

LABOR AGREEMENT

between

MORRISON COUNTY BOARD OF COMMISSIONERS

and

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, COUNCIL 65

AND ITS AFFILIATED LOCAL 2564

PUBLIC WORKS UNIT

TERM

January 1, 2017 through December 31, 2019

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LABOR AGREEMENT

This LABOR Agreement, entered into between the Morrison County Board of Commissioners, hereinafter called the EMPLOYER, and Local 2564, affiliated with Council 65 of the American Federation of State, County and Municipal Employees, hereinafter called the UNION.

ARTICLE 1: PURPOSE

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

- 1.1 Establish the foundation for a harmonious and effective labor management relationship;
- 1.2 Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the Agreement upon the rates of pay, the hours of work and such other terms and conditions of employment for the duration of this Agreement.

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for all employees in the bargaining unit composed of:

All employees of the Morrison County Public Works Department who are not excluded from the definition of "public employee" contained in Minn. Stat. Section 179A.03, Subd. 14, as amended; further excluding managerial, supervisory, confidential, elected officials and all other County employees as certified by the Bureau of Mediation Services Case No. 72-PR-144A, dated July 26, 1972. A copy of Minn. Stat. Section 179A.03, Subd. 14, is attached to this Agreement for reference purposes.

- 2.2 Disputes which may occur between the Employer and the Union as to the inclusion or exclusion of a new or revised job class in the unit defined above shall be referred to the Bureau of Mediation Services for determination.

ARTICLE 3: SCOPE OF AGREEMENT

- 3.1 It is the intention of the Union and the Employer that the coverage of this Agreement is limited to the "terms and conditions of employment," defined as:

"the hours of employment, the compensation therefore including fringe benefits,"

that are specifically established herein and are not in conflict with any statute of the State of Minnesota or rule or regulation promulgated thereunder.

- 3.2 The Union recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota. It is the intention of the parties that this Agreement supplement such statutes. In the event this Agreement is in conflict with such statutes the latter shall prevail.

ARTICLE 4: EMPLOYER RIGHTS

- 4.1 The Employer retains the full 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; and to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Any Employer right not limited by this Agreement shall remain solely with the Employer.
- 4.3 The Employer shall apply the terms and conditions established by this Agreement to all employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age or because of membership or non-membership in the Union.

ARTICLE 5: UNION RIGHTS

- 5.1 Deduction of Union Dues.
- 5.11 The Employer shall, from each payroll check, deduct an amount equal to one-half (1/2) of the monthly Union dues from the wages of each employee who authorizes such a deduction in writing. Monthly dues so deducted, together with a list of employees from whom deductions were made, and the amount of such deductions shall be forwarded to the Union officer designated in writing by the Union.
- 5.12 Any fair share fee collected shall be processed in accordance with Minnesota Statutes, Section 179A.06, subd. 3.
- 5.13 The Union shall apply the terms and conditions established by this Agreement to all employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age or because of membership or non-membership in the Union.

- 5.14 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.
- 5.15 The Union and the employees agree to indemnify and hold the Employer harmless against any claim, suit, order, judgment or action taken against the Employer involving the administration of this Article.
- 5.2 Union Officers
- 5.21 The Union may designate employees from the bargaining unit to act as Stewards and shall inform the County Administrator in writing of the names of such Stewards and of successors when so named. Stewards shall have the duties and responsibilities as established by Article 23 (Grievance Procedure).
- 5.22 The Union may designate three (3) employees from the bargaining unit to a Negotiating Committee. The employees so designated shall suffer no loss in pay for attending negotiating meetings between the Union and the Employer held during the normal work day. Under no circumstances shall any time spent by an employee on the negotiating committee be counted toward the calculation of overtime.
- 5.3 The Business Representative of the Union shall be permitted to enter the facilities of the Employer where employees covered by this Agreement are working upon notification to and with the approval of the Employer or a designated representative.
- 5.4 The Employer agrees not to enter into a contract individually or collectively with employees in the bargaining unit which is in conflict with the terms of this Agreement.

ARTICLE 6: EMPLOYMENT STATUS

- 6.1 Type of appointment.
- 6.11 Probationary. Personnel employed by the Employer shall be considered probationary employees when serving a nine (9) month (1,560 hours of compensated service) probationary period and any extension as outlined in Section 7.1.
- 6.12 Permanent. Personnel employed by the Employer shall be considered permanent employees upon the successful completion of the probationary period.
- 6.2 Type of employment.
- 6.21 Personnel employed by the Employer, assigned to a budgeted job position, and regularly scheduled to a normal work week shall be defined as full-time employees.

- 6.22 Personnel employed by the Employer, assigned to a budgeted job position, and regularly scheduled to a normal work week of thirty (30) hours or less and more than fourteen (14) hours, shall be defined as part-time employees.
- 6.23 Personnel employed at the discretion of the Highway Engineer and excluded from the bargaining unit shall be defined as seasonal employees. Any reference to "temporary" employees shall hereinafter refer to seasonal employees as defined in this Article 6, Section 6.23. At no time shall a seasonal employee be hired until all regular employees on a layoff status have had the opportunity to apply for the seasonal position. Any employee on layoff status who refuses seasonal employment shall remain on layoff status.

ARTICLE 7: PROBATIONARY PERIOD

- 7.1 All full-time and part-time employees who are original hires or rehires following separation shall serve a probationary period of nine (9) consecutive months (1,560 hours of compensated service) of work. The County may, at its exclusive direction, extend this initial probation period by three months (520 hours) after conducting a status review meeting with the employee and representative of the bargaining unit. Promoted employees shall serve a nine (9) month trial (1,560 hours) period. The County may, at its exclusive direction, extend this trial period by three months (520 hours) after conducting a status review meeting with the employee and representative of this bargaining unit.
- 7.11 At any time during the original hire or rehire following separation probationary period an employee may be terminated at the discretion of the Employer. Employees terminated during the probationary period shall receive a written notice of such termination.
- 7.12 At any time during the promotional trial period, an employee may be returned to their previously held job class, at the discretion of the Employer, for failure to perform the duties and responsibilities of the job class. Employees returned to their previously held job class during the trial period:
- 7.121 Shall receive written notice of a reason(s) for such return, and
- 7.122 Shall have the right to return to the employee's previously held job class.
- 7.13 Employees shall have the right, at any time during the promotional trial period, to voluntarily return to the employee's previously held job class.
- 7.2 During the probationary period, based on an original hire or rehire following separation, an employee may be discharged by the Employer without such discharge being a violation of this Agreement or being grievable as provided by Article 23 (Grievance Procedure).

