

**LABOR AGREEMENT**

between

**OTTER TAIL COUNTY  
OF THE STATE OF MINNESOTA**

and

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

**LOCAL UNION NO. 1830**

**JANUARY 1, 2017 THROUGH DECEMBER 31, 2019**

TABLE OF CONTENTS

ARTICLE 1 PURPOSE OF AGREEMENT..... 1

ARTICLE 2 RECOGNITION..... 1

ARTICLE 3 DEFINITIONS..... 1

ARTICLE 4 EMPLOYER AUTHORITY..... 2

ARTICLE 5 UNION SECURITY..... 2

ARTICLE 6 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE..... 3

ARTICLE 7 HOURS OF WORK..... 5

ARTICLE 8 OVERTIME..... 6

ARTICLE 9 HOLIDAYS..... 7

ARTICLE 10 VACATIONS..... 8

ARTICLE 11 SICK LEAVE, HEALTH CARE SAVINGS PLAN, LEAVES OF ABSENCE..... 9

ARTICLE 12 INSURANCE..... 11

ARTICLE 13 PROBATIONARY PERIOD..... 12

ARTICLE 14 SENIORITY..... 12

ARTICLE 15 DISCIPLINE..... 13

ARTICLE 16 RESIGNATIONS..... 14

ARTICLE 17 WAGES..... 14

ARTICLE 18 SAFETY, CLOTHING..... 15

ARTICLE 19 WORKERS COMPENSATION..... 16

ARTICLE 20 VIOLENCE AND HARASSMENT..... 17

ARTICLE 21 DRUG AND ALCOHOL TESTING..... 17

ARTICLE 22 FAMILY AND MEDICAL LEAVE ACT..... 17

ARTICLE 23 WAIVER..... 17

ARTICLE 24 SAVINGS CLAUSE..... 18

ARTICLE 25 JOINT PREPARATION OF AGREEMENT..... 18

ARTICLE 26 DURATION..... 18

APPENDIX A - Classification, Position and Grade..... 20

APPENDIX B - Salary Schedules for 2017, 2018, and 2019..... 21

## ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into by and between Otter Tail County, the State of Minnesota, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees, Local 1830, hereinafter called the Union. It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

## ARTICLE 2 RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent under Minnesota Statutes §179A.12, for all maintenance employees in the Otter Tail County Highway Department who meet the definition of an "employee" under Minnesota Statutes §179A.03, Subd. 14.

## ARTICLE 3 DEFINITIONS

- 3.1 UNION: The American Federation of State, County and Municipal Employees, Local 1830.
- 3.2 EMPLOYER: Otter Tail County or its representative.
- 3.3 UNION MEMBER: A member of AFSCME Local 1830.
- 3.4 EMPLOYEE: A member of the bargaining unit covered by this Agreement.
- 3.5 REGULAR EMPLOYEE: Employee who has completed a one (1) year probationary period.
- 3.6 PROBATIONARY EMPLOYEE: Employee who has not completed the probationary period. During the probationary period, probationary employees are employed "at will" and cannot avail themselves of the grievance procedure in Article 6 contesting any termination process.
- 3.7 SENIORITY: Length of continuous service with the Employer, including service, departmental and classification seniority as further defined in Article 14 of this Agreement.
- 3.8 UNION STEWARD: Duly appointed or elected steward of AFSCME Local 1830.
- 3.9 ANNIVERSARY DATE: Date of original hire from which continuous employment is maintained, less day for day adjustment for unpaid leaves of absence.

- 3.10 **CLASS:** One or more positions sufficiently similar in the duties performed; degree of supervision exercised or required; minimum qualifications of training, experience, or skill; and such other characteristics that the same job title, the same tests of fitness, and the same schedule of compensation may be applied with equality to all of the positions.
- 3.11 **DEMOTION:** A change by an employee from a position in one class to a position in another class with less responsible duties and a lower salary range.
- 3.12 **PROMOTION:** A change of an employee from a position in one class to a position in another class with more responsible duties and a higher salary range.
- 3.13 **TRANSFER:** The movement of a probationary or permanent employee from a position in one class to another position in the same class in the same or different county agency or to a position in a different class in the same or different county agency that has a comparable work value.

#### ARTICLE 4 EMPLOYER AUTHORITY

- 4.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial functions not specifically limited by this Agreement.
- 4.2 Any term or 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.
- 4.3 The Employer may require that all maintenance employees possess and provide proof of a valid Minnesota driver's license of appropriate classification and may periodically review the driving records with the Minnesota Department of Public Safety of each maintenance employee who is allowed to operate county owned vehicles.

#### ARTICLE 5 UNION SECURITY

- 5.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 5.2 The Employer shall deduct from the pay of those employees who are not Union members a fair share fee that does not exceed eighty-five (85) percent of the regular monthly Union dues and shall remit such monies to the duly designated officer of the Union. Deductions shall commence on the first pay period after the first full month of employment.

- 5.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken under Sections 5.1 and 5.2 of this Article.
- 5.4 The Union may designate employees from the bargaining unit to act as steward(s) and alternate(s), and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 5.5 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 5.6 Union representatives shall have access to the premises of the Employer at reasonable times and subject to reasonable rules in connection with official Union business.

## ARTICLE 6 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

### 6.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

### 6.2 UNION REPRESENTATIVE

The Employer will recognize representatives designated by Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and their successors when so designated by 5.5 of this Agreement.

### 6.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited 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 a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

### 6.4 PROCEDURE

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following schedule:

STEP 1. An employee claiming a violation concerning the interpretation or application of the Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-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, 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. The Employer-designated representative 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 Employer-designated representative'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 unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration and subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services (BMS). By mutual agreement, both parties can request involvement of a BMS mediator to hear and resolve the grievance. If either side does not agree to the mediation process, either party may request arbitration within ten (10) days after either party's written notification to the other of their intent not to participate in the mediation process by serving a written notice on the other party of their intention to proceed with arbitration.

## **6.5 ARBITRATOR'S AUTHORITY**

- A.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues 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.
- B.** 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 the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or

application of the express terms of the Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne 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.

#### 6.6 WAIVER

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

#### 6.7 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 to either Step 4 of Article 6, or a procedure such as Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 6 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 an appeal through Step 4 of Article 6.

### ARTICLE 7 HOURS OF WORK

- 7.1 The Employer shall be the sole authority in establishing work schedules.
- 7.2 The normal work day shall consist of eight (8) or nine (9) hours.
- 7.3 The normal work week shall consist of forty (40) hours, Monday through Friday.
- 7.4 The normal work day shall commence at 8:00 a.m. and shall end at 4:30 p.m., with a thirty (30) minute lunch break, except as provided by paragraph 7.5, and that in the case of an emergency, as determined by the Employer, an employee may be required to work hours different than those above.
- 7.5 During the months of May through September, the work schedule may be modified to require four (4) nine (9) hour work days plus four (4) hours of work on Friday morning.

Both the Union and the Department Head must agree in writing to this modification before it is implemented.

- 7.6 Full-time employees shall be guaranteed a forty (40) hour work week. Therefore, in the event of work reduction, the Employer will be required to lay off employees.

