LABOR AGREEMENT

between

NORMAN COUNTY

and

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

LOCAL UNION NO. 3064

HIGHWAY DEPARTMENT

JANUARY 1, 2021 - DECEMBER 31, 2022

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ARTICLE 1
PURPOSE OF AGREEMENT

1.1 This Agreement is entered into between Norman County, hereinafter called Employer, and the American Federation of State, County and Municipal Employees, Local 3064, hereinafter called the Union. The intent and purpose of this Agreement is to:

1.1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;

1.1.2 Specify the full and complete understanding of the parties; and

1.1.3 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 representative under Minnesota Statutes §179A.03, Subd. 8, as amended, for all employees in the Norman County Highway Department who work more than thirty-five percent (35%) of the normal work week in the employees' bargaining unit and who are public employees under the definition of Minnesota Statutes §179A.03, Subd. 14, and excluding supervisory employees, confidential employees, and all other County employees.

ARTICLE 3
DEFINITIONS

3.1 For the purposes of this Agreement, the following definitions shall govern:

3.1.1 Union: The American Federation of State, County and Municipal Employees, Local 3064.

3.1.2 Employer: Norman County, or its representative.

3.1.3 Union Member: A member of the AFSCME, Local 3064.

3.1.4 Employee: A member of the bargaining unit covered by this Agreement.

3.1.5 Regular Employee: Employee who has completed a six (6) month probationary period.

3.1.6 Probationary Employee: An at-will employee who has not completed the probationary period. Probationary employees may not avail themselves of the

utilization of Article 6, Employee Rights - Grievance Procedure, to grieve a discharge.

3.1.7 Seniority: Length of continuous service with the Employer.

3.1.8 Union Officer: Duly appointed or elected officer of AFSCME, Local 3064.

3.1.9 Permanent Part-Time Employee: Any part-time employee who is employed less than the full-time hours of thirty-five (35) hours per week, but not less than seventeen and one-half (17.5) hours per week, on a regular week to week, month to month basis.

3.1.10 Temporary and Seasonal Employees: Any employee who is employed less than seventeen and one-half (17.5) hours per week on a regular week to week, month to month basis, or on a seasonal basis.

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 function not specifically limited by this Agreement.

4.2 Any term and 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.

ARTICLE 5
UNION SECURITY

5.1 The Employer shall not enter into any agreements with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

5.2 No discrimination shall be exercised against any employee because of Union membership or non-membership, or because of race, color, sex, religious or political beliefs, or handicap.

5.2.1 The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union, from the wages of all employees authorizing, in writing, such deduction

on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment by the Employer, and the Employer shall remit such deductions to AFSCME Council 65 (3335 West St. Germain Street, Suite 107, St. Cloud, MN 56301) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of Union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

5.2.2 Any employee who is not a Union member may choose to pay a voluntary service fee by filling out the proper form with AFSCME Council 65. A copy of the form shall be delivered to the Employer. The Employer shall deduct the fee for the non-members who give their authorization in writing.

5.3 Representatives of the Union shall have access to the premises of the County at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.

5.4 The Union agrees to indemnify and hold harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of Subsections 5.2.1 and 5.2.2 of this Agreement.

5.5 The Union shall be permitted to use bulletin boards maintained by the County for posting of matters of interest to its members. However, no matters pertaining to grievances, political items, or any criticism of County policies and practices shall be allowed.

5.6 The Union may designate two (2) employees from the bargaining unit to act as Steward and shall inform the Employer in writing of such choice and changes in the position of Steward. The Steward shall have the right to process grievances and perform other duties and responsibilities as established by this Agreement.

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. A probationary employee is not entitled to utilize the grievance procedure to grieve a discharge.

6.2 Union Representatives: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this article. The Union shall notify the Employer in writing

of the names of such Union representatives and of their successors when so designated as provided by Subsection 5.6 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 to the job duties and responsibilities of the employee 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 procedure:

6.4.1 Step 1: An employee claiming a grievance shall, within ten (10) calendar days after such alleged violation has occurred, present such written grievance to the employee's Department Head. The Department Head and the grieving employee shall meet and discuss the grievance. Within seven (7) calendar days, the Department Head shall respond in writing to the employee. 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, and the remedy requested and shall be appealed to Step 2 within seven (7) calendar days after the Department Head's answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within seven (7) calendar days shall be considered waived.

6.4.2 Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Board within thirty (30) calendar days from the date the Step 2 appeal was received by the Board. The Chairman of the Board shall give the Employer's Step 2 answer in writing to the Union within seven (7) calendar days following the meeting of the Board and the Union.

