LABOR AGREEMENT

BETWEEN

MORRISON COUNTY BOARD OF COMMISSIONERS

AND

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

SOCIAL SERVICE UNIT

TERM

January 1, 2020 through December 31, 2022

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LABOR AGREEMENT

This Labor AGREEMENT is entered into between the Morrison County Board, hereinafter called the "EMPLOYER", and Local No. 2564 (Social Services Unit), affiliated with Council No. 65 of the American Federation of State, County and Municipal Employees, AFL-CIO, 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;
- 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 collective bargaining in an appropriate unit composed of:

All employees of the Morrison County Social Services Department whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year, excluding supervisory and confidential employees. Part-time or temporary employees excluded from the definition of "public employee" contained in Minnesota Statute 179A.03, subd. 14, are also excluded from this unit.

ARTICLE 3 - SCOPE OF AGREEMENT

- 3.1 The UNION recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota, rules and regulations of the Department of Human Services, and rules and regulations of the Merit System.
- 3.2 At all times herein, when a specific Article and/or subparagraph are referred to, it should be noted that referral is to an Article and/or subparagraph of this Union Contract and reference to any other previous contracts and/or county policies shall not apply.

ARTICLE 4 - EMPLOYER RIGHTS

4.1 The EMPLOYER retains the rights 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 or because of any other protected class as defined in state or federal statute or rule.

ARTICLE 5 - UNION RIGHTS

- 5.1 Deduction of UNION dues.
 - 5.1a The EMPLOYER shall, from the first two (2) payroll checks each month, 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 by the UNION.
 - 5.1b Fair share dues will be withheld according to law.
 - 5.1c It is understood and agreed that the EMPLOYER'S responsibility to provide dues check-off and fair share fee services pursuant to Subsection 5.1a and Subsection 5.1b above shall be required only for the period that such items are required by law.
 - 5.1d 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 or because of any other protected class as defined in state or federal statute or rule.
 - 5.1e Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.
 - 5.1f The UNION and the employees agree to indemnify and hold the EMPLOYER harmless against any claim, suit, order, judgment or actions taken against the EMPLOYER involving the administration of this ARTICLE.
- 5.2 UNION officers.

- 5.2a The UNION may designate employees from the bargaining unit to act as Stewards and shall inform the EMPLOYER 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 24 (Grievance Procedure).
- 5.2b 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 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 Staff 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 Social Services Directors, 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.
- 5.5 Employees shall have the right to review the employee's individual personnel file.

ARTICLE 6 - EMPLOYMENT STATUS

- 6.1 Personnel employed and scheduled for a normal work week of forty (40) hours shall be defined as full-time employees.
- 6.2 Personnel employed and scheduled for a normal work week of less than forty (40) hours, but more than fourteen (14) hours and more than sixty-seven (67) work days per calendar year shall be defined as part-time employees.

ARTICLE 7 - PROBATIONARY PERIOD

- 7.1 All full-time and part-time employees who are original hires, 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) consecutive month trial period (1,560 hours). The County may, at its exclusive direction, extend this trial period by three months (520 hours) after conducting a status review a status review meeting with the employee and representative of the 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, any 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 24 (Grievance Procedure).

ARTICLE 8 - HOURS OF WORK

- 8.1 The normal work week for full-time employees shall be forty (40) hours per week.
 - 8.1a During a normal work day, employees shall be allowed an unpaid lunch period designated by the EMPLOYER. Such period shall be at least thirty (30) minutes and not more than one (1) hour in length and at approximately the middle of the work day.
 - 8.1b During the normal work day, employees shall be allowed two (2) fifteen (15) minute paid rest periods, one period in the morning and one period in the afternoon.
- 8.2 The normal work week and normal work days for part-time employees shall be established by the EMPLOYER. Part-time employees shall be subject to the conditions provided in 8.1a and 8.1b.
- 8.3 All employees having completed a probationary or trial period and having consistently met all performance standards on their annual reviews may submit requests for alternative work schedules on a tri-annual basis. Alternative scheduling would allow the shifting of an employee's schedule of up to one hour before or one hour after the normal 8:00 a.m. to 4:30 p.m. daily schedule or allow a shift in the number of work hours from eight (8) to a maximum of ten (10) hours per day within a forty-hour work week. It is required that any alternative schedule would begin no earlier than 7:00 a.m. and conclude no later than 5:30 p.m. It is understood that the Employer may call individual employees back to regular schedules when a shortage in coverage exists within their unit. Individual employees may also be denied an alternative schedule when temporarily unable to carry out all responsibilities as assigned or is having difficulty with general work-related behaviors. In all cases, approval of individual alternative work schedules would be at the sole discretion of the Employer and would only be subject to grievance procedures of this contract up to and

including Step 3, but no further. Any alternative schedule option must be consistent with the requirements of all state and federal laws pertaining to wage and hour standards and must not result in overtime obligations to the Employer.

