BIG STONE COUNTY, MINNESOTA

and

AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES,
COUNCIL NO. 65, LOCAL UNION NO.3164, AFL-CIO

LABOR AGREEMENT

FAMILY SERVICES UNIT

For the Period:
January 1, 2022 through December 31, 2024

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LABOR AGREEMENT
BETWEEN
BIG STONE COUNTY
and
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL NO.65, LOCAL UNION NO. 3164, AFL–CIO

THIS AGREEMENT (hereinafter referred to as the ***Agreement)*** is entered into by and between the County of Big Stone, State of Minnesota (the ***Employer)*** and the American Federation of State, County and Municipal Employees, Council No. 65, Local Union No. 3164 (the ***Union).***

The intent and purpose of this Agreement is to a) establish hours, wages and other conditions of employment; b) establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; c) specify the full and complete understanding of the parties; d) place in written form, the parties agreement upon terms and conditions of employment for the duration of this Agreement; e) prevent interruption of work or interference with the efficient operation of the Employer; f) maintain and increase individual productivity and quality of services; and g) retain in the Employer all matters of inherent managerial policy, including the right to take actions necessary to implement the public policy goals entrusted to it by law in an efficient manner. The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both Parties recognize this Agreement as a pledge of this dedication.

ARTICLE 1
RECOGNITION AND UNION SECURITY

Section 1.01- Recognition

The Employer recognizes the Union as the exclusive representative of all Employees employed in the Big Stone County Family Services Department, who are public employees within the meaning of Minnesota Statutes §179A.03 but excluding those who are supervisory and confidential within the meaning thereof and all other Employees.

Section 1.02 - Payroll Deduction of Union Dues

In recognition of the Union as the exclusive representative, the Employer shall cooperate with the Union to facilitate the deduction each payroll period of an amount sufficient to cover the payment of dues established by the Union from the wages of all Employees who have authorized in writing such deductions.

The Employer shall remit such deductions to the appropriate designated officer of the Union. The Union shall 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 by the Employer under the provisions of this section. The Employer agrees that if there is at least 20% total Union participation, a PEOPLE deduction will be made from the wages of any Employee who is a member of the Union, as provided for in a written authorization provided by the Union. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly (at least monthly) to the Union together with an itemized statement showing the name of the Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section 1.03 - Union Representatives

The Union may designate certain Employees from the bargaining unit to act as *stewards* and shall inform the Employer in writing of their names and the names of their successors. The Employer shall recognize Union officers, stewards and staff representatives as the grievance representatives of the Union having the duties and responsibilities established by this Agreement. The processing of grievances as hereinafter provided is limited by the job duties and responsibilities of stewards and Employees and shall therefore be accomplished during normal working hours only when consistent with such duties and responsibilities. Aggrieved Employees and stewards 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 such Employees and stewards have notified and received the Employer's approval. Such approval shall be given when the request is reasonable and not detrimental to the work programs of the Employer. No other Union business shall be conducted during normal working hours, nor shall the Employer's facilities be used by the Union for such purposes without the Employer's express permission.

Section 1.04 - Bulletin Board

The Employer shall maintain a bulletin board at or near the working area(s) of bargaining unit employees on which shall be posted all notices required by this Agreement. The posting of notices on the bulletin board shall be deemed as proper notice to the Employees of the subject involved.

The Union may use the bulletin board for the purposes of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs. The Union agrees to limit the posting of such notices to its bulletin board space and to refrain from posting notices of a political or inflammatory nature.

Section 1.05 - Extra Contract Agreements Prohibited

The Employer shall not enter into any agreement with bargaining unit Employees, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE 2
EMPLOYER RIGHTS

Except as may be expressly stated herein, the Employer shall retain whatever rights and authority are necessary to operate and direct its affairs including, but not limited to, the right to a) operate and manage its own affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities, except as may be expressly provided in this Agreement, and to establish such work rules as do not conflict with the provisions of this Agreement; b) prescribe services and duties and issue orders, regulations, job assignments, directives and orders for the performance thereof provided such rules, regulations, directives and orders are not inconsistent with the provisions of this Agreement; c) maintain the efficiency of its operation, to determine the size of the working force, and to assign, transfer, and discipline and discharge employees for good cause; d) set the overall budget, determine which services shall be purchased, and to change or eliminate existing methods, equipment or facilities; e) take whatever action may be necessary to carry out its mission in emergencies; f) designate representatives to act in its behalf for the purposes of this Agreement; g) establish or modify terms and conditions of employment not specified in this Agreement; and h) perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE 3
EMPLOYEE DISCIPLINE

The Employer shall discipline employees only for just cause and shall observe the principles of progressive discipline whenever feasible. Disciplinary suspensions shall not be relied upon to form the basis for more serious disciplinary action after five (5) years following the imposition of the suspension and written reprimands shall not be relied upon after one (1) year following the date of the written reprimand provided further cause for discipline does not occur during such periods.

ARTICLE 4
GRIEVANCE AND ARBITRATION PROCEDURE

Section 4.01 - Grievance Procedure

A *grievance* is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. Grievances shall be resolved in accordance with the following procedure:

Step 1 - An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer's designated representative shall discuss and respond to the grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be reduced to writing setting forth the nature of the grievance, the facts on which it is based, the provision(s) of the Agreement allegedly violated, and the remedy requested. Step 1 grievances shall be appealed to Step 2 within ten (10) calendar days after the Employer's designated representative has responded at Step 1.

Step 2 - If appealed, the written grievance shall be presented by the Union and discussed with the Employer's designated Step 2 representative. The Employer's representative shall respond to the grievance at Step 2 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 after the Employer's designated representative has responded at Step 2.

Step 3 - If appealed, the written grievance shall be presented by the Union and discussed with the Employer's designated Step 3 representative. The Employer's representative shall respond to the grievance at Step 3 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 final and binding arbitration within ten (10) calendar days after the Employer's designated representative has responded at Step 3.

Section 4.02- Arbitration

In the event the Union has appealed an unresolved grievance to arbitration, the Parties may mutually agree upon an arbitrator to hear and decide the dispute. If the Parties are unable to agree, either of them may request the Commissioner of the Bureau of Mediation Services, State of Minnesota, to provide a list of seven (7) qualified arbitrators from the roster of arbitrators maintained by the Bureau for this purpose. The Employer and the Union will alternately strike names from the list until only one (1) name remains; that of the selected arbitrator. Unless the representatives of the Parties agree to the contrary, the Party who shall strike the first name from the list shall be determined by the flip of a coin. Failure to select an arbitrator within ninety (90) days of the Employer's answer in step 3, if applicable, shall be considered a "waiver" of the grievance, unless the delay in selection is caused by the Employer, or the delay is mutually agreed upon by the parties in writing. Arbitrators will be notified of their selection by either, or both, of the Parties. The Arbitrator will establish a date, time and place for a hearing, if necessary, subject to the availability of the Parties.

Section 4.03 - Arbitrator's Authority

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 submitted. 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 and 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 is later, unless the Parties agree to an extension. The Arbitrator's 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.

Section 4.04 - Arbitration Expenses

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, provided it pays for the record. If both Parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 4.05 - Time Limits

If a grievance is not presented within the time limits set forth above, it shall be considered *waived, i.e.,* 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.

ARTICLE 5
HOURS OF WORK

Section 5.01 - Normal Work Days and Work Weeks: Work Schedules

The authority to define work schedules shall rest solely with the Employer. Employees shall be scheduled to work a normal work day of seven and one-half (7 1/2) hours, 8:30 a.m. to 4:30 p.m. (except between Memorial Day and Labor Day when the scheduled hours shall be 8:00 a.m. to 4:00 p.m.) and a normal work week of thirty-seven and one-half (37 1/2) hours, Monday through Friday, during the fifty-two (52) weeks of the year unless overtime work within the meaning of Section 6.01 *(Overtime Work)* of this Agreement is required. **During the life of this contract parties agree to have the working hours 8:00 a.m. to 4:00 p.m. This shall sunset at the end of the contract if either party wishes to revert back to Winter and Summer hours.**

Section 5.02 - Flextime

Employees may observe flexible daily and/or weekly work scheduled [i.e., work schedules other than those described in Section 5.01 *(Normal Work Days and Work Weeks; Work Schedules)* of this Agreement] by mutual agreement with

the Director of their department. Conflicts in available flexible schedules between employees shall be resolved by seniority. Flexible schedules shall not be approved where services to the public would be adversely affected.

