

AGREEMENT

BETWEEN

THE COUNTY OF LAC QUI PARLE

AND

**COUNCIL NO. 65, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL CIO
(Courthouse Unit)**

January 1, 2020 through December 31, 2022

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ARTICLE I. PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Lac Qui Parle, hereinafter called the Employer, and Council No. 65, American Federation of State County and Municipal Employees, AFL - CIO, hereinafter called the Union.

- 1.1 It is the intent and purpose of this Agreement to:
 - 1.1.1 Express in written form the complete Agreement between the parties on hours, wages, and other conditions of employment, and to specify the duration of this Agreement.
 - 1.1.2 Establish procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this Agreement.
 - 1.1.3 Establish the foundation for a harmonious and effective labor management relationship.
- 1.2 The parties recognize that this Agreement is not intended to modify any of the authority vested in the County of Lac Qui Parle by the statutes and laws of the State of Minnesota.
- 1.3 The Employer and the Union through this Agreement shall continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE II. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Chapter 179A for employees in the following bargaining unit as identified by the Bureau of Mediation Services, Certification of Exclusive Representative, dated October 17, 2000, BMS Case No. 00-PCE-1713, as follows:
 - All employees of the Lac Qui Parle County Courthouse, Madison, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, Subd. 14, excluding confidential and supervisory employees.
- 2.2 In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The Employer shall not enter into any agreement with 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.

- 2.4 The parties agree that no discrimination shall be exercised against any employee because of Union membership or non-membership, or because of race, creed, color, sex, sexual orientation, religious beliefs or political beliefs.

ARTICLE III. DEFINITIONS

- 3.1 **Base pay rate:** The employee's basic hourly or monthly pay rate exclusive of overtime premium, shifted premium, longevity, or any other special allowances.
- 3.2 **Continuous service:** Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.
- 3.3 **Days:** Unless otherwise indicated, means working days. (Monday through Friday exclusive of holidays).
- 3.4 **Demotion:** A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- 3.5 **Department:** A division of Lac Qui Parle County government.
- 3.6 **Emergency:** A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- 3.7 **Employee:** A member of the exclusively recognized bargaining unit defined in this Agreement.
- 3.8 **Employer:** Lac Qui Parle County Board of Commissioners or County Board Personnel Subcommittee.
- 3.9 **Layoff:** Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- 3.10 **Leave of Absence:** An approved absence from work duty during a scheduled work period with or without compensation.
- 3.11 **Regular Employee:** A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.
- 3.12 **Probationary Period:** The first six (6) months of service of newly hired or rehired employees.

- 3.13 Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- 3.14 Pyramiding: The payment of more than one form of premium compensation for the same hours of work.
- 3.15 Seasonal Employee: An employee hired on a seasonal basis, as designated by the Employer, in a position with little prospect for continued employment. Such employee shall earn the salary rate established by the County Board, not to exceed the starting rate for the classification set forth in Appendix A for seasonal employees and shall not receive any other benefits.
- 3.16 Seniority: Length of service established by Article VI.
- 3.17 Temporary Employee: An employee hired on a temporary basis, as designated by the Employer, in a position that has little prospect for continued employment. Such employee shall earn the salary rate established by the County Board, not to exceed the starting rate for the classification set forth in Appendix A for temporary employees and shall not receive any other benefits.
- 3.18 Transfer: A change of employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.19 Union: Council No. 65, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.20 Union Member: A member of Council No. 65, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.21 Exempt Employee: An employee exempt from the overtime provisions of the Fair Labor Standards Act, whose job duties and responsibilities are primarily professional, managerial, and/or executive in nature.
- 3.22 Full-Time Employee: An employee regularly scheduled to work 35 hours or more per week.
- 3.23 Part-Time Employee: Any employee covered by this Agreement who is regularly scheduled to work less than 28 hours per week. Part-time employees are not eligible for benefits.
- 3.24 Intermittent Part-Time Employee: Any employee covered by this Agreement who works on a non-regular basis with hours that vary from week to week.