6.4.3 Step 3: A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to mediation pursuant to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The mediator shall be a member of the Bureau of Mediation for the State of Minnesota.

6.4.4 Step 4: A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration pursuant to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with Minnesota Statutes §179A.21. If the appeal from Step 3 is not filed within fifteen (15) days of the mediator's decision, the grievance shall be waived and the matter resolved as provided in Article 6.6.

6.5 Arbitrator's Authority:

6.5.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

6.5.2 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way, the applicable laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union, and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented.

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

6.7 Choice of Remedy: If, as a result of the written employer response in Step 2, the grievance remains unresolved, and if the grievance involves a suspension, demotion or discharge of any employee who has completed the required probationary period, the grievance may be appealed to either Step 3 of Article 6 or a procedure such as Merit System, Veteran's Preference. If appealed to any procedure other than Step 3 of Article 6, a grievance is not subject to the mediation procedure provided in Step 3 of Article 6, or the arbitration procedure provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 3 of Article 6, or another appeal procedure, and shall sign a written statement to the effect that the choice of any other hearing procedure precludes the aggrieved employee from making a subsequent appeal to Step 3 or Step 4 of Article 6. Such election of procedure shall be filed within fifteen (15) days of the Employer's written response in Step 2, or the grievance shall be deemed waived.

ARTICLE 7
HOURS OF WORK

7.1 The normal work day shall be seven (7) hours for the office personnel and eight (8) hours for all other employees.

7.2 The normal work week shall be thirty-five (35) hours for office personnel and forty (40) hours for all other employees.

7.3 Each regular work day shall have two (2) fifteen (15) minute rest periods, one in the forenoon and one in the afternoon, at times set by the Employer.

7.4 During the normal work day, there shall be an unpaid lunch period of up to one-half (1/2) hour, as determined by the Employer.

7.5 For all employees, except office personnel, the normal work day shall be from 8:00 a.m. to 12:00 noon, and from 12:30 p.m. to 4:30 p.m., with a normal service time for heavy equipment of one-half (1/2) hour. In case of emergency, these hours may be changed by direction of the Department Head.

7.6 If the Department Head wishes to change the hours of the department employees to be four (4) ten (10) hour days per week, the Department Head shall give one (1) week's posted notice to all employees affected.

7.7 If a department employee is working a four (4) ten (10) hour day week, and the Department Head determines that the employee should not work due to inclement weather, the Employer shall, at least one-half (1/2) hour prior to the commencement of work, contact the employee at his residence. If, during this period, an employee comes to work and is later sent home due to inclement weather, the employee shall be paid for the number of hours worked, but not less than two (2) hours for the day.

7.8 Travel time outside of normal working hours is not considered time worked, and the employee shall not receive compensatory time off or overtime pay for this travel, unless approved by the Department Head. An exception to this policy is when the employee is called back to work after normal working hours or when the employee provides service, attends meetings, and the like, scheduled after normal working hours with the prior approval of the Department Head. Normal working hours include the hours that the employee is driving to or from a seminar and the time actually spent in the seminar if the seminar is approved by the Department Head and the employee is requested to attend the seminar by the Department Head.

7.9 When workload conditions require a reduction in work force, full-time employees shall receive first priority to complete a full work week. Seasonal, part-time, and permanent part-time employees shall be released or dismissed from work before any full-time employee is dismissed or released during a time of force reduction. Any such reduction in work force

shall be implemented to best utilize available work force resources, as determined in the discretion of the Department Head.

ARTICLE 8
OVERTIME AND PREMIUM PAY

8.1 All hours worked by office personnel in excess of seven (7) per day up to eight (8) per day and in excess of thirty-five (35) per week up to forty (40) hours per week shall be paid for at the employee's regular straight time hourly rate of pay.

8.2 All hours worked by an employee over their regularly scheduled eight (8) or ten (10) hour weekday shift shall be paid for at one and one-half (1-1/2) times his/her regular straight time rate of pay. Overtime shall be distributed as equally as practicable.

8.3 No overtime work shall be performed without the approval of the Department Head, except in the case of emergency. In the event any employee performs overtime work because of an emergency and it is not possible to obtain authorization beforehand, the amount of overtime and reason for it shall be reported immediately to the Department Head who shall determine if the work was justified.

8.4 All work performed on Saturday shall be paid for at one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

8.5 All work authorized to be performed on Sunday shall be paid for at two (2) times the employee's regular straight-time rate of pay.

8.6 Employees called back to work after completion of their scheduled day's shift shall be guaranteed a minimum of two (2) hours at one and one-half (1-1/2) times the employee's regular straight-time rate of pay.