Section 5.03 - Meal and Rest Periods

All employees shall receive two (2) fifteen (15) minute rest periods with pay, one in the forenoon and one in the afternoon, each full work shift at times designated by the Employer. Meal periods shall be forty-five (45) minutes in duration (thirty (30) minutes without pay and fifteen (15) minutes with pay) and shall be taken at times determined by the Employer.

ARTICLE 6
OVERTIME WORK AND PAY

Section 6.01 - Overtime Work

Work in excess of the normal work day or work week *(overtime)* may be necessary in emergencies and/or for other business necessities. Employees may be required to work a reasonable amount of overtime on a scheduled and/or unscheduled basis. All overtime work must be authorized and approved by the Employer in advance except where the Employer has pre-authorized overtime in emergency situations.

Section 6.02 - Overtime Pay

All work performed in excess of seven and one-half (7 1/2) hours within a twenty-four (24) hour period or thirty-seven and one-half (37 1/2) hours in any work week shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular base rate of pay, unless compensatory time has been requested and approved. **Employees working a flex schedule at their request shall not be entitled to overtime pay or compensatory time off over 7.5 hours within a day, and shall not be entitled to overtime or compensatory time until having worked over 40 hours in a week.** Overtime and premium rates of pay shall not be pyramided, compounded or paid twice for the same hours, but holidays and approved paid leaves shall be considered as hours worked for the purposes of calculating overtime pay.

Section 6.03 - Equalization of Overtime Work

Overtime work shall be divided as equally as possible and practical among employees in the same job classification. Overtime work offered but declined by employees will be considered to be unpaid overtime hours worked for this purpose. A current list showing overtime hours worked will be maintained by the Employer and posted for review by employees on a monthly basis.

Section 6.04--Compensatory Time

Subd. 1. Approval: At the time approval to work the overtime is granted, unless only overtime is offered, the Employee will be entitled to request compensatory time in lieu of paid overtime. The decision to offer compensatory time in lieu of overtime is the decision of the Employer. If compensatory time is not requested by the Employee, or not offered by the Employer, the Employee shall be paid overtime.

Subd. 2. Compensatory Time Limits: Big Stone County allows for a maximum accrual of (non-exempt) compensatory time of up to 40 hours at any time during the calendar year. Once 40 hours of compensation time has been accrued, the Employee shall be paid overtime for all additional overtime worked, until accrued compensation time balance is less than 40 hours.

An Employee must have the supervisor's prior approval to use accumulated compensatory time. When the Employee requests to take compensatory hours off and where the interests of Big Stone County requires the Employee's attendance, Big Stone County interests overrides the Employee's interests.

If the Employee is terminated, any unused compensatory time will be paid to the Employee at the regular rate of pay at the time of the termination.

ARTICLE 7
JOB CLASSIFICATIONS AND RATES OF PAY

Section 7.01 - Job Classifications: Salary Schedules

The job classifications covered by this Agreement and the minimum, maximum and intervening rates of pay applicable to each are shown in Appendix "B" which is attached hereto and made a part of this Agreement. Ordinarily, newly hired Employees shall be paid at the beginning of the pay grade range which is applicable to their job classification. The Employer reserves the right, however, to grant credit for applicable education, training and/or experience provided no newly hired employee's beginning rate of pay exceeds the pay rate of any existing Employee in the same job classification. Higher rates of pay may be adopted in unusual circumstances when agreed to by the Employer and the Union.

Section 7.02 - Pay Progressions

Employees will be evaluated each year at about the same time as their anniversary dates of employment with the Employer or as may be defined in Section 7.03 *(Pay Upon Promotion)* of this Agreement, whichever is applicable. Performance evaluations will be completed by each Employee's immediate supervisor using a performance evaluation system and procedure adopted by the Employer. The immediate supervisor's observations and judgments regarding job performance are not subject to review under this Agreement's grievance/arbitration procedure. Any adverse action taken by the Employer in reliance on the evaluation, however, shall be subject to such review upon the proper

filing of a grievance. Employees will advance from one pay progression step to the next higher step in the pay progression on the first day of the payroll period during which their anniversary date of employment with the Employer occurs provided the Employee's performance was deemed to be satisfactory during the performance evaluation period.

Section 7.03 - Pay Upon Promotion

When Employees are promoted to a higher paid job classification, they shall be advanced to the pay progression step in the salary range for their new job classification which is next available to provide a minimum four percent (4%) salary increase. Thereafter, their anniversary dates of employment for pay progression purposes shall be the date of their promotion.

Section 7.04 - Premium Rates of Pay

Without duplication or pyramiding, the following premium rates of pay shall be paid for the reasons indicated:

Subd. 1. Sunday Work All work performed on a Sunday shall be paid at the rate of two (2) times the employee's regular base rate of pay.

Subd. 2. Holiday Work All work performed on a day recognized by this Agreement as a *holiday,* shall be paid at the rate of one and one-half (1 1/2) times the Employee's regular base rate of pay in addition to the holiday pay to which the Employee is entitled.

Section 7.05 Pay Guarantees

The following pay guarantees shall be observed under the circumstances indicated:

Subd. 1. Call-Back Minimum When Employees are called back to work after having completed a regular work shift, they shall be paid a minimum of one (1) hour's pay at the rate of one and one-half (1 1/2) times their regular base rate of pay. The provisions of this subdivision shall apply whenever emergency telephone calls from clients are made to an Employee's home during off-duty hours where further action by the Employee is required.

Subd. 2. Inclement Weather In the event Employees are prevented from working their regularly established schedules because of snow or ice conditions, employees may be authorized to leave early or be excused from work by their Supervisor or Department Head. In such circumstances the employee may choose from the following options: A.) Use accrued vacation or comp time, B.) Use sick leave for a maximum of 3 days per "season", which begins October 1st and ends March 31st, C.) Make up time within the work week with Supervisor approval, D.) With Supervisor approval establishing a hardship in making up the time, take the time off without pay, E.) Work remotely with Supervisor approval. Regular, full time Employees shall be paid for work time lost on the first day of any inclement weather or other emergency where the *Employer's* offices are officially closed. Regular

part-time Employees shall be paid for hours worked only. Notices of closing will be given over KDIO radio.

Section 7.06 - Allowances and Expense Reimbursements

Subd. 1. Automobile Insurance Allowance Where Employees are regularly and routinely required to use their personally owned vehicle in the performance of their duties, they shall carry an automobile insurance policy with liability limits of $100,000 / $300,000 for bodily injury or death and $100,000 for property damage. Such Employees shall be required to periodically verify that such coverage is in effect and confirm the premiums paid therefore.

Subd. 2. Mileage Employees required to use their own personal vehicle shall receive the current IRS rate. Employees who choose to use their own personal vehicle shall be compensated at 75% of the current IRS rate.

ARTICLE 8
SENIORITY

Section 8.01- Probationary Periods

Subd. 1. Initial Probationary Period All newly hired or rehired Employees shall serve a probationary period of 1950 hours actually worked, exclusive of overtime. Employees shall accrue the same sick leave and vacation benefits earned by regular Employees. Probationary Employees may use sick leave benefits as they are accrued. Earned vacation benefits may not be used during the first three (3) months of employment or re-employment. At any time during the initial probationary period, a newly hired or rehired Employee may be terminated at the sole discretion of the Employer. Such decisions are not subject to review under the grievance or arbitration provisions of this Agreement.