ARTICLE IV. UNION SECURITY

- 4.1 In recognition of the Union as the exclusive representative, the Employer shall:
 - 4.1.1 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 deduction in a form agreed upon by the Employer and the Union; and
 - 4.1.2 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.
 - 4.1.3 The Employer shall deduct a voluntary fee if the employee authorizes such deduction in writing or if the state/federal law requires such deduction.
- 4.2 The Union agrees to represent all members of the unit fairly and without discrimination.
- 4.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments including attorneys fees brought or issued against the Employer under the provisions of this Article.
- 4.4 The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and designation of successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representative(s).
 - 4.4.1 The Employer agrees to recognize stewards certified by the Union as provided in this Section, subject to the following: Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances to the Employer. A steward shall be allowed a reasonable amount of time during normal working hours without loss of pay to investigate or present a grievance.
 - 4.4.2 Non-employee representatives of the Union, previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer for the purposes of investigating and discussing grievances if they first notify and receive approval from the Employer's Department Head and provided the Union representatives do not interfere with the work of the employees.

4.4.3 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 activities on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without prior approval of the Employer.

4.4.4 The Employer shall make space available to the employee bulletin boards for posting of official Union notices and announcements.

ARTICLE V. EMPLOYER AUTHORITY

5.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities.

5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE VI. SENIORITY

6.1 The Employer shall establish seniority lists, current as of the effective date of this Agreement and updated on or about January 1 of each year. When two or more employees have the same seniority dates, seniority shall be determined by lot

Employee shall have thirty (30) calendar days from the date the list is provided to notify the Employer of any disagreement over the seniority list.

6.2 Seniority shall be determined by the length of compensated service by classification within the bargaining unit. Reduction of the work force will be accomplished on the basis of classification seniority with the least senior employee in the classification laid off first and recalled last. However, an Employee about to be laid off, who has served in an equal or lower paying classification in the bargaining unit shall have the right to bump (displace) the employee with the least seniority in such classification, provided 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 bargaining unit seniority than the employee who is to be bumped. Employees shall be recalled from layoff on the basis of seniority. The Employer shall give written notice to the employee of any proposed layoff at least fourteen (14) days before the effective date of termination of employment. All probationary, part-time and temporary employees shall be laid off first.

- 6.3 All vacancies and newly created positions shall be posted internally for a minimum of seven working days on the employee bulletin board.
- 6.4 The Employer is committed to hiring the most qualified candidate for County Service. When all other qualifications, as determined by the Employer, are equal, the Employer shall select the applicant with the greater service seniority for the job opening.
- 6.5 Positions where incumbents are reclassified or transferred shall not be considered vacant or newly created for the purpose of bidding.

ARTICLE VII. GRIEVANCE PROCEDURE

- 7.1 **Definition of a Grievance:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms or conditions of this Agreement.
- 7.2 **Processing of a Grievance:** It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time off with pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the Employer, who has determined that such absence is reasonable.
- 7.3 **Procedure:** Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and

shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative and the Lac Qui Parle County Personnel Committee. The Committee shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Committee's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4: A grievance not resolved in Step 3 of the grievance process may be presented to the Bureau of Mediation Services (BMS) by mutual agreement. It is recognized by the parties that the intervention of the BMS does not preclude either party from proceeding to arbitration. The use of the BMS is for a possible mediated resolution only.

Step 5: A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the rules and regulations as established by the Bureau of Mediation Services.

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

arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or submission of the briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- 7.5 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
- 7.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, 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.
- 7.7 Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as: Civil Service or Veteran's Preference. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 4 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 4.

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. NO STRIKE/NO LOCK-OUT

- 8.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow-downs, absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.
- 8.2 The Employer shall not lock out unit employees.

ARTICLE IX. PROBATION AND TRIAL PERIODS

- 9.1 All newly hired or rehired employees shall be probationary and shall serve a six (6) month probationary period.
- 9.2 The Employer, at its sole discretion, may discipline or discharge a probationary employee, such action shall not be subject to the grievance procedure.
- 9.3 All employees promoted or transferred to a new position shall serve a six (6) month trial period.
- 9.4 The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion.
- 9.5 For a period of forty-five (45) calendar days, a trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion. After the forty-five (45) day period the employee may request such return but the Employer shall be under no obligation to honor the request.