8.7 Overtime pay required under this article, by mutual agreement, may be paid in equivalent compensatory overtime, provided that in December of each year, any compensatory overtime still unused shall be paid off in cash.

A thirty-five (35) hour per week employee may carry over up to a total of thirty-five (35) hours of compensatory time at the end of each year. A forty (40) hour per week employee may carry over up to a total of forty (40) hours of compensatory time at the end of the year. The compensatory time earned at the highest rate of pay will be paid out before time earned at a lower rate of pay.

8.8 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

8.9 Employees working in a higher classification shall be paid the higher rate of pay for the higher-paying classification at the corresponding step level of the employee's classification.

ARTICLE 9
HOLIDAYS

9.1 Regular office personnel shall receive seven (7) hours pay, and all other regular employees shall receive eight (8) hours pay at the regular straight-time hourly rate for each of the following holidays they are not required to work:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
One (1) PTO Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
½ Day Christmas Eve (starting at 12:00 PM when it falls on a Monday through Friday)

9.2 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.

9.3 Employees eligible for the holiday pay provided by this article who work on any such holiday shall receive the holiday pay plus pay at their regular straight time hourly rate for all such hours worked up to eight (8) hours, provided that all hours worked in excess of eight (8) shall be paid for at two (2) times the straight-time rate.

9.4 In order to qualify for the holiday pay under this article, an otherwise qualified employee must work his last scheduled work day immediately preceding the holiday, his first scheduled work day immediately following, unless the absence is for a reason satisfactory to his supervisor.

9.5 A paid holiday which occurs during an employee's vacation shall add a day to his vacation period.

9.6 When a paid holiday occurs during an employee's sick leave, on a day that he normally would have received the paid holiday had he been at work, an additional day of sick leave shall be credited to him.

9.7 When a holiday occurs during a week of the 4/10 hour schedule as provided in paragraph 7, the holiday for such employees working 4/10's shall be ten (10) hours.

ARTICLE 10
VACATIONS

10.1 All regular employees shall earn vacation benefits as follows:

10.1.1 0 months through 4 years of service, earn 1 day (7 hours for 35 hour per week employees); (8 hours for 40 hour per week employees) per month.

10.1.2 5 years through 9 years of service, earn 1-1/4 days (8.75 hours for 35 hour per week employees); (10 hours for 40 hour per week employees) per month.

10.1.3 10 years through 14 years of service, earn 1-1/2 days (10.50 hours for 35 hour per week employees); (12 hours for 40 hour per week employees) per month.

10.1.4 15 years through 19 years of services, earn 1-3/4 days (12.25 hours for 35 hour per week employees); (14 hours for 40 hour per week employees) per month.

10.1.5 20 years or more services, earn 2 days (14 hours for 35 hour per week employees); (16 hours for 40 hour per week employees) per month.

10.1.6 Notwithstanding the above Schedule of Earned Vacation Benefits, the Department Head, in hiring new employees, in the Departments Head's sole discretion, may credit a new employee with up to ten (10) years of service for purposes of determining the new employee's vacation benefits pursuant to the above schedule. The Board of Commissioners may approve crediting new employees with more than ten (10) years of service as they in their sole discretion deem appropriate. The Union shall be notified before crediting a new employee with vacation benefits under this section.

10.2 An employee may accrue vacation credits to a maximum of thirty (30) working days (210 hours) for 35 hour per week employees and 240 hours for 40 hour per week employees provided that accrued vacation may be used only with approval of the Department Head.

10.3 New employees shall earn vacation benefits from the start of their employment, but shall not use vacation until the completion of their six (6) months probationary period.

10.4 No vacation shall be taken or paid for until earned.

10.5 Employees terminating their employment in good standing, either by resigning, death or otherwise, shall be paid for the number of days of unused vacation time accumulated to their credit. Payment shall be at their pay rate at the time of termination.

10.6 Employees shall make written request for vacation periods. The Department Head will establish working and vacation schedules with first consideration given to the efficient operation of the department and second to the wishes of. the employees as to vacation time. Senior employees shall be given preference when conflicts exist. No employee may use accrued vacation credits without first having approval of the Department Head.

10.7 No employee shall be permitted to waive vacations for the purpose of receiving double pay; however, where an employee who is not working because of illness or injury has exhausted his/her sick leave he may, at the discretion of the Department Head, be permitted to draw his/her earned vacation pay in lieu of vacation.

10.8 Part-time employees shall earn a pro-rated vacation benefit based on the number of hours worked during a calendar month.

