AGREEMENT

between

THE BOARD OF COUNTY COMMISSIONERS

LAC QUI PARLE COUNTY, MINNESOTA

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), AFL-CIO, MINNESOTA COUNCIL 65 LOCAL UNION NO. 1686 (Road and Bridge)

JANUARY 1, 2017 - DECEMBER 31, 2019

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	2
ARTICLE II	HOURS OF WORK	2
ARTICLE III	HOLIDAYS	4
ARTICLE IV	VACATIONS	4
ARTICLE V	SICK LEAVE	6
ARTICLE VI	EMPLOYMENT AND DISMISSAL	7
ARTICLE VII	GRIEVANCE PROCEDURE	9
ARTICLE VIII	GENERAL PROVISIONS	11
ARTICLE IX	LONGEVITY BENEFIT PLAN	12
ARTICLE X	LEAVES OF ABSENCE (Added 1988)	13
ARTICLE XI	INSURANCES	14
ARTICLE XII	FIRST AID COURSE	15
ARTICLE XIII	SAFETY	15
ARTICLE XIV	LABOR-MANAGEMENT MEETINGS	16
ARTICLE XV	SAVINGS CLAUSE	16
ARTICLE XVI	DURATION OF AGREEMENT	16
APPENDIX "A"		18

AGREEMENT BETWEEN

THE BOARD OF COUNTY COMMISSIONERS
LAC QUI PARLE COUNTY, MINNESOTA

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO
MINNESOTA COUNCIL 65
LOCAL UNION NO. 1686

This Agreement, dated the first day of January, 2017, is hereby entered into between the Board of County Commissioners, Lac Qui Parle County, Minnesota, hereinafter referred to as the "Employer," and Local Union No. 1686, Minnesota Council No. 65, of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organizations, hereinafter referred to as the "Union."

ARTICLE I
RECOGNITION

Section 1. (Amended 2006)

The Board recognizes Local Union No. 1686, Minnesota Council No. 65, AFSCME, AFL-CIO, as the representative for collective bargaining purposes of the employees of Lac Qui Parle County. Minnesota, in the units composed of:

> "All maintenance employees of Lac Qui Parle County Highway Department, excluding the County Highway Engineer, Maintenance Supervisor, casual employees, and all other employees,"

as certified by the Bureau of Mediation Services, dated February 17, 1970.

Section 2.

The Board shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, color, sex, religious beliefs or political beliefs.

Section 3. (Amended 2009, 2012)

In recognition of the Union as the Exclusive Representative, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions in a form agreed upon by the Employer and the Union; and

The Union shall provide the formula or schedule to calculate the actual dues deduction to the employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format. The employer shall remit such deductions to AFSCME Council 65, 118 Central Avenue, Nashwauk, MN 55769.

The employer shall deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3.

ARTICLE II
HOURS OF WORK

Section 1. (Amended 1972, 1975, 1976, 1997)

The basic work week for the COUNTY HIGHWAY MAINTENANCE DEPARTMENT personnel shall be:

SUMMER SCHEDULE (26 weeks)

May 1 thru October 31 - four (4) nine (9) hour days, Monday through Thursday, and one (1) four (4) hour day, Friday, comprising a forty (40) hour work week. Working hours shall be from 7:30 a.m. to 5:00 p.m., including a half hour noon lunch period, Monday through Thursday, and 7:30 a.m. to 11:30 a.m., with no noon lunch period on Friday.

WINTER SCHEDULE (26 weeks)

November 1 through April 30 - Five (5) eight (8) hour days, Monday through Friday, comprising a forty (40) hour work week. Working hours shall be from 7:30 a.m. to 4:00 p.m., including half hour noon lunch period.

Section 2. (Amended 1975, 2012)

All hours worked before or after the above scheduled hours shall be overtime, to be paid at time and one-half rate of pay.

Section 3.

All work schedules shall provide a fifteen (15) minute rest period during each one-half (112) shift. The rest period shall be scheduled at the middle of each one-half (112) shift whenever feasible.