Subd. 2. Promotional Probationary Period All employees shall serve a probationary period of 975 hours actually worked, exclusive of overtime in any job classification in which the employee has not previously served a probationary period. At any time during the promotional probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer. Such decisions are not subject to review under the grievance or arbitration provision of the Agreement.

Section 8.02 - Definition of Seniority

Subd. 1. Service Seniority: The length of continuous service by an Employee in any and all bargaining unit positions covered by this agreement with the employer.

Full-Time Employee: Determined by their initial date of hire unless the Employee has lost seniority in accordance with the provisions of ARTICLE 8.03.

Part-Time Employee: For the purposes of this Article, a part-time Employee's seniority standing shall be based upon the Employee's total hours of service. If a part-time Employee goes to full-time employment, or full-time to part-time, the Employee's total hours of service will be divided by 1,950 to establish an effective Service Seniority date.

Subd. 2. Job Classification Seniority: The length of service within specific job classifications. See Job Classification/Job Rate table.

Full-time Employees: Upon completion of their initial probationary period or their promotional trial period in a new position, the Job Classification Seniority date of an Employee shall relate back to the date an Employee was hired into or changed their job classification unless the Employee has lost seniority in accordance with the provisions of ARTICLE 8.03.

Part-time Employees: Upon completion of their initial probationary period or their promotional trial period in a new position, the Job Classification Seniority date of any part-time Employee who is included in the bargaining unit shall be determined by dividing the Employee's total hours of service within a job classification by 1,950 to establish an effective Job Classification Seniority date.

Section 8.03 - Loss of Seniority

An Employee shall lose seniority when a) they resign; b) they are discharged and the discharge is not reversed through the grievance procedure; and/or c) they are absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions may be made at the sole discretion of the Employer. After such an absence, the Employer shall send written notification to the Employee at the last known address that they have lost their seniority and that their employment has been terminated.

Section 8.04 - Lay-Off, Recall and Seniority Lists

Subd.1. If it becomes necessary to reduce the number of Employees in a classification, temporary Employees, seasonal Employees, and newly hired probationary Employees within the classification, if any, will be laid off before any member of the bargaining unit.

Subd. 1a. Employees shall be laid off by classification in inverse order (the most junior Employee(s) within the classification affected) of their classification seniority, provided that the Employees that remain are qualified to perform the work to be done. At least fifteen (15) working days' notice of layoff shall be given to all affected Employees.

Subd. 1b. In the event of lay-off, an Employee who is to be laid off may utilize service seniority to bump an Employee with less service seniority in an equal

or lower classification, provided that the Employer determines the Employee who is exercising bumping rights has the minimum training and experience required of the position, per the job description, and is qualified to perform the essential functions of the position with or without reasonable accommodation into which he/she is bumping. An Employee will have up to three weeks total to complete Merit System testing (from when the test(s) is/are first made available) required to become eligible for any lower classification. If the required exams are not available through the State within the timeline set forth by this contract, the Employer will make the requested test(s) available to the Employee exercising bumping rights within the required timeline. An Employee who is eligible to bump shall be compensated, upon request, for round trip mileage to the nearest available testing site from the Family Services Office or use a county vehicle for such trip. Employees taking Merit System exams will be permitted to do so during paid work hours. A disagreement over whether an Employee is qualified or not is subject to the grievance procedure of this contract. An Employee that bumps into a lower classification shall be paid at a rate based on the grade and step chart and one-half (1/2) of their years of experience in their current classification. Employees may request, in writing, to be placed at a higher step, based upon their relevant experience. The Family Services Director shall make a decision regarding steps, but Employees may ask for a review from the Personnel Committee. The recommendation of the Personnel Committee would go to Family Services Director who shall have the final decision.

Subd. 1c. Recall. Employees who are laid off pursuant to this article shall be recalled to work in the classification from which they were laid off on the basis of seniority with the most senior recalled first and the least senior recalled last, provided they have been laid off for less than twelve (12) months. Employees having exercised bumping privileges shall have the option of being reinstated in the position from which they were laid off to the extent such positions have been reestablished or are vacated during the twelve-month period. Recalled Employees shall be notified by certified letter at the Employee's last known address in the payroll system. Laid off Employees shall be recalled before temporary or regular Employees are hired or promoted into the laid off Employee's job classification. Refusal of temporary employment (i.e., employment opportunities with base hours less than the previously held position or employment expected to last less than four (4) weeks, etc) by laid off Employees shall have no effect on recall or seniority rights under this Agreement. Any refusal to accept regular employment opportunities after ten (10) calendar days' notice shall terminate an Employee's recall rights.

Subd. 1d. Seniority Lists. Seniority lists, effective through the final payday of the prior year, shall be brought up to date within ten (10) days of January 1st of each calendar year and posted on Employees' bulletin boards. Copies of seniority lists shall be sent to the President of the Union.

ARTICLE 9
FILLING VACANT POSITIONS

Section 9.01 - Posting and Bidding

Any vacancy or newly created position will be posted on Employee bulletin boards for at least seven calendar (7) days prior to filling the position or publicly advertising the position. The posting shall describe the duties and responsibilities of the position and specify the pay grade applicable thereto. During the posting period, interested Employees may apply.

Section 9.02 - Selection

Whenever feasible, openings shall be filled by present Employees, giving first consideration to qualifications for the job. Where qualifications are equal, the position shall be filled with the most senior qualified applicant. If a senior Employee is not selected, written reason(s) for the selection decision shall be given to the Employee not selected. Such shall be a proper matter for review under the grievance/arbitration procedure of this Agreement. Honorably discharged veterans, widows and wives of permanently disabled veterans shall be entitled to preference in appointment, employment and promotion over other applicants, in accordance with *Minnesota Statutes §197.45* and acts amendatory thereto.

Section 9.03 - Trial Period

Employees who are promoted to a higher paid job classification shall be granted a thirty (30) day trial period to determine their desire to remain on the job. During such trial period, such Employees shall have the opportunity to revert back to their former position. Such trial periods shall run concurrently with the promotional probationary period provided elsewhere in this Agreement.

Section 9.04 - Requests for Changes in Duty Location

Employees may request a change in their primary duty location whenever a permanent vacancy exists in their job classification at another location. If more than one qualified Employee desires to be transferred to the vacant position, the most senior qualified Employee shall be transferred. For purposes of this section, the term *permanent* shall mean a vacancy expected to exist for more than thirty (30) calendar days.

ARTICLE 10
SICK LEAVE

Section 10.01 - Sick Leave Benefits

Regular full-time Employees with less than twenty (20) years of service shall earn sick leave at the rate of one (1) normal work day per month. After twenty (20) years of service, one and one-half (1 1/2) days per month shall be earned. Unused sick leave may be accumulated to a maximum of one hundred (100) days. Regular part-time Employees shall earn sick leave benefits on a pro-rated

basis.

Section 10.02 - Use of Sick Leave

Regular full-time employees and regular part-time employees may use accrued sick leave for temporary absences for any of the following reasons:

a. Illness or injury to the employee, causing absence from work.
b. Need by employee for acute medical or dental care, which cannot be obtained after working hours.
c. The illness or injury to the employee's child, adult child, spouse, sibling, parent, grandparent, grandchild, mother-in-law and father-in-law, or stepparent, subject to the limitations of Minnesota Statutes, section 181.943 (as amended).
d. Pregnancy related disability.
e. An employee may use sick leave for themselves or for their relatives listed in c for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in 181.943 (as amended).
f. Sick leave under subdivisions c and e unlimited for family members eligible under FMLA and limited to 200 hours in a 12-month period for other listed family members.
g. Documentation may be required verifying the employee's illness, the need for the employee to care for the family member or the use of leave for other authorized purposes permitted by statute.