ARTICLE 8: HOURS OF WORK

- 8.1 The normal work day for full-time employees shall be eight (8) or ten (10) consecutive hours, excluding a one-half (1/2) hour unpaid lunch period. During the normal work day employees shall be allowed two (2) fifteen (15) minute rest periods, to be taken as approved by the employee's supervisor, one (1) period in the morning and one (1) period in the afternoon.
- 8.2 The normal work week for full-time employees shall be forty (40) hours, Monday through Friday.
- 8.3 The scheduled work day and work week shall be established by the Employer and posted. The scheduled work day and work week may be changed by the Employer upon twenty-four (24) hour notice provided that a change in the work schedule may be made in the event of emergencies (snow, floods, wind storms, etc.) without notice.
- 8.4 The normal work week and work day for part-time and temporary employees shall be established by the Employer.
- 8.5 All employees shall be at the "home base" work location ready for work at the beginning of the normal work day. The term "home base" shall be defined as the main facility located in Little Falls or the employee's normally assigned satellite facility, depending on which facility is closest to the location of the work assignment for the beginning of the normal work day. If an employee is asked to report to an alternate shop than his/her "home base" the County will provide transportation and travel time will be counted as work time. The employer may direct staff to drive their own vehicle travel time above and beyond their regular commute would then be compensated as time worked and mileage reimbursement shall apply for mileage above and beyond the regular commute.
- 8.6 Nothing in this Agreement shall be construed as, and is not intended to be, a guarantee of any hours or work per normal work day or normal work week.
- 8.7 The Employer shall have the right to "call back" employees following the completion of a normal work day or normal work week.
- 8.71 Employees called back to work, and who continue to work through a normal work day without interruption, shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times the employee's basic hourly rate.
- 8.72 Employees called back to work, and who do not continue to work through a normal work day, shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times the employee's basic hourly rate or the hours worked, whichever is greater.
- 8.73 The provisions of Article 9 (Overtime) shall apply, to the extent they are applicable, to the hours worked based on a call-back.

- 8.8 From time to time, in the event of emergencies (snow, floods, wind storms, etc.) or contractor duty, the Employer will need to call employees in to work on less than a 24 hour notice (See Article 8.3). When that occurs, employees are expected to be at their assigned work site within a reasonable time of being called at the employee's designated number(s) on file at the County unless otherwise authorized by the Employer. Employees subject to call in for snow and ice control purposes will receive a weekly stipend of fifty five dollars (\$55) per week for each full week between the dates of November 1 and April 30 that they are subject to call in.

The Engineering staff shall receive a \$500.00 stipend in May of each year to compensate for contractor duty in the upcoming construction season.

ARTICLE 9: OVERTIME

- 9.1 Employees who are assigned and who work in excess of forty (40) but less than sixty (60) hours in a normal work week shall be compensated at the rate of one and one-half (1 1/2) times the employee's basic hourly rate for all hours worked in excess of forty (40). Employees who are assigned and who work in excess of sixty (60) hours in a normal work week shall be compensated at the rate of two (2) times the employees basic hourly rate for all hours worked in excess of sixty (60). For engineering staff only, the time period for calculation of the double time referred to in the previous sentence shall be a period that begins at 12:01 a.m. Monday through 12:00 p.m. Sunday. This section shall not apply to any time worked in response to a tornado or flood emergency.
- 9.2 Employees who are assigned and who work on a holiday, as established by Article 16 (Holidays), shall be compensated at the rate of one and one-half (1 1/2) times the employee's basic hourly rate for all hours worked on a holiday, plus holiday pay. Employees compensated for working on a holiday, as provided by this Article, shall not receive additional paid time off for working the holiday.
- 9.3 Employees who are assigned, and who work on a Sunday shall be compensated at the rate of one and one-half (1 1/2) times the employee's basic hourly rate for all Sunday hours worked.
- 9.4 An employee may receive compensatory time off in accordance with the following conditions:
- 9.41 Employees elect annually, at the time designated by the Engineer, whether they wish to participate in the compensatory time program.
- 9.42 Employees shall earn compensatory time at the same rate (either regular or premium) that would apply if the employee were to receive cash payment for the hours worked.

- 9.43 No employee shall retain more than one hundred and twenty (120) hours in the compensatory time bank; hours earned in excess of one hundred and twenty (120) shall be paid in cash at the appropriate rate.
- 9.44 For Engineering staff on or about May 1 of each year the compensatory bank for each employee with greater than sixty (60) hours in the compensatory bank shall be reduced to sixty (60) hours and shall be paid for the number of hours reduced. Employees may cash out compensatory time upon request.
- For Maintenance employees on or about December 1st of each year the compensatory bank for each employee with greater than sixty (60) hours in the compensatory bank shall be reduced to sixty (60) hours and shall be paid for the number of hours reduced. Employees may cash out compensatory time upon request.
- 9.45 Compensatory bank hours shall be paid at the rate of pay on the day the compensatory hours are used.
- 9.46 Notwithstanding the maximum limitations of Section 9.43 and 9.44, additional hours may be carried as compensatory bank hours by mutual Agreement of the Employer and the employee involved. Such Agreement shall be in writing.
- 9.47 Compensated time not worked shall not be counted in determining overtime eligibility. PTO, Extended Sick Leave and Holidays shall be considered time worked for the purpose of overtime compensation.

ARTICLE 10: JOB CLASSES AND WAGES

- 10.1 Employees shall be compensated in accordance with a compensation plan which is based on: 1) the assigned grade level of the job title and; 2) placement within the grade level based on each employee's years of continuous employment with Morrison County Public Works and experience with the work in the job title. The collective step levels within a grade are called the range. Each employee is assigned to a step within a grade according to the employee's job classification and years of continuous employment with Morrison County Public Works. All employees assigned to a specified step within the same grade will receive the same hourly compensation. Copies of the compensation plan are attached hereto and are hereby made a part of this Agreement.