Section 4. (Amended 2006, 2012)

Employees called back to work after leaving their job will be paid at double the regular base rate of pay with a minimum of two (2) hours. Extension of a shift or an early start to a shift shall not qualify for double pay with a two (2) hour minimum.

Section 5.

When a snow emergency exists, employees called out to work shall receive time and one-half (1½) for all hours worked up to their regular scheduled starting time. Their regular scheduled hours will be paid for at their regular rate of pay. Any work performed after the regular scheduled day shall be paid for at time and one-half (1½) only after approval has been given for this by their supervisor.

Section 6. (Added 2012)

All work performed on Sunday shall be paid at double time rates.

ARTICLE III
HOLIDAYS

Section 1. (Amended 1986, 2012)

All employees shall receive holiday pay at straight time rates for the following:

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King Day	Independence Day	Friday after Thanksgiving
Presidents Day	Labor Day	Christmas Day
Good Friday	Veterans Day	

providing that when New Year's Day, or Independence Day, or Veterans Day, or Christmas Day fall on a Sunday, the following day shall be a holiday; and provided that when New Year's Day, Independence Day, Veterans Day or Christmas Day fall on a Saturday, the preceding day shall be a holiday.

Section 2.

All hours worked on a holiday so observed shall be paid at time and one-half (1½) rates, in addition to the regular holiday pay.

Section 3. (Amended 1992, 1997, 2012)

The four (4) hours of work on Christmas Eve afternoon (when it falls on Monday through Thursday) shall be granted as paid holiday time, however, if snow removal work becomes necessary during those hours, that work will be compensated at straight time rates, not holiday overtime.

ARTICLE IV
VACATIONS

Section 1.

Regular employees shall accrue vacation in accordance with the following schedule:

Length of Completed Service	Days Per Month	Days Per Year
Less than 3 years	1	12
3 years but less than 10 years	1-1¼	15
10 years but less than 15 years	1-1½	18
15 years but less than 20 years	1-¾	21
20 years or more	2	24

Probationary employees shall accrue vacation from their date of hire, but shall not be entitled to use such vacation leave until they have successfully completed the first six (6) months of their probationary period.

Section 2.

a) All employees hired on or before January 1, 1979, shall be allowed to accumulate a maximum of five hundred (500) hours of unused vacation time.

b) All employees hired after January 1, 1979, shall be allowed to accumulate a maximum of three hundred twenty (320) hours of unused vacation time.

Section 3. (Amended 2012)

In the event of severance of employment with the County, except by death, an employee shall be entitled to compensation at his/her last rate of pay for any accumulated unused vacation time not to exceed thirty-five (35) days (280 hours). An employee may not use more than 10 consecutive accrued vacation days immediately prior to severance of employment. In the event of death of an employee hired on or before January 1, 1979, the employee's estate shall be entitled to compensation at the employee's last rate of pay for any accumulated unused vacation time not to exceed sixty-two and one-half (62½) days (500 hours). In the event of death of an employee hired after January 1, 1979, the employee's estate shall be entitled to compensation at the employee's last rate of pay for any accumulated unused vacation time not to exceed forty (40) days (320 hours). Payment in all cases shall be made, at the option of the employee or the employee's estate, either at the time of severance or on January 15th of the year following severance.

Section 4.

Any paid holidays falling within the vacation period will not be counted as vacation days.

Section 5. (Amended 2012)

All vacation must be requested and approved with the Maintenance Supervisor before being taken. Denial of taking of vacation must be in writing within five (5) days of request.

Section 6.

Employees shall be allowed to take three (3) days of accumulated sick leave as personal leave days during each calendar year, with the approval of the supervisor.

ARTICLE V
SICK LEAVE

Section 1. (Amended 2006)

After qualifying period of six (6) months, a new employee shall be credited with forty-eight (48) hours of sick leave. Thereafter, he shall be considered a regular employee and shall be credited with eight (8) hours sick leave for each month of service. Unused sick leave shall accumulate to a maximum of nine hundred sixty (960) hours. No sick leave may be used during the first six (6) months of service unless approved by the County Board. For a medical appointment, an employee must notify the Maintenance Supervisor one (1) day in advance.

