

**PUBLIC WORKS**

**LABOR AGREEMENT**

**between**

**TODD COUNTY BOARD OF  
COMMISSIONERS**

**AND**

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

**LOCAL UNION #3525**

**January 1, 2021 - December 31, 2021**

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## **AGREEMENT**

This Agreement is to be effective January 1, 2021, between Todd County Board of Commissioners, hereinafter the Employer, and Local #3525, Minnesota Council #65, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter the Union, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended.

### **ARTICLE I PURPOSE**

The Union and the Employer agree that the purpose for entering into the Agreement is to:

- A. Establish the foundation for a harmonious and effective labor-management relationship;
- B. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
- C. Place in written form the agreement upon the rates of pay, the hours of work, and such other terms and conditions of employment for the duration of this Agreement.

### **ARTICLE II RECOGNITION**

#### **Section 1. Recognition**

In accordance with the P.E.L.R.A., the Employer recognizes Local #3525, Minnesota Council #65, of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for:

“All employees of the Todd County Public Works Department, Long Prairie, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.”

#### **Section 2.**

In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new class, the issue shall be submitted to the Bureau of Mediation Services for determination.

#### **Section 3.**

No discrimination shall be exercised against any employee because of Union membership, or non-membership, nor because of race, national origin, creed, sex, color, disability, age, sexual orientation, religious belief or political belief.

**Section 4.**

The Employer agrees not to enter into a contract individually or collectively with employees in the bargaining unit which is in conflict with the terms of this Agreement.

**ARTICLE III  
DEFINITIONS**

**Section 1. Terms and Conditions of Employment**

The term “terms and conditions of employment” means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the Employer’s personnel policies affecting the working conditions of the employees. The terms in both cases are subject to the provisions of M.S. Chapter 179A regarding the rights of public employers and the scope of negotiations.

**Section 2. Regular Full Time Employee**

An Employee who has successfully completed the six month probationary period and who regularly works forty (40) hours per week.

**Section 3. Regular Part Time Employee**

An Employee who has successfully completed the six month probationary period working less than full time and who works more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, and, more than sixty-seven (67) work days per year.

**Section 4. Pro-Rated**

An Employee who has successfully completed the six month probationary period working less than full time and who regularly works fourteen (14) hours or more per week would have benefits (e.g. vacation, holiday, sick leave and funeral leave) pro-rated by a percentage of actual hours worked in a pay period divided by eighty (the number of hours worked by a full time employee in a normal pay period).

**Section 5. Other Terms**

Terms not defined in this Agreement shall have those meanings as defined by P.E.L.R.A.

**ARTICLE IV  
EMPLOYEE RIGHTS**

**Section 1. Dues Check Off**

**Subd. 1.** In recognition of the Union as the exclusive representative:

1.1 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 with the Employer, and

1.2 The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) 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; and

1.3 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.

**Section 2.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

### **Section 3. Bulletin Board Space**

The Employer shall make space available on the employee bulletin board for posting of Union notices except that political or inflammatory material may not be posted. Further, the Union shall be allowed to enclose notices with the employee's payroll checks so that all members can be kept properly informed.

### **Section 4. Access to Premises**

Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned. Such access shall not extend to private offices.

### **Section 5. Stewards**

Stewards shall be permitted reasonable time to perform and discharge duties which are properly assigned to them under the terms of this Agreement. The steward shall be permitted reasonable time to process and investigate grievances on County property without loss of time or pay during regular working hours. It is agreed that under normal conditions the time involved shall not exceed one (1) hour per day.

### **Section 6.**

All matters dealing with the terms and conditions of employment and not covered by this Agreement shall be settled through negotiations between the Board and the Union.

## **ARTICLE V EMPLOYER RIGHTS**

### **Section 1. Inherent Managerial Rights**

The exclusive representative recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and the selection and direction and number of personnel.

### **Section 2. Employer Authority**

The Employer retains all rights to operate and manage all facilities and equipment; all rights to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to set the number of positions in the department; and to select, direct, transfer, remove and determine appropriate discipline of personnel, and to perform all other managerial functions, duties and responsibilities.

### **Section 3. Employer Rules**

The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

## **ARTICLE VI HOURS OF WORK**

### **Section 1. Work Week**

All full-time employees shall work a forty (40) hour work week. The work week shall consist of five (5) consecutive eight hour days, Monday through Friday. The normal hours of work are from 7:30 A.M. to 4:00 P.M. with an unpaid one-half hour for lunch.

### **Section 2. Rest Period**

Employees shall be granted one fifteen (15) minute rest period in each four (4) hours of work. Such rest periods shall normally be taken near the midpoint of each such four (4) hour work period.

### **Section 3. Out of Class Pay**

If an employee works in a higher classification for four (4) consecutive work days, that employee shall receive pay for the higher classification as out-of-class pay commencing with the first day of such work

Employee is to be paid an additional 4 percent or the minimum of the new range, whichever is greater.

#### **Section 4. Summer Hours**

Notwithstanding the normal hours of work set forth in Section 1, during the summer months the employer and the union by mutual agreement may establish a 10 hour, 4 day work week Monday through Thursday. The following conditions shall apply to the 4 day work week:

- a. The daily schedule will commence at 6:00 a.m. and will end at 4:30 pm.
- b. Employees will attempt to schedule appointments away from the work week and may be required to work on Fridays if work is required.
- c. Employees will receive ten (10) hours of holiday pay when working summer schedule of four (4) ten (10) hour days.
- d. Sick leave and vacation may be taken at 10 hours for a full day off or incrementally, at the employee's discretion.
- e. Immediate termination of the 10-hour schedule is possible through mutual agreement. If there is no mutual agreement, the 10-hour, 4-day schedule shall be in effect until either party notifies the other with a 10 working day notice withdrawing from this agreement.