Section 10.03 - Workers' Compensation

If an employee sustains a job-related injury or illness with Big Stone County and is eligible for Workers' Compensation benefits, upon request of the Employee, the Employer agrees to allow the employee to use available accrued leave in an amount equal to the difference between the amount received from Workers' Compensation and the Employee's regular wages, not to exceed the wage rate of the employee. The difference will be charged to the Employee's accrued sick leave.

Once sick leave is exhausted, the Employee may use accrued vacation time for the difference. Time for which Workers' Compensation benefits are received is not considered "work time." Therefore, any time on Workers' Compensation does not count toward completion of the probationary period or eligibility for holiday pay or vacation or sick leave accrual. Only actual time worked or the time charged to vacation or sick leave is used to determine eligibility for such benefits.

When a workers' compensation claim is approved and an Employee has used sick leave and/or vacation leave, while awaiting the determination, the Employee must provide the Employer a copy of the Workers' Compensation check within 30 days of receiving it. The Employee must reimburse the County for any compensation received that exceeds their normal salary for the waiting period. The County shall credit the Employee's available sick leave and/or vacation leave balance, whichever had been used, for the number of hours equal to the amount of the Workers Compensation check divided by the Employee's hourly rate. Adjustments shall be made to the leave accruals balances accordingly. If the Workers' Compensation claim is initially denied, no adjustments will be made, unless the claim is subsequently approved within 90 days of injury. The parties acknowledge the application of Minnesota Statute 176.102 and nothing in this agreement shall impair the rights of the Employee to claim entitlement to benefits under Workers' Compensation.

Section 10.04 - Sick Leave Wellness Plans

Subd. 1. Annual Conversion Plan

Employees hired prior to January 1, 2022:

Employees who are at the maximum accumulation shall continue to earn sick leave benefits at the accrual rates specified in Section 10.01 (Sick Leave Benefits) of this Agreement. At the end of each calendar year, however, all unused sick leave benefits over the maximum permissible accumulation shall be paid at the rate of fifty percent (50%) for each unused day and the Employee shall begin the next following calendar year with a one hundred (100) day balance.

Subd. 2. Sick Leave Severance Pay Plan

In the event of death of an employee while employed by the Employer, the employee's beneficiaries shall be paid sick leave in accordance with the schedule shown below. Where resignation or retirement of an employee occurs, employees shall be paid sick leave severance pay in accordance with the following schedule:

Years of Service	Rate	Maximum Payment
Less Than 10	0%	
At Least 10	25%	100 Normal Working Days
At Least 15	50%	100 Normal Working Days
At Least 20	75%	100 Normal Working Days
At Least 25	100%	100 Normal Working Days

To be eligible for sick leave severance pay, resigning and retiring Employees must provide at least two (2) weeks' advance notice to the Employer of the date upon which their resignation or retirement is effective. No sick leave severance pay shall be paid to Employees whose employment is terminated for just cause.

For employees hired after January 1, 2022

For employees hired after January 1, 2022, at the end of each calendar year all unused sick leave benefits over the maximum permissible accumulation shall be paid at the rate of twenty-five percent (25%) for each unused day and the Employee shall begin the next following calendar year with a five hundred (500) hour balance.

In the event of death of an employee while employed by the Employer, the employee's beneficiaries shall be paid sick leave in accordance with the schedule shown below. Where resignation or retirement of an employee occurs, employees shall be paid sick leave severance pay in accordance with the following schedule:

Years of Service	Rate	Maximum Payment
Less Than 10	0%	
At Least 10	25%	500 hours
At Least 15	50%	500 hours
At Least 20	75%	500 hours
At Least 25	100%	500 hours

To be eligible for sick leave severance pay, resigning and retiring Employees must provide at least two (2) weeks' advance notice to the Employer of the date upon which their resignation or retirement is effective. No sick leave severance pay shall be paid to Employees whose employment is terminated for just cause.

Section 10.05 - Catastrophic Leave Bank

Employees may participate in the County's Catastrophic Leave Bank. Employees may donate up to 37.5 hours of sick leave to the bank with the first payroll in December.

ARTICLE 11
HOLIDAYS

Section 11.01 - Holidays Defined

The following days shall be recognized paid holidays for all regular full-time Employees:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Friday before Easter
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving Day
1/2 day before Christmas Day*
Christmas Day

When any regular holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be declared a holiday for Employees whose normal schedule is Monday through Friday. When paid holidays fall during an Employee's vacation period, the holiday shall not be charged as vacation leave.

* This equates to the last four (4) hours of the normal workday immediately prior to Christmas Day or the holiday observed as Christmas Day. If Christmas falls on Saturday, Employees will receive four (4) hours on Thursday in addition to Friday. If Christmas falls on Sunday or Monday, Employees receive four (4) hours on Friday in addition to Monday.

Section 11.02 - Holiday Pay

In order to receive pay for a holiday, Employees must work their regularly scheduled workday immediately before and immediately after the holiday unless on approved leave. Holiday pay shall be one normal work days' pay in value. Regular part-time Employees shall earn holiday pay on a pro-rated basis in accordance with the county policy.

ARTICLE 12
VACATION LEAVE

Section 12.01- Vacation Accrual

Regular full-time Employees shall earn vacation leave in accordance with the following schedule

Continuous Service	Vacation Accrual	
1st thru 2nd yrs	1 Normal Work Day/ month	12 days/year
3rd thru 5th yrs	1 ¼ Normal Work Days/month	15 days/year
6th thru 7th yrs	1 ½ Normal Work Days/month	18 days/year
8th thru 9th yrs	1 ¾ Normal Work Days/month	21 days/year
10th year and over	2 Normal Work Days/ month	24 days/year

Regular part-time Employees shall earn vacation benefits on a pro-rated basis.

Section 12.02 - Vacation Pay

Vacation benefits may be accumulated to a maximum of thirty-five (35) normal work days beyond which no additional vacation benefits shall be earned. Upon termination of employment for any reason, including death, Employees (or their legal heirs in the case of death) shall be paid for all accrued but unused vacation leave.

Subd. 1. Normal Vacation Pay:

Employees shall be paid their regular hourly base rate of pay for each hour of vacation benefits properly taken.

Subd. 2. Accelerated Vacation Pay

Employees, at their option, may request to be paid for five (5) normal working days of accumulated vacation in conjunction with taking a minimum of five (5) consecutive days of vacation provided that the Employee retains a vacation balance of at least five (5) days. The cash out of the vacation shall be paid with the last payroll prior to the start of the vacation. If an Employee is unable to use the five consecutive days of requested vacation leave, the Employee's pay will be reduced by the equivalent of five (5) work days on the next payroll period. If holidays fall within the time period, additional vacation days must be taken to account for five (5) consecutive work days.

Section 12.03 - Scheduling

All vacations shall be scheduled in advance and approved by the Employer before they are taken. The Employer shall respond to vacation requests within a reasonable time. Normally, vacation requests of one (1) week or longer shall be scheduled at least two (2) weeks in advance. The Employer reserves the right to determine the maximum number of Employees to be scheduled on vacation at any one time. Where conflicts occur in vacation scheduling, preference shall be given to Employees with the greatest seniority in each work area or classification.

ARTICLE 13
LEAVES OF ABSENCE

Section 13.01 - Bereavement and Funeral Leaves

Subd. 1. Bereavement Leave

Employees may be granted up to a five (5) working day bereavement leave when a death occurs in their immediate family. Such days shall be with pay and shall not be deducted from sick leave or vacation. For purposes of this section, the term immediate family shall mean the parents, children, spouse, brother, sister, grandparents and grandchildren of the Employee and/or the Employee's spouse, or other persons who, by special circumstance, have played an immediate family role in the Employee's life.

Subd. 2. Funeral Leave

Employees may be granted a one (1) working day funeral leave to attend the funeral of another Employee in the department or a relative not included in the definition of *immediate family* above and where they have been asked to serve as pallbearer, driver or member of an honor guard. Such funeral leave shall be deducted from sick leave or vacation at the Employee's option.