Effective July 8, 2017 (paycheck received July 31st) the wage scale will adjust to add step 10, which will be 2% above the current step 9, those at step 9 will move to the new step 10 beginning that pay period.

Effective the first pay period in January 2018 a 2% COLA will be applied to all wages and the wage scale will adjust to add step 11, which will be 2% above step 10, those at step 10 will move to the new step 11 effective the first pay check received in January 2018.

Step 1 will be removed July 8, 2017. Those at Step 1 with an anniversary date prior to July 8th, will move to Step 2 at that time. Employees at a Step 2 for the first pay period in 2018 will move to a Step 3. After that, employees at Step 3 will move to Step 4 on their anniversary.

Effective the first pay period in January 2019, the salary ranges will increase and employees will receive a three percent (3%) COLA adjustment.

- 10.1a Employees who receive a promotion will receive the equivalent of a one step adjustment (the greater of the next higher step or 4%) or adjustment to the minimum of the new range, whichever is greater. The promotional change shall not change the anniversary date for purposes of range movement or step adjustment. In the event an employee does not successfully complete the trial period following the promotion, the amount of the pay increase granted because of the promotion shall be eliminated from the wages of the employee and the employee shall return to their prior position.
- 10.1b During the term of this Agreement, anniversary steps will be granted after an employee works 2080 compensated hours, exclusive of overtime, and receives a satisfactory evaluation.
- 10.1c In the event any employee who received a lump sum payment in lieu of any hourly increase in salary terminates for any reason, the lump sum payment for that year will be reimbursable to the Employer on a pro rata monthly basis. For purposes of the pro rata computation one half (1/2) of one month or more is considered to be a month. Less than one half (1/2) of one month shall not be considered a month.
- 10.2 Maintenance Department employees who are assigned to higher paid job classes shall be paid at the higher rate beginning with the first day of work at the higher rate within any pay period.
- 10.3 Employees will receive an annual clothing allowance of up to one hundred eighty five dollars (\$185) for employees in the Maintenance, Engineering and Solid Waste Divisions, provided employees must provide the County with receipts of purchase. The list of items that may be purchased with this allowance will be developed by the Safety Committee, subject to the review and approval of the County Engineer, and attached to this Agreement as Appendix B. In the event that an employee does not use this allowance in one year, it may be carried over into the following (second) year but the carried over amount and the allowance for the following year must be used in that following (second) year or the unused allowance will be forfeited. This allowance will not apply to employees in the Administration Division.

Morrison County shall clean or replace any clothing, for office personnel, which are damaged as a result of their work duties. Office personnel shall also be provided an allowance of fifty (\$50) per calendar year to purchase Morrison County logo clothing for work wear.

- 10.4 Cell Phones: Members of this bargaining unit will be covered by the County Policy in effect on January 1st, 2016 on cell phone reimbursement and use. The County Engineer will determine necessary usage/ reimbursement levels.
- 10.5 Deferred Compensation: The County will contribute the following amounts to the deferred compensation account of each employee who also contributes as shown:

<u>Employee Contribution</u>	<u>Employer Contribution</u>
<u>Per Pay Period</u>	<u>Per Pay Period</u>
\$25.00 - \$34.99	\$10.00
\$35.00 - \$99.99	\$15.00
\$100 or more	\$25.00

Employees may annually cash out up to forty (40) hours of their extended sick banks into their deferred compensation accounts. This cash out may only occur on the first pay period in December of each year.

- 10.6 Pay Date: The Employer agrees to meet and confer with the Union in the event of the Employer needing any change in employee's pay date.
- 10.7 Longevity/retention. Employees who successfully complete fifteen (15) years of service with Morrison County will receive a one time lump sum/longevity bonus equal to one percent (1%) of the employee's base annual salary. Employees who successfully complete twenty (20) years of service with Morrison County will receive a one time lump sum/longevity bonus equal to two percent (2%) of the employee's base annual salary. Employees shall receive an additional two percent (2%) payment upon completion of 25 years, 30 years, and 35 years of service. These amounts will be paid on the first pay check following the employee's completion of the years of service requirement.

Anyone with 35+ years of service on January 1st, 2016 shall receive a onetime 2% of their base annual salary payment.

- 10.8 An employee separating in good standing will be permitted to cash out up to eight hundred (800) hours of accrued and unused extended sick bank and be paid into a MSRS Post-Retirement Health Care Savings Plan (HCSP) at the rate of fifty percent (50%) of the employee's regular hourly rate at the time of separation, upon death this amount shall be paid to the same party as the employee's final check.

In addition, all severance payments upon termination shall be paid into Post-Retirement Health Care Savings Plan. This includes accrued and unused PTO, Compensatory Time Off and other severance payments. If an employee has less than five forty (40) hours of PTO all severance payments will be paid out in cash.

ARTICLE 11: PAID TIME OFF

- 11.1 The members of this bargaining unit will be covered by the Paid Time Off policy as outlined in the personnel policies except as provided in this article.
- 11.2 The total number of days of Paid Time Off accrual, based on years of service shall be as follows:

<u>Years of Service</u>	<u>Annual Accrual Rate</u>	<u>Accrual Rate</u>
0 thru 5 years	168 hours/21 days	1 hour for each 12.38 worked
6 thru 10 years	192 hours/24 days	1 hour for each 10.83 worked
11 thru 15 years	224 hours/28 days	1 hour for each 9.29 worked
16 thru 20 years	256 hours/32 days	1 hour for each 8.13 worked
21+ years*	264 hours/33 days	1 hour for each 7.88 worked

* Those employees hired before January 1, 1981 shall earn PTO at the rate of 272 hours/34 days per year, which is an accrual rate of 1 hour for each 7.65 hours worked.

- 11.3. The maximum accumulation of PTO at any time shall be no more than 488 hours or two times an employee's annual accrual rate, whichever is greater.
- 11.4. The County will waive the 350 hour maximum payout at the time of termination in the event of the unexpected death of the terminating employee. The payout will be paid to the estate of the deceased employee within thirty (30) calendar days upon the presentation of a death certificate or other valid proof of death.
- 11.5. The following payout schedule shall apply to the allowance for payment of cash or deferred compensation:

1-5 years	20 hours
6-10 years	50 hours
11-15 years	70 hours
16-20 years	90 hours
21+ years	110 hours

ARTICLE 12: FUNERAL LEAVE

- 12.1 All full-time regular employees shall be allowed to use up to three (3) days of paid leave in the event of the death of any member of the employee's immediate family. "Immediate family" means parent, spouse, child, brother, sister, grandparent, great grandparents, step grandparents, grandchildren, spouse's parent, stepmother, stepfather, stepbrother or stepsister, step children, brother-in-law, sister-in-law, and spouse's grandparents, great grandparents, or step grandparents.