10.9 Split vacations may be granted upon request, but at least one week (five days) must be used at one time. Vacation leave may be used in units of not less than one (1) hour if agreed upon by the employee and the Department Head.

10.10 An employee may donate his/her vacation leave to another employee upon the following conditions:

10.10.1 The vacation leave being transferred shall not be more than 24 hours of vacation leave to the same employee within a calendar year.

10.10.2 The employee receiving the vacation leave must have used up all of that employee's sick leave and vacation leave.

10.10.3 No solicitation of other employee's vacation leave may be made without the knowledge of the Department Head.

10.10.4 The transfer shall be made in writing and signed by the employee transferring the vacation leave.

10.10.5 No employee may receive from other employees more than 160 hours of vacation leave under this section in any one calendar year.

10.10.6 The provisions of this section shall not apply if employee has received leave under the family leave provision.

ARTICLE 11
SICK LEAVE

11.1 Sick leave with pay shall be earned by each regular employee at the rate of one (1) working day (7 hours for 35 hour per week employees and 8 hours for 40 hour per week employees) for each full month of service.

11.2 Unused sick leave to an employee's credit may be accumulated from year to year to a maximum of one hundred (100) days (700 hours for 35 hour per week employees and 800 hours for 40 hour per week employees). When the accumulated total of one hundred (100) days (or hours as detailed above) has been accrued, each day per month earned thereafter shall be credited to a deferred sick leave bank to be used only after the one hundred (100) day account has been depleted due to an illness or accident. If, after the deferred bank has been started, an employee has to use sick leave, such sick leave shall be deducted from the one hundred (100) day account and shall have to be replaced before credit can again go to the deferred bank. The Department Head may require a doctor's certificate on sick leave claims.

11.3 A sick leave day shall constitute seven hours for a 35 hour per week employee and eight hours for a 40 hour per week employee, unless as hereafter provided. If the employee is working during said period a work day of more than eight (8) hours, the employee shall receive sick leave for the same number of hours per day as his normal work day. Employees may be granted sick leave with pay when they are incapacitated for the performance of their duties by sickness or injury in accordance with the following:

11.3.1 Absences of more than three (3) working days shall be supported by a doctor's statement unless the employee was not attended by a physician. In lieu of a doctor's statement, a written statement from the employee explaining why the services of a physician were not obtained is necessary. Nature of the illness or injury shall be explained in writing for absence during said time.

11.3.2 If illness occurs while an employee is on vacation sick leave is authorized only where the employee has major illness or injury and is unable to continue his vacation activity.

11.3.3 Allergies, emotional disturbances, mental illness, and in-patient treatment in a qualified and recognized chemical dependency program which prevent the employee from working are valid reasons for sick leave.

11.3.4 The death of a person in the employee's family will be authorized for sick leave. Employee's family is defined as mother, father, sister, brother, daughter, son, grandparent or grandchild of the employee or his/her spouse. The employee's family shall also include the employee's aunt, uncle, niece, nephew, or ward of the employee.

11.3.5 An employee may be granted up to thirty-five (35) hours sick leave for office personnel and forty (40) hours sick leave for non-office personnel to attend funerals of the "employee's family" as defined in Subsection 11.34, the number of hours taken shall be deducted from sick leave. If the employee does not have a sufficient number of sick leave hours or if the employee so elects, the employee may deduct the hours from his vacation leave. Seven (7) hours for office personnel and eight (8) hours for non-office personnel sick leave may be granted to an employee requested to be a pall bearer in the local area. If traveling a distance is involved, additional time may be granted with the approval of the Department Head.

11.3.6 An employee may use personal sick leave benefits provided by the Employer for absences due to an illness of or injury to the employee's child, spouse, parents or parents-in-law, for such reasonable periods as the employee's attendance with the child, spouse, parents or parents-in-law may be necessary on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury, as provided by Minnesota Statutes §181.9413.

11.4 While an employee is using earned sick leave, vacation time or drawing Workmen's Compensation benefits, he shall be considered to be working for the purpose of accumulating additional sick leave or vacation time.

11.5 Sick leave shall start to accrue the first month of employment and be credited to the employee's sick leave account. Employees may use sick leave whenever the account carries a credit.

11.6 Misuse of sick leave benefits shall be just cause for the non-payment of sick leave benefits, disciplinary action and/or termination as provided by this Agreement.

11.7 Employees unable to report for their normal work day because of reasons established by this article shall notify the Department Head of their absence, reasons for absence, and the expected duration of the absence. Employees failing to give such notice may be subject to disciplinary action.

11.8 Part-time employees shall earn a pro-rated sick leave benefit based on the number of hours normally worked during a month.