Section 13.02 - Jury Duty Leave

Employees shall be granted a paid leave of absence for service on a jury. Such Employees shall retain any allowances or per diem amounts paid to them by the

court.

Section 13.03 - Military Leave

Employees who are members of a reserve military force of the United States or the State of Minnesota and who are ordered by appropriate authorities to attend a training program or perform other duties under the supervision of the appropriate authority, shall be granted paid leave time to a maximum of fifteen (15) working days per year.

Regular Employees who are called into active military service while in the employment of the Employer shall be granted an unpaid leave of absence for the period of such military service.

Section 13.04 - Family and Medical Leaves

Subd. 1. General:

Employees meeting the eligibility requirements of the Family and Medical Leave Act of 1993 (FMLA) and/or the Minnesota Pregnancy and Parenting Leave Act and the regulations promulgated thereunder, are entitled to unpaid leaves of absence. Specific information regarding the eligibility for leaves under these statutes is available through Human Resources and the poster from the United States Department of Labor.

i. For purposes associated with the birth or adoption of a child or the placement of a child with the Employee for foster care;

ii. For the employee's own serious health conditions; and/or;

iii. For the employee to care for their parent, spouse or dependent child who has a serious health condition;

iv. For the employee to respond to a qualifying exigency arising out of a family member's call do duty;

v. To care for a family member who suffers a serious illness or injury while on active duty (total of 26 weeks combined FMLA leave).

Subd. 2. Eligibility

Employees are eligible for family and medical leaves if they have accumulated at least twelve (12) months' employment service preceding the request for the leave and have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the leave.

Subd. 3. Duration

Eligible Employees may take family and medical leaves of up to twelve

(12) weeks in any twelve (12) months. The twelve (12) month period is calculated measuring backward from the date an employee first uses FMLA leave. Employees must use all accumulated sick leave and vacation as part of the FMLA leave and the use of this accumulated time shall run concurrently and not consecutively to the FMLA leave. The use of paid leave benefits, if any, must occur first; with the exception that the Employee can retain ten (10) days of vacation before going on unpaid leave. The combination of parenting leave, maternity leave and/or leave pursuant to the Family Medical Leave Act (FMLA) cannot exceed twelve (12) weeks in a twelve (12) month period.

I. If medically necessary due to the serious medical condition of the Employee, or that of the Employee's spouse, child or parent who has a serious medical condition, leave may be taken on an intermittent schedule. In cases of the birth, adoption or foster placement of a child, family and medical leave may be taken intermittently only when expressly approved by the Employer or when permitted by law.

II. Eligible spouses who both work for the Employer shall be granted a combined twelve (12) weeks of leave in any twelve (12) months when such leaves are for the purposes referenced in Subd. 1, clauses (i) and/or (iii), above.

Subd. 4. Notice Required

Employees must give thirty (30) calendar days' notice of the need for the leave if the need is foreseeable. If the need for the leave is not foreseeable, notice must be given as soon as it is practicable to do so. Employees must confirm their verbal notices for family and medical leaves in writing. Notification requirements may be waived by the Employer for good cause shown.

Subd. 5. Medical Certification

The Employer may require certification from an attending health care provider on a form it provides. The Employer may also request second medical opinions provided it pays the full cost required.

Subd. 6. Pay and Benefits

Leaves of absence granted under the FMLA shall be without pay unless the Employee has accumulated paid leave benefits available for all or any portion of the leave's duration.

Health plan benefits for the Employee and the Employee's covered dependents, if any, shall be continued on the same basis as coverage would have been provided had the Employee been actively employed during any unpaid portion of the maximum twelve (12) week FMLA leave entitlement.

Subd. 7. Reinstatement

Upon the expiration of family and medical leaves, Employees will be returned to an equivalent position within their former job classification. Additional leaves of absence without pay described elsewhere in this Agreement may be granted by the Employer within its sole discretion.

Section 13.05 - Unpaid Leave

Unpaid leaves of absence for reasonable periods not to exceed one (1) year may be granted to Employees without loss of seniority at the discretion of the employer for good cause. Withdrawal of PERA accumulated deductions shall terminate leaves of absence and shall constitute permanent employment severance.

ARTICLE 14
HEALTH AND WELFARE

Section 14.01 – Cafeteria Plan and Component Benefits

The Employer shall sponsor a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code of 1986. The cafeteria plan shall permit the payment of benefits elected by the eligible Employees from a menu of benefits ("component benefits") consisting of individual health and dental premium coverage, disability coverage, group term life coverage, dependent care reimbursement and medical care reimbursement. Payment shall be made through the allocation of the Employer contribution and pre-tax and after-tax payment by the eligible Employees. Each component benefit shall have its own eligibility requirements as described below in its own section.

Subd. 1. Eligibility

Employees shall be eligible to participate in the cafeteria plan as follows:

(a) Regular full-time Employees. Scheduled to work thirty-seven and one-half (37.5) hours per week fifty-two (52) weeks per year.

(b) Regular part-time Employees. Scheduled to work less than thirty-seven and one-half (37.5) hours per week fifty-two 52 weeks per year but more than thirty-five percent (35%) time in a twelve (12) month period.

Subd. 2. Employer Contribution

The monthly Employer contribution for regular full time Employees shall be as follows:
January 1, 2022 – December 31, 2022: $1145
January 1, 2023 – December 31, 2023: $1180
January 1, 2024 – December 31, 2024: $1215

In addition, the employer shall contribute the full cost of the life insurance premium under Section 14.04 Subd. 1.

The contribution shall be used for core benefits first (as described in subdivision 4 below). Thereafter, the contribution may be used for other component benefits. To the extent any contribution remains after allocation to core benefits and other component benefits, it shall be paid to the Employee in cash, which is taxable income. There shall be no Employer contribution for part-time Employees working less than 35% time.

Effective 1/1/18, the monthly employer contribution for regular part-time employees shall be prorated based on the percentage of full-time hours scheduled.

Subd. 3. Core Benefits

Core benefits are the component benefits under the cafeteria plan that an eligible Employee must take and for which the Employer contribution must be used to pay the cost.

Section 14.02 – Health and Dental Insurance Premium Reimbursement

Pre-tax payment of premiums for individual coverage obtained and purchased by an eligible Employee is a component benefit of the cafeteria plan, provided the terms of the individual policy do not conflict with the terms and conditions of the cafeteria plan. The eligibility requirements are the same as the cafeteria plan eligibility requirements.

Section 14.03 – Disability Coverage

Group short-term and long-term disability insurance coverages are component benefits of the cafeteria plan.

Subd. 1. Core Coverage

Regular full-time Employees shall receive group short-term disability insurance coverage up to a maximum monthly benefit of one hundred dollars ($100.00) and group long-term disability insurance coverage up to a maximum monthly benefit of three hundred dollars ($300.00).

Subd. 2. Optional Coverage

An eligible Employee may purchase additional short-term and/or long-term coverage on an after-tax basis.

Section 14.04 – Group Term Life Coverage

Group term life insurance coverage is a component benefit of the cafeteria plan.

Subd. 1. Core Coverage

Regular full-time Employees shall receive group term life insurance in an amount not less than twenty thousand dollars ($20,000) per eligible Employee.

Subd. 2. Optional Coverage

An eligible Employee may purchase additional coverage on themselves or on their spouse on an after-tax basis.

Subd. 3. Optional Dependent Coverage

An eligible Employee may choose two-thousand dollar ($2,000) additional life insurance to cover their spouse and dependent children regardless of the number of dependents they have. The Employer will make an additional contribution of one-half of the cost of this premium should the Employee elect coverage. This contribution will be in addition to the overall Employer contribution listed in Section 14.01, Subd. 2.

Section 14.05 – Dependent Care Reimbursement

Dependent care reimbursement is a component benefit of the cafeteria plan. The plan permits the reimbursement of eligible dependent care expenses on a pre-tax basis in accordance with Section 129 of the Internal Revenue Code of 1986 as reflected in the cafeteria plan document. The eligibility requirements are the same as the cafeteria plan eligibility requirements.