- 12.2 When funeral leave is approved, for compensation purposes, employees will be considered to have worked their normal work day.
- 12.3 Part-time and temporary employees shall not be eligible for funeral leave benefits established by this Article.

ARTICLE 13: SCHEDULING PLANNED PAID TIME OFF

- 13.1 In all cases planned use of PTO shall be scheduled subject to the needs and service obligations of the Employer. In establishing the planned use of PTO schedule, employees shall select a period based on seniority. Two (2) or more employees in the same division (Engineering, Solid Waste and Administration) may be scheduled for a planned use of PTO at the same time only with the approval of the Employer. More than two (2) employees in the Maintenance Division may be scheduled for a planned use of PTO at the same time only with the approval of the Employer. In addition, no more than two members of the Maintenance Division in the Little Falls shop or one member of the Maintenance Division in either the Pierz or Randall shops may be scheduled for a planned use of PTO at the same time. Employees not selecting a planned use of PTO period may be scheduled a PTO period by the Employer.

ARTICLE 14: JURY DUTY

- 14.1 Full-time employees called for jury duty, except a grand jury, shall be compensated for the difference between the jury duty per diem and the employee's normal daily wage, not to exceed thirty (30) normal work days.
- 14.2 Part-time and temporary employees shall not be eligible for jury duty compensation as provided by this Article.
- 14.3 Full-time employees called to make an appearance before a court, legislative committee, or other judicial or quasi-judicial body as a witness in an action involving the Federal Government, State of Minnesota or a political subdivision thereof in response to a subpoena or other direction by proper authority, shall be granted leave with pay less the amount of any jury or witness fees received. This provision shall apply only to appearances authorized by the Employer and directly related to the job duties and performance by the employee involved.

ARTICLE 15: INSURANCE

- 15.1 The Employer agrees to continue a hospital and medical insurance program to be available to full-time employees and dependents, subject to the limitations, benefits and conditions established by the contract between the employer and the insurance carrier. Any change in the benefit coverage shall be negotiated with the union, working through the County Insurance Committee (voted on and approved by the Union) and outlined in an MOU. The Union and the Employer will meet and negotiate the MOU on Insurance in 2016 for 2017 coverage.

- 15.2 The employer agrees to continue a term life insurance program, subject to the limitations, benefits and conditions established by the contract between the employer and the insurance carrier, providing Twenty Thousand and no/100 Dollars (\$20,000.00) death benefits for all full-time employees covered by this Agreement. The employer agrees to continue an Agreement with the term life insurance carrier to provide that each employee, at his option, may purchase additional life insurance equivalent to the amount purchased by the employer from such carrier. It shall be the employee's responsibility to prove insurability.
- 15.3 Full-time employees with dates of employment on or before March 1, 1986, a) who are eligible for a PERA annuity at the time of their retirement and, b) have been employed twenty (20) continuous years or more by the Employer shall have one hundred seventy-five dollars (\$175) per month of the premium cost of any hospital and medical insurance plan offered in the County cafeteria plan paid for by the Employer until the employee's sixty fifth (65th) birthday or a duration not to exceed ten years, whichever comes first.
- 15.4 Part-time and seasonal employees shall not be eligible for insurance benefits as established by this Article. Employees who are regularly scheduled to and working 30 hours per week shall receive the pro-rated County contribution to the cafeteria insurance plan based on their normal work week, as follows:
- | | |
|----------------------|--------------------------------------|
| 30-33 hours per week | 82.5% of full-time employee benefit |
| 34-36 hours per week | 90.0% of full-time employee benefit |
| 37-40 hours per week | 100.0% of full-time employee benefit |
- 15.5 The County shall provide long term disability insurance to bargaining unit employees at no cost to the employee.
- 15.6 Any employee serving on the Insurance committee will not lose pay for attending scheduled meetings. Two Union members, appointed by the Union, shall serve on the Employee Insurance Benefits Committee.

ARTICLE 16: HOLIDAYS

- 16.1 Twelve (12) days shall be considered paid holidays for full-time employees.
- 16.2 The following holidays will be recognized by the County:
- | | |
|------------------------|-----------------------------|
| New Years Day | January 1 |
| Martin Luther King Day | 3rd Monday in January |
| President's Day | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving | Friday after Thanksgiving |

Christmas Eve *	December 24
Christmas Day	December 25
Floating Holiday	

If New Year's Day, Independence Day, Christmas Day or Veteran's Day fall on a Sunday, the following Monday will be observed as the holiday, and if they fall on a Saturday, the preceding Friday will be observed as the holiday.

* The County will, in its sole discretion, determine whether County offices will be closed on December 24 each year. Until notified differently, County offices will be closed on December 24 whenever December 24th is a weekday; when December 24th is a weekend day, employees will receive a Floating Holiday in exchange for the December 24th holiday. In the event that the County determines that County offices will be open on December 24th, eligible employees on paid status the preceding and following workday shall be eligible to take a Floating Holiday on or after the designated December 24th but must be taken prior to December 1 of the following year or it will be forfeited. The provisions of Article 16.9 will apply to this holiday in the event that it is a Floating Holiday.

- 16.3 To qualify for a paid holiday, employees must work their last normal work day before the holiday and the first normal work day following the holiday. Employees on approved paid absence as provided by this Agreement shall be considered to have worked the normal work day before and/or after a holiday.
- 16.4 Holidays which fall during an employee's PTO period shall be considered a holiday and the employee shall not be charged for vacation on that day.
- 16.5 Part-time employees shall earn pro-rated holiday pay based on their normal work week.
- 16.6 Employees shall be credited with ten (10) hours pay for any holiday which occurs on a day that would otherwise be a ten (10) hour work day.
- 16.7 Temporary employees shall not be eligible for paid holidays as provided by this Article.
- 16.8 Holiday pay is to be paid at the average length of the work day during the week that the holiday falls to a maximum of ten (10) hours, from May 1 to October 31.
- 16.9 The rules and restrictions regarding scheduling and use of the Floating Holiday will be the same as in Article 13. 1. Employees must use all Floating Holiday(s) prior to December 1 each year or it shall be forfeited for that payroll year. The Floating Holiday may be taken in two-hour increments. The floating holiday may be taken during the probationary period, but the employee shall be obligated to repay any floating holiday pay used if the employee is terminated, either voluntarily or involuntarily, before the probation period has expired. Repayment amounts shall be deducted from the employee's final paycheck.