11.9 An employee retiring and eligible for PERA either because of age or ill health shall be paid his accumulated sick leave, or two (2) months' salary (304 hours for 35 hour per week employees and 347 for 40 hour per week employees), whichever is the lesser amount. In the case of death while in service, these payments shall be made to his legal heir or heirs or the designated beneficiary.

11.10 Pregnancy and any associated medical complications, including recovery, will be treated as temporary disability, upon submission of written confirmation from her physician that for said period the employee cannot perform her job. For that period of temporary disability, which the physician certifies in writing the employee cannot perform her job,

the employee will be allowed and required to use up accrued sick leave first and then vacation time. After which time she may be placed on unpaid leave of absence for such period of time as may be authorized by the employee's doctor, but not to exceed six (6) months. The employee shall, at least thirty (30) days prior to the date on which such leave is to begin, request such leave from the Board by written application. The employee shall also notify the Board in writing at least fourteen (14) days prior to her intention of returning to work.

ARTICLE 12
INSURANCE

12.1 All employees under the jurisdiction of this Agreement shall be covered under a "Health and Welfare" program, which coverage shall be:

12.1.1 Health Insurance: Provided for employees as prescribed below.

12.1.2 Life Insurance: Term Life ($30,000.00 per employee; $5,000.00 each dependent).

12.2 If offered by the Employer Insurance carrier the Employer shall offer Employer-Sponsored Group Medicare Supplemental Insurance for employees and dependents at no cost to the Employer as follows:

12.2.1 Coverage and Effective Date: Effective 1-1-09, the Employer shall make available one or more group Medicare supplemental health insurance policies for hospital, medical and prescription drug coverage.

12.2.2 Eligibility: Medicare Supplemental Insurance is only available to former Employers retirees and dependents of retired former employees if the former retired employee or dependent of a former Employer retiree is (1) eligible for and enrolled in Medicare (including Parts A, B, and D, as may be required by the terms of the supplemental coverage selected by the individual) and is (2) entitled under Minnesota law to continue indefinitely in employer-sponsored group health insurance. For this purpose, a "dependent" has the same meaning as under the Employer's group health plan for active employees, and a former employee may receive dependent coverage only if the employee received dependent coverage immediately before leaving employment.

In addition, such former employees and dependents (hereafter, "Eligible Individual") must fall within one or more of the classifications described below.

12.2.2.1 Voluntary Coverage: The following Eligible Individuals may voluntarily elect coverage under a Medicare Supplement policy in lieu of other coverage available through the Employer.

Former employees who have not yet attained age 65, but who are entitled to Medicare because of disability;
Dependents of former employees who are entitled to Medicare because of disability;
Dependents of former employees who are eligible to enroll in Medicare because they have attained age 65;
Former employees who have attained age 65 or older.

12.2.2.2 Exclusive Coverage Available for Former Employees and Dependents age 65 or older: The Medicare Supplemental Insurance described herein is the sole and exclusive coverage option provided by the Employer for the following individuals:

Former employees who have attained age 65 or older;
Dependents of former employees when both the dependent and the former employee are age 65 or older;
Dependents of former and active employees who are entitled to Medicare because of disability.

12.2.2.3 End Stage Renal Disease (ESRD): Notwithstanding the forgoing, individuals with ESRD shall not be eligible for Medicare Supplemental Insurance during the first 30 months of the individual's ESRD-based Medicare eligibility or entitlement, unless the individual was entitled to Medicare due to age or disability on a primary basis at the time he or she becomes eligible for ESRD-based Medicare.

12.2.3 Contributions: Eligible Individuals shall pay 100% of the cost of coverage under the Employer's Medicare Supplemental Insurance. Premiums are subject to change on an annual basis. The Employer may discontinue coverage if an Eligible Individual fails to pay the premium when due. In no event shall the Employer be responsible for the payment of any premium, penalties or increases as a result of an employee's late enrollment in Medicare.

12.2.4 No Vested Rights: The benefits described herein will be provided during the term of this collective bargaining agreement. In no event shall this Agreement provide any individual with vested rights to benefits, rights or features under the Employer's group health plan or Medicare Supplemental Insurance, nor shall employees who retire during the term of this agreement be provided any such vested rights. Nothing in this Agreement requires the employer to maintain a group health plan or Medicare Supplemental Insurance beyond the term of hereof. If and to the extent that future agreements provide for group health coverage, these agreements may result in changes to the Employer's group health plan and Medicare Supplemental Insurance, including but not limited to changes in required contributions, covered procedures, available providers, deductibles, co-pays, or co-insurance. No modification of the terms of this Agreement shall be effective unless it is in writing and signed on behalf of the Employer and the Union. No oral representation

concerning the interpretation or effect of this Agreement shall be effective to amend the Agreement. Employer shall not be bound to provide any benefit deemed not to comply with state or federal law.