ARTICLE X. WORK SCHEDULES-PREMIUM PAY

- 10.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 10.2 Work Week: The work week shall be thirty-five (35) hours or forty (40) of work for full-time employees. For those employees employed prior to January 1, 2020, a change in work week from 35 hours to 40 hours will be reached through mutual agreement between the County and employee. Normal work days shall be Monday

through Friday, except for functions operated on a continuous shift basis or requiring departure from the normal schedule.

- 10.3 **Work Day:** The work day for full-time employees shall consist of seven (7) hours of work plus an unpaid one (1) hour meal period normally; or the work day for full-time employees shall consist of eight (8) hours of work plus an unpaid thirty (30) minute meal period normally. In offices that remain open during the noon hour, employees will stagger their meal periods.
- 10.4 **Work Shift:** Work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer.
- 10.5 **Work Schedule Changes:** The Employer shall notify employees five (5) work days in advance of any permanent changes in their work schedules. Temporary changes in work schedules shall be at the Employer's discretion.
- 10.6 **Rest Breaks:** Employees shall be granted two paid fifteen (15) minute rest breaks per work shift, one break toward the middle of each one-half work shift, at times designated by the Employer.
- 10.7 **Overtime:** All hours worked by non-exempt employees in excess of forty (40) per week shall be considered overtime. For purposes of computing overtime, the work week shall begin at 12:01 a.m. Sunday.
- 10.8 **Non-compensated leave of absence hours; sick leave; compensatory time; and vacation hours shall not be included in the work hours per week required to qualify for overtime premium. All compensated non-worked hours shall not be counted towards the minimum necessary for overtime.**
- 10.9 **No Pyramiding of Hours:** 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.
- 10.10 **Overtime Rate:** All non-exempt employees shall be compensated for all overtime hours worked at the rate of time and one-half (1 ½) the employee's base pay rate.
- 10.11 **Call Back:** An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at the appropriate rate. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum.

ARTICLE XI HOLIDAYS

- 11.1 **Regular full-time employees shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the**

last assigned work day preceding the holiday and the first assigned work day following the holiday.

11.2 Designated holidays are as follows:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday After Thanksgiving	
Christmas Eve (One half day)	December 24 (only if it falls on Monday, Tuesday, Wednesday or Thursday)
Christmas Day	December 25

The half-day holiday designated on Christmas Eve is a designated holiday for the latter half of the work shift only.

11.3 Non-exempt employees assigned and required by the Employer to work on a holiday as designated in this Article, shall receive overtime compensation at one and one half (1 ½) times the base pay rate for hours worked, plus holiday compensation at their base pay rate, but in no case shall the total compensation exceed two and one half (2 ½) times the employee's base pay rate.

11.4 When a holiday as designated in this Article except for Christmas Eve, falls on Sunday, the following day (Monday) shall be considered the holiday for employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the holiday for employees.

11.5 Holidays which occur within an employee's approved and compensated vacation or sick leave will not be chargeable to the employee's vacation or sick leave time. Employees will not receive holiday pay for holidays occurring while on an unpaid leave of absence.

11.6 Regular part-time employees regularly scheduled to work a minimum of twenty eight (28) hours per week in one department shall receive holidays on a pro rata basis to be applied on an individual holiday basis.

ARTICLE XII. VACATIONS

- 12.1 All full-time employees shall be eligible for vacation leave benefits at their current base pay rate. Probationary employees shall accrue, but not use, vacation during the probationary period.
- 12.2 Regular full-time employees shall accrue vacation benefits in accordance with the following schedule, provided that vacation leave shall only accrue when an employee is on compensated payroll status:

Length of Completed Service	Hours Per Pay Period (Bi-weekly) for 35-Hour Employees	Hours Per Pay Period (Bi-weekly) for 40-Hour Employees
Less than 3 years	3.23	3.69
3 years but less than 10 years	4.04	4.62
10 years but less than 15 years	4.85	5.54
15 years but less than 20 years	5.65	6.46
20 years or more	6.46	7.38

Hours earned during the current pay period shall be available for the employee to use on the first day of the following pay period.