ARTICLE 17: SEPARATION

- 17.1 Employees shall be considered separated from employment with the Employer based on the following actions:
- 17.11 Resignation. Employees resigning from employment shall submit written notice at least fourteen (14) days in advance of the effective date of their resignation. Failure to give such notice may result in the forfeiture of all earned PTO. In the event of unusual circumstances beyond the employee's control the Employer may waive the fourteen (14) calendar day notice requirement.
 - 17.12 Discharge. Employees may be discharged from employment as provided by Article 20 (Discipline and Discharge).
 - 17.13 Absence from Work. Employees absent from work without an approved absence as provided by Articles 11, 12, 13, 14, 18 and 25 (PTO, Funeral Leave, Scheduling Planned PTO Jury Duty, Leave of Absence or Family and Medical Leave) may be discharged as provided by Article 20 (Discipline and Discharge). Notwithstanding the above, an employee who is absent from work for three days without notice to the Employer shall have resigned. In appropriate cases the employer may waive application of this section.
 - 17.14 Inability to Perform Job Duties and Responsibilities. Employees may be separated for the inability to perform job duties and responsibilities as provided by Article 7 (Probationary Period).
- 17.2 Employees laid off in accordance with Article 22 (Layoff) shall not be considered to have separated from employment except as provided in Article 22, Section 22.3 and 22.4.
- 17.3 Employees re-employed by the Employer following separation shall be considered an original appointment and shall serve a nine (9) month probationary period.
- 17.4 Employees separated from employment, except for discharge (17.12) or termination during the probationary period (7.11), shall be compensated for all accumulated PTO at the time of separation, consistent with the PTO policy attached hereto.
- 17.6 The County agrees to maintain the employment status of employees who are ill or injured for up to 1040 hours, consistent with the certification requirements of the Family and Medical Leave Act, whether the employee is on a paid and/or an unpaid status.

ARTICLE 18: LEAVE OF ABSENCE

- 18.1 In the event it is necessary for an employee to be absent from work for reasons other than those provided by Article 11, 12, 13, 14 and 25 (PTO, Funeral Leave, Scheduling Planned PTO, Jury Duty or Family and Medical Leave), a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.

- 18.2 Requested leaves of absence will be granted only when such leave would not affect the services provided by the Employer, is recommended by the County Highway Engineer, and is approved by the County Administrator. The approval of such requests is discretionary with the County Administrator.
- 18.3 During an unpaid leave of absence employees will earn no compensation or benefit.
- 18.4 Employees who are absent from work without an approved leave of absence shall be subject to discipline as provided by Article 20 (Discipline and Discharge) and shall receive no compensation during the period of absence.

ARTICLE 19: JOB POSTING

- 19.1 The Employer and the Union agree that job class vacancies and new job classes should be filled based on the concept of promotion from within, provided that applicants:
 - 19.11 have the necessary qualifications to meet the standards of the job class; and
 - 19.12 have the ability to perform the duties and responsibilities of the job class.
- 19.2 All job class vacancies shall be posted for seven (7) calendar days.
 - 19.21 All newly created positions or classes established by the Employer and the appropriate rate of pay for such positions shall be subject to negotiation between the Employer and the Union prior to the filling of such positions.
- 19.3 Employees filling a higher job class based on the provisions of this Article shall serve a trial period of one thousand forty (1040) compensated hours.
- 19.4 The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.

ARTICLE 20: DISCIPLINE AND DISCHARGE

- 20.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.
- 20.2 Disciplinary action by the Employer may include any of the following actions based on the severity of the cause:
 - Oral reprimand,
 - Written reprimand,
 - Suspension,
 - Demotion, or
 - Discharge.

- 20.3 Employees who receive any written discipline such as a written reprimand, suspension, demotion or discharge may grieve such actions through the provisions of Article 23 (Grievance Procedure). The Union may use the Grievance Procedure up through and including Step 4 for a written reprimand. At the Union's request, the Employer will agree to participate in mediation for any written reprimand that has not been successfully resolved through Step 3 of the Grievance Procedure.
- 20.4 The employee will receive copies of written reprimands, notices of suspension, and notice of discharge that are to become a part of the employee's personnel file.
- 20.5 Employees may examine their own personnel file at reasonable times under the direct supervision of the Employer.

ARTICLE 21: SENIORITY

- 21.1 Seniority shall be defined as the length of continuous service with the Employer within the Public Works Department.
- 21.2 The Employer shall maintain a seniority list of all employees covered by this Agreement.
- 21.3 Seniority shall terminate when an employee is separated from employment as provided by Article 17 (Separation).
- 21.4 Seniority shall not accrue under the following conditions:
 - 21.41 During a period of layoff as provided by Article 22 (Layoff).
 - 21.42 During a period of an unpaid leave of absence as provided by Article 18 (Leave of Absence), unless agreed to in writing by the Employer and the Union prior to the approval of the leave of absence.
 - 21.43 During a work stoppage.
 - 21.44 During a period of an unpaid leave of absence as provided in Article 25 (Family and Medical Leave Act).
- 21.5 Seniority shall have application to the following:
 - 21.51 The accumulation of PTO.
 - 21.52 The selection of a PTO period.
 - 21.53 As one criterion in determining the order of a layoff.
 - 21.54 As one criterion in considering applicants for promotion.

ARTICLE 22: LAYOFF

- 22.1 Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced based on seniority, ability to perform available work and work performance within the department.
- 22.2 Prior to the effective date of any layoff for an indefinite period or for a definite period exceeding thirty (30) days, the proposed layoff will be discussed with the Union with at least ten (10) days notice in writing to the Union and the employees affected.
- 22.3 An employee's right to recall shall exist for eighteen (18) months after his/her last date of layoff.
- 22.4 Failure to return to work within ten (10) days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the employee's last address on file with the County. It shall be the employee's duty to notify the County of any address change.
- 22.5 Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position for which the employee on layoff is qualified shall terminate all right to recall.