Section 2. (Amended 1972, 1976)

When maximum accumulation is reached, the employee will receive four (4) hours deferred sick leave for each month of service, not to be used until after the 960 hours are depleted. The maximum of 960 hours must be maintained before any credit can be given to the deferred sick leave.

Section 3. (Amended 2012)

Payment shall be made at the option of the employee or survivor either at the time of his/her retirement, death, or severance, or on January 15th of the year following his/her retirement, death, or severance. There shall be no severance pay credited to any deferred sick leave.

Section 4. (Amended 1992, 1994, 1997,2012)

a) Upon severance of employment, except for dismissal for cause, employees hired after January 1, 1977, shall receive as severance pay 50% of their accumulated sick leave based on their rate of pay at the time of severance not to exceed $5,000.00. There shall be no severance pay credited to any deferred sick leave.

b) Employees hired after 1/1/92 shall receive sick leave severance pay on the following basis: 10 years service - 25% of accrued sick leave; 15 years service - 37.5% of accrued sick leave; 20 years service - 50% of accrued sick leave. Maximum allowable accrual for new employees shall be set at $3,000.00.

Section 5.

Claiming sick leave when physically fit, except as permitted in this Article, may be cause for disciplinary action including transfer, suspension, demotion or dismissal.

Section 6.

The County Highway Engineer is authorized to advance any employee, permanent with five years or more employment, eight (8) hours sick leave for each year of service when an

employee has used up all of his/her sick leave and/or vacation time. Where the employee recovers and continues employment with the County, she/he will be required to repay this advanced time from earned sick leave or vacation time. In the event of death, retirement, or termination of employment with the County, the advanced time will be written off as sick leave.

Section 7. (Amended 1988)

If an employee receives a job-related injury or illness and is eligible for Worker's Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Worker's Compensation and the employee's regular wage, not to exceed the base wage rate of the employee. The difference will be charged to the employee's accumulated sick leave, vacation leave or any other accumulated paid leave time, providing the employee chooses to receive his/her full salary. An employee shall continue to accrue seniority, vacation, and sick leave benefits and retain all health insurance benefits for the duration of the Worker's Compensation related absence, and, in conformance with Minnesota Statutes, Chapter 176.102, the Employer shall guarantee an employee the right to return to employment in the same or equal work classification which the employee held prior to the Worker's Compensation related absence, and, further, in the event that an employee is unable to return to the same work classification due to a job-related injury or illness, the Employer guarantees to retain and/or cross-train an employee for a like job after completion of a vocational screening.

Section 8. (Amended 1971, 1976, 1990, 1997)

In the event of death in the family of an employee - spouse, mother, father, son, daughter, son-in-law, daughter-in-law, brother, sister, grandchildren, grandparents, or the spouse's mother, father, son or daughter, brother or sister - the employee may be granted up to five (5) working days, if necessary, dependent upon distance to travel, sole survivorship, making of arrangements, making of household adjustments, and to attend funeral services, with full pay. In addition, one-half (½) day of funeral leave with pay will be granted to attend the funeral of a fellow employee, former employee, or a retired employee of the County.

Section 9. (Amended 1986, 2000)

An employee may use sick leave for illness of a member of the immediate family. For the purposes of this Article, immediate family shall be defined as the employee's spouse, children, parents, grandchildren and other members of the employee's immediate household.

ARTICLE VI
EMPLOYMENT AND DISMISSAL

Section 1.

All new employees are regarded to be on probation for a period of one (1) year, during which time they may be discharged without cause; after the said period, they shall be considered

as permanent employees and shall be discharged only for just cause. Causes for dismissal are to be as following, in writing:

1. Dismissal.

   a) Repeated inefficiency or inability to meet standards of work.

   b) An official reprimand, in writing, will be made to cover the first instance of inefficiency or inability.

   c) The second official reprimand, in writing, for continued inefficiency or inability, will constitute sufficient cause for dismissal.