#### ARTICLE 8 OVERTIME

- 8.1 For employees scheduled to work eight (8) hours per day, all hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of one and one-half times the employee's regular straight time hourly rate of pay. For employees scheduled to work nine (9) or more hours per day, only those hours worked in excess of forty (40) hours per week shall be paid at time and one-half.
- 8.2 An employee may only work overtime hours with prior approval from his group leader, as authorized by the Maintenance Supervisor or the County Highway Engineer.
- 8.3 In computing overtime due under this Article, there shall be no pyramiding, duplicating, or compounding of overtime due on a daily basis with overtime due on a weekly basis.
- 8.4 No employee will be required to take time off during his regular work week to avoid payment of overtime.
- 8.5 Qualified regular employees shall be offered the opportunity to perform overtime work prior to the offering of overtime to probationary or retired callback employees.
- 8.6 An employee who is called to work during his scheduled off-duty time shall receive a minimum of three (3) hours pay at the rate of time and one-half (1-1/2). An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three hours minimum nor premium rate.
- 8.7 An employee may elect to convert hours of overtime worked in a calendar year to compensatory time off, in lieu of payment, in accordance with the following terms. Compensatory time shall be accumulated at a rate of one and one-half times overtime hours worked for equivalent time off. All overtime hours worked in a calendar year and not converted to compensatory time off shall be paid at the overtime rate provided in Section 8.1.
- A. An employee electing to receive compensatory time in lieu of payment must notify payroll in writing prior to the month during which the compensatory time shall be accumulated. The employee shall be required to commit to this option for the entire calendar month, and the employee may revert to receiving cash payment for overtime by giving written notice prior to the beginning of a calendar month. An employee may accumulate and maintain a maximum of forty (40) hours of compensatory time. No compensatory time may be carried over to the next calendar year. Any compensatory time not utilized by December 31 of a calendar year will be paid out to the employee's Health Care Savings Plan as provided in Section 11.4.A.



- B. Use of compensatory time must be approved by the employee's supervisor. Requests for compensatory time off must be provided with sufficient advance notice to avoid interference with the operations of the department. In the event of a conflict between employees for the scheduling of compensatory time off, seniority shall govern.

#### ARTICLE 9 HOLIDAYS

- 9.1 All permanent employees shall be entitled to paid holidays as defined in Minnesota Statutes §645.44, Subd. 5, as that section may from time to time be amended. Current holidays as listed in State Statutes and additional holidays are as follows:

New Year's Day (January 1)  
Martin Luther King Day (3rd Monday in January)  
President's Day (3rd Monday in February)  
Good Friday  
Memorial Day (last Monday in May)  
Independence Day (July 4)  
Labor Day (1st Monday in September)  
Veterans Day (November 11)  
Thanksgiving Day (4th Thursday in November)  
Friday after Thanksgiving  
Christmas Eve Day (December 24)  
Christmas Day (December 25)

- 9.2 In order to qualify for the holiday pay under 9.1, an otherwise qualified employee must not be on an unpaid status. Holiday pay consists of eight (8) hours per holiday.

- 9.3 Employees eligible for the holiday pay provided by Section 9.1 of this Article who work on any such holiday shall receive the paid holiday pay plus pay at one and one-half (1-1/2) times their regular straight time hourly rate of pay for all hours worked on such holidays.

- A. In lieu of the above holiday pay, in the event that an employee is required to work on Thanksgiving Day (4<sup>th</sup> Thursday in November), Christmas Eve Day (December 24) or Christmas Day (December 25), they shall receive the paid holiday pay plus pay at two (2) times their regular straight time hourly rate of pay for all hours worked on these identified holidays.

- 9.4 A holiday falling on Saturday shall be observed on the preceding Friday, and a holiday falling on Sunday shall be observed on the following Monday.

- 9.5 Should Christmas Day fall on Saturday, the preceding Thursday shall be observed as December 24, and should Christmas Day fall on Sunday, the preceding Friday shall be observed as December 24.

- 9.6 Holidays not worked shall be counted as time worked for purposes of computing weekly overtime.
- 9.7 A paid holiday which occurs during a regular employee's vacation period shall add a day to his vacation time.

ARTICLE 10 VACATIONS

- 10.1 Regular and probationary employees earn vacation at the rate indicated:

First year employment	6.67 hours/month
Second year employment	7.33 hours/month
Third year employment	8.00 hours/month
Fourth year employment	8.67 hours/month
Fifth year employment	9.33 hours/month
Sixth year employment	10.00 hours/month
Seventh year employment	10.33 hours/month
Eighth year employment	10.67 hours/month
Ninth year employment	11.00 hours/month
Tenth year employment	11.33 hours/month
Eleventh year employment	11.67 hours/month
Twelfth year employment	12.00 hours/month
Thirteenth year employment	12.33 hours/month
Fourteenth year employment	12.67 hours/month
Fifteenth year employment	13.00 hours/month
Sixteenth year employment	13.33 hours/month
Seventeenth year employment	13.67 hours/month
Eighteenth year employment	14.00 hours/month
Nineteenth year employment	14.33 hours/month
Twentieth year employment	14.67 hours/month
Twenty-first year employment	15.00 hours/month
Twenty-second year employment	15.33 hours/month
Twenty-third year employment	15.67 hours/month
Twenty-fourth year employment	16.00 hours/month
Twenty-fifth year employment	16.33 hours/month
Twenty-sixth year employment	16.67 hours/month
Twenty-seventh year employment	17.33 hours/month (maximum)

- 10.2 Vacation time may be accumulated up to a maximum of one hundred ninety-two (192) hours. Accumulated vacation in excess of one hundred ninety-two (192) hours will be lost at an employee's anniversary date unless specifically approved by the Department Head.
- 10.3 Employees shall be paid for any unused vacation benefits upon separation from service, subject to Article 16, Resignations.
- 10.4 Vacation benefits shall be pro-rated for regular employees working less than full-time.

- 10.5 Employee shall provide the Department Head with preferences for vacation periods by May of each year, and such preferences shall be approved so far as possible. In case of conflict as to such preferences, seniority shall govern. The Department Head shall post a vacation schedule by May 15.
- 10.6 During the period of winter road maintenance, as established by the Employer, only one maintenance employee at a time may utilize vacation benefits, unless otherwise approved by the Department Head.
- 10.7 If an employee is called back from vacation to work, all vacation time during that week shall count as time worked for the purpose of computing overtime under Article 8.
- 10.8 An employee on vacation who becomes ill or injured may, with proper notification, change leave status to sick leave.