ARTICLE 23: GRIEVANCE PROCEDURE

- 23.1 The grievance procedure is established for the purpose of resolving disputes concerning the application or interpretation of this Agreement with equity and dispatch.
- 23.2 A grievance for the purpose of this Article is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.
- 23.3 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by service obligations of the Employer and shall therefore be accomplished during working hours, without loss of pay, only at a mutually convenient time consistent with such service needs.
- 23.4 Grievances shall be resolved in conformance with the following procedure:

Step 1. Upon the occurrence of any alleged violation of the Agreement the employee involved shall attempt to resolve the matter on an informal basis with the Assistant County Engineer or the Maintenance Foreman. If the matter is not resolved to the employee's satisfaction by this informal discussion it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated and the relief requested.

Any alleged violation of the Agreement shall be considered waived if not reduced to writing by the Union within fourteen (14) calendar days after the employee, through the use of reasonable diligence, had knowledge of the first occurrence of the event giving rise to the grievance.

Step 2. Within seven (7) calendar days following receipt of a grievance referred from Step 1, the County Highway Engineer shall meet with the Union Business Representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting, the County Highway Engineer shall respond in writing to the Union Business Representative stating the Employer's answer concerning the Grievance. If, as a result of the written response, the grievance remains unresolved, the Union may refer the grievance to Step 3. Any grievance not referred in writing by the Union to Step 3 within seven (7) calendar days following receipt of the County Highway Engineer's answer shall be considered waived.

Step 3. Within seven (7) calendar days following receipt of a grievance referred from Step 2, the County Personnel Director shall meet with the Union Business Representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting, the County Personnel Director shall respond in writing to the Union Business Representative stating the Employer's answer concerning the Grievance. If, as a result of the written response, the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 3 within seven (7) calendar days following receipt of the County Highway Engineer's answer shall be considered waived.

Step 4. Upon completion of the previous procedure and prior to requesting arbitration, the Union and the Employer may, by mutual agreement, request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 3. The time limit for requesting arbitration is tolled during mediation and if mediation does not resolve the grievance within thirty (30) days, arbitration may commence as hereafter provided in Step 5.

Step 5. If the grievance remains unresolved, the Union may, within seven (7) calendar days after the response of the County Personnel Director, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual Agreement of the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

- 23.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue 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 shall submit the decision in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer and the Union, and the employees.

23.51 The fee 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.

23.52 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 an 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 at each step.

ARTICLE 24: SAFETY GLASSES

24.1 Employees who are required to purchase and wear safety glasses in order to perform the duties of their position shall receive seventy five dollars (\$75.00) per year as a prescription safety glass/prescription tinted safety glass allowance.

ARTICLE 25: FAMILY AND MEDICAL LEAVE

25.1 Policy. The definitions and requirements of the Family and Medical Leave Act shall also apply to this policy. Employees who have worked for Morrison County for at least one year and for at least 1,250 hours over the previous 12 months will be granted a leave of absence from employment without pay for any of the following reasons:

- a. In conjunction with the birth of a son or daughter or placement of a child in the employee's household by adoption or foster care.
- b. To care for the employee's spouse, son or daughter or parent, who has a serious health condition.
- c. For a serious health condition that makes the employee unable to perform the functions of the employee's job.

- 25.2 Approval. The employee is required to provide 30 days advance leave notice when the leave is "foreseeable" or reasonable notice if the leave must begin in less than 30 days. The written request must include the reasons for the leave and the anticipated length of absence.
- 25.3 Maximum Period. The length of family & medical leaves from employment without pay shall be limited to no more than 12 weeks within any twelve month period measured forward from the date the employee's family and medical leave begins. The right to take the birth or placement leave expires at the end of the 12 week period following the birth or placement and must be a continuous leave unless the County and employee agree that the leave may be taken intermittently. The 12 week leave to care for the employee's child, spouse or parent or because of the employee's serious health condition may be taken intermittently or on a reduced work schedule when medically necessary. In the event this leave is taken intermittently or on a reduced work schedule and the leave is foreseeable based on planned medical treatment (such as therapy), the County may require the employee to temporarily transfer to an alternative position.
- 25.4 Reinstatement. Employees who are granted a family or medical leave will be reinstated to the same position or an equivalent position as the one they held prior to the commencement of their leave.
- 25.5 Effect on Benefits. During the FMLA covered leave, the County will continue to maintain its contribution to the County's health insurance plan during periods of unpaid leave without interruption on the same basis as though the employee was not on leave.
- 25.6 Substitution of Paid Leave. If the employee takes leave for the birth or placement of a child, the employee must substitute accrued paid PTO and accrued compensatory time for the unpaid leave.
- 25.7 Certification. If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the County does require that the request be supported by certification issued by the health care provider of the eligible employee or the family member as appropriate. The County will provide a form for the health care provider to complete. The County may also require recertification at reasonable intervals. The County reserves the right to require, at the County's expense, a second opinion from a different health care provider chosen by the employer. All medical certifications will be treated as confidential and privileged. In the event the employee fails to provide the requested certification, the employee may be denied the leave until the certification is provided. The County may require certification from the employee's health care provider that the employee is able to resume work before return is granted.
- 25.8 Anniversary Date. An employee shall not accrue seniority during a family or medical leave without pay. The employee's anniversary date shall be adjusted for salary and benefit purposes according to the length of the absence.
- 25.9 The provisions above shall not apply to employees who have been employed by the County for less than 12 months or have been employed by the County for 12 months and work at

least half time for the employer but do not meet the 1250 hour threshold. Employees who have been employed by the County for 12 months and work at least half time for the County but do not meet the 1250 hour threshold of the Family and Medical Leave Act will be eligible for the 6 week parenting leave under Minnesota law.

ARTICLE 26: SEVERABILITY

- 26.1 In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative or judicial authority from whose finding, determination or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 26.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the Agreement in compliance with the legislative, administrative or judicial determination.