12.3. Cafeteria Benefits Plan. In addition to salary, the Employer offers a Cafeteria Benefits Plan to employees. Effective dates will be determined by plan provisions. The employee must complete a Cafeteria Benefits Enrollment Form at least 15 days prior to the effective date of eligibility for the Plan. Employees working 20 hours or more per week and on average more than 1,040 hours per year shall receive a pro rata portion of the monthly contribution by the Employer. Employees working less than 20 hours per week or less than 1,040 hours per year are not eligible for participation in the Cafeteria Benefits Plan. As of January 1, 2021, the Employer contribution for employee to the premium costs for such plan shall be in the sum of $1,250.00 per month. Effective January 1, 2022, the Employer contribution for employee to the premium costs for such plan shall be in the sum of $1,300.00 per month. Increased premium contribution is paid in December of each year for the following year of coverage.

12.4 If the employee wishes to match the life insurance coverage of 12.1.2, he/she may do so by payroll deduction. Life insurance must be bought in units of $5,000.00 or $10,000.00.

12.5 In the event that the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act or its successor statute and their 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
LEAVE OF ABSENCE

13.1 The Department Head may, at his/her discretion and with the concurrence of the Employer, approve the absence of an employee, without pay, not to exceed thirty (30) calendar days. Any unpaid absence of more than thirty (30) days, but not to exceed one year, shall be approved by the Employer in writing. Where appropriate in such cases, the Employer will grant official leave of absence in order to preserve the employee's status as a public employee and his/her benefits under P.E.R.A.

13.2 In the event it is necessary for an employee, for other than emergency reason, to be absent from work for personal or health reasons, a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.

13.3 Requested leave of absence will be granted only when such leave would not affect the services provided by the Employer. The approval of such requests is discretionary with the Employer, provided that an employee shall have the right to have a denial reviewed.

13.4 Employees who are absent from work without an approved leave of absence may be subject to discipline as provided by this Agreement.

ARTICLE 14
SENIORITY, PROBATIONARY PERIODS

14.1 All newly hired or rehired employees shall serve a six (6) month or 1,040 work hour probationary period, during which time they may be terminated at the sole discretion of the Employer.

14.2 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.

14.2.1 The principles of seniority shall apply in layoffs, recalls and transfers, provided, however, no regular employee shall be laid off while probationary employees are working, and provided, further, the senior employee is qualified to perform the work available.

14.2.2 Permanent job vacancies within the designated bargaining unit shall be posted by the Employer for a period of five (5) working days, prior to outside posting.

14.2.3 First consideration shall be given to present employees covered by this Agreement, provided no applicant will be selected unless he/she:

14.2.4 Has the necessary qualifications to meet the standards of the vacancy and is currently certified.

14.2.5 Has the ability to perform the duties and responsibilities of the job vacancy.

14.2.6 Applied within the five (5) day posting time.

14.2.7 An employee assigned to the posted job shall be on trial at his/her then current rate or the posted rate, whichever is lesser, for thirty days during which time he/she may be returned to his/her former position at his request or the discretion of the Employer with no loss of seniority.

14.3 If an open position is not filled within thirty (30) days of the date of vacancy, the Union shall be notified if the position is being abolished or will be filled.

14.4 Employee evaluations shall be conducted as provided in the County Personnel Policy of July 21, 2004.

ARTICLE 15
DISCIPLINE AND DISMISSAL

15.1 Regular employees shall be discharged only for just cause. "Just cause" shall be determined by the Employer. Employer shall follow the principles of progressive discipline, i.e. oral reprimand, written reprimand, suspension, demotion, or discharge when feasible, but reserves the right, depending on the severity of an employee's actions, to skip any and all steps of progressive discipline. The form of discipline will generally follow the pattern as listed above; however, the Employer shall have the right to suspend, demote, or discharge an employee that the Employer considers to be of major significance.

15.2 Employees may not grieve oral reprimands.

15.3 Employees wishing to resign in good standing shall provide two (2) weeks' notice provided that no employee shall be allowed to resign in good standing if any disciplinary action is pending, except with the Employer's consent.

ARTICLE 16
WAGES

16.1 All employees covered by this Agreement shall be paid in accordance with Salary Schedule and Steps attached hereto and made a part of this Agreement, except as provided in Article 19.