#### ARTICLE 11 SICK LEAVE, HEALTH CARE SAVINGS PLAN, LEAVES OF ABSENCE

- 11.1 Sick leave with pay shall be earned by each regular employee at the rate of eight (8) hours for each full month of service.
- 11.2 Unused sick leave may be accumulated from year to year up to a maximum of nine hundred and sixty (960) hours.
- 11.3 An employee who has accumulated nine hundred and sixty (960) hours of sick leave may bank up to two hundred and forty (240) additional hours sick leave at a rate of four (4) hours for each full month of service to be used only in the event that sick leave accumulated under Section 11.2 has been exhausted. Sick leave accumulated in this bank shall not be used to replenish the maximum accumulation of nine hundred and sixty (960) hours set forth in Section 11.2. Sick leave in this bank may not be used for payment of insurance premiums under Section 12.2.
  - A. An employee who has accumulated 960 hours of sick leave will accumulate additional hours of sick leave at a rate of four (4) hours for each full month of service; these additional hours will be used only for the purpose of contributions to the Health Care Savings Plan, as provided under Section 11.3.B.
  - B. For each month an employee maintains an accumulation of at least 960 hours of sick time, the equivalent of four (4) hours pay will be contributed to their Health Care Savings Plan. This amount will be paid into their plan once a year.
- 11.4 The Employer will allow employees to participate in a Health Care Savings Plan administered by Minnesota State Retirement System (MSRS). The Employer will make contributions on behalf of eligible employees as follows:
  - A. Starting January 1, 2007, all compensatory time accumulated prior to any wage rate increase, as of December 31 of each year, or at the time of termination, will be applied to the Health Care Savings Plan. Any compensatory time requested,

which would exceed the 40 hour maximum authorized in Section 8.7 of this Agreement, will also be applied to the Health Care Savings Plan.

- 11.5 Employees, in good standing, who leave employment after a minimum of ten (10) years, and who do not utilize all their accumulated sick leave, will receive seventy-five percent (75%) of their accumulated sick leave as severance pay, and it will be applied to the Health Care Savings Plan. Accumulations in an employee's sick leave bank are specifically excluded from this provision.
- 11.6 Sick leave shall be granted for the following:
- A. Actual illness.
  - B. Exposure to contagious disease.
  - C. Up to twenty-four hours where an employee is required to care for or attend his immediate family. "Immediate family" for the purposes of this Section shall mean employee's spouse, children, parent(s), sister, brother, grandchildren and grandparents, as the previous are related by blood or marriage. Additional time may be taken with Department Head approval and a doctor's certificate verifying the need for such care or attendance.
  - D. The use of sick leave for routine dental or medical appointments for the employee or the employee's spouse or child is not required unless the appointments total more than three (3) hours in any given month. For the purposes of this Section, the term "child" will be defined as an individual under eighteen (18) years of age or an individual under the age of twenty (20) who is still attending secondary school.
- 11.7 Employees shall notify the office of the Department Head before the start of the scheduled work shift, if possible, when requesting sick leave. Failure to provide such notice may mean denial of sick leave benefits.
- 11.8 Employees may be required to file competent written evidence that they have been absent as authorized under this Article and may be required to prove their physical fitness to perform their duties before returning to work from sick leave.
- 11.9 Up to three (3) days leave with pay shall be allowed an employee in the event of a death in his immediate family, and up to two days (2) additional leave with pay may be allowed where travel is necessary. The Employer may allow such additional leave time as it deems appropriate provided such additional time is charged against the employee's sick leave. For the purposes of this Section, "immediate family" shall be construed to mean employee's spouse, children, parents, sister, brother, grandchildren, grandparents, and great grandparents; as the previous are related by blood or marriage. In the event an employee serves as a pallbearer, eight (8) hours leave with pay shall be granted. An employee attending a funeral not covered by this policy will be required to take vacation time. An employee may use up to four (4) hours of sick leave to attend the funeral of a co-worker within the department.

- 11.10 Claiming sick leave when physically fit, except as permitted in this Article, may be cause for disciplinary action, including loss of sick leave benefits, suspension, demotion, or termination.
- 11.11 Unpaid leaves of absence may be authorized in advance. Any request for a leave of absence shall be submitted in writing by the employee or his/her immediate supervisor. Unless justified by an emergency, a written request must be submitted by the employee in advance. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization or denial shall be furnished in writing to the employee by his/her immediate supervisor.
- 11.12 Military leaves of absence shall be granted in accordance with Federal and State Statutes.

#### ARTICLE 12 INSURANCE

- 12.1 Flexible Benefits Plan. In addition to salary, the Employer offers a Flexible Benefits Plan for 2017 to each regular full-time employee for health insurance and/or other benefits through the Flexible Benefits Plan. This takes effect thirty (30) days after beginning of employment, or in the case of an employee beginning County service other than the first of a month, it shall be thirty (30) days after the first of the month following the month in which he/she becomes employed. The employee must complete a Flexible Benefits Enrollment Form at least fifteen (15) days prior to the effective date of eligibility for the plan. Regular employees working thirty (30) to forty (40) hours per week shall receive a prorated portion of the \$1,200.00 in 2017 per month Employer contribution. Regular employees working less than thirty (30) hours per week are not eligible for participation in the Flexible Benefits Plan. The Employer contribution will be increased to \$1,250.00 per month in 2018, and \$1,300.00 in 2019.
- 12.2 Upon resignation in good standing, employees who have worked less than ten (10) years and have completed their probation period, may use seventy-five percent (75%) of their accumulated sick leave for payment to continue insurance in effect under this Article, subject to approval by the insurance carrier and limited to the required periods of continued health insurance coverage provided by federal and state laws and regulations. Accumulations in the employee's sick leave bank (see Section 11.3) are specifically excluded from this provision.
- 12.3 In the event that the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the County to be subject to a penalty, tax, or fine, either party may request a meet and confer. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. §179A.06, and the rights and obligations of the County shall be subject to the provisions of Minn. Stat. §179A.07.

### ARTICLE 13 PROBATIONARY PERIOD

- 13.1 All newly hired or rehired employees shall serve a one (1) year probationary period, during which time they may be terminated at the sole discretion of the Employer.
- A. During the first six (6) months of their probationary period, employees may not use sick leave benefits, but shall earn such benefits from the first day of continuous employment.
- 13.2 Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment with the Employer.

### ARTICLE 14 SENIORITY

- 14.1 Seniority Lists: Upon request of the Union, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification and department to include and rank in order of highest to lowest seniority, all regular employees in the bargaining unit.
- 14.2 Types of Seniority: There shall be three types of seniority established by the Agreement:
- A. Service Seniority is the total length of continuous service with the County.
- B. Departmental Seniority is the total length of service within a specific department or division of County service.
- C. Classification Seniority is the total length of service within a work classification.
- 14.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.
- 14.4 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:
- A. Layoff, which shall be by classification within a department, in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any employee in a lower classification, provided that the Employer determines the employee who is 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 departmental seniority than the employee who is to be bumped.
- B. Recall from layoff, which shall be by classification within a department, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and Employer, she/he shall automatically have terminated her/his employment. Recall notification shall be by registered or

certified mail to the employee's last known address for an indefinite layoff and shall be contained in the layoff notice for layoffs for a definite period. An employee's name shall be retained on the recall list for two (2) years, at which time all rights to recall shall terminate.

C. The Employer shall issue written notice of an indefinite layoff at least ten (10) calendar days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members. The Employer shall issue written notice of recall from an indefinite layoff to affected employees, providing at least seven (7) calendar days to return to work. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five (45) or more days. The Employer may lay off an employee for a definite period of forty-four (44) days or less by giving written notice to the affected employees.

D. Emergency, provisional, temporary, and limited term employees in the same department and classification shall precede regular employees in layoff. No new employees shall be hired in a work classification within a department where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

14.5 The Employer is committed to hiring and promoting the most qualified candidate for County service. When all other qualifications are equal, the Employer shall select the applicant with the greater departmental seniority for the job opening. Positions where incumbents are reclassified shall not be considered vacant or newly created for the purpose of bidding.