In order to establish a cycle for the bidding of alternative schedules, the process will begin with tri-annual bidding for leave and alternative schedule requests. Such leave and alternative schedule requests must be submitted by employees no later than March 1, July 1, and November 1 for the four-month periods beginning May 1, September 1, and January 1 respectively. Employees shall be notified of approved leave requests and alternative schedule requests no later than April 1, August 1, and December 1 for the four-month periods beginning May 1, September 1, and January 1 respectively. All requests for leave submitted as part of this request process shall be approved based on seniority, subject to assuring adequate coverage within each unit, and shall be approved before any alternative schedule requests are considered. All requests for alternative schedule shall then be considered and approved based on seniority, subject to assuring adequate coverage within each unit. All other leave requests not submitted as part of the tri-annual submission process will be approved on a first come, first served basis, subject to assuring adequate coverage within each unit. Should staff be called back from leave or alternative schedule, for any reason, they shall be called back, within each unit needing additional staff, in inverse order to the original basis upon which they qualified for leave or schedule.

ARTICLE 9 - OVERTIME

- 9.1 Non-Exempt Employees. Non-exempt employees, under the Fair Labor Standards Act, who are assigned by the Social Services Director or a designated representative to work in excess of forty (40) hours during a normal work week, shall be compensated for overtime hours worked at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay.
- 9.2 Exempt Employees. Exempt employees, under the Fair Labor Standards Act, who with prior approval by the Director or their designee work in excess of forty (40) hours during a normal work week, shall earn compensatory time at the rate of time for time. Should the Director or their designee require an employee to work in excess of 40 hours due to an agency directive or emergency shall earn one and one half (1-1/2) times their regular rate of pay.

Intent: That the employee will be asked to flex first, but if circumstances don't allow for it, the employee can ask, and the employer can allow for compensatory time at time and one- half (1-1/2).

- 9.3 <u>Normal Work Week for Overtime</u>. For the purpose of computing overtime, the normal work week shall begin at 12:00 am., Saturday.
- 9.4 <u>Computing Overtime</u>. For the purpose of computing overtime, approved paid hours of absence because of PTO, holidays, or funeral leave shall be considered hours worked.

9.5 In accordance with the Fair Labor Standards Act, overtime assigned Overtime Payment. and worked in excess of forty (40) hours during a normal work week by employees, may be taken in the form of payment or in compensatory time off, with a maximum accrual of 40 hours, if agreeable to both the employee and EMPLOYER. In the event the employee elects to take overtime in the form of compensatory time off, at the rate of one and one-half (1-1/2)hours off for each hour worked, the employee must notify the Social Services Director or a designated representative at least two (2) calendar days in advance of the time when the employee wishes to take the compensatory time off. Employees may take accrued compensatory time in the form of cash up to a maximum of 20 hours and only on the first payroll period December each in year.

When an employee reaches the forty (40) hour compensatory time bank maximum limit, the employee may request a waiver of the maximum by no more than 10 total hours. Such request must be made in the pay period prior to the forty (40) hour maximum being exceeded. The request shall only be granted if the employee submits a plan that is acceptable to the Social Services Director, or their authorized designee, and manages the employee's compensatory time bank back under the forty (40) hour maximum within thirty (30) days from the date of the plan's acceptance. This waiver shall not be granted to any employee more than once per year. Nothing in this agreement should be construed to limit the County's ability to require hours in excess of forty (40) per week be worked by any employee.

ARTICLE 10 - COMPENSATION

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 years of each employee's continuous employment with Morrison County Social Services and experience with the work in the job title. Copies of the compensation plan are attached hereto and are hereby made a part of this agreement.

Effective the first pay period in January 2020, the salary ranges will increase and employees will receive a two percent (2%) COLA adjustment.