16.2 In addition to their regular straight-time earnings, employees shall receive longevity pay on the following basis:

Per Month	Per Year	After Years of Employment
$20.00	$240.00	Five (5)
$25.00	$300.00	Ten (10)
$35.00	$420.00	Fifteen (15)
$40.00	$480.00	Twenty (20)
$45.00	$540.00	Twenty-five (25)
$50.00	$600.00	Thirty (30)
$55.00	$660.00	Thirty-five (35)

16.3 The Employer shall pay up to $200.00 of the cost of prescription safety lenses only with line bifocals. Any features in addition to prescription safety lenses with line bifocals are the responsibility of the employee. The Employer's liability for the cost of prescription safety lenses shall be limited to one (1) pair every other year.

16.4 The Employer shall reimburse all employees for the cost of retaining licensure or certification during the contract term that may be required by the Employer (i.e.,

professional licensure for social services, safety certification or CDL for highway employees, the difference between a Class C and the costs of any required CDL). Nothing contained herein shall require the Employer to pay for any continuing education unless approved by the Board.

ARTICLE 17
WAIVER

17.1 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.

17.2 The parties mutually acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to made 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 in 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 18
SAVINGS CLAUSE

18.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Norman. In the event any provisions 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 19
PERMANENT AND PART-TIME EMPLOYEE AND SEASONAL AND TEMPORARY EMPLOYEE BENEFITS

19.1 Permanent part-time employees shall earn holiday pay, vacation pay, insurance coverage under Article 12, pro-rated on the number of hours worked in the "base average work week," to the number of thirty-five (35) hours per week for office personnel and forty (40) hours per week for non-office personnel. As used in this article, the "base average work week" means the average number of hours worked in a normal week during the

immediately preceding twelve (12) months or if the position has been filled for more than the previous three (3) months, then the base average work week is computed from the commencement of the employee's employment. If the position has been filled less than three (3) months, then the base average work week shall be negotiated between the Employer and the bargaining representative of the Unit.

19.2 A permanent part-time employee shall not receive holiday pay unless the holiday is the employee's regular workday.

19.3 Permanent part-time employees and temporary and seasonal employees shall not qualify for longevity pay under this Agreement.

19.4 Temporary and seasonal employees shall not be eligible for holiday, vacation benefits, or insurance coverage or sick leave benefits.

19.5 Permanent part-time employees shall earn a pro-rated sick leave benefit based on the number of hours worked in the base average work week to the number of forty (40) hours per week for non-office personnel and thirty-five (35) hours per week-for office personnel.

ARTICLE 20
DURATION

20.1 Except as otherwise specified, this Agreement shall be effective as of January 1, 2021, shall remain in effect until the 31st day of December, 2022, and shall continue in effect from year to year thereafter unless either party shall give written notice ninety (90) days prior to the termination date of its desire to amend or terminate this Agreement.

ARTICLE 21
STORM DAY POLICY

21.1 Closing of the County offices will be the sole responsibility of the Chairman of the Norman County Board of Commissioners.

21.2 Upon making the decision to close County offices, the County Board Chairman will notify the County Auditor by 7:00 a.m. The County Auditor will notify news media by 7:15 a.m. of the decision to close the County offices.

21.3 The County Auditor shall notify all Department Heads of Norman County of the decision to close the County offices for the day.

21.4 Department Heads will, upon being notified by the County Auditor of the closing of the County offices for the day, notify the employees of the department as soon as reasonably possible.

21.5 In the event inclement weather develops after commencement for the normal workday, the Department Heads shall, if they concur that the departments shall be closed, contact the Chairman of the Board of Norman County Commissioners to request the closing of the County offices. If the Chairman of the Board of County Commissioners cannot be contacted, the Vice Chairman of the Board of County Commissioners shall be contacted for permission to close the County offices. If neither the Chairman or Vice Chairman of the County Commissioners can be contacted, then the Department Heads by a majority vote may vote to close the County offices for the day.

21.6 Any day designated as a storm day by the Norman County Board of Commissioners will be considered a day off with pay for all employees. This will not affect an employee's vacation, sick leave or compensatory time.

21.7 County employees who are required to work on a day which has been declared to be a storm day will be granted an equal amount of time off on another day. When replacement time is taken, the employee and Department Head will mutually agree as to when the replacement time can be taken. Sheriff's Office personnel shall receive 1-1/2 times for hours worked when the Courthouse has been closed due to a declared storm day.

21.8 A Department Head has the authorization to allow his or her employees to leave work due to inclement weather. This is to allow employees an opportunity to make it home safety before darkness falls in inclement weather.