14.6 For a period of seven (7) calendar days prior to filling such vacant or newly created position, the Employer shall post, in a conspicuous place, in the department, notice of all vacant or newly created positions to be filled. Such notices shall state the type of work, the place of work, rate of pay, normal hours to be worked, and the job classification. The seven (7) calendar day posting period may be shortened upon mutual agreement of the Employer and the Union. Any agreement to shorten the posting period shall be put in writing.

A. Route transfers shall be subject to departmental seniority preference among the Employees in the affected garage if mutual agreement cannot be reached between the Union and the Employer.

14.7 An employee promoted or transferred will serve a trial period of ninety (90) days. During the trial period, the employee may request return to a position of comparable duties, number of hours, pay and classification or, if available, the former position.

#### ARTICLE 15 DISCIPLINE

15.1 Disciplinary action may be taken against an employee for just cause. Disciplinary measures include the following: 1) verbal reprimand; 2) written reprimand; 3) suspension; 4) demotion; and 5) discharge.

- 15.2 If a Department Head or Supervisor has reason to reprimand an employee, it will be done in a manner that will not embarrass the employee before other employees or the public. When disciplinary action more severe than a verbal reprimand is intended, the Department Head or Supervisor will, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for the action.
- 15.3 A regular employee shall not be discharged without just cause. A temporary or probationary employee may be discharged at any time.
- 15.4 Any disciplinary action imposed against a regular employee may be processed as a grievance through the regular grievance procedure as set forth in Article 6 of this Agreement.

#### ARTICLE 16 RESIGNATIONS

- 16.1 Employees wishing to resign shall serve notice to the Employer at least two (2) weeks in advance of the proposed resignation. Failure to serve such notice may mean forfeiture of any unused vacation benefits provided by Article 10.

#### ARTICLE 17 WAGES

- 17.1 All employees shall be paid in accordance with Appendix "A" attached hereto and incorporated herein by reference.
- 17.2 Employees temporarily transferred from a job at one rate to a job at a lower rate shall not have their rate of pay reduced thereby until the transfer has been made permanent. For purposes of this Section, a transfer shall be considered permanent after thirty (30) calendar days. Employees temporarily assigned to a higher paid classification will receive a \$1.00 per hour pay differential. If the temporary assignment exceeds fifteen (15) working days, or if the temporary assignment is known to be an extended one exceeding fifteen (15) days from the outset, the assigned Employee will receive the classification paid at the step in the higher classification that represents a four (4) percent increase and then being placed on the next highest step in the higher classification. Temporary group leader assignments will first be offered to the senior employee in the affected group area. Employees who take over for the lead worker in their absence shall receive a \$2.00 per hour pay differential for hours worked in place of the lead worker.
- 17.3 Employees on jury duty will be allowed normal pay and are not eligible for the daily jury fee. Any amount received as jurors' pay shall be turned over to the Employer. Employees will be eligible for compensation for mileage to report for jury duty which exceeds mileage to their normal work station. The Employer shall grant paid leaves of absence for appearances before a Court in response to a subpoena in connection with an employee's official duties, official requests from legislative committee, or other judicial or quasi-judicial body as a witness, court attendance in conjunction with an employee's official duties, and pre-induction examination conducted within the state by any branch of the Armed Forces authorized by law.



- 17.4 Employees shall be reimbursed according to County policy for the use of private vehicles on County business.
- 17.5 Employees shall be paid twice a month.
- 17.6 Meal Reimbursement: Employees required by the Employer to be out of the County of Otter Tail on training, education, official business, or approved work-related meetings shall receive reimbursement for meals at the rate of \$37.00 per day maximum (meals shall not include reimbursement for alcoholic beverages). Upon providing a receipt, employees shall have entitlement to reimbursement for actual costs incurred in three increments throughout the day for each meal missed, i.e. \$10.00 if out of Otter Tail County between the hours of 6:00 a.m. and 9:00 a.m.; \$12.00 between the hours of 11:00 a.m. and 2:00 p.m.; and \$15.00 between the hours of 5:00 p.m. and 8:00 p.m. Employees may aggregate the meal reimbursement amounts during a one-day period, not to exceed the daily maximum of \$37.00.

#### ARTICLE 18 SAFETY, CLOTHING

- 18.1 The Employer shall provide a safe and healthful workplace for all employees and correct all hazards.
- 18.2 In order to achieve a safe and healthful workplace, a safety committee shall be established by the Employer of which at least two members shall be from this bargaining unit.
- 18.3 The safety committee shall be responsible for establishing and reviewing all safety procedures, investigating accidents or injuries, and procuring all necessary safety equipment.
- 18.4 A. The County seeks to insure the safest working conditions possible. Regulations and instructions for employees regarding occupational safety and health are found in the Otter Tail County Policy and Programs to Promote Worker Safety and Health. Employees will sign that they have read and understand the county's policy on safety and are expected to follow strictly all requirements. Suggestions in safety are welcomed from all employees.
- B. Safety is an integral part of each position and the responsibility of each employee. The violation of safety rules and practices may be grounds for disciplinary action.
- C. Employees injured on the job must make a report of such injury as soon as possible to their immediate supervisor. All injuries, however slight, must be reported within twenty-four (24) hours of occurrence. Major incidents, such as death, amputation, loss of consciousness, three or more casualties are to be reported immediately. Department heads are responsible for providing the proper notification to the Personnel Office of all injuries reported by employees of their department. Current forms and procedures are available at the Personnel Office.

- 18.5 The Employer shall provide coveralls, summer work apparel, and chainsaw boots for those employees who are assigned to work that damages clothing, such as mechanics and maintenance crews involved in highway surface asphalt patching.
- 18.6 A. The wearing of approved protective footwear is required for all Otter Tail County employees routinely engaged in activities with exposure to potential foot injury. For example, maintenance of highways, equipment, bridges, facilities, and the handling of materials.
- B. Approved foot protection shall consist of safety toe footwear that meets ANSI Protective Footwear Standard Z-41; Classification I-75. Casual/sportswear "tennis shoe" style footwear is not approved protective footwear.
- C. For additional foot/ankle support and protection, field operation employees are required to wear above the ankle type protective footwear with slip resistant soles.
- D. Approved safety, winter coat or rain coat protection shall consist of garments certified and labeled to meet the requirements per the ANSI Standard for High Visibility Safety Apparel, with a minimum of Class 2.
- E. Employees classified as "Probationary" or "Permanent" are eligible for reimbursement for protective footwear, a safety, reflective winter coat or rain coat up to a maximum of \$250.00 per year. This amount may be carried over into another year, to a maximum of \$500.00.
- F. Employees shall provide to the Maintenance Supervisor the original receipt for the footwear, a safety, reflective winter coat or rain coat and verification that the footwear meets ASTM standards and that the safety, winter coat or rain coat meets the ANSI Standard for High Visibility Safety Apparel, with a minimum of Class 2. The Supervisor will process reimbursement for the footwear.
- G. Exceptions to these requirements must be requested in writing through the Otter Tail County Engineer.

#### ARTICLE 19 WORKERS COMPENSATION

- 19.1 Employees receiving Workers Compensation insurance benefits may utilize earned vacation, sick leave, and compensation time to make up the difference between their normal earnings and the Workers Compensation payment, subject to the following terms:
- A. The use of such earned leave time to make up the difference in hours between the two-thirds Workers Compensation payment and a normal work day is limited to pre-injury accumulated leave time.
- B. The leave time accrued while receiving two-thirds Workers Compensation and one-third accumulated leave time cannot be used until there is a return to work.