ARTICLE 27: COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 27.1 During the negotiations resulting in this Agreement, the Employer and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Public Employment Labor Relation Act imposes an obligation to bargain. Except as specifically set forth elsewhere in this Agreement, the Employer expressly waives its rights to require the Union to bargain collectively, and the Union expressly waives its right to require the Employer to bargain collectively, over all matters as to which the Public Employment Labor Relation Act imposes an obligation to bargain whether or not: (a) such matters are specifically referred to in this Agreement; (b) such matters were discussed between the Employer and the Union during the negotiations which resulted in this Agreement; or (c) such matters were within the contemplation or knowledge of the Employer or Union at the time this Agreement was negotiated and executed. This Agreement contains the entire understanding, undertaking, and Agreement of the Employer and the Union, after exercise of the right and opportunity referred to in the first section of this Section, and finally determines all matters of collective bargaining for its term. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Employer and the Union.
- 27.2 Any and all prior Agreements, resolutions, practices, policies, and rules of regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

ARTICLE 28: DURATION AND PLEDGE

- 28.1 This Agreement shall become effective on the first (1st) day of January, 2017, unless specifically provided otherwise, and shall remain in effect through the thirty-first (31st) day of December 2019, and continue in effect from year to year, thereafter, unless changed or terminated in the manner herein provided.

28.2 Either party desiring to change this Agreement must notify the other in writing prior to July 1, of the year of expiration, or July 1 of any year following. Until a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. However no compensation increases, including anniversary step or range movement, shall be required during such an extended contract period. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.

28.3 In consideration of the terms and conditions of employment established by this Agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:

28.31 The Union and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment.

28.32 The employer will not engage in, instigate, or condone any lock-out of employees.


AGREED to this 23 day of May, 2017, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the employer and the union:

FOR:

MORRISON COUNTY



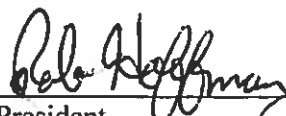
County Board Chairman




County Administrator

FOR:

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 65, AND ITS
AFFILIATED LOCAL 2564



President



AFSCME Council 65

APPENDIX B
Eligible Clothing Items

1. ANSI approved safety boot
2. ANSI approved minimum type II insulated and non-insulated coveralls
3. Reflective gloves
4. ANSI approved minimum type II jackets
5. ANSI approved minimum type II t-shirts, shirt, sweat shirt
6. Reflective hats
7. ANSI approved minimum type II rain gear
8. ANSI approved minimum type II insulated and non-insulated pants
9. Coveralls
10. Insulated Gloves
11. Leather/ Work Gloves
12. Insulated Bibs with Jacket

**Memorandum of Understanding
Between
Morrison County Public Works
And
AFSCME Council 65, Local 2564**

This Memorandum of Understanding is intended to detail certain operational matters related to the County's utilization of certain positions outside of the bargaining unit during the balance of the contract term of January 1, 2017 through December 31, 2019.

Morrison County utilizes two primary types of Intermittent/Seasonal employees in the Public Works Department that are not included in the bargaining unit:

- 1) Intermittent Maintenance Technicians are generally employed in the winter to perform snow and ice control; and
- 2) Seasonal employees who are generally employed in the spring, summer and winter months.

The County and Union agree that Intermittent Maintenance Technicians will operate pursuant to the following conditions:

1. There will not be more than fifteen (15) Intermittent Maintenance Technicians on the County's roster at any time.
2. All individuals hired as Intermittent Maintenance Technicians will not be paid above one step below the maximum pay of regular full-time Maintenance Technicians.
3. Intermittent Maintenance Technicians will not be permitted to perform work outside of the attached job description.
4. Intermittent Maintenance Technicians will not receive an on-call stipend.

The County and Union agree that Seasonal Maintenance Technicians shall not operate equipment requiring a Class A license.

The Union will withdraw its pending Petition for Clarification or Amendment of Appropriate Unit upon both parties executing this Memorandum of Understanding.

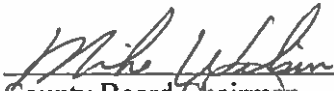
This Memorandum of Understanding will remain in full force and effect through December 31, 2019 and will automatically expire on that date unless renewed by the parties. Following its

expiration, the provisions of this Memorandum of Understanding will not operate as a waiver of any Union or County rights.

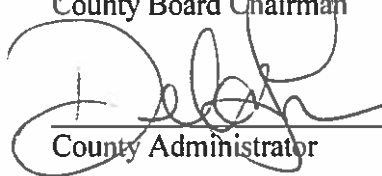
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on 23 day of May, 2017. This Agreement shall remain in full force and effect for the duration of this Agreement.

FOR:

MORRISON COUNTY




County Board Chairman



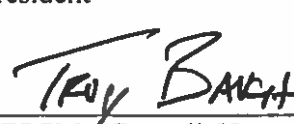
County Administrator

FOR:


AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 65, AND ITS
AFFILIATED LOCAL 2564



President



AFSCME Council 65



**Memorandum of Understanding
Between
Morrison County Public Works
And
AFSCME Council 65, Local 2564
(10 Hour Days)**

This Memorandum of Understanding will detail the agreement of the parties on the application of the ten (10) hour summer schedule for Maintenance and Engineering positions that utilized a four (4) consecutive ten (10) hour days summer schedule. For the duration of the collective bargaining agreement, the County agrees to institute its summer maintenance operations (affecting Maintenance and Engineering), providing for a regular ten (10) hour day schedule, beginning on the first full week of May through the first full week in October unless the County provides at least thirty (30) calendar days advance notice of a change to this schedule. This will not limit the right of the County to change hours pursuant to Section 8.8 of the collective bargaining agreement.

This Memorandum of Understanding will remain in full force and effect through December 31, 2019 and will automatically expire on that date unless renewed by the parties. Following its expiration, the provisions of this Memorandum of Understanding will not operate as a waiver of any Union or County rights.

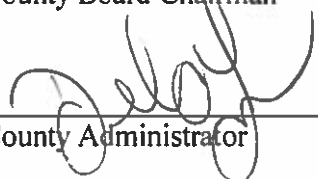
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on 23 day of May, 2017. This Agreement shall remain in full force and effect for the duration of this Agreement.