- 12.3 When continuous length of service reaches a point entitling the employee to the next higher rate, the new rate will commence on the first day of the pay period following the date of eligibility.
- 12.4 Vacation credit shall be allowed to accumulate to a maximum of three hundred twenty (320) hours for 35-hour work week employees, and four hundred (400) for 40-hour work week employees. Accrued vacation in excess of the maximum as of December 31 of each year shall be lost to the employee.
- 12.5 Employees shall not be entitled to receive cash payment in lieu of leave for unused accumulated vacation leave hours, except in event of termination. An employee may not use more than 10 consecutive days of accrued vacation immediately prior to the severance of their employment. Upon complete termination of employment, employees shall be paid for the unused accumulated vacation leave to their credit. Any vacation severance due to a terminating employee shall be paid at the employee's base rate at the time of termination. Payment for vacation or other severance may be withheld if the employee is in any way indebted to the County or in possession of County equipment or property.
- 12.6 Vacation time off shall be approved by the department head. Vacation time off may be denied if the department head determines that the needs of the department will not be served if the time off is granted.

- 12.7 Employees regularly scheduled to work 35-hour work weeks shall be entitled to take twenty-one (21) hours of accumulated sick leave as personal leave days during each calendar year, with the approval of the Department Head. Employees regularly scheduled to work 40-hour work weeks shall be entitled to take twenty-four (24) hours of accumulated sick leave as personal leave days during each calendar year, with the approval of the Department Head.
- 12.8 Regular part-time employees regularly scheduled to work a minimum of twenty eight (28) hours per week in one department shall earn vacation leave on a pro rata basis.

ARTICLE XIII. SICK LEAVE

- 13.1 .
Effective on or about March 1, 2020, sick leave shall be earned by regular full-time employees at the following rate for each payroll period:
- 35-hour employees shall accrue 3.23 hours per pay period.
 - 40-hour employees shall accrue 3.69 hours per pay period.
- 13.2 Sick leave benefits shall only accrue when an employee is on compensated payroll status.
- 13.3 Unused earned sick leave may be accumulated to a maximum of eight hundred forty (840) hours.
- 13.4 Sick leave may be authorized on the basis of application therefore, approved by the Employer, for illness or injury of the employee, medical dental or chiropractic treatment necessitating the employee's absence; medical care of immediate family; isolation to minimize the threat or spread of contagious disease (legal quarantine); disability of the employee; and pre and post-natal care of the employee. Immediate family, for the purposes of this Section, shall mean the employee's spouse, parents, children, grandchildren, and other members living in the employee's household.
- 13.5 Sick leave usage shall be subject to approval and verification by the Employer, who may require the employee to furnish a report from a recognized medical authority attesting to the necessity of the leave, and other information the Employer deems necessary.
- 13.6 To be eligible for sick leave payment, an employee must notify his/her designated supervisor at least one (1) hour prior to the starting time of his/her scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- 13.7 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, daughter, brother or sister or any step family member, the employee may be granted up to three (3) days leave paid plus up to three (3) days sick leave. Not more than two (2) days sick leave may be taken in the event of the death of any other relative either by birth or marriage. One half day sick leave may be used to attend the funeral of a fellow employee or a former employee at the discretion of the department head.

- 13.8 The Employer may require an employee who is absent from duty to undergo a medical evaluation and furnish a report from an appropriate medical authority, that will enable the Employer to determine the employee's fitness for performance of his/her duties. When it is determined that the employee's absence from duty is unnecessary, Employer may require the employee to either return to work or resign.
- 13.9 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment.
- 13.10 Claiming sick leave when physically fit, except as spelled out in this policy, may be cause for disciplinary action, including demotion or dismissal.
- 13.11 Upon severance of employment, except for dismissal for cause, all non-elected, permanent and permanent part-time employees shall be entitled sick leave severance pay based on the following years of services: For more than 10 years of service 25% of accrued sick leave; for more than 15 years of service 37.5% of accrued sick leave; and for more than 20 years of service 50% of accrued sick leave. In no event shall sick leave severance pay for such employee exceed \$3,000. 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 in January of the year following severance. In no event shall sick leave be converted to vacation leave.
- 13.12 Transfer of Sick-Vacation Time. Employees may transfer vacation and/or sick leave as a means of providing support and assistance to a co-worker during a time of catastrophic illness in accord with the Lac Qui Parle County Personnel Policy.
- 13.13 Injury on Duty/Worker Compensation: 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, provided 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 the Minnesota Statutes, Chapter 176.102, the Employer shall guarantee an employee the right to return to employment in the same or equal work classification with 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.