Section 14.06 – Medical Care Reimbursement

Medical care reimbursement is a component benefit of the cafeteria plan. The plan permits the reimbursement of eligible medical care expenses on a pre-tax basis in accordance with Section 105(h) of the Internal Revenue Code of 1986 as reflected in the cafeteria plan document. The eligibility requirements are the same as the cafeteria plan eligibility requirements.

Section 14.07 – Insurance Benefits Upon Retirement

Subd. 1. Employees Hired Before January 1, 1991

Eligible retirees for this section include regular full-time Employees who were both (1) hired prior to January 1, 1991, and (2) who retire or retired after at least ten (10) years of service and after having reached at least age fifty-five (55) years.

All eligible retirees shall purchase Medicare Parts A & B (at their own expense) at age sixty-five (65) or at their earliest eligibility. Eligible retirees who apply for a Medicare supplemental policy shall be reimbursed up to the amount of the County's approved Medicare supplemental policy. The County shall pay any monthly Medicare penalty for the currently retired Employee who purchased Medicare Parts A and B and enrolled in the Medicare Supplement. For the eligible retirees who enroll in Medicare Part D, the County shall reimburse the retiree for the cost of the premium, up to a maximum of $50 per month.

For eligible retirees who are not yet Medicare eligible, Big Stone County shall reimburse the retiree for the cost of their current individual health insurance

monthly premium, not to exceed the current monthly cafeteria contribution for full-time employees until they become Medicare eligible.

The Employer shall reimburse eligible retirees up to an additional fifty dollars ($50) per month. This additional amount shall end when the eligible retiree becomes Medicare eligible.

Subd. 2. Employees Hired Between January 1, 1991 and December 31, 2011

Eligible retirees for this section include regular full-time Employees who were both (1) hired between January 1, 1991 and December 31, 2011; and (2) who retire after at least ten (10) years of service and after having reached at least age fifty-five (55) years.

Eligible retirees shall receive one (1) year of Employer retiree insurance reimbursement for each five (5) years of service with the Employer to a maximum of three (3) years of reimbursements.

For eligible retirees who are not yet Medicare eligible, Big Stone County shall reimburse the retiree for the cost of their current individual health insurance monthly premium, not to exceed the current monthly cafeteria contribution for full time employees until they become Medicare eligible.

Eligible retirees shall purchase Medicare Parts A & B (at their own expense) at age sixty-five (65) or at their earliest eligibility. Eligible retirees who apply for a Medicare supplemental policy shall be reimbursed up to the amount of the County's approved Medicare supplemental policy. For the eligible retirees who enroll in Medicare Part D, the County shall reimburse the retiree for the cost of the premium, up to a maximum of $50 per month.

Subd. 3. Employees hired on or after January 1, 2012

Employees hired after January 1, 2012, shall not be eligible for Employer retiree insurance reimbursement.

Section 14.08 – Retirement Plans

PERA and OASI payments will be deducted each month from each Employee's paycheck and the Employer will contribute the amounts established by Minnesota Statutes to each of these retirement plans. Employees who qualify by law for an early retirement without penalty may do so and shall receive all of the severance benefits described in this Agreement. The Employer shall furnish assistance to Employees who desire aid in setting up their retirement plan.

Section 14.09 – Workers Compensation

The Employer shall carry Workers Compensation insurance on all Employees as prescribed by law.

Section 14.10 – Liability Coverage

The Employer's obligation to defend and indemnify bargaining unit Employees for damages, including punitive damages, claimed or levied against them are governed by the provisions of Minnesota Statutes 466.07, Subd. 1.

Section 14.11 – Ongoing Insurance

The Union and the Employer agree to continue to pursue insurance options including, but not limited to, group health coverage and dependent health insurance. The Employer will maintain an Insurance Committee with representatives from Family Services, Highway, County Commissioners, and Revenue. The Employer agrees to conduct an Employee survey at least once every three years, regarding interest in group health coverage. If at least 50% of all County Employees respond affirmatively to pursuing bids for group health insurance, then the Employer agrees to solicit bids for group health insurance. Surveys that are not completed and/or returned will be counted as a negative response. However, this agreement to solicit bids does not (1) obligate the Employer to accept any such bids, (2) require that all County Employees be grouped together, or (3) obligate the Employer to any level of funding, including but not limited to the dollar value of any Employer contribution to the cafeteria plan.

With respect to health coverage subject to Health Care Reform, the County Reserves the right to provide coverage "in addition to" the coverage described herein, for one or more individuals covered by this agreement, in order to manage the potential penalties to which the County may be subject. Such coverage in addition to the coverage described herein will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically, will not be subject to any applicable aggregate reduction in value limitations.

ARTICLE 15
SAFETY

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters, and to encourage Employees to work in a safe manner. Safety clothing and equipment shall be provided to Employees without cost to them where the Employer requires its use.

ARTICLE 16
LABOR-MANAGEMENT COMMITTEE

The Parties shall establish a *Labor-Management Committee* which shall consist of no more than three (3) representatives selected and appointed by each Party.

The Committee shall take up such matters as its members mutually agree to discuss except those associated with the economic terms and conditions of employment or grievances of bargaining unit Employees.

The Committee's efforts shall be focused on ways to improve the quality of services provided by the Employer to the public as well as the efficiency with which such services are provided. The Committee may also serve to improve the working relationship between the Parties and to facilitate communications between them through means the Committee finds appropriate. Each party shall notify the other in a reasonable amount of time of a scheduled committee meeting of the topic(s) it desires to be discussed at the meeting.

ARTICLE 17
COLLECTIVE BARGAINING

Section 17.01 - Separability and Savings

This Agreement is subject to federal, state and local laws and regulations. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision(s) shall be voided and the Parties shall meet and negotiate over a replacement provision. All other provisions of the Agreement shall continue in full force and effect.

Section 17.02 – Negotiating Committee

Employees elected or appointed to the negotiating committee of the Union shall suffer no loss of time or salary if negotiations are conducted during working hours. Neither shall such Employees be paid overtime if negotiations are conducted on other than working hours. The Union agrees to limit its committee to two (2) Employees in addition to its Staff Representative.

ARTICLE 18
TERM OF AGREEMENT

Section 18.01-Term of Agreement and Renewal

The provisions of this Agreement shall become effective on January 1, 2022, and shall remain in full force and effect through December 31, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than sixty (60) days prior to expiration that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date.

Section 18.02 – Post-Expiration Life of Agreement

This Agreement shall remain in full force and effect during the full period of negotiations for a successor Agreement. NOW, THEREFORE, the parties have caused this Agreement to be executed by their duly authorized representatives whose signatures appear below:

FOR THE EMPLOYER:

FOR THE UNION:

12/21/2021

Chair, County Board Date

12/21/21

Staff Representative Date

12·21·21

Negotiator Date

12-21-21

Negotiator Date

ATTEST:

12/21/21

Coordinator Date

12/21/2021

Chair, County Board Date

Staff Representative Date

Kelly Sylva 12·21·21

Negotiator Date

12-21-21

Negotiator Date

ATTEST:

Pamela Reed 12/21/21

Coordinator Date

APPENDIX "A"
EDUCATION AND TRAINING

VOLUNTARY PROFESSIONAL DEVELOPMENT

With advance approval from the Director of the Family Services Department, employees may select and participate in conferences, training sessions, workshops (including classes, courses or programs at accredited colleges, universities and/or schools) in which they have a professional interest provided such offerings are directly related to their job duties and responsibilities for the Employer. The following provisions shall be observed:

1. **Limitations.** Employees may devote up to ten (10) working days (seventy-five (75) hours) to education and training activities during each calendar year. Such limitations shall not be affected by approved attendance at any regional or state conference of the Minnesota Social Service Association or where the Employer requires employees to attend any conference, training session and/or workshop.