FOR:

MORRISON COUNTY



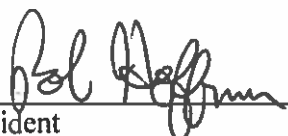
County Board Chairman



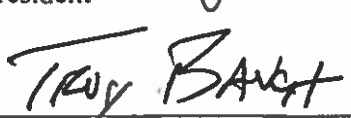
County Administrator

FOR:

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 65, AND ITS
AFFILIATED LOCAL 2564



President



AFSCME Council 65

**Memorandum of Understanding
Between Morrison County
And AFSCME Council 65
Public Works Unit**

This Memorandum of Understanding is by and between Morrison County (also called the County) and AFSCME Council 65 (also called the Union). The union is the exclusive representative for the bargaining unit noted above. The County and the Union will collectively be referred to as the parties.

This memorandum is intended to detail the agreement the parties have reached regarding the Special Engineering License requirement within the Maintenance Technician job description.

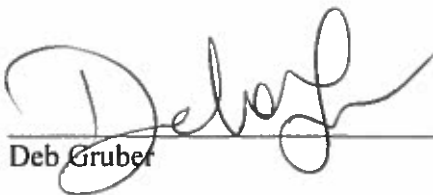
It is required of all Maintenance Technicians employed with Morrison County to have or obtain the MN Special Engineering License (Boilers License) within six (6) months. The six (6) month time frame will begin when the employee is initially registered to take the exam.

If an employee does not have the license at the time of hire, Morrison County will provide the following:

1. Study materials for the exam.
2. Work time to schedule and take the exam.
3. Mileage expense reimbursement or a County vehicle to travel to the exam site.
4. The County will register and cover the exam fee, up to three (3) exam fees will be provided.


This Agreement was entered into on the 23 day of May, 2017.

For Morrison County:

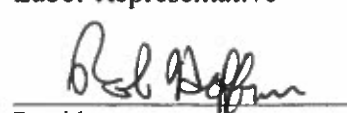


Deb Gruber

For AFSCME Council 65:



Labor Representative



President

Memorandum of Understanding Between Morrison County And AFSCME –Public Works

This Memorandum of Understanding is by and between Morrison County (also called the County) and AFSCME also called the Union). The union is the exclusive representative for the bargaining unit noted above. The County and the Union will collectively be referred to as the parties.

The parties are currently subject to a collective bargaining agreement that runs from January 1, 2017 through December 31, 2019. As identified in the collective bargaining agreement, the parties discuss through the Morrison County Insurance Committee potential changes in health insurance options and the potential application of Minn. Stat. Sec. 471.6161, Subd. 5 related to a change in the aggregate value of benefits.

Beginning in 2017, the County entered into a five year agreement with LOGIS -an insurance cooperative that offers HealthPartners insurance. This agreement also identifies five years of rate guarantees and the ability to choose between two networks (currently Open Access or Perform). The County notified the Union of the Insurance Committee meeting where the renewal was discussed. Based on those discussions, the Insurance Committee recommends the parties agree as follows:

1. For coverage year 2018, Morrison County will offer four tiers of coverage (Employee, Employee + Children, Employee + Spouse, Family).
2. For coverage year 2018, Morrison County will initially offer employees the choice of four plans. The four plans offered for 201 will be the \$30 Copay, \$2500 HRA, \$2700 HDHP RX (HSA), and \$4,000 HDHP RX (HSA).
3. The 2018 Cafeteria Contributions is defined below (LTD and basic life will be added).

<u>Single</u>	<u>EE+Child</u>	<u>EE+Spouse</u>	<u>Family</u>
\$807.80	\$1092.28	\$1,130.38	\$1,219.30

- a. Pursuant to the understanding established in the 2017 Insurance MOU, the renewal rate increase of 9% will be split 50/50 with an increase of 4.5% in the County cafeteria contribution.
 - b. The parties agree that rounding differences may apply and the actual amount will be as rounded by payroll.
 - c. The parties agree that the cost for LTD and basic life will be added to the amount defined above and funded by the County.
 - d. In the event that an employee elects the HRA plan, the cafeteria contribution will be modified as follows: the cafeteria contribution will be reduced by fifty percent (50%) of the listed HRA deductible amount which will be deposited into the employee's HRA account.
4. For coverage years 2019, the following will apply.
 - a. Due to the significant change in insurance coverage options and rules imposed as a result of the ACA, the agreement will consist of an overall County Cafeteria Contribution level

for the following year based on the current year enrollment level (LTD and basic life will be added to the amount) with the following goals and considerations.

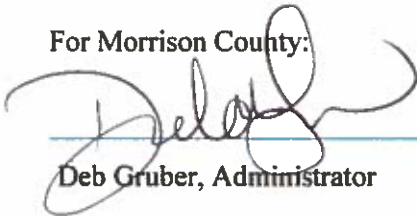
- i. The County and the various employee groups will have representatives serve on an insurance committee. The insurance committee consists of the following membership: 2 non-union, 2 AFSCME Social Services, 2 AFSCME Public Works, 1 LELS, 1 Teamster. Action by the Insurance Committee will occur with a majority vote of those members present at a meeting. The insurance committee will address the following scenarios as follows after being given time to confer with the membership they represent:
 - ii. The Insurance Committee defined above will work with Administration to determine the contributions for the levels and plans offered.
 - iii. The County will work towards investing into insurance costs for all employees, responding to trends, recruitment and retention issues, ACA insurance changes,
- b. The increase/decrease for overall County cafeteria contribution will be split 50/50 based on the overall renewal rate for 2019 and the insurance committee will provide a recommendation as to the specific cafeteria contribution distribution.

5. This Memorandum of Agreement does not operate as a waiver of any management or union rights except as specifically identified in this agreement.

This Agreement shall continue in full force and effect until a new collective bargaining agreement is negotiated to address the changes to health insurance coverage (bargaining agreement beginning January 1, 2017).

This Agreement was entered into on the 13 day of JUNE, 2017.

For Morrison County:



Deb Gruber, Administrator

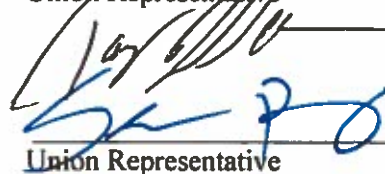
For Union:



Union, Staff Representative



Union Representative



Union Representative