### **ARTICLE VII OVERTIME**

#### **Section 1. Policy**

All hours worked in excess of forty (40) hours per week shall be compensated for at one and one-half (1-1/2) times the employee's regular hourly rate of pay. All overtime must have prior approval of the employee's department head. Employees shall have the option of taking overtime hours as paid time at time and one-half or as compensatory time off at time and one-half. Compensatory time off is to be used under the same rules that govern vacations. Employees may accumulate up to a maximum of 120 hours compensatory time in 2021. Anything over the annual maximum will be paid in cash.

2021 Maximum accumulation: 120 hours

#### **Section 2.**

All paid vacation time, paid holidays, paid sick leave, compensatory time off, paid leaves of absence, and all travel time to and from all working hours spent at conferences, seminars, meetings

and the like for which attendance has been authorized by the Employer shall be considered as “time worked” for purposes of this Article.

### **Section 3. Distribution of Overtime**

All overtime shall be distributed as equally as possible.

### **Section 4. Call Outs**

Any Employee called to work outside his/her regularly scheduled shift shall be paid for a minimum of two hours at the rate of time and one-half plus two hours of straight time. If the call time work assignment and the employee(s) regular shift overlap, the employee shall be paid the call time rate until the start of his/her regular shift. The employee shall then be paid for his/her regular work shift at the appropriate rate. Call out hours may be taken as pay or may be put into comp time. (Two hours of straight call out time put into comp time is also at straight time).

### **Section 5.**

Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

### **Section 6.**

The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement nor shall there be any pyramiding of premium compensation.

### **Section 7.**

Employees shall be compensated at the rate of time and one-half for all work performed on Saturday and two times for all work performed on Sundays.

## **ARTICLE VIII HOLIDAYS**

### **Section 1. Benefits**

All employees shall receive the following days off with pay:

- a. New Year’s Day - January 1st
- b. President’s Day-Third Monday in February
- c. Memorial Day - Last Monday in May
- d. Independence Day - July 4th
- e. Labor Day - First Monday in September
- f. Columbus Day - Second Monday in October\*
- g. Veterans Day – November 11<sup>th</sup>
- h. Thanksgiving Day – Fourth Thursday in November



- i. Christmas Day - December 25
- j. Good Friday – Friday before Easter Sunday
- k. One-half day Christmas Eve (when Christmas Eve falls on a Friday, Saturday or Sunday, the employees shall instead be credited with a ½ day floating holiday to be used in that calendar year)
- l. One-half day New Year’s Eve (unless New Year’s falls on a Saturday, Sunday or Monday)
- m. Employee’s Birthday (floating holiday)

\*On or before September 15 of each year, the employees may elect to substitute the Friday after Thanksgiving as a holiday in place of the Columbus Day holiday for that year. The union shall be responsible for notifying the employer if such a substitution is requested.

**Section 2. Holidays and Weekends**

When any of the above holidays fall on a Saturday, the preceding day shall be a holiday, and when any of the above holidays falls on a Sunday, the following day shall be a holiday.

**Section 3.**

When a paid holiday falls on an employee’s scheduled day off, they shall be paid for that holiday. When a paid holiday falls during a vacation period, the employee shall receive pay for that holiday and be entitled to another day of vacation.

**Section 4.**

Martin Luther King Day will be a regular scheduled workday.

**Section 5.**

In order for an employee to qualify for the holiday pay provided in this Article, they must be on pay status on the last scheduled work day immediately preceding the holiday, and the first scheduled work day immediately following the holiday.

**Section 6.**

Employees required to work on any holiday (except floating holiday) shall receive double (2) times their regular rate of pay for all hours worked, in addition to their regular salary.

**ARTICLE IX  
VACATIONS**

**Section 1. Benefits**

Regular full-time employees shall earn vacation on the following basis:

| <u>Years of Service</u> | <u>Days earned per month</u> | <u>Hours earned per month</u> |
|-------------------------|------------------------------|-------------------------------|
| 1 thru 3                | 1                            | 8                             |
| 4 thru 5                | 1¼                           | 10                            |
| 6 thru 10               | 1-1/2                        | 12                            |
| 11 thru 15              | 1-3/4                        | 14                            |
| 16 thru 20              | 2 1/8                        | 17                            |
| 21 thru 24              | 2-1/4                        | 18                            |
| 25 and over             | 2-3/8                        | 19                            |

Part time employees shall receive pro-rated vacation days based upon the above schedule and the number of hours they work.

**Section 2. Notice**

In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacations, insofar as the needs of the service will permit. Employees should notify their Department Head in writing of the time they would like to take vacations as far in advance as possible. Should a conflict in scheduling occur, it will be resolved on the basis of first request and then seniority at the time of request. A vacation calendar shall be posted in each department.

**Section 3. Vacation Accrual**

The maximum carry over of vacation time from one year to the next shall be twenty-four (24) days (192 hours).

**Section 4. Vacations and Probationary Period**

Upon the completion of six (6) full months of satisfactory service with the Employer, vacation time shall accrue to the employee for the time served at the rate of one (1) working day for each full month of service. No vacation leave shall be accrued or granted during the first six (6) months of employment. Upon the satisfactory completion of such period, vacation leave shall accrue to the employee for the time served.