- C. Work related injuries may qualify for and be subject to the Family and Medical Leave Act.
- D. After the exhaustion of earned leave time and FMLA leave, the health benefits are the responsibility of the Employee, and limited to continued coverage eligibility required under federal and state laws and regulations.
- E. Seniority will cease to accrue at the date on which an employee has exhausted pre-injury accumulated leave and while on any unpaid leave of absence.

#### ARTICLE 20 VIOLENCE AND HARASSMENT

- 20.1 The Employer has adopted and implemented a Violence and Harassment Policy, as required by law, which shall apply to all employees, subject to amendments adopted during the term of this Agreement.

#### ARTICLE 21 DRUG AND ALCOHOL TESTING

- 21.1 The Employer has adopted and implemented a Drug and Alcohol Policy, as required by law, which shall apply to all employees, subject to amendments adopted during the term of this Agreement.

#### ARTICLE 22 FAMILY AND MEDICAL LEAVE ACT

- 22.1 The Employer has adopted and implemented a Family and Medical Leave Act Policy, as required by law, which shall apply to all employees, subject to amendments adopted during the term of this Agreement.

#### ARTICLE 23 WAIVER

- 23.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 23.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 24 SAVINGS CLAUSE

24.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Otter Tail. In the event any provision of this Agreement shall be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 25 JOINT PREPARATION OF AGREEMENT

25.1 Each party has cooperated in drafting the preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any party on the basis that the party was the drafter.

ARTICLE 26 DURATION

26.1 This Agreement shall be in effect from January 1, 2017, through December 31, 2019, and shall continue in effect from year to year thereafter unless amended by agreement of the parties, or a new contract is renegotiated. All amendments and renegotiations shall be open for discussion between the parties to this contract on August 1 of the last year of its term. It is the intent and desire of the parties to complete any such negotiations during the period from August 1 to December 31 of the year of the negotiations.

IN WITNESS WHEREOF, the parties hereto have set their signatures:

AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO, LOCAL UNION #1830

Ginger Thrasher  
Ginger Thrasher, Staff Representative

Date: March 13, 2017

Pete Anderson  
Union President

Date: March 13, 2017

OTTER TAIL COUNTY

  
County Board Chair

Date: 3/28/2017

  
John Dihsmore, County Administrator

Date: 03/30/17

  
Richard West, Highway Engineer

Date: 3-31-2017

**APPENDIX A – Classification, Position and Grade**

**OTTER TAIL COUNTY HIGHWAY DEPARTMENT**

<b><u>CLASSIFICATION</u></b>	<b><u>POSITION</u></b>	<b><u>GRADE</u></b>
Highway Maintenance Specialist	Highway Maintenance Worker	B21
Highway Maintenance Specialist	Sign Technician	B21
Highway Maintenance Specialist	Mechanic	B23
Highway Maintenance Specialist	Highway Maintenance Group Leader	B23
Highway Maintenance Specialist	Lead Sign Technician	B23
Highway Maintenance Specialist	Lead Mechanic	B25

**APPENDIX B – Salary Schedules for 2017, 2018, and 2019**

**2017 12-Step Compensation Schedule (3% Increase)**

Grade	1	2	3	4	5	6	7	8	9	10	11	12	Grade
A11	14.85	15.59	16.34	17.07	17.81	18.55	19.18	19.79	20.41	21.03	21.64	22.27	A11
	30,888	32,427	33,987	35,506	37,045	38,584	39,894	41,163	42,453	43,742	45,011	46,322	
A12	15.75	16.53	17.32	18.11	18.89	19.68	20.34	20.99	21.65	22.31	22.97	23.63	A12
	32,760	34,382	36,026	37,669	39,291	40,934	42,307	43,659	45,032	46,405	47,778	49,150	
A13	16.67	17.49	18.32	19.16	19.99	20.82	21.52	22.21	22.91	23.61	24.30	25.00	A13
	34,674	36,379	38,106	39,853	41,579	43,306	44,762	46,197	47,653	49,109	50,544	52,000	
B21	17.57	18.45	19.32	20.20	21.08	21.95	22.68	23.41	24.14	24.87	25.61	26.34	B21
	36,546	38,376	40,186	42,016	43,846	45,656	47,174	48,693	50,211	51,730	53,269	54,787	
B22	18.48	19.39	20.32	21.24	22.18	23.08	23.88	24.64	25.41	26.18	26.94	27.72	B22
	38,438	40,331	42,266	44,179	46,134	48,006	49,670	51,251	52,853	54,454	56,035	57,658	
B23	19.38	20.36	21.32	22.29	23.26	24.24	25.04	25.84	26.65	27.46	28.27	29.08	B23
	40,310	42,349	44,346	46,363	48,381	50,419	52,083	53,747	55,432	57,117	58,802	60,486	
B24	20.52	21.55	22.58	23.61	24.64	25.66	26.51	27.36	28.22	29.08	29.93	30.79	B24
	42,682	44,824	46,966	49,109	51,251	53,373	55,141	56,909	58,698	60,486	62,254	64,043	
B31	20.52	21.55	22.58	23.61	24.64	25.66	26.51	27.36	28.22	29.08	29.93	30.79	B31
	42,682	44,824	46,966	49,109	51,251	53,373	55,141	56,909	58,698	60,486	62,254	64,043	
B25	21.89	22.98	24.07	25.17	26.27	27.36	28.27	29.19	30.10	31.00	31.92	32.83	B25
	45,531	47,798	50,066	52,354	54,642	56,909	58,802	60,715	62,608	64,480	66,394	68,286	
B32	21.89	22.98	24.07	25.17	26.27	27.36	28.27	29.19	30.10	31.00	31.92	32.83	B32
	45,531	47,798	50,066	52,354	54,642	56,909	58,802	60,715	62,608	64,480	66,394	68,286	
C41	23.02	24.16	25.34	26.48	27.63	28.78	29.75	30.69	31.66	32.62	33.57	34.54	C41
	47,882	50,253	52,707	55,078	57,470	59,862	61,880	63,835	65,853	67,850	69,826	71,843	
C42	23.94	25.13	26.32	27.53	28.72	29.92	30.91	31.91	32.91	33.91	34.91	35.91	C42
	49,795	52,270	54,746	57,262	59,738	62,234	64,293	66,373	68,453	70,533	72,613	74,693	
C43	24.84	26.10	27.33	28.57	29.81	31.05	32.09	33.12	34.17	35.21	36.21	37.26	C43
	51,667	54,288	56,846	59,426	62,005	64,584	66,747	68,890	71,074	73,237	75,317	77,501	
C44	31.57	33.15	34.72	36.31	37.88	39.46	40.77	42.10	43.40	44.71	46.03	47.35	C44
	65,666	68,952	72,218	75,525	78,790	82,077	84,802	87,568	90,272	92,997	95,742	98,488	
C45	34.22	35.94	37.63	39.35	41.06	42.77	44.20	45.62	47.05	48.47	49.90	51.32	C45
	71,178	74,755	78,270	81,848	85,405	88,962	91,936	94,890	97,864	100,818	103,792	106,746	
C51	31.57	33.15	34.72	36.31	37.88	39.46	40.77	42.10	43.40	44.71	46.03	47.35	C51
	65,666	68,952	72,218	75,525	78,790	82,077	84,802	87,568	90,272	92,997	95,742	98,488	
C52	34.22	35.94	37.63	39.35	41.06	42.77	44.20	45.62	47.05	48.47	49.90	51.32	C52
	71,178	74,755	78,270	81,848	85,405	88,962	91,936	94,890	97,864	100,818	103,792	106,746	
D61	36.42	38.24	40.07	41.88	43.71	45.54	47.05	48.56	50.10	51.60	53.12	54.64	D61
	75,754	79,539	83,346	87,110	90,917	94,723	97,864	101,005	104,208	107,328	110,490	113,651	
D62	38.19	40.10	42.01	43.92	45.84	47.74	49.34	50.92	52.52	54.11	55.70	57.28	D62
	79,435	83,408	87,381	91,354	95,347	99,299	102,627	105,914	109,242	112,549	115,856	119,142	
D63	39.96	41.96	43.96	45.95	47.96	49.94	51.61	53.28	54.94	56.60	58.28	59.95	D63
	83,117	87,277	91,437	95,576	99,757	103,875	107,349	110,822	114,275	117,728	121,222	124,696	
D64	42.17	44.28	46.38	48.49	50.60	52.72	54.48	56.22	57.98	59.73	61.49	63.24	D64
	87,714	92,102	96,470	100,859	105,248	109,658	113,318	116,938	120,598	124,238	127,899	131,539	
D65	44.82	47.05	49.29	51.55	53.79	56.02	57.90	59.76	61.62	63.49	65.35	67.23	D65
	93,226	97,864	102,523	107,224	111,883	116,522	120,432	124,301	128,170	132,059	135,928	139,838	
D71	42.17	44.28	46.38	48.49	50.60	52.72	54.48	56.22	57.98	59.73	61.49	63.24	D71
	87,714	92,102	96,470	100,859	105,248	109,658	113,318	116,938	120,598	124,238	127,899	131,539	
D72	44.82	47.05	49.29	51.55	53.79	56.02	57.90	59.76	61.62	63.49	65.35	67.23	D72
	93,226	97,864	102,523	107,224	111,883	116,522	120,432	124,301	128,170	132,059	135,928	139,838	
E81	47.02	49.38	51.72	54.06	56.42	58.76	60.74	62.69	64.66	66.61	68.58	70.53	E81
	97,802	102,710	107,578	112,445	117,354	122,221	126,339	130,395	134,493	138,549	142,646	146,702	
E82	48.79	51.23	53.66	56.10	58.55	60.97	63.01	65.04	67.08	69.11	71.14	73.18	E82
	101,483	106,558	111,613	116,688	121,784	126,818	131,061	135,283	139,526	143,749	147,971	152,214	
E83	50.55	53.08	55.60	58.13	60.67	63.18	65.29	67.40	69.51	71.62	73.71	75.82	E83
	105,144	110,406	115,648	120,910	126,194	131,414	135,803	140,192	144,581	148,970	153,317	157,706	

