354	136,053	141,690	146,453	151,195	155,917	160,618	165,381	170,061	
E82	56.56	59.39	62.21	65.03	67.88	70.68	73.06	75.40	77.75	80.12	82.46	84.84	E82
	117,645	123,531	129,397	135,262	141,190	147,014	151,965	156,832	161,720	166,650	171,517	176,467	
E83	58.61	61.53	64.46	67.39	70.33	73.24	75.69	78.14	80.59	83.03	85.46	87.89	E83
	121,909	127,982	134,077	140,171	146,286	152,339	157,435	162,531	167,627	172,702	177,757	182,811	

*The 2022 12 Step Salary Schedule reflects a three percent (3%) increase over the 2021 12 Step Salary Schedule.

MEMORANDUM OF UNDERSTANDING

BETWEEN

**OTTER TAIL COUNTY
FERGUS FALLS, MINNESOTA**

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

WHEREAS, AFSCME is the Exclusive Representative for the following employees: All maintenance employees in the Otter Tail County Highway Department who meet the definition of an "employee" under Minnesota Statutes §179A.03, Subd. 14.

WHEREAS, there exists a Labor Agreement between Otter Tail County and AFSCME, with said contract in effect from January 1, 2020 through December 31, 2022.

WHEREAS, the parties to said Labor Agreement wish to enter into a Memorandum of Understanding, subject to the terms and conditions outlined below.

NOW THEREFORE, it is mutually agreed and understood as follows:

- A. That during the negotiations for the Labor Agreement in effect from January 1, 2020 through December 31, 2022, there were agreed-upon changes to Article 18, Safety, Clothing, Sections 18.5 and 18.6.
- B. That in addition to those agreed-upon changes, it is mutually agreed and understood between the parties that employees who are members of this bargaining unit and classified as "Probationary" or "Permanent" and who had a carryover balance for protective footwear, a safety, reflective winter coat or rain coat have until December 31, 2020 to utilize any remaining carryover balance. Said employees shall provide to the Maintenance Supervisor the original receipt for the footwear, a safety, reflective winter coat or rain coat and verification that the footwear meets ASTM standards and that the safety, winter coat or rain coat meets the ANSI Standard for High Visibility Safety Apparel, with a minimum of Class 2. The Supervisor will process reimbursement for the footwear.
- C. Otter Tail County will continue to have chainsaw boots available at each shop along with chainsaw chaps for use by employees who are members of this bargaining unit.

All other terms and conditions of said Labor Agreement between Otter Tail County and AFSCME in effect from January 1, 2020 through December 31, 2022 remain in effect.

FOR OTTER TAIL COUNTY:

FOR AFSCME:

Chair, Board of Commissioners
Date: _____

Business Agent
Date: _____

County Administrator
Date: _____

Steward
Date: _____

Steward
Date: _____

MTR:sb
2012-3713
3/25/2020

MEMORANDUM OF UNDERSTANDING

BETWEEN

**OTTER TAIL COUNTY
FERGUS FALLS, MINNESOTA**

AND

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

WHEREAS, AFSCME is the Exclusive Representative for the following employees: All maintenance employees in the Otter Tail County Highway Department who meet the definition of an "employee" under Minnesota Statutes §179A.03, Subd. 14.

WHEREAS, there exists a Labor Agreement between Otter Tail County and AFSCME, with said contract in effect from January 1, 2020 through December 31, 2022.

WHEREAS, the parties to said Labor Agreement wish to enter into a Memorandum of Understanding, subject to the terms and conditions outlined below.

NOW THEREFORE, it is mutually agreed and understood that during the term of the Labor Agreement in effect from January 1, 2020 through December 31, 2022, it is agreed that Otter Tail County will reimburse mechanics who are members of this bargaining unit to replace necessary and approved tools required to fulfill their job functions if said tool is broken, worn out, or legitimately lost and not covered by insurance or tool warranty.

All other terms and conditions of said Labor Agreement between Otter Tail County and AFSCME in effect from January 1, 2020 through December 31, 2022 remain in effect.

FOR OTTER TAIL COUNTY:

FOR AFSCME:

Chair, Board of Commissioners

Date: _____

Business Agent

Date: _____

County Administrator

Date: _____

Steward

Date: _____

Steward

Date: _____

MTR:sb
2012-3713
3/25/2020

MEMORANDUM OF UNDERSTANDING

BETWEEN

OTTER TAIL COUNTY
FERGUS FALLS, MINNESOTA

AND

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

WHEREAS, AFSCME is the Exclusive Representative for the following employees: All maintenance employees in the Otter Tail County Highway Department who meet the definition of an "employee" under Minnesota Statutes §179A.03, Subd. 14.

WHEREAS, there exists a Labor Agreement between Otter Tail County and AFSCME, with said contract in effect from January 1, 2020 through December 31, 2022.

WHEREAS, the parties to said Labor Agreement wish to enter into a Memorandum of Understanding, subject to the terms and conditions outlined below.

NOW THEREFORE, it is mutually agreed and understood that employees shall provide their vacation preferences for the 2021-2022 vacation calendar by September 1 and the vacation schedule shall be posted by September 30. It is intended that the revision to the vacation request deadline and posting dates will create more flexibility and allow employees additional time to plan their vacation requests. This revision shall be for a trial period of one year to ensure that it works for both parties.

All other terms and conditions of said Labor Agreement between Otter Tail County and AFSCME in effect from January 1, 2020 through December 31, 2022 remain in effect.

FOR OTTER TAIL COUNTY:

Leanda Krogness
Chair, Board of Commissioners
Date: 4/27/2021

Sricon Ham
County Administrator
Date: 4/27/2021

FOR AFSCME:

Aeresa Joppa
Business Agent
Date: 4-13-21

Dog C Li
Steward
Date: 13 Apr. 2021

Jeff Baty
Steward
Date: 4-13-21