**Section 5.**

Vacation leave shall not accumulate to an employee while in non-pay status, except to employees on military leave.

**Section 6.**

Employees may select to cash out the vacation hours (in excess of 16 hours accrued per month), which shall be paid out the first pay period in December.

| <u>Years of Service</u> | <u>Hours Earned per Month</u> | <u>Cash out Rate</u> | <u>Annual Cash Out Maximum</u> |
|-------------------------|-------------------------------|----------------------|--------------------------------|
| 16 – 20                 | 17                            | 1 hour/month         | up to 12 hours                 |

|             |    |               |                |
|-------------|----|---------------|----------------|
| 21 – 24     | 18 | 2 hours/month | up to 24 hours |
| 25 and over | 19 | 3 hours/month | up to 36 hours |

**ARTICLE X  
SICK LEAVE**

**Section 1. Benefit**

Employees shall earn sick leave at the rate of eight (8) hours for each completed month of service. Annual sick leave shall accrue monthly as it is earned. The maximum carry over of sick leave from one year to the next per employee shall be one hundred and thirty (130) days. No sick leave shall be accrued or granted during the first six months of employment. Upon the satisfactory completion of such period, sick leave shall accrue to the employee for the time served.

**Section 2. Utilization**

An employee shall be granted sick leave with pay to the extent of the Employee’s accumulation for absences necessitated by illness, disability, or by necessity for medical, chiropractic, dental care, or for serious illness of the Employee or the Employee’s immediate family (spouse, children/stepchildren, adult child, parents, step-parents, grandparents, grandchildren of either the Employee or his/her spouse, ward, siblings, and son/daughter-in-law).

**Section 3. Medical Certificate**

Verification of illness may be required if illness or injury extends beyond three days.

**Section 4.**

Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.

**Section 5.**

Sick leave shall not accumulate to an employee while in a non-pay status, except employees on military leave.

**Section 6.**

Employees shall notify their department head as soon as possible when going on sick leave so that arrangements may be made to carry on the work.

**Section 7. Worker’s Compensation**

In the case of an employee who, because of sickness or injury incurred in the line of duty, is entitled to receive Worker’s Compensation benefits, the Employer will pay to the employee the difference between the compensation received and his normal regular salary. This difference will

be charged to the employee's sick leave account for as long as the account is funded. In no case will the employee receive more than his regular salary. When the employee's sick leave account is depleted, the employee will receive the Worker's Compensation benefits only.

**Section 8. Sick Leave During Vacation Leave**

When sickness or injury occurs during a vacation leave, the period of illness or injury may be charged as sick leave and the time against vacation leave reduced accordingly. Employees will be required to call the Office immediately if they become ill while on vacation leave. A Doctor's verification shall be submitted upon return.

**Section 9. Sick Leave and Seniority**

There shall be no loss of seniority to an employee because of sickness or injury.

**Section 10. Severance Pay**

An employee who leaves the employment of the Employer shall receive accumulated unused sick leave as severance pay as follows:

|                                       |      |
|---------------------------------------|------|
| 0-20 years                            | 40%  |
| Beginning 21 Years and Over           | 60%  |
| Eligible for PERA Retirement Benefits | 100% |

- Subd. 1. Post Retirement Health Care Savings Plan (HCSP)/MN State Retirement Systems (MSRS): Todd County shall establish and administer a Post Retirement Health Care Savings Plan (PRHCSP) with the State of Minnesota through the Minnesota State Retirement System (MSRS). Participation in this program is mandatory for all employees in the AFSCME Local 3525 Bargaining Unit.
  - A. Employee's severance pay will be put into the HCSP (MSRS) at the time of termination of employment or retirement (per the above calculations). Upon the employee's death, the sick severance shall be paid to the employee's estate.
  - B. Employees who have accrued over 1040 hours of sick leave will have 50% of those hours converted to cash and deposited into their post retirement health care savings account. The conversion will take place once a year at year-end.

**Section 11.**

An Employee, at their option, may donate vacation hours to another Employee who has expended their sick leave.

**ARTICLE XI  
LEAVE OF ABSENCE**

## **Section 1. Application for Leave**

Any leave of absence greater than ten (10) working days must be requested in writing and approved by the County Board at least thirty (30) calendar days in advance, except in case of an emergency. The leave of absence period shall not exceed one (1) year, except by mutual agreement between the Employer and the Union.

## **Section 2. Paid Leaves of Absence**

**Funeral Leave:** Funeral leave will be granted to an employee when a death in their family occurs according to the following schedule:

Up to 40 hours of paid funeral leave: spouse/domestic partner, parent, child, son/daughter-in-law or legal ward.

Up to 24 hours of paid funeral leave: siblings, brother/sister-in-law, parent-in-law, grandparent or grandchild of either the Employee or his/her spouse/domestic partner

Up to 8 hours of paid funeral leave: aunt, uncle, niece, nephew of the Employee or spouse/domestic partner or other relative living in the Employee's home.

In the event that the employee needs additional time off, the Employee shall have the option of using sick leave, compensatory time and vacation time or time without pay. Part-time employees shall receive pro-rated funeral leave based upon the number of hours they work.

**Educational Leave:** Leave with pay shall be granted for educational purposes if such education is specifically required by the Employer and the employee has received approval from the Department Head prior to taking the leave.