- 13.14 Regular part-time employees regularly scheduled to work a minimum of twenty eight (28) hours per week in one department shall earn sick leave on a pro rata basis.

ARTICLE XIV. LEAVES OF ABSENCE

- 14.1 General Conditions: To the extent possible, requests for leaves shall be made by employees prior to the beginning of the periods of absence, and no payment for any absence shall be made until the leave is properly approved. An employee on an approved leave of absence may cancel the leave and return to work early with the approval of the Employer. The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at anytime the Employer finds the employees using the leave for purposes other than those specified at the time of approval.
- 14.2 Employer shall continue to pay its share of insurance benefits as provided by Article XVII, for employees on leave of absence with pay and for employees on an unpaid leave of absence under the Federal Family Medical Leave Act. Employees on leaves of absence without pay which are not taken in accordance with the Federal Family Medical Leave Act who are eligible to participate in the insurance coverages and who choose to participate while on leave shall be able to do so, but shall pay the full premium costs of such coverages. Employees on approved paid leave of absence shall continue to accrue classification seniority. Employees on leave without pay shall retain all unused, accrued vacation and sick leave, shall not accrue additional vacation, sick leave or seniority during their leave and may not utilize such benefits during the period of leave.
- 14.3 Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the step of the salary schedule where he/she was when the leave began, with any adjustments added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the other on the salary schedule, or toward length of service required to complete a probationary period.
- 14.4 Military Duty Leave: In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of the active duty required for such training, not to exceed fifteen (15) calendar days per calendar year. The employee shall present the Employer with official copies of

the order received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.

14.5 Jury Duty: Employees shall be granted leave of absence anytime they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for each day of jury duty. If an employee is excused from court duty prior to the end of the work shift, the employee shall return to work as directed by the County or make arrangements for a leave, with or without pay. Employees subpoenaed as a witness in an official capacity or for County related business will receive their normal compensation, less any fees exclusive of expenses, unless the action is instituted by the employee. Any voluntary absence to testify in litigation, not in the status of an employee, shall not qualify for any compensation and the employee shall arrange for a leave, with or without pay. Any party to a lawsuit, not connected to county duties shall not qualify for compensation and the employee shall arrange for a leave, with or without pay.

14.6 Leaves Without Pay: At the discretion of the Employer, a leave of absence without pay for medical or other reasons may be granted to an employee requesting such leave in writing.

14.6.1 Parental Leave: Such leave shall be granted according to state law.

14.6.2 Leaves for school conferences, voting, personal matters and leave pursuant to the Family Medical Leave Act (FMLA) shall be administered in accord with the Lac Qui Parle County Personnel Policy.

14.6.3 Union Business: Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the department.

ARTICLE XV. ABSENCE WITHOUT LEAVE

15.1 Any absence of an employee from scheduled duty that is not promptly reported to and authorized by the Employer shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action and any employee absent without leave for two (2) consecutive days shall be deemed to have resigned his/her employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence, if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE XVI. ALLOWANCES

- 16.1 Automobile Allowance: Employees shall use the County car, when available, when engaged in County work. If the County car is not available, employees required by the Employer to use their personal cars while engaged in County work shall be entitled to reimbursement at the rate established by the Lac Qui Parle County Board of Commissioners. Employees electing to use their private vehicle when the County car is available will be reimbursed at 50% of the normal reimbursement rate established by the Lac Qui Parle County Board of Commissioners.
- 16.2 Employees shall be reimbursed for expenses incurred as part of their employment pursuant to the Lac Qui Parle County Personnel Policy Manual.

ARTICLE XVII. INSURANCE

- 17.1 Life Insurance: Employer agrees to pay the premium for \$30,000 term life insurance policy for each regular full-time employee.
- 17.2 Health Insurance: Effective January 1, 2020, 2021 and 2022, 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 2020, the Employer shall contribute up to \$777.00 per month toward the single monthly premium of the higher cost VEBA plan (currently VEBA #823) and up to \$1,208.50 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, 2020, the Employer shall contribute up to \$783.00 per month toward the single monthly premium of the lowest cost VEBA plan (currently VEBA #850) and up to \$1,224.00 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, 2020, the Employer shall contribute up to \$883.00 per month toward the single monthly premium of the HSA plan (currently HSA #850) and up to \$1,424.00 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, 2021 and 2022, 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 2021 and 2022, 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.