**2018 12-Step Compensation Schedule (3% Increase)**

	1	2	3	4	5	6	7	8	9	10	11	12	Grade
A11	15.30 31,824	16.06 33,405	16.83 35,006	17.58 36,566	18.34 38,147	19.11 39,749	19.76 41,101	20.38 42,390	21.02 43,722	21.66 45,053	22.29 46,363	22.94 47,715	A11
A12	16.22 33,738	17.03 35,422	17.84 37,107	18.65 38,792	19.46 40,477	20.27 42,162	20.95 43,576	21.62 44,970	22.30 46,384	22.98 47,798	23.66 49,213	24.34 50,627	A12
A13	17.17 35,714	18.01 37,461	18.87 39,250	19.73 41,038	20.59 42,827	21.44 44,595	22.17 46,114	22.88 47,590	23.60 49,088	24.32 50,586	25.03 52,062	25.75 53,560	A13
B21	18.10 37,648	19.00 39,520	19.90 41,392	20.81 43,285	21.71 45,157	22.61 47,029	23.36 48,589	24.11 50,149	24.86 51,709	25.62 53,290	26.38 54,870	27.13 56,430	B21
B22	19.03 39,582	19.97 41,538	20.93 43,534	21.88 45,510	22.85 47,528	23.77 49,442	24.60 51,168	25.38 52,790	26.17 54,434	26.97 56,098	27.75 57,720	28.55 59,384	B22
B23	19.96 41,517	20.97 43,618	21.96 45,677	22.96 47,757	23.96 49,837	24.97 51,938	25.79 53,643	26.62 55,370	27.45 57,096	28.28 58,822	29.12 60,570	29.95 62,296	B23
B24	21.14 43,971	22.20 46,176	23.26 48,381	24.32 50,586	25.38 52,790	26.43 54,974	27.31 56,805	28.18 58,614	29.07 60,466	29.95 62,296	30.83 64,126	31.71 65,957	B24
B31	21.14 43,971	22.20 46,176	23.26 48,381	24.32 50,586	25.38 52,790	26.43 54,974	27.31 56,805	28.18 58,614	29.07 60,466	29.95 62,296	30.83 64,126	31.71 65,957	B31
B25	22.55 46,904	23.67 49,234	24.79 51,563	25.93 53,934	27.06 56,285	28.18 58,614	29.12 60,570	30.07 62,546	31.00 64,480	31.93 66,414	32.88 68,390	33.81 70,325	B25
B32	22.55 46,904	23.67 49,234	24.79 51,563	25.93 53,934	27.06 56,285	28.18 58,614	29.12 60,570	30.07 62,546	31.00 64,480	31.93 66,414	32.88 68,390	33.81 70,325	B32
C41	23.71 49,317	24.88 51,750	26.10 54,288	27.27 56,722	28.46 59,197	29.64 61,651	30.64 63,731	31.61 65,749	32.61 67,829	33.60 69,888	34.58 71,926	35.58 74,006	C41
C42	24.66 51,293	25.88 53,830	27.11 56,389	28.36 58,989	29.58 61,526	30.82 64,106	31.84 66,227	32.87 68,370	33.90 70,512	34.93 72,654	35.96 74,797	36.99 76,939	C42
C43	25.59 53,227	26.88 55,910	28.15 58,552	29.43 61,214	30.70 63,856	31.98 66,518	33.05 68,744	34.11 70,949	35.20 73,216	36.27 75,442	37.30 77,584	38.38 79,830	C43
C44	32.52 67,642	34.14 71,011	35.76 74,381	37.40 77,792	39.02 81,162	40.64 84,531	41.99 87,339	43.36 90,189	44.70 92,976	46.05 95,784	47.41 98,613	48.77 101,442	C44
C45	35.25 73,320	37.02 77,002	38.76 80,621	40.53 84,302	42.29 87,963	44.05 91,624	45.53 94,702	46.99 97,739	48.46 100,797	49.92 103,834	51.40 106,912	52.86 109,949	C45
C51	32.52 67,642	34.14 71,011	35.76 74,381	37.40 77,792	39.02 81,162	40.64 84,531	41.99 87,339	43.36 90,189	44.70 92,976	46.05 95,784	47.41 98,613	48.77 101,442	C51
C52	35.25 73,320	37.02 77,002	38.76 80,621	40.53 84,302	42.29 87,963	44.05 91,624	45.53 94,702	46.99 97,739	48.46 100,797	49.92 103,834	51.40 106,912	52.86 109,949	C52
D61	37.51 78,021	39.39 81,931	41.27 85,842	43.14 89,731	45.02 93,642	46.91 97,573	48.46 100,797	50.02 104,042	51.60 107,328	53.15 110,552	54.71 113,797	56.28 117,062	D61
D62	39.34 81,827	41.30 85,904	43.27 90,002	45.24 94,099	47.22 98,218	49.17 102,274	50.82 105,706	52.45 109,096	54.10 112,528	55.73 115,918	57.37 119,330	59.00 122,720	D62
D63	41.16 85,613	43.22 89,898	45.28 94,182	47.33 98,446	49.40 102,752	51.44 106,995	53.16 110,573	54.88 114,150	56.59 117,707	58.30 121,264	60.03 124,862	61.75 128,440	D63
D64	43.44 90,355	45.61 94,869	47.77 99,362	49.94 103,875	52.12 108,410	54.30 112,944	56.11 116,709	57.91 120,453	59.72 124,218	61.52 127,962	63.33 131,726	65.14 135,491	D64
D65	46.16 96,013	48.46 100,797	50.77 105,602	53.10 110,448	55.40 115,232	57.70 120,016	59.64 124,051	61.55 128,024	63.47 132,018	65.39 136,011	67.31 140,005	69.25 144,040	D65
D71	43.44 90,355	45.61 94,869	47.77 99,362	49.94 103,875	52.12 108,410	54.30 112,944	56.11 116,709	57.91 120,453	59.72 124,218	61.52 127,962	63.33 131,726	65.14 135,491	D71
D72	46.16 96,013	48.46 100,797	50.77 105,602	53.10 110,448	55.40 115,232	57.70 120,016	59.64 124,051	61.55 128,024	63.47 132,018	65.39 136,011	67.31 140,005	69.25 144,040	D72
E81	48.43 100,734	50.86 105,789	53.27 110,802	55.68 115,814	58.11 120,869	60.52 125,882	62.56 130,125	64.57 134,306	66.60 138,528	68.61 142,709	70.64 146,931	72.65 151,112	E81
E82	50.25 104,520	52.77 109,762	55.27 114,962	57.78 120,182	60.31 125,445	62.80 130,624	64.90 134,992	66.99 139,339	69.09 143,707	71.18 148,054	73.27 152,402	75.38 156,790	E82
E83	52.07 108,306	54.67 113,714	57.27 119,122	59.87 124,530	62.49 129,979	65.08 135,366	67.25 139,880	69.42 144,394	71.60 148,928	73.77 153,442	75.92 157,914	78.09 162,427	E83