**Jury or Witness Duty:** After the notice to the Department Head, an employee shall be granted leave with pay for:

- a. Service upon a jury
- b. Appearance before a court, legislative committee, other judicial or quasi-judicial body as a witness in action involving the federal government, State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority.

The employee shall turn over to the County any per-diem payment received as a result of serving on a jury or as a witness in the above-listed actions. Monies received as expenses shall be kept by the employee.

Any absence, whether voluntary or in response to a legal order to appear and testify in private litigation to which the employee is a party, not as an employee of the County, but as an

individual, shall be taken without pay. Employees may choose to use vacation or compensatory time and then keep any per diem payments.

**Military Leave:** An employee shall be entitled to a leave of absence, without loss of pay, seniority status, efficiency rating, vacation, sick leave, or other benefits for all the time when s/he is engaged with a reserve force of the United States or the State of Minnesota or other component of the military or naval forces of the United States in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, but not exceeding a total of 15 days in any calendar year.

**Family Medical Leave Act:** FMLA leave shall be granted pursuant to applicable law and shall run concurrently with accumulated paid leave. Employees may reserve up to forty (40) hours of accumulated vacation leave to utilize upon completion of FMLA leave.

### **Section 3. Unpaid Leaves of Absence**

**Subd. 1.** Employees shall not accrue sick leave, vacation leave, personal leave days or paid holiday benefits while on unpaid leave of absence of more than 10 days.

**Subd. 2.** Any regular full time employee who is granted a leave of absence without pay shall be permitted to remain in the Group Health and Group Life Insurance plans by making advance premium payments to the Todd County Payroll Division after providing written notification of intent to remain in the plan as provided by the minimum requirements of state statute.

**Subd. 3. Disability Leave:** Any employee, who has completed his/her probationary period, who is unable to perform his duties because of illness or injury and who has exhausted all sick leave credit available, may, upon request, be granted a medical leave of absence, without pay, up to one (1) year.

A request for leave of absence under this Section shall be accompanied by a written doctor's statement outlining the condition of health and estimated time at which the employee is expected to be able to assume his normal responsibilities.

The department head may require that the employee provide medical certification from a registered practicing physician that he is fit for work before returning the employee to the job.

Any employee who is granted a leave of absence without pay who is certified by the registered practicing physician as able to return to work, must comply within ten (10) working days or face termination.

**Subd. 4. Child Rearing (Maternity/Adoption)** A child rearing leave of absence for a period of up to four (4) months shall be granted 'to a natural or adoptive mother or father who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee.

**Subd. 5. Personal Leave:** An unpaid leave, not to exceed 180 consecutive calendar days, may be granted by the Department Head, County Coordinator or designee's approval. No such leave shall be granted or used for the purpose of securing other employment. Denial of such a leave request shall not be subject to the grievance procedure.

**Subd. 6. Reinstatement after Leave:** Any employee returning from an approved unpaid leave of absence as covered by this Section shall be entitled to return to employment in his/her former position or another position in his/her former classification in service, or a position of comparable duties and pay.

## **ARTICLE XII GRIEVANCE PROCEDURE**

### **Section 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.

### **Section 2. Representative**

The Employer will recognize representatives, designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.

### **Section 3. Definitions**

- A. Extension: Time limits specified in this Agreement may be extended by mutual agreement.
- B. Days: Reference to days regarding time periods in this procedure shall refer to calendar days.
- C. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.
- D. Filing and Postmark The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a postmark of the U.S. Postal Service within the time period.
- E. Reduced to writing: "Reduced to writing" shall mean setting forth in writing the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated and the remedy requested.

### **Section 4. Time Limitation**

Grievances shall not be valid for consideration unless the grievance is submitted in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof.

## **Section 5. Processing of a Grievance**

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.

## **Section 6. Procedure**

**Step 1. Informal Discussion** The supervisor shall meet and discuss the grievance with the grievant and the grievant's representative, within ten (10) days after the receipt of the grievance.

**Step 2.** In the event the grievance is not resolved in Step 1, the decision may be appealed to the Department Head, provided such appeal is made within ten (10) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Department Head, he/she shall set a time to hear the grievance within ten (10) days. The Department Head shall issue his/her decision in writing within five (5) days after the meeting.

**Step 3.** In the event the grievance is not resolved in Step 2, the decision rendered may be appealed to the County Board, or its representative, provided such appeal is made within ten (10) days after receipt of the decision in Step 2. If a grievance is properly appealed to the County Board, or its representative, they shall set a time to hear the grievance within 20 days after the appeal is received. After the meeting, the County Board or its representative shall issue its decision in writing within ten (10) days to the parties involved.

**Step 3A.** Upon completion of the previous' procedure and prior to requesting arbitration the Union and the Employer, by mutual agreement may request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 3. The time limit for requesting mediation is tolled during mediation and if mediation does not resolve the grievance within 30 days, arbitration may commence as hereafter provided in Step 4.

**Step 4.** If the grievance remains unresolved, The Union may, within ten (10) days after the response of the County Board, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon an arbitrator within seven (7) days, either party may request the Bureau of Mediation Services to submit a panel of 5 arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The party requesting arbitration shall strike the first name; and the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator.



## **Section 7. Arbitrator's Authority**

The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein.

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 to him in writing by the employee and by the Employer at the arbitration hearing and shall have no authority to make a decision on any other issue not so submitted to him.