2. **Tuition Reimbursement.** Where employees have satisfactorily completed the requirements of an approved conference, training session, workshop, class, course or program, the Employer shall reimburse eighty percent (80%) of the enrollment fee or tuition cost paid. Employees shall be required to submit proper documentation for each reimbursement and shall not be eligible for tuition reimbursements in excess of two hundred fifty dollars ($250.00) in any calendar year unless otherwise agreed to.

EDUCATIONAL LEAVES OF ABSENCE

Educational leaves of absence without pay may be granted to employees for reasonable periods not to exceed one (1) year for purposes of education directly related to the work of the Employer. To be eligible for such leaves, employees must provide at least six (6) months' advance notice of the beginning and ending dates of the requested leave and the request must be approved by the Employer's Board of Commissioners.

REQUIRED EDUCATION AND TRAINING

Where the Employer requires Employees to attend any conference, training session, workshop, class, course or program as a condition of employment or where the Family Services Department Director has determined in advance that such is necessary for continued licensure or certification required by the Employer, the following provisions shall be observed:

1. **Expenses.** All expenses incurred in connection with Employee education and training activities shall be reimbursed by the Employer. Such expenses shall include mileage, lodging, meals, and registration fees.

Employees shall be required to submit proper documentation and receipts for reimbursed expenses.

Each Employee's annual dues for membership in the Minnesota Social Services Association shall be paid by the Employer.

2. **Activities Outside the State of Minnesota.** Requests to participate in education and training activities outside the State of Minnesota may be approved, in whole or in part, only by the Employer's Board of Commissioners. Such requests shall be submitted to the Family Services Department Director at least sixty (60) calendar days prior to the date of the involved conference, training session and/or workshop or as soon as the opportunity is known. The Director shall refer such requests to the Board of Commissioners at their next regular meeting. Exceptions: Out of state cities within a close proximity to Big Stone County where trainings/conferences might be based, i.e. Sioux Falls, South Dakota, Fargo, North Dakota as examples.

Appendix B
Memorandum of Understanding
Role of Insurance Advisory Committee

WHEREAS, the makeup of the Insurance Advisory Committee has consisted of American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO Council #65, Highway Unit and Family Services Unit; non-bargained employees; and the County (each referred to separately as a "party");

WHEREAS, there is a continued desire by the parties to have a committee type process in place with respect to health care benefits;

WHEREAS, there is a recognized need for a greater degree and distribution of information being addressed by the Insurance Advisory Committee; and

WHEREAS, in order for the Insurance Advisory Committee to continue to exist and serve in a meaningful and constructive manner, the role of the Insurance Advisory Committee needs to change.

BE IT RESOLVED, that the parties agree to change the role of the Insurance Advisory Committee, as described below for the term of the contract ending December 31, 2021.

BE IT FURTHER RESOLVED, the Insurance Advisory Committee shall operate in accordance with the following rules:

Meetings shall be held on a regular basis. Notice of such meetings shall be posted including the meeting time and place together with a proposed agenda. Minutes of the meetings shall be posted on the County's website and available in hard copy upon request.

There are four (4) parties consisting of AFSCME Highway Unit, AFSCME Family Services Unit, non-bargained employees and the County. Collectively, they shall be called "the parties".

For purposes of this Insurance Advisory Committee only, each party shall have one vote. Each party shall identify the person, either by name or title, entitled to vote (and at least one alternate).

Prior to a vote, management will provide the union representatives on the Insurance Advisory Committee a minimum of 30 days review, unless other timelines are agreed to by the parties.

The Insurance Advisory Committee may conduct business, including but not limited to taking action on recommendations to the County Board, at an "official" meeting. To be "official", at least seventy-five percent (75%) of the parties entitled to vote must be physically (i.e. not by phone, not by proxy, etc.) present at the meeting.

Action taken at an official meeting shall be forwarded to the County Board as a recommendation from the Insurance Advisory Committee where (1) at an official meeting, (2) a majority of the parties entitled to vote who are in attendance at the meeting vote in

favor, and (3) those parties voting in favor collectively represent at least 50% of the County's bargained employees.

Recommendations receiving a majority vote of the parties present, who represent the majority of the bargained employees, at an official meeting shall be forwarded to the County Board as a recommendation from the Insurance Advisory Committee. The County Board can approve and implement a recommendation from the Insurance Advisory Committee. However, if the recommendation is materially changed by the County Board, it may be sent back to the Insurance Advisory Committee for approval. Any County Board action taken not approved by the Insurance Advisory Committee in accordance with this MOU will not be considered covered by the MOU and therefore subject to any legal or contractual rights afforded to the parties.

The Insurance Advisory Committee may adopt reasonable rules of operations for conducting the meetings provided they do not inhibit or interfere with the rules stated above.

Each party hereto cedes to the Insurance Advisory Committee the authority to agree to benefit plan changes on behalf of the bargaining unit to which the party relates. If a recommended change is approved by the Insurance Advisory Committee and forwarded to the County Board as provided herein, and the County Board adopts such recommended change (the "approved change"), the approved change may be made without further consent or approval of the bargaining unit and/or its rank-and-file members. Furthermore, each party, and therefore the bargaining unit to which the party relates, shall be considered to have agreed to an approved change for purposes of Minnesota Statutes Section 471.6161, subd. 5, regardless of whether such party voted for or against recommending the approved change to the County Board. By participating on the Insurance Advisory Committee, each party, and therefore the bargaining unit to which the party relates, waives any right it may have to challenge an approved change based upon the fact that it does or may result in a reduction of the aggregate value of benefits for purposes of Minnesota Statutes Section 471.6161, subd. 5.

This MOU reflects the full and complete agreement of the parties on this issue. There are no other oral or implied agreements. Any changes, modifications, or amendments to this MOU must be in writing and executed by all parties to this original MOU. As noted above, the MOU, by its own terms, expires on December 31, 2021. However, nothing precludes entering into a subsequent agreement.

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 21st day of December, 2021.

2022 Member List

			Hire Date	Job Date	Grade
Deb	Steuart	Office Support Spec	9/7/2010	9/7/2010	5
Nicole	Larson	Accounting Technician	3/18/2019	6/24/2019	6
Emily	Sigler	Case Aide	10/26/2020	10/26/2020	6
Tami	Lundberg	Financial Worker	10/23/2003	3/15/2004	7
Kelly	Sayler	Financial Worker	10/28/2016	10/28/2016	7
Violet	Baerwaldt	Financial Worker	10/28/2021	10/28/2021	7
Chelsea	Hauschild	Financial Worker	10/28/2021	10/28/2021	7
Heather	LaMee	Child Support Officer	6/9/2016	7/13/2020	8
Donna	Valek	Fiscal Officer	2/3/2003	6/24/2019	10
Rose	Schlieman	PT Social Worker	1/10/2011	1/10/2011	10
Christine	Andrews	Social Worker	9/21/2015	9/21/2015	10
Beth	Bohlen	Social Worker	9/28/1999	7/3/2000	10
Stephanie	Sigler	Social Worker	9/30/2015	9/30/2015	10
Bobbie	Oakes	Social Worker	2/4/2008	6/22/2015	10
Chelsy	Stattelman	Social Worker	2/18/2016	2/18/2016	10
Amanda	Arndt	Social Worker	2/24/2020	2/24/2020	10
Alicia	Radermacher	Social Worker	3/12/2018	3/12/2018	10
Mackenzie	Spaulding	Social Worker	11/1/2021	11/1/2021	10
Jennifer	Warnock	Social Worker	11/15/2021	11/15/2021	10