2. Immediate Dismissal.

   a) Dishonesty.

   b) Drinking, or being intoxicated, on the job.

   c) Clear insubordination.

   d) Failure to pass any physical examination ordered by the Board during the probationary period.

Section 2.

If an employee is discharged for, dishonesty, drinking or being intoxicated on the job, or clear insubordination, he shall not be paid for any accumulated days of sick leave remaining to his credit at the time of discharge.

Section 3.

An employment list showing the dates of employment of all employees, longevity, accumulated sick leave, and accumulated vacation time shall be brought up to date on January lst and July 1st of each year, and a copy of said list shall be posted in the County Highway Engineer's Office and a copy sent to the members. All accumulated vacation and sick leave must be verified by the County Highway Engineer.

Section 4. (Amended 1988, 1997, 2006, 2012)

Seniority shall start on the first date of hire. The first year of hire shall be probationary. The Employer is committed to hiring the best qualified applicant for County service. If all other qualifications, as determined by the Employer, are equal, the applicant with the greatest County service seniority shall receive appointment to the job opening or promotion. If seniority is bypassed, reasons for said bypass shall be in writing to the Union. If placement is unsatisfactory, after a thirty (30) day trial period, an employee shall revert back to his/her former position, without

loss of seniority, at the discretion of the County Highway Engineer or the employee. The thirty (30) day trial period may be extended by written agreement of the parties. Any vacancy or new job shall be posted within the Department by the County Highway Engineer for a period of five (5) working days, after which the County Highway Department may advertise in the County paper. The position shall be filled at the next regular Board meeting if possible, with the Board having the final determination as to the filling of the position.

Section 5. (Amended 1997)

In the event it becomes necessary to lay off employees for any reason, all probationary, temporary, seasonal, and part-time employees shall be laid off first. Full-time employees to be laid off will be given at least four weeks notice. Full-time employees shall be laid off on the basis of classification within the Department, in inverse order of classification seniority. An employee about to be laid off, shall have the right to bump (displace) the employee with the least seniority in an equal or lower paying classification, providing that the Employer determines the employee who was exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped. Employees shall be recalled from layoff in the inverse order of layoff. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1. (Amended 1997)

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

Section 2. (Amended 1997)

Grievances, as defined in Section 1, shall be resolved in conformance with the following procedure:

STEP 1. (Amended 1976, 2006) An employee claiming a violation concerning the interpretation or application of the provisions of this Agreement shall, within ten (10) working days after the first occurrence of the event giving rise to the grievance or such time as the employee reasonably should be aware of the event giving rise to the grievance, present such grievance to the Maintenance Supervisor. The Maintenance Supervisor shall give an oral or written answer to the grievance within five (5) working days after such presentation.

STEP 2. (Amended 2006) The grievance shall be referred in writing to the County Highway Engineer within five (5) working days after the Maintenance Supervisor's answer is due in Step 1. The written grievance shall be signed

by both the employee and the Union Steward or Union Business Agent. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, and the relief requested. The County Highway Engineer shall discuss the grievance within five (5) working days with the employee, the Union Steward and/or Union Business Agent at a mutually agreeable time. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the County Highway Engineer and the Union. If no settlement is reached, the County Highway Engineer shall provide a written answer to the Union within five (5) working days following the meeting.

STEP 3. (Amended 2006) If the grievance is not settled in Step 2 and the Union desires to appeal, the grievance shall be referred in writing to the County Board of Commissioners Personnel Subcommittee within five (5) working days after the County Highway Engineer's answer is due at Step 2. A meeting between the County Board of Commissioners Personnel Subcommittee, County Highway Engineer, the employee and the Union Steward and/or Union Business Agent shall be held at a mutually agreeable time within thirty (30) calendar days of the request for such a meeting. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the County Board of Commissioners Personnel Subcommittee and the Union. If no settlement is reached, the County Board of Commissioners Personnel Subcommittee shall provide a written answer to the Union within ten (10) working days following the meeting.

STEP 4. (Amended 2006) If the grievance remains unsettled, the parties may, by mutual agreement, seek mediation services by the Bureau of Mediation Services.