The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

The arbitrator shall submit his decision 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. Subject to the Uniform Arbitration Act, Minnesota Statutes 572.01, et seq., the decision shall be binding on both the Employer and the Union. It shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

## **Section 8.**

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, and the requesting party shall be responsible for the costs.

## **Section 9. Waiver**

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer, if the Employer does not answer a grievance or an appeal thereof. Within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union.

## **ARTICLE XIII DISCIPLINE AND DISCHARGE**

**Section 1.**

An employee may be disciplined only for just cause. Disciplinary action or measures may include any of the following: (1) oral reprimand; (2) written reprimand; (3) suspension, (4) demotion, and (5) discharge depending upon the reasons giving cause to discipline an employee. Any disciplinary action taken by the County may be processed as a grievance through the regular grievance procedure.

**Section 2.**

If the Employer has reason to reprimand an employee, the Employer shall attempt to do it in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the reprimand.

**ARTICLE XIV  
PROBATIONARY PERIOD**

**Section 1. Probationary Period**

All newly hired or re-hired employees shall serve a six (6) month probationary period.

**Subd. 1.** At any time during the probationary period the employer shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period the employee shall have no recourse to the grievance procedure, insofar as suspension, discharge or other discipline is concerned, and a newly hired or re-hired employee may be terminated at the sole discretion of the Employer.

**Subd. 2.** Under circumstances or conditions that prevent the making of a full and fair determination as a basis for granting permanent status or separating the employee from the service, a one time three (3) month extension of the probationary period may be granted. Initiation of a request to the County Board for extension must occur on or before the beginning of the sixth month of the probationary period and shall specify the reasons why the extension is required in this instance. A current evaluation of the employee's performance shall accompany the request- A copy of the request for extension and the evaluation shall be provided to the probationary employee by the Department Head.

**ARTICLE XV  
SENIORITY**

**Section 1.**

Seniority shall be defined as an employee's length of continuous service with the County. Upon completion of the probationary period, the seniority date of the employee shall relate back to his initial date of employment.

**Section 2.**

Part-time employees will complete the probationary period after the completion of 1,040 hours of service. A part-time employee's seniority standing shall be based upon his/her total hours of service. If a part-time employee goes to full-time employment, his/her total hours of service will be divided by 2,080 to establish an effective seniority date.

### **Section 3.**

The seniority list on the date of this Agreement, shall show the name, job title and employment date that seniority is based on for all employees in the department. The Employer shall keep the seniority list up to date and will provide the Union with an up to date copy when requested, in addition to posting the list on the employee's bulletin board on the first of each year for a period of fourteen (14) days.

Employees shall have thirty (30) calendar days from the date of posting to supply written documentation, proof and a written request for seniority change to their Department Head.

### **Section 4.**

An employee shall lose seniority for the following reasons only:

- A. Resignation;
- B. By discharge in accordance with procedures set forth in this Agreement;
- C. If an employee does not return to work when recalled from layoff as set forth in the recall section below.

### **Section 5. Layoffs**

The word layoff shall mean a reduction in the working force due to a decrease of work. If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary and/or seasonal employees will be laid off first; seniority employees shall be laid off according to seniority within job classifications. The employee with the least seniority shall be laid off first. Employees to be laid off for an indefinite period of time will have at least ten (10) working days of notice of layoff. A senior employee may bump into a lateral or lower classification provided he/she is qualified for the job. (An employee who bumps into another position shall be paid the salary of that position)

When the working force is increased after a layoff, employees will be recalled according to seniority in the reverse order of layoffs. Notice of recall shall be sent to employees at their last known address by Registered or Certified Mail. If the employee fails to report for work within ten (10) working days from the date of mailing of Notice of Recall, he/she shall be considered as having resigned. Employees shall have the right to recall for a period of one (1) year.

### **Section 6. Vacancies and New Positions**

Notice of all vacancies and newly-created positions shall be posted on all official bulletin board with copies sent to each outlying garage, and the Employees shall be given five working (5) days' time in which to apply for the vacancy or new position. The posting shall include the primary work location, job duties and the primary piece of equipment to be operated. The position may then be filled from among present Employees giving first consideration to qualifications for the job and then seniority. When all other qualifications are relatively equal, the Employer may promote/transfer the most senior qualified applicant for the position. In the event that a senior Employee is not given a vacant or newly created position, upon written request, he/she shall be given a written explanation as to why they did not get the job. This matter shall be subject to the grievance procedure if the Union disagrees with the Employer's decision.

### **Section 7. Trial Period**

A permanent Employee transferred or promoted to a different classification shall reserve a trial period for 6 months. During the 6 month trial period, the Employee shall have the right to revert to his/her former position. If, during the 6 month trial period, the Employee's performance is unsatisfactory, the Public Employer shall have the right to re-assign the Employee to his/her former position, provided, however, the public Employer has given written notice to the Employee of such action and the reason therefore. During the trial period, the Employee receives the rate of pay for the position he/she is filling.

## **ARTICLE XVI INSURANCE AND RETIREMENT**

**Section 1. Selection of Carrier.** The selection of the insurance carrier shall be made by the Employer as provided by law.

### **Section 2. Health and Hospitalization Insurance**

**Eligibility.** All employees working an average of 30 or more hours per week in accordance with the Affordable Care Act are eligible for benefits in this Article.

#### **Single Coverage**

The Employer shall pay the cost of the insurance plan for employees electing single coverage for **Plan 1** (\$300 deductible plan), **Plan 2** \$1,700 H.S.A. deductible plan), or **Plan 3** 3,375 deductible plan). The Employer shall pay an additional \$25.00 per month (\$300.00 annually) towards the deductible for those employees who elect single health coverage under Plan 1 (\$300.00 deductible single health plan).