21.9 In the event an employee fails to report to work due to weather on a day that is not officially declared to be a storm day, or leaves early under Section 14.9, the employee shall deduct the amount of time missed from his or her compensatory time. Compensatory time, as used in this section, shall mean compensatory time earned before the absence or within thirty (30) days after the absence as agreed to by the Department Head. In the event that employee shall not have or earn compensatory time within the period herein specified then the hours shall be deducted from the employee's vacation time. If the employee has neither compensatory time nor vacation time, the employee shall not be paid for the time missed.

21.10 Department Heads are responsible for documenting employee absences.

ARTICLE 22
PAY PERIODS AND FREQUENCY OF PAYMENT

22.1 The Employer shall issue paychecks to the employees every two (2) weeks.

ARTICLE 23
JOINT PREPARATION OF AGREEMENT

23.1 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.

IN WITNESS WHEREOF, the parties hereto have set their signatures on this 2nd day of Feb, 2021.

NORMAN COUNTY:

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES LOCAL 3064:

1-22-21

1-25-21

Highway Department
Salary Agreement
For CY 2021 & 2022

Schedule A

Job Classification: CY 2021	Grade	Sal Incr 2.25%	1-6 Months Base	7-12 Months Step 0001	13-24 Months Step 0002	25-36 Months Step 0003	37+ months Step 0004
Accountant	ACCT		20.30	21.56	22.85	24.14	26.71
Assistant Maintenance Foreman	AMF		19.57	20.77	21.95	23.14	25.52
Accounting Technician	ATRB		17.49	18.62	19.74	20.87	23.11
Engineering Technician I	ET1		19.66	20.80	21.92	23.06	25.30
Engineering Technician II	ET2		20.11	21.27	22.41	23.57	25.89
Engineering Technician III	ET3		21.37	22.61	23.83	25.07	27.56
Heavy Equipment Operator	HEO		18.21	19.38	20.54	21.73	24.07
Maintenance Person I	MP1		16.64	17.71	18.76	19.82	21.95
Maintenance Person II	MP2		17.52	18.64	19.78	20.89	23.15
Maintenance Person III	MP3		17.79	18.94	20.07	21.21	23.50
Permanent Part Time Maintenance Person	PTMP		14.20	15.09	15.99	16.90	18.68
Shop Foreman (Mechanic)	SHFM		19.49	20.71	21.89	23.10	25.50
Sign Person	SP		19.02	20.17	21.32	22.47	24.79

Job Classification: CY 2022	Grade	Sal Incr 2.25%	1-6 Months Base	7-12 Months Step 0001	13-24 Months Step 0002	25-36 Months Step 0003	37+ months Step 0004
Accountant	ACCT		21.78	23.07	24.39	25.71	28.33
Assistant Maintenance Foreman	AMF		20.01	21.23	22.45	23.66	26.10
Accounting Technician	ATRB		17.89	19.04	20.19	21.34	23.63
Engineering Technician I	ET1		20.11	21.27	22.42	23.58	25.87
Engineering Technician II	ET2		20.57	21.75	22.92	24.10	26.47
Engineering Technician III	ET3		21.85	23.12	24.37	25.64	28.18
Heavy Equipment Operator	HEO		18.62	19.81	21.00	22.22	24.61
Maintenance Person I	MP1		17.01	18.11	19.19	20.26	22.45
Maintenance Person II	MP2		17.91	19.06	20.22	21.36	23.67
Maintenance Person III	MP3		18.19	19.36	20.52	21.68	24.03
Permanent Part Time Maintenance Person	PTMP		14.52	15.43	16.35	17.28	19.10
Shop Foreman (Mechanic)	SHFM		19.93	21.17	22.38	23.62	26.07
Sign Person	SP		20.47	21.65	22.82	24.00	26.37

Schedule A Note 1

A new employee with previous job-related experience and/or qualifications will be eligible to start at a higher negotiated rate with the County Board and Department Head approval. A new employee with previous experience may be allowed to start at a wage rate up to the 13 - 24 month level of full pay in the job class for which the the employee is hired with only Department Head approval required. After successfully completing the six (6) months probationary period, the employee may then advance to the next higher step.

Schedule A Note 2

-Motor grader operators shall be classified as Heavy Equipment Operators and shall perform all work requested of them by the Department Head, regardless of classification and shall be paid on an hourly basis. Any person working in a higher classification shall be paid the higher rate of pay for the higher-paying classification at the corresponding step level of the employee's classification. Heavy equipment, as used in this paragraph, shall include all backhoes, loaders, motor graders and caterpillar tractors.