STEP 5. (Amended 2006) If the grievance is not settled in Step 3 and/or 4 and the Union desires to appeal, the Union shall file for arbitration and request a panel of seven arbitrators from the Bureau of Mediation Services within five (5) working days after the County Board of Commissioners Personnel Subcommittee written answer at Step 3 or five (5) working days following mediation at Step 4. From this list, each party shall in turn strike one name until one name remains, and the last remaining individual shall be designated as the Arbitrator. The grieving party shall strike first. A hearing on the grievance will be held promptly by the Arbitrator and a decision shall be rendered within thirty (30) days after the date of hearing. All expenses and costs of the Arbitrator shall be shared and assessed equally to the parties.

Section 3. Arbitrator's Authority: (Amended 1997)

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the force and effect of law.

Section 4. Choice of Remedy: (Added 2012)

If, as a result of the written Employer response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 5 of Article VII or a procedure such as: Civil Service or Veterans Preference. If appealed to any procedure other than Step 5, the grievance is not subject to the arbitration procedure as provided in Step 5. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 5 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5.

The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission. An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.) cert. denied, 506 U.S. 906, 113 S.Ct. 299(1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of this section shall be null and void.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. (Amended 1997)

The Employer retains the right to perform any inherent managerial function not limited by this Agreement, including the right 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 establish the number of positions in the Department; to select, direct, transfer and define appropriate discipline of employees, and to perform all other managerial functions, duties and responsibilities.

Section 2. (Amended 1997, 2006)

Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the County Highway Engineer and/or County Board to modify, establish or eliminate.

Section 3.

There shall be no replacement of regular employees by relief workers, nor shall a relief worker be placed in any classified job.

Section 4. (Amended 1997)

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 he is concerned. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union related activities on the Employer's time, unless expressly permitted by the Employer.

Section 5. (Amended 1997)

An employee required to use his personal car for County business shall be compensated for such use at the rate established by the Lac Qui Parle County Board of Commissioners.

Section 6. (Amended 2012)

Employees shall be paid twice a month, on the 15th of the month and on the last day of the month. Overtime pay shall be calculated on a work week basis and included within an employee's regular paycheck. When the 15th of the month or the last day of the month fall on a weekend or holiday, the employees shall be paid on the last working day preceding the weekend or holiday.

Section 7. (Added 2012)

An employee who is scheduled to work an average of less than 32 hours per week, but more than 35% of the normal work week shall be defined as a part-time employee. Part-time employees are not eligible for benefits.

ARTICLE IX
LONGEVITY BENEFIT PLAN (Amended 2012)

Effective March 1, 1970, a longevity benefit plan shall be established for the employees of Lac Qui Parle County.

To be eligible to receive this benefit, an employee must have five or more years of continuous full-time service with Lac Qui Parle County. The benefit shall be a percentage of the eligible employee's annual base pay for the calendar year in which the benefit is paid. The percentage to be paid is:

1% to employees having 5-10 years of continuous full time service;
2% to employees having 10-15 years of continuous full time service;
3% to employees having 15-20 years of continuous full time service;

4% to employees having 20-25 years of continuous full time service;
5% to employees having 25 or more years of continuous full time service.
5.25% to employees have 30 or more years of continuous full time service.

Employees hired before January 1, 2007 may choose to receive longevity as an annual lump sum payment or as an additional payment added to the base wage for each regular payroll period. Employees hired on or after January 1, 2007 will receive longevity as an annual lump sum once they are eligible to receive longevity. Lump sum payments will be made in December of the year in which the longevity benefit was earned and will be calculated based on the employee's base pay for the entire calendar year. Employees who sever employment before the December lump sum payout period will receive a pro-rated lump sum payment in the pay period following that employee's last day of employment.

ARTICLE X
LEAVES OF ABSENCE (Added 1988)

Section 1. Jury Duty.

Any employee shall be granted a leave of absence with pay for service on a jury. Such employees shall return fees for such jury service to the Employer. If excused, she/he shall immediately return to work for the balance of the day. The employee shall be allowed to retain mileage and meal expense.