#### **H.S.A. Contributions**

Plan 2: The Employer shall contribute \$125 per month to the county sponsored H.S.A plan on behalf of eligible employees.

Plan 3: The Employer shall contribute \$165 per month to the county sponsored H.S.A. plan on

behalf of eligible employees electing single coverage.

**Family/Dependent Insurance Coverage**

The Employer shall contribute each month towards dependent coverage based upon the schedule below for 2021. The County shall not pay above the actual cost of the plan.

| <b>All Plans, not to exceed total premium</b> | <b>2021 Employer</b> |
|---|----------------------|
| Employee+Spouse                               | \$ 1,200.00          |
| Employee+Child(ren)                           | \$ 1,000.00          |
| Family  | \$ 1,300.00          |

The Employer shall contribute \$125 per month to the county sponsored H.S.A. plan on behalf of eligible employees.

**Section 3. Life Insurance**

All full-time employees shall be covered by a term life insurance policy in the amount of twenty thousand (\$20,000.00) dollars at the Employer’s expense. Employees shall be provided the option of coverage for dependents in the amount available with the premium payment to be made by the employee.

**Section 4. Claims against the Employer**

It is understood that the Employer’s only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of denial of insurance benefits by an insurance carrier.

**Section 5. Affordable Care Act**

In the event the health insurance provisions of this Agreement fail to meet the requirements of The Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes or fines for the Employer.

**Section 6.** Upon retirement, an employee at his/her own cost may join the Retiree Group Health Plan with the condition the employee has been employed by the County for a minimum of twelve (12) years and be at least fifty-five (55) years of age, or have at least thirty (30) years of service.

**Section 7. Post-retirement Benefit:** Only employees hired on or before January 1, 2007 are eligible for this benefit. Upon early retirement, the Employer will pay an amount not to exceed \$731.50 per month towards the cost of single health insurance up to three years, not to exceed the employee's 65th birthday with the condition the employee is eligible for PERA and has twenty (20) or more years of service.

**Section 8. MSRS HCSP Contribution:** Only employees hired after January 1, 2007, or those who are eligible for the benefit found in Section 7 who voluntarily and irrevocably waive in writing any right to the benefit found in Section 7, are eligible for a \$250.00 annual contribution into their MSRS HCSP on January 2 of each year of employment with Todd County.

A. **One-time contribution.** Only employees hired between January 1, 2007 and March 1, 2014, or those who are eligible for the benefit found in Section 7 above who voluntarily and irrevocably waive in writing any right to the benefit found in Section 7 above, are eligible for a one-time contribution to their MSRS HCSP on the following schedule:

| <b>Years of employment</b> | <b>Contribution into MSRS HCSP</b> |
|----------------------------|------------------------------------|
| 1                          | \$1,000                            |
| 2                          | \$1,250                            |
| 3                          | \$1,500                            |
| 4                          | \$1,750                            |
| 5                          | \$2,000                            |
| 6                          | \$2,250                            |
| 7                          | \$2,500                            |

Eligible employees with more than 7 years of employment will receive the maximum contribution of \$2,500. In the year that eligible employees receive this one-time contribution the employee is not also eligible for the \$250.00 annual HCSP contribution found in Section 8 for that year.

**Section 9.** Employees who leave the employ of the County may continue to participate in the group health insurance program for a period of no longer than eighteen (18) months after separation (unless a longer period is provided by applicable law, in which case the statutory requirement shall prevail), provided they pay the full premium cost.

**Section 10.** Employees who become disabled while in the employ of the County and who have exhausted their vacation and sick leave shall have their life insurance premiums paid and their health insurance premiums paid by the Employer for up to one year.

**Section 11.** If an employee dies, the employee's spouse may keep the insurance coverage for three years (36) months by paying the full premium cost.

**ARTICLE XVII  
GENERAL PROVISIONS**

**Section 1. Mileage**

Employees who use their own vehicles to travel on County business because a County vehicle is not available for their use shall be reimbursed on a mileage basis at the rate of equal to the Federal IRS allowable deduction rate effective at the time.

**Section 2. Negotiating Committee**

The Employer agrees to permit the negotiating committee of no more than three (3) people to appear at all negotiation meetings with the Employer with pay, if negotiations are held during working hours.

**Section 3. Meal Reimbursement**

Employees who go out of the county on county business shall have meals reimbursed up to twenty five dollars (\$25) per day.

**Section 4. Shoe and Outerwear Allowance**

Employees shall be eligible for a shoe and outerwear allowance of up to five hundred dollars (\$500) per year to be expended each calendar year of the Agreement, and year to year thereafter until or unless the parties negotiate different language to be used for the purchase or repair of work related footwear and outdoor clothing. Any unexpended allowance at the end of a calendar year may not be carried over to the following year. All purchases require receipts and supervisor approval. Receipts must be received no later than December 15<sup>th</sup> of the fiscal year to be eligible for reimbursement.

**ARTICLE XVIII  
RATES OF PAY**

**Section 1.**

The wages and salaries reflected in Appendix A, attached hereto, shall be part of this Agreement. In the event that there is a rounding difference between the attached wage schedules and payroll, payroll shall govern. The wage schedules were developed as follows:

2021      2.0% general wage increase effective the first day of the first full pay period in January 2021. The general increase shall apply to all employees not above the maximum salary schedule.