- 17.3 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.
- 17.4 In the event of retirement or severance from employment, other than a dismissal, an employee may continue their current coverage under the County's group health insurance policy at their sole cost and expense. Said coverage may continue until he or she becomes eligible for a different group policy or reaches the age of 65 at which time health insurance coverage under the County policy shall automatically terminate. To qualify for continued health insurance coverage, the employee must be a permanent full time employee with 30 years of continuous service, or a permanent full time employee who has reached the age of 55 years and has been a permanent full time employee for the preceding 10 years, or otherwise qualifies under Minnesota Statute 471.61 or other related statutes.

An employee who elects continued coverage under the County's group health insurance plan shall be required to pay the premiums to the County Auditor-Treasurer Office in advance of premium due date. Failure to make the required payment in a timely fashion will result in termination of coverage and future eligibility.

ARTICLE XVIII. RIGHT OF SUBCONTRACT

- 18.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement.
- 18.2 In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the lay off of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than fifteen (15) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the unit.

ARTICLE XIX. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 19.1 This Agreement shall represent the complete Agreement between the Union and Employer.
- 19.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

ARTICLE XX. DISCIPLINE AND DISCHARGE

- 20.1 Employer shall have the right to impose disciplinary actions on employees for just cause. Discipline will be in the form of: a) oral reprimand; b) written reprimand; c) suspension; d) demotion; e) discharge. Both the Employer and the Union agree that the above list of types of discipline is not meant to imply a sequence of events.
- 20.2 Employees who are suspended or discharged shall be notified of such action in writing.
- 20.3 Probationary employees may be dismissed at anytime, without cause, at the discretion of the Employer. Such action shall not be subject to the grievance procedure.
- 20.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 20.5 An employee shall be allowed Union representation at any step of the discipline procedure or any investigation which could lead to disciplinary action. The Employer shall have no obligation to inform or advise an employee of the provisions of this Section.

ARTICLE XXI. SALARY RATES

- 21.1 Employee shall be compensated in accordance with the schedules attached hereto as Appendix A.
- 21.2 New employees shall normally be paid at the minimum of the salary range for their classification, however, the Employer may pay a new employee at a higher step of

the salary range if it determines such higher placement is justified by qualifications of the new employee.

- 21.3 Any new position created by the Employer that is within the bargaining unit as described in Article II will be submitted to the Union for concurrence or negotiation of placement on the salary schedule.
- 21.4 An employee promoted from one work classification to a higher work classification shall be placed on the step that realizes the most immediate wage increase.

ARTICLE XXII. LONGEVITY

- 22.1 Regular employees will receive longevity pay as follows:
 - 1% to employees having completed two (2) or more years of continuous service;
 - 4% to employees having completed seven (7) or more years of continuous service;
 - 7% to employees having completed eight (8) or more years of continuous service;
- 22.2 New employees hired after January 1, 2006 will receive longevity as follows:
 - 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 having 30 or more years of continuous full-time service.
- 22.3 The longevity benefit shall be a percentage of the eligible employee's annual base pay for the calendar year in which the benefit is paid. Regular part-time employees will receive longevity based on years of continuous service.
- 22.4 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 payment 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 XXIII. SAVINGS CLAUSE

23.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and Lac Qui Parle County. 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 provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE XXIV. TERM OF AGREEMENT

24.1 This Agreement shall be in full force and effect from January 1, 2020 to December 31, 2022, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by October 1 prior to the anniversary date that it desires to modify or terminate this Agreement.

Adopted Date: 5/19/20

Effective Date: 1/1/20

BOARD OF COUNTY COMMISSIONERS
LAC QUI PARLE COUNTY, MINNESOTA

LOCAL 1686, COUNCIL 65,
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

DeRon Brehmer

Paul [Signature]

[Signature]

Joe McMahon - Labor Rep.