Section 2. Military Leave.

Employees who are members of a reserve force of the United States or of this State and who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State, shall be granted a paid leave of absence in accordance with Federal and State Statutes.

Section 3. Court Duty.

Employees required to appear before a court or, other public body on any matter related to their work shall be granted a leave of absence with pay.

Section 4. Emergency Personnel Volunteer.

An employee who is an active emergency personnel volunteer (such as a volunteer firefighter, emergency vehicle driver, etc.) shall be granted a leave of absence with pay when called to an emergency in their volunteer capacity. Upon completion of emergency duties, an employee shall be required to return to work as soon as reasonably possible to complete the normal work day, unless alternative arrangements are made. An employee actively engaged in the operation of a County vehicle at the time an emergency call is received shall be allowed to reasonably utilize such vehicle to enable his/her response to the call.

ARTICLE XI

INSURANCES

Section 1. (Amended 1990, 1992, 1994, 1997, 2006, 2009, 2012, 2015)

Effective January 1, 2017, 2018 and 2019, for regular full-time employees who select single coverage, the Employer agrees to pay a $100 per month contribution towards the regular full-time employee's single coverage VEBA account. For regular full-time employees who select family coverage, the Employer agrees to pay a $200 per month contribution toward the regular full-time employee's family coverage VEBA account. Regular full-time employee contributions towards the cost of insurance coverage shall be paid through payroll deduction.

Effective January 1, 2017, the Employer shall contribute up to $692.00 per month toward the single monthly premium of the higher cost VEBA plan (currently VEBA #823) and up to $1,123.50 per month toward the family premium of the higher cost VEBA plan (currently VEBA #823) and any overage shall be contributed toward the regular full-time employee's VEBA account.

Effective January 1, 2017, the Employer shall contribute up to $698.00 per month toward the single monthly premium of the lowest cost VEBA plan (currently VEBA #850) and up to $1,139.00 per month toward the family premium of the lowest cost VEBA plan (currently VEBA #850) and any overage shall be contributed toward the regular full-time employee's VEBA account.

Effective January 1, 2017, the Employer shall contribute up to $798.00 per month toward the single monthly premium of the HSA plan (currently HSA #850) and up to $1,339.00 per month toward the family premium of the HSA plan (currently HSA #850) and any overage shall be contributed toward the regular full-time employee's HSA account.

Effective January 1, 2018 and 2019, any increase in the premium cost shall be shared equally between the County and the regular full-time employee up to 14.0% to be calculated off of the lowest cost VEBA plan (currently VEBA #850). Any increase more than 14.0% shall be paid for by the regular full-time employee. For purposes of calculating the amount of the Employer's contribution in 2018 and 2019, the dollar amount equivalent of the premium increase (up to a 14% increase) shall be calculated on the base health insurance family plan premium (currently identified as VEBA #850). Any decrease in the premium cost shall be shared equally between the County and the regular full-time employee, to be calculated on an individual plan basis.

Premiums for $20,000 term life insurance policy for each regular full-time employee shall be paid by the Employer.

Section 2. (Amended 1990)

Health, hospitalization and major medical insurance shall be available for employees and their dependents upon retirement at the current rate and coverages after ten (10) years of service and 55 years of age until the retiree and dependents so covered become eligible for Medicare

coverage, die, or become covered by a different group policy. The retiree and/or dependents shall be responsible for paying the entire premium cost for said coverages.

Section 3. (Added 2015)

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.

ARTICLE XII
FIRST AID COURSE

A first aid course shall be made available to the Road and Bridge employees. The instructor fees to be paid by the County.

ARTICLE XIII
SAFETY

Section 1. (Amended 1997)

It shall be the policy of the Employer that the safety of employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and ongoing part of its everyday responsibilities. The employees shall have the responsibility to use all provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs. Suggestions regarding safety will be welcomed from all employees.

Section 2.