Step increases shall be implemented effective the first day of the first full pay

period in July 2021. No employee shall be eligible for a step increase that exceeds the maximum of the salary schedule.

Employees scheduled to work part-time who are covered by this Agreement shall be eligible for anniversary increases on the same time frames as full-time employees.

In the event an Agreement is not reached between the parties by the last day of the collective bargaining agreement, no additional salary increases shall be granted until a successor agreement is ratified by both parties.

## **Section 2.**

Part-time employees to be paid a maximum of \$1.00 per hour, less than the lowest paid bargaining unit employee in that classification.

## **ARTICLE XIX BENEFITS FOR PART-TIME EMPLOYEES**

### **Section 1.**

It is understood and agreed by the parties that regular part-time employees, employed an average of fourteen (14) or more hours per week, but less than 40 hours per week, shall be eligible for benefits as follows:

**Subd. 1. Holidays.** Part-time employees will be paid for all holidays on a pro-rated basis.

**Subd. 2. Sick Leave.** On a pro-rated basis after the completion of the probationary period. Such employees shall be credited with the appropriate amount after completion of the probationary period.

**Subd. 3. Vacation.** On a pro-rated basis after completion of the probationary period. Such employee shall be credited with the appropriate amount after completion of the probationary period.

**Subd. 4 Funeral Leave.** On a pro-rated basis after completion of the probationary period.

## **ARTICLE XX DURATION**

### **Section 1. Term and Reopening Negotiations.**

This Agreement shall remain in full force and effect for a period commencing on January 1, 2021 through December 31, 2021, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than 120 days prior to the end of the



Agreement. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement

**Section 2. Finality**

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be opened for negotiations during the term of this Agreement, except by mutual agreement of the parties. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this agreement

**Section 3. Severability**

The provisions of this Agreement shall be severable, and if any provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their bands and seals on the date first above stated.

TODD COUNTY BOARD OF  
COMMISSIONERS  
LONG PRAIRIE, MINNESOTA

LOCAL #3525, AMERICAN FEDERATION  
OF STATE, COUNTY & MUNICIPAL  
EMPLOYEES

By: Barbara Becker  
Barb Becker, County Board Chair

By: Luke Langner  
Luke Langner, AFSCME Local 3525  
Representative

By: Chris Pelzer  
Chris Pelzer, County Coordinator

By: Alan M  
AFSCME Local 3525 President

Dated: 2/2/2021

Dated: 2-5-2021

General increase effective the first full pay period worked in January.  
 Step increase effective the first full pay period worked in July.