\*The 2018 12-Step Schedule reflects a three percent (3%) increase over the 2017 12-Step Schedule.



**2019 12-Step Compensation Schedule (3% Increase)**

	1	2	3	4	5	6	7	8	9	10	11	12	
A11	15.76	16.54	17.33	18.11	18.89	19.68	20.35	20.99	21.65	22.31	22.96	23.63	A11
	32,781	34,403	36,046	37,669	39,291	40,934	42,328	43,659	45,032	46,405	47,757	49,150	
A12	16.71	17.54	18.38	19.21	20.04	20.88	21.58	22.27	22.97	23.67	24.37	25.07	A12
	34,757	36,483	38,230	39,957	41,683	43,430	44,886	46,322	47,778	49,234	50,690	52,146	
A13	17.69	18.55	19.44	20.32	21.21	22.08	22.84	23.57	24.31	25.05	25.78	26.52	A13
	36,795	38,584	40,435	42,266	44,117	45,926	47,507	49,026	50,565	52,104	53,622	55,162	
B21	18.64	19.57	20.50	21.43	22.36	23.29	24.06	24.83	25.61	26.39	27.17	27.94	B21
	38,771	40,706	42,640	44,574	46,509	48,443	50,045	51,646	53,269	54,891	56,514	58,115	
B22	19.60	20.57	21.56	22.54	23.54	24.48	25.34	26.14	26.96	27.78	28.58	29.41	B22
	40,768	42,786	44,845	46,883	48,963	50,918	52,707	54,371	56,077	57,782	59,446	61,173	
B23	20.56	21.60	22.62	23.65	24.68	25.72	26.56	27.42	28.27	29.13	29.99	30.85	B23
	42,765	44,928	47,050	49,192	51,334	53,498	55,245	57,034	58,802	60,590	62,379	64,168	
B24	21.77	22.87	23.96	25.05	26.14	27.22	28.13	29.03	29.94	30.85	31.75	32.66	B24
	45,282	47,570	49,837	52,104	54,371	56,618	58,510	60,382	62,275	64,168	66,040	67,933	
B31	21.77	22.87	23.96	25.05	26.14	27.22	28.13	29.03	29.94	30.85	31.75	32.66	B31
	45,282	47,570	49,837	52,104	54,371	56,618	58,510	60,382	62,275	64,168	66,040	67,933	
B25	23.23	24.38	25.53	26.71	27.87	29.03	29.99	30.97	31.93	32.89	33.87	34.82	B25
	48,318	50,710	53,102	55,557	57,970	60,382	62,379	64,418	66,414	68,411	70,450	72,426	
B32	23.23	24.38	25.53	26.71	27.87	29.03	29.99	30.97	31.93	32.89	33.87	34.82	B32
	48,318	50,710	53,102	55,557	57,970	60,382	62,379	64,418	66,414	68,411	70,450	72,426	
C41	24.42	25.63	26.88	28.09	29.31	30.53	31.56	32.56	33.59	34.61	35.62	36.65	C41
	50,794	53,310	55,910	58,427	60,965	63,502	65,645	67,725	69,867	71,989	74,090	76,232	
C42	25.40	26.66	27.92	29.21	30.47	31.74	32.80	33.86	34.92	35.98	37.04	38.10	C42
	52,832	55,453	58,074	60,757	63,378	66,019	68,224	70,429	72,634	74,838	77,043	79,248	
C43	26.36	27.69	28.99	30.31	31.62	32.94	34.04	35.13	36.26	37.36	38.42	39.53	C43
	54,829	57,595	60,299	63,045	65,770	68,515	70,803	73,070	75,421	77,709	79,914	82,222	
C44	33.50	35.16	36.83	38.52	40.19	41.86	43.25	44.66	46.04	47.43	48.83	50.23	C44
	69,680	73,133	76,606	80,122	83,595	87,069	89,960	92,893	95,763	98,654	101,566	104,478	
C45	36.31	38.13	39.92	41.75	43.56	45.37	46.90	48.40	49.91	51.42	52.94	54.45	C45
	75,525	79,310	83,034	86,840	90,605	94,370	97,552	100,672	103,813	106,954	110,115	113,256	
C51	33.50	35.16	36.83	38.52	40.19	41.86	43.25	44.66	46.04	47.43	48.83	50.23	C51
	69,680	73,133	76,606	80,122	83,595	87,069	89,960	92,893	95,763	98,654	101,566	104,478	
C52	36.31	38.13	39.92	41.75	43.56	45.37	46.90	48.40	49.91	51.42	52.94	54.45	C52
	75,525	79,310	83,034	86,840	90,605	94,370	97,552	100,672	103,813	106,954	110,115	113,256	
D61	38.64	40.57	42.51	44.43	46.37	48.32	49.91	51.52	53.15	54.74	56.35	57.97	D61
	80,371	84,386	88,421	92,414	96,450	100,506	103,813	107,162	110,552	113,859	117,208	120,578	
D62	40.52	42.54	44.57	46.60	48.64	50.65	52.34	54.02	55.72	57.40	59.09	60.77	D62
	84,282	88,483	92,706	96,928	101,171	105,352	108,867	112,362	115,898	119,392	122,907	126,402	
D63	42.39	44.52	46.64	48.75	50.88	52.98	54.75	56.53	58.29	60.05	61.83	63.60	D63
	88,171	92,602	97,011	101,400	105,830	110,198	113,880	117,582	121,243	124,904	128,606	132,288	
D64	44.74	46.98	49.20	51.44	53.68	55.93	57.79	59.65	61.51	63.37	65.23	67.09	D64
	93,059	97,718	102,336	106,995	111,654	116,334	120,203	124,072	127,941	131,810	135,678	139,547	
D65	47.54	49.91	52.29	54.69	57.06	59.43	61.43	63.40	65.37	67.35	69.33	71.33	D65
	98,883	103,813	108,763	113,755	118,685	123,614	127,774	131,872	135,970	140,088	144,206	148,366	
D71	44.74	46.98	49.20	51.44	53.68	55.93	57.79	59.65	61.51	63.37	65.23	67.09	D71
	93,059	97,718	102,336	106,995	111,654	116,334	120,203	124,072	127,941	131,810	135,678	139,547	
D72	47.54	49.91	52.29	54.69	57.06	59.43	61.43	63.40	65.37	67.35	69.33	71.33	D72
	98,883	103,813	108,763	113,755	118,685	123,614	127,774	131,872	135,970	140,088	144,206	148,366	
E81	49.88	52.39	54.87	57.35	59.85	62.34	64.44	66.51	68.60	70.67	72.76	74.83	E81
	103,750	108,971	114,130	119,288	124,488	129,667	134,035	138,341	142,688	146,994	151,341	155,646	
E82	51.76	54.35	56.93	59.51	62.12	64.68	66.85	69.00	71.16	73.32	75.47	77.64	E82
	107,661	113,048	118,414	123,781	129,210	134,534	139,048	143,520	148,013	152,506	156,978	161,491	
E83	53.63	56.31	58.99	61.67	64.36	67.03	69.27	71.50	73.75	75.98	78.20	80.43	E83
	111,550	117,125	122,699	128,274	133,869	139,422	144,082	148,720	153,400	158,038	162,656	167,294	