2021. Effective the first paycheck received in January 2021 3% COLA will be applied to all wages.

2022. Effective the first paycheck received in January 2022, 3% COLA will be applied to all wages.

10.1b 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.

- 10.1c During the term of this Agreement, anniversary steps will be granted after an employee works 2080 compensated hours, exclusive of overtime, and has received a satisfactory evaluation. No anniversary step may exceed range maximum.
- 10.1d 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.
- 10.1e Initial placement shall be as recommended by the Social Services Director and approved by the County Administrator. Initial placements shall be equitable with respect to other persons in the same classification with similar or equivalent experience and/or education. The Social Services Director may appoint new employees above the beginning step, but not above mid-range, when one of the following two conditions exist: 1) the new employee has substantial past work experience directly applicable and enhancing to the job assignment or 2) the employee possesses certificate or degree-related education beyond what is minimally required by the job, directly applicable and enhancing to the job assignment.
- 10.2 <u>Mileage</u>. Employees required by the EMPLOYER to use their personal automobiles while engaged in authorized County work shall be entitled to reimbursement at the rate established by the IRS on an annual basis.
- 10.3 <u>On Call:</u> If the County wishes to establish an on-call schedule for any bargaining unit classifications the County and the Union shall meet and negotiate the terms for the on-call duty.

The Employer will pay two hundred and fifty dollars (\$250) per month to employees regularly scheduled to work thirty (30) hours per week or more in compensation for being available on call to respond to Reports involving imminent danger to a child. Staff available for on call will be child protection staff whose positions are assigned to complete assessments or investigations as their primary responsibility. The staff assigned to on call will create the schedule of who will be available with the assigned time to be distributed fairly. The four (4) social services Supervisors and Director will be kept informed of the assigned schedule and any changes made. The staff assigned to be scheduled for on call are expected to respond to the report via phone, email or text within one hour. It is a requirement that the on-call staff be physically and mentally capable of responding and performing the assigned work without impairment of any kind within three (3) hours, the physical response time will vary depending on the specific situation. Should a staff be called in to perform work by the Director or their designee under these circumstances, they would earn compensatory time at the rate of one and one-half $(1 \frac{1}{2})$ times the employee's hourly rate of pay and will not be required to adjust their schedule in that work week. Staff will be compensated from the time they confirm receipt of the

call not to exceed 1 hour. Staff required-to report will be compensated for a minimum of 2 hours of overtime (time and one half $(1-\frac{1}{2})$ times their regular rate of pay) their actual mileage from their residence or current location up to 60 miles each way to a maximum of 120 miles total round trip.

- 10.4 The Employer shall reimburse employees for all reasonable costs for damage done to their personal property (clothing, vehicle, etc.) while discharging the duties of their job where there is an imminent health risk as outlined in the Infectious Disease Policy or where the damage is inflicted by an assaultive or destructive client, up to \$250. The Employer shall also reimburse employees for towing expenses to remove an employee's car from a ditch and place it at the point of entry into the ditch provided that the car went into the ditch while the employee was providing service on behalf of the County, the event was not the result of driver error, the event was not caused by mechanical failure, and the event did not result in any collision damage to the employee's vehicle.
- 10.5 The County will contribute the following to the deferred compensation account of each employee who also contributes as shown:

Employee Contribution	Employer Contribution
Per Pay Period	Per Pay Period
\$25.00 - \$34.99	\$10.00
\$35.00 - \$99.99	\$15.00
\$100.00 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 The County agrees to meet and confer with the Union in the event the County needs to change the pay date for employees.
- 10.7 Longevity/retention. Employees shall receive a lump-sum payment to be paid on the paycheck immediately following the continuous completion of the following years of service.

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Years of Service		Lump-Sum Payment
15 years		1% of base salary
20 years		2% of base salary
25 years		2% of base salary
30 years		2% of base salary
35 years		2% of base salary

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 forty (40) hours of PTO all severance payments will be paid out in cash.

ARTICLE 11- PAID TIME OFF (PTO)

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

Years of Service**	Annual Accrual Rate	Accrual Rate
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, 1980 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.

** Years of service will be calculated and effective on the same basis as eligibility for step movement.

- 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 Any employee who is on a corrective action plan for performance that has been rated "unacceptable" is not eligible to use accrued PTO until such time as their immediate supervisor authorizes them to do so. Exceptions to this limitation