2021 Todd County Salary Grid

12/29/2020  
 Appendix A

| Grade Separation 6% & Step Separation 3% |          |          | Fiscal Year |          | 2021     | Cost of Living Adjustment |          | 2.0%     |          |
|--|----------|----------|-------------|----------|----------|---------------------------|----------|----------|----------|
| Grade/Step                               | 1        | 2        | 3           | 4        | 5        | 6                         | 7        | 8        | 9        |
| 1  | \$ 15.42 | \$ 15.88 | \$ 16.36    | \$ 16.85 | \$ 17.36 | \$ 17.88                  | \$ 18.41 | \$ 18.97 | \$ 19.53 |
| 2  | \$ 16.35 | \$ 16.84 | \$ 17.34    | \$ 17.86 | \$ 18.40 | \$ 18.95                  | \$ 19.52 | \$ 20.10 | \$ 20.71 |
| 3  | \$ 17.33 | \$ 17.85 | \$ 18.38    | \$ 18.93 | \$ 19.50 | \$ 20.09                  | \$ 20.70 | \$ 21.31 | \$ 21.95 |
| 4  | \$ 18.37 | \$ 18.92 | \$ 19.49    | \$ 20.07 | \$ 20.68 | \$ 21.30                  | \$ 21.93 | \$ 22.59 | \$ 23.27 |
| 5  | \$ 19.47 | \$ 20.05 | \$ 20.66    | \$ 21.28 | \$ 21.92 | \$ 22.57                  | \$ 23.25 | \$ 23.95 | \$ 24.66 |
| 6  | \$ 20.63 | \$ 21.26 | \$ 21.90    | \$ 22.55 | \$ 23.23 | \$ 23.93                  | \$ 24.64 | \$ 25.39 | \$ 26.14 |
| 7  | \$ 21.88 | \$ 22.53 | \$ 23.22    | \$ 23.91 | \$ 24.62 | \$ 25.37                  | \$ 26.12 | \$ 26.91 | \$ 27.71 |
| 8  | \$ 23.19 | \$ 23.89 | \$ 24.60    | \$ 25.34 | \$ 26.10 | \$ 26.89                  | \$ 27.69 | \$ 28.52 | \$ 29.38 |
| 9  | \$ 24.58 | \$ 25.32 | \$ 26.08    | \$ 26.86 | \$ 27.66 | \$ 28.50                  | \$ 29.36 | \$ 30.23 | \$ 31.14 |
| 10                                       | \$ 26.06 | \$ 26.84 | \$ 27.64    | \$ 28.47 | \$ 29.33 | \$ 30.20                  | \$ 31.11 | \$ 32.05 | \$ 33.01 |
| 11                                       | \$ 27.62 | \$ 28.45 | \$ 29.30    | \$ 30.18 | \$ 31.09 | \$ 32.02                  | \$ 32.98 | \$ 33.97 | \$ 34.99 |
| 12                                       | \$ 29.27 | \$ 30.15 | \$ 31.06    | \$ 32.00 | \$ 32.96 | \$ 33.95                  | \$ 34.96 | \$ 36.01 | \$ 37.09 |
| 13                                       | \$ 31.04 | \$ 31.97 | \$ 32.93    | \$ 33.92 | \$ 34.92 | \$ 35.98                  | \$ 37.06 | \$ 38.17 | \$ 39.31 |
| 14                                       | \$ 32.90 | \$ 33.88 | \$ 34.90    | \$ 35.94 | \$ 37.03 | \$ 38.14                  | \$ 39.28 | \$ 40.45 | \$ 41.67 |
| 15                                       | \$ 34.87 | \$ 35.91 | \$ 37.00    | \$ 38.11 | \$ 39.25 | \$ 40.42                  | \$ 41.64 | \$ 42.88 | \$ 44.18 |
| 16                                       | \$ 36.96 | \$ 38.07 | \$ 39.21    | \$ 40.39 | \$ 41.61 | \$ 42.85                  | \$ 44.14 | \$ 45.46 | \$ 46.82 |
| 17                                       | \$ 39.18 | \$ 40.35 | \$ 41.57    | \$ 42.81 | \$ 44.09 | \$ 45.42                  | \$ 46.79 | \$ 48.18 | \$ 49.63 |
| 18                                       | \$ 41.53 | \$ 42.78 | \$ 44.06    | \$ 45.38 | \$ 46.75 | \$ 48.14                  | \$ 49.59 | \$ 51.08 | \$ 52.61 |
| 19                                       | \$ 44.02 | \$ 45.34 | \$ 46.71    | \$ 48.10 | \$ 49.55 | \$ 51.03                  | \$ 52.56 | \$ 54.14 | \$ 55.76 |
| 20                                       | \$ 46.67 | \$ 48.06 | \$ 49.51    | \$ 50.99 | \$ 52.52 | \$ 54.10                  | \$ 55.72 | \$ 57.40 | \$ 59.11 |
| 21                                       | \$ 49.46 | \$ 50.95 | \$ 52.48    | \$ 54.05 | \$ 55.67 | \$ 57.34                  | \$ 59.06 | \$ 60.83 | \$ 62.66 |
| 22                                       | \$ 52.43 | \$ 54.01 | \$ 55.62    | \$ 57.29 | \$ 59.02 | \$ 60.78                  | \$ 62.61 | \$ 64.48 | \$ 66.42 |
| 23                                       | \$ 55.58 | \$ 57.24 | \$ 58.97    | \$ 60.73 | \$ 62.56 | \$ 64.43                  | \$ 66.36 | \$ 68.35 | \$ 70.40 |
| 24                                       | \$ 58.92 | \$ 60.68 | \$ 62.50    | \$ 64.37 | \$ 66.31 | \$ 68.30                  | \$ 70.34 | \$ 72.45 | \$ 74.62 |
| 25                                       | \$ 62.44 | \$ 64.32 | \$ 66.25    | \$ 68.24 | \$ 70.29 | \$ 72.39                  | \$ 74.56 | \$ 76.81 | \$ 79.10 |

**MEMORANDUM OF AGREEMENT  
BETWEEN  
TODD COUNTY  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO LOCAL UNION 3525**

This Memorandum of Agreement (“Agreement”) is entered into between the Todd County (the “Employer”) and AFSCME Local Union #3525 (the “Union”).

**WHEREAS**, the County and the Union are parties in a collective bargaining agreement dated January 1, 2021 to December 31, 2021; and

**WHEREAS**, the collective bargaining agreement contains Article XVI, Section 2, Health and Hospitalization Insurance; and

**WHEREAS**, the County’s insurance broker has presented the County with renewal rates and options for 2022, which include changing plan designs for Plan 2 and 3 to Smart Plan options, adding preventive generic prescriptions covered at \$0 and preventive brand prescriptions covered at \$50, and providing additional travel benefits and rewards for choosing top value providers for specific select surgeries.

**WHEREAS**, the County has been provided with rate cap information for 2023, which further supports changing plan designs for Plan 2 and 3 to Smart Plan options in an effort to maintain/control costs of health insurance on behalf of the County and its employees; and

**WHEREAS**, the County and the Union mutually desire to change the provisions of Article XVI, Section 2 Health Insurance and Hospitalization.

**NOW THEREFORE**, the parties agree as follows effective with the ratification of this Agreement:

1. Article XVI, Section 2 Health and Hospitalization Insurance shall be modified as follows:

Section 2. Health and Hospitalization Insurance.

...

Single Coverage:

The Employer shall pay the cost of the insurance plan for employees electing single coverage for Plan 1 (\$300 deductible plan), **Smart Plan 1** (\$1,400 H.S.A. plan), or **Smart Plan 5** (\$3,650 H.S.A. plan). The Employer shall pay an additional \$25.00 per month (\$300.00 annually) towards the deductible for those employees who elect single health coverage under Plan 1 (\$300.00 deductible single health plan).

...

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Agreement on the dates indicated by their respective signatures.

Employer:

For AFSCME Local 3525

Barb Becker  
County Board Chair; Barb Becker

Luke Langer  
Business Agent; Luke Langer

Date: 10-22-2021

Date: 10-18-2021

Chris Pelzer  
County Coordinator; Chris Pelzer

Adam

Date: 10/21/2021

Date: 10-18-21