\*The 2019 12 Step Salary Schedule reflects a three percent (3%) increase over the 2018 12 Step Salary

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**OTTER TAIL COUNTY  
FERGUS FALLS, MINNESOTA**

**AND**

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

WHEREAS, AFSCME is the Exclusive Representative for the following employees: All maintenance employees in the Otter Tail County Highway Department who meet the definition of an "employee" under Minnesota Statutes §179A.03, Subd. 14; and

WHEREAS, there exists a Labor Agreement between Otter Tail County and AFSCME, with said contract in effect from January 1, 2017 through December 31, 2019; and

WHEREAS, the parties to said Labor Agreement wish to enter into a Memorandum of Understanding, subject to the terms and conditions outlined below.

NOW THEREFORE, it is mutually agreed and understood that during the term of the Labor Agreement in effect from January 1, 2017 through December 31, 2019, it is agreed that the members of this bargaining group that have an hourly rate of pay which is above the stated pay level for their grade of the 2017 12-Step Salary Schedule, as set forth in Appendix B of the Labor Agreement, will receive one-half (1.5%) of the COLA increase in 2017 as set forth below:

Group Leaders Terry Bennett and Mark Ellenson, Grade B23, will receive an hourly rate of \$29.39 effective January 1, 2017 through December 31, 2017. In 2018, both union members will be moved onto Step 12 of the 2018 12-Step Schedule as set forth in Appendix B of the Labor Agreement.

Lead Sign Technician, Ricky Swanberg, Grade B23, will receive an hourly rate of \$29.39 effective January 1, 2017 through December 31, 2017. In 2018, Ricky Swanberg will be moved onto Step 12 of the 2018 12-Step Schedule as set forth in Appendix B of the Labor Agreement.

Lead Mechanic Gerald Holo, Grade B25, will receive an hourly rate of \$32.97 effective January 1, 2017 through December 31, 2017. In 2018, Gerald Holo will be moved onto Step 12 of the 2018 12-Step Schedule as set forth in Appendix B of the Labor Agreement.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**OTTER TAIL COUNTY  
FERGUS FALLS, MINNESOTA**

**AND**

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

WHEREAS, AFSCME is the Exclusive Representative for the following employees: All maintenance employees in the Otter Tail County Highway Department who meet the definition of an "employee" under Minnesota Statutes §179A.03, Subd. 14; and

WHEREAS, there exists a Labor Agreement between Otter Tail County and AFSCME, with said contract in effect from January 1, 2017 through December 31, 2019; and

WHEREAS, the parties to said Labor Agreement wish to enter into a Memorandum of Understanding, subject to the terms and conditions outlined below.

NOW THEREFORE, it is mutually agreed and understood that during the term of the Labor Agreement in effect from January 1, 2017 through December 31, 2019, it is agreed that the members of this bargaining group that have an hourly rate of pay which is above the stated pay level for their grade of the 2017 12-Step Salary Schedule, as set forth in Appendix B of the Labor Agreement, will receive one-half (1.5%) of the COLA increase in 2017 as set forth below:

Group Leaders Terry Bennett and Mark Ellenson, Grade B23, will receive an hourly rate of \$29.39 effective January 1, 2017 through December 31, 2017. In 2018, both union members will be moved onto Step 12 of the 2018 12-Step Schedule as set forth in Appendix B of the Labor Agreement.

Lead Sign Technician, Ricky Swanberg, Grade B23, will receive an hourly rate of \$29.39 effective January 1, 2017 through December 31, 2017. In 2018, Ricky Swanberg will be moved onto Step 12 of the 2018 12-Step Schedule as set forth in Appendix B of the Labor Agreement.

Lead Mechanic Gerald Holo, Grade B25, will receive an hourly rate of \$32.97 effective January 1, 2017 through December 31, 2017. In 2018, Gerald Holo will be moved onto Step 12 of the 2018 12-Step Schedule as set forth in Appendix B of the Labor Agreement.

All other terms and conditions of said Labor Agreement between Otter Tail County and AFSCME in effect from January 1, 2017 through December 31, 2019 remain in effect.

FOR OTTER TAIL COUNTY:

  
Chair, County Board

Date: 3/28/17


  
County Administrator

Date: 04/06/17

FOR AFSCME:

 Ginger Thrasler, AFSCME  
Business Agent

Date: March 13, 2017

 Jeff Anet  
Steward president

Date: March 13, 2017

 Stephen Powell  
Steward Negotiator

Date: March 13, 2017