APPENDIX A

General Wage Adjustments:

3/1/2020 2.5% general wage increase
 2021 2.5% general wage increase
 2022 2.5% general wage increase

Following initial hiring, employees are eligible for the following wage increases upon reaching the stated length of service:

Classification		100% Base	1.50%	1.50%	3%	3%
		Start	Step A 2 Years	Step B 4 Year	Step C 8 Year	Step D 12 Year
Appraiser Trainee	January 1, 2020	\$ 18.42	\$ 18.70	\$ 18.98	\$ 19.55	\$ 20.13
	January 1, 2021	\$ 18.88	\$ 19.16	\$ 19.45	\$ 20.03	\$ 20.64
	January 1, 2022	\$ 19.35	\$ 19.64	\$ 19.94	\$ 20.54	\$ 21.15
Appraiser I	January 1, 2020	\$ 18.72	\$ 19.00	\$ 19.29	\$ 19.86	\$ 20.46
	January 1, 2021	\$ 19.19	\$ 19.48	\$ 19.77	\$ 20.36	\$ 20.97
	January 1, 2022	\$ 19.67	\$ 19.96	\$ 20.26	\$ 20.87	\$ 21.50
Appraiser II	January 1, 2020	\$ 20.25	\$ 20.56	\$ 20.87	\$ 21.49	\$ 22.14
	January 1, 2021	\$ 20.76	\$ 21.07	\$ 21.39	\$ 22.03	\$ 22.69
	January 1, 2022	\$ 21.28	\$ 21.60	\$ 21.92	\$ 22.58	\$ 23.26
Appraiser III	January 1, 2020	\$ 23.20	\$ 23.55	\$ 23.90	\$ 24.62	\$ 25.36
	January 1, 2021	\$ 23.78	\$ 24.14	\$ 24.50	\$ 25.23	\$ 25.99
	January 1, 2022	\$ 24.37	\$ 24.74	\$ 25.11	\$ 25.86	\$ 26.64
Chief Deputy Recorder	January 1, 2020	\$ 17.50	\$ 17.76	\$ 18.03	\$ 18.57	\$ 19.13
	January 1, 2021	\$ 17.94	\$ 18.21	\$ 18.48	\$ 19.03	\$ 19.61
	January 1, 2022	\$ 18.39	\$ 18.66	\$ 18.94	\$ 19.51	\$ 20.10
License Center Specialist	January 1, 2020	\$ 18.12	\$ 18.39	\$ 18.67	\$ 19.23	\$ 19.80
	January 1, 2021	\$ 18.57	\$ 18.85	\$ 19.13	\$ 19.71	\$ 20.30
	January 1, 2022	\$ 19.04	\$ 19.32	\$ 19.61	\$ 20.20	\$ 20.81
Environmental Assistant	January 1, 2020	\$ 17.50	\$ 17.76	\$ 18.03	\$ 18.57	\$ 19.13
	January 1, 2021	\$ 17.94	\$ 18.21	\$ 18.48	\$ 19.03	\$ 19.61
	January 1, 2022	\$ 18.39	\$ 18.66	\$ 18.94	\$ 19.51	\$ 20.10
Office Support Specialist	January 1, 2020	\$ 18.12	\$ 18.39	\$ 18.67	\$ 19.23	\$ 19.80
	January 1, 2021	\$ 18.57	\$ 18.85	\$ 19.13	\$ 19.71	\$ 20.30
	January 1, 2022	\$ 19.04	\$ 19.32	\$ 19.61	\$ 20.20	\$ 20.81

In order to be eligible for the term-based wage increases, the employee must have received a satisfactory rating at a performance evaluation within the past year. The employee's supervisor must notify payroll staff if a term-based wage increase will be delayed due to unsatisfactory employee performance.

Active employees with at least two years of service as of January 1, 2020, will be eligible for Step A on March 1, 2020. Those employees will be eligible for Step B after an additional 2 years; Step C after an additional 4 years and Step D after an additional 4 years of service.

Active employees with at least four years or more of service as of March 1, 2020, will be eligible for Step B on March 1, 2020. Those employees will be eligible for Step C after an additional 4 years and Step D after an additional 4 years of service.

Employees hired on or after January 1, 2020 will be eligible for Step A after two years of service, Step B after an additional 2 years of service; Step C after an additional 4 years of service and Step D after an additional 4 years of service.

Active employees with less than one year of service as of January 1, 2020, will be moved to the Start Base Step on March 1, 2020. Those employees will be eligible for Step A on their two year anniversary date. Those employees will be eligible for Step B after an additional 2 years of service; Step C after an additional 4 years of service and Step D after an additional 4 years of service.