2022 = 2021 + 2.5%

	1	2	3	4	5	6	7	8	9	10	11	12
1	$12.26	$12.57	$12.88	$13.20	$13.54	$13.88	$14.22	$14.58	$14.94	$15.31	$15.69	$16.09
2	$13.30	$13.63	$13.98	$14.33	$14.69	$15.06	$15.43	$15.82	$16.22	$16.62	$17.04	$17.46
3	$14.43	$14.80	$15.17	$15.55	$15.94	$16.33	$16.74	$17.16	$17.59	$18.03	$18.48	$18.94
4	$15.66	$16.05	$16.45	$16.87	$17.29	$17.72	$18.16	$18.61	$19.09	$19.56	$20.05	$20.55
5	$16.99	$17.41	$17.86	$18.30	$18.76	$19.23	$19.71	$20.20	$20.71	$21.23	$21.75	$22.29
6	$18.44	$18.90	$19.37	$19.85	$20.36	$20.86	$21.38	$21.91	$22.47	$23.03	$23.61	$24.19
7	$20.01	$20.51	$21.02	$21.55	$22.08	$22.63	$23.20	$23.78	$24.37	$24.98	$25.60	$26.25
8	$21.71	$22.25	$22.81	$23.37	$23.96	$24.56	$25.17	$25.80	$26.45	$27.11	$27.79	$28.48
9	$23.55	$24.14	$24.74	$25.36	$25.99	$26.65	$27.32	$27.99	$28.69	$29.41	$30.15	$30.90
10	$25.55	$26.19	$26.84	$27.52	$28.21	$28.92	$29.63	$30.37	$31.13	$31.91	$32.71	$33.53
11	$27.59	$28.29	$29.00	$29.71	$30.46	$31.22	$32.00	$32.80	$33.62	$34.46	$35.33	$36.21
12	$29.81	$30.55	$31.31	$32.09	$32.90	$33.72	$34.56	$35.42	$36.32	$37.22	$38.15	$39.10
13	$32.19	$32.99	$33.81	$34.67	$35.53	$36.42	$37.33	$38.26	$39.22	$40.20	$41.21	$42.24
14	$34.77	$35.63	$36.52	$37.43	$38.38	$39.33	$40.31	$41.33	$42.35	$43.42	$44.51	$45.61
15	$37.55	$38.49	$39.44	$40.44	$41.44	$42.48	$43.54	$44.63	$45.75	$46.89	$48.06	$49.26
16	$40.55	$41.56	$42.60	$43.67	$44.76	$45.88	$47.03	$48.20	$49.41	$50.65	$51.91	$53.21
17	$43.80	$44.88	$46.01	$47.16	$48.34	$49.55	$50.79	$52.06	$53.36	$54.69	$56.06	$57.46

2023 = 2022 + 2.75%

	1	2	3	4	5	6	7	8	9	10	11	12
1	$12.60	$12.92	$13.23	$13.56	$13.91	$14.26	$14.61	$14.98	$15.35	$15.73	$16.12	$16.53
2	$13.67	$14.00	$14.36	$14.72	$15.09	$15.47	$15.85	$16.26	$16.67	$17.08	$17.51	$17.94
3	$14.83	$15.21	$15.59	$15.98	$16.38	$16.78	$17.20	$17.63	$18.07	$18.53	$18.99	$19.46
4	$16.09	$16.49	$16.90	$17.33	$17.77	$18.21	$18.66	$19.12	$19.61	$20.10	$20.60	$21.12
5	$17.46	$17.89	$18.35	$18.80	$19.28	$19.76	$20.25	$20.76	$21.28	$21.81	$22.35	$22.90
6	$18.95	$19.42	$19.90	$20.40	$20.92	$21.43	$21.97	$22.51	$23.09	$23.66	$24.26	$24.86
7	$20.56	$21.07	$21.60	$22.14	$22.69	$23.25	$23.84	$24.43	$25.04	$25.67	$26.30	$26.97
8	$22.31	$22.86	$23.44	$24.01	$24.62	$25.24	$25.86	$26.51	$27.18	$27.86	$28.55	$29.26
9	$24.20	$24.80	$25.42	$26.06	$26.70	$27.38	$28.07	$28.76	$29.48	$30.22	$30.98	$31.75
10	$26.25	$26.91	$27.58	$28.28	$28.99	$29.72	$30.44	$31.21	$31.99	$32.79	$33.61	$34.45
11	$28.35	$29.07	$29.80	$30.53	$31.30	$32.08	$32.88	$33.70	$34.54	$35.41	$36.30	$37.21
12	$30.63	$31.39	$32.17	$32.97	$33.80	$34.65	$35.51	$36.39	$37.32	$38.24	$39.20	$40.18
13	$33.08	$33.90	$34.74	$35.62	$36.51	$37.42	$38.36	$39.31	$40.30	$41.31	$42.34	$43.40
14	$35.73	$36.61	$37.52	$38.46	$39.44	$40.41	$41.42	$42.47	$43.51	$44.61	$45.73	$46.86
15	$38.58	$39.55	$40.52	$41.55	$42.58	$43.65	$44.74	$45.86	$47.01	$48.18	$49.38	$50.61
16	$41.67	$42.70	$43.77	$44.87	$45.99	$47.14	$48.32	$49.53	$50.77	$52.04	$53.34	$54.67
17	$45.00	$46.11	$47.28	$48.46	$49.67	$50.91	$52.19	$53.49	$54.83	$56.19	$57.60	$59.04

2024 = 2023 + 2.75%

	1	2	3	4	5	6	7	8	9	10	11	12
1	$12.95	$13.28	$13.59	$13.93	$14.29	$14.65	$15.01	$15.39	$15.77	$16.16	$16.56	$16.98
2	$14.05	$14.39	$14.75	$15.12	$15.50	$15.90	$16.29	$16.71	$17.13	$17.55	$17.99	$18.43
3	$15.24	$15.63	$16.02	$16.42	$16.83	$17.24	$17.67	$18.11	$18.57	$19.04	$19.51	$20.00
4	$16.53	$16.94	$17.36	$17.81	$18.26	$18.71	$19.17	$19.65	$20.15	$20.65	$21.17	$21.70
5	$17.94	$18.38	$18.85	$19.32	$19.81	$20.30	$20.81	$21.33	$21.87	$22.41	$22.96	$23.53
6	$19.47	$19.95	$20.45	$20.96	$21.50	$22.02	$22.57	$23.13	$23.72	$24.31	$24.93	$25.54
7	$21.13	$21.65	$22.19	$22.75	$23.31	$23.89	$24.50	$25.10	$25.73	$26.38	$27.02	$27.71
8	$22.92	$23.49	$24.08	$24.67	$25.30	$25.93	$26.57	$27.24	$27.93	$28.63	$29.34	$30.06
9	$24.87	$25.48	$26.12	$26.78	$27.43	$28.13	$28.84	$29.55	$30.29	$31.05	$31.83	$32.62
10	$26.97	$27.65	$28.34	$29.06	$29.79	$30.54	$31.28	$32.07	$32.87	$33.69	$34.53	$35.40
11	$29.13	$29.87	$30.62	$31.37	$32.16	$32.96	$33.78	$34.63	$35.49	$36.38	$37.30	$38.23
12	$31.47	$32.25	$33.05	$33.88	$34.73	$35.60	$36.49	$37.39	$38.35	$39.29	$40.28	$41.28
13	$33.99	$34.83	$35.70	$36.60	$37.51	$38.45	$39.41	$40.39	$41.41	$42.45	$43.50	$44.59
14	$36.71	$37.62	$38.55	$39.52	$40.52	$41.52	$42.56	$43.64	$44.71	$45.84	$46.99	$48.15
15	$39.64	$40.64	$41.63	$42.69	$43.75	$44.85	$45.97	$47.12	$48.30	$49.50	$50.74	$52.00
16	$42.82	$43.87	$44.97	$46.10	$47.25	$48.44	$49.65	$50.89	$52.17	$53.47	$54.81	$56.17
17	$46.24	$47.38	$48.58	$49.79	$51.04	$52.31	$53.63	$54.96	$56.34	$57.74	$59.18	$60.66