All unsafe equipment or job conditions shall be brought to the attention of the immediate supervisor. The unsafe condition shall then be corrected within a reasonable period of time.

Section 3. (Amended 2006)

Any protective equipment or clothing, e.g., safety glasses or other types of eye protection, safety helmets, safety vest, welding gloves and aprons, etc., shall be provided and maintained by the County whenever such equipment is required as a condition of employment either by the County or by OSHA. The County will provide $200 annually to reimburse employees for the purchase of work related clothing upon the presentation of a receipt. A receipt must be turned in for approval and reimbursement.

Section 4.

Whenever an employee is injured on the job, he shall report the injury to his supervisor immediately as conditions permit. If medical aid is required, it shall be promptly requested by fellow workers. An accident report shall be filed with the County Highway Engineer's office with full particulars given as soon after the injury as is practical by the injured employee.

Section 5. (Amended 1997)

Disputes under the terms of this Article shall be subject to the grievance procedure up to, but not including, arbitration.

ARTICLE XIV
LABOR-MANAGEMENT MEETINGS (Amended 2012)

A Labor-Management committee consisting of representatives of the Employer and three employees selected by the Union may meet in each calendar year for the purpose of discussing, exploring and considering matters of mutual concern to both parties.

ARTICLE XV
SAVINGS CLAUSE (Added (2015)

This Agreement is subject to the laws of the United States and the State of Minnesota. 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, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions shall continue in full force and effect.

ARTICLE XVI
DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall be effective as of the first day of January, 2017, and shall continue in full force and effect until December 31, 2019. Either of the parties shall be required to submit a written notice at least sixty (60) days prior to termination date of this Agreement for the purpose of negotiating a new agreement. If settlement on a new agreement is not reached within the provided sixty (60) day period prior to termination, the present agreement shall remain in effect until a new settlement is reached.

ADOPTED DATE 7/18/17

BOARD OF COUNTY COMMISSIONERS
LAC QUI PARLE COUNTY, MINNESOTA

Date of Signatures: 7-18-17

EFFECTIVE DATE 1/1/17

LOCAL UNION NO. 1686,
MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Date of Signatures: 7/18/17

APPENDIX "A"

Section 1.

The following will be the 2017 - 2019 salary scale:

Classification	Effective Date	Hourly Rate		
		90% Start	95% 6 Months	100% Base
Crew Foreman	January 1, 2017	$18.74	$19.78	$20.82
	January 1, 2018	$19.21	$20.27	$21.34
	January 1, 2019	$19.69	$20.78	$21.87
Shop Foreman	January 1, 2017	$18.74	$19.78	$20.82
	January 1, 2018	$19.21	$20.27	$21.34
	January 1, 2019	$19.69	$20.78	$21.87
Sign Person	January 1, 2017	$18.28	$19.30	$20.31
	January 1, 2018	$18.74	$19.78	$20.82
	January 1, 2019	$19.21	$20.27	$21.34
Heavy Equipment Operator	January 1, 2017	$17.83	$18.82	$19.81
	January 1, 2018	$18.27	$19.29	$20.30
	January 1, 2019	$18.73	$19.77	$20.81

BARGAINING UNIT SEASONAL* minimum wage up to scale.

*Bargaining Unit Seasonal salary will apply to any employee who is employed for more than 67 but less than 100 working days in any calendar year.

Section 2.

New employees shall be paid in accordance with the following schedule:

90% of the position rate for the first six (6) months of employment
95% of the position rate for the second six (6) months of employment
100% of the position rate after one (1) year's service.

This schedule will not apply to those employees classified as Bargaining Unit Seasonal.

Section 3. (Amended 2006)

All hours during which an employee is assigned by the County Highway Engineer and/or Maintenance Supervisor to perform the majority of work duties of a higher bargaining unit classification than the one to which she/he is normally assigned shall be compensated at the higher rate of pay.

Section 4. (Added 2012)

Most senior employee in outlying shop will receive a $.20 per hour differential effective January 1, 2012.

Section 5. (Added 2012)

Crew Foreman will receive a $.20 per hour differential effective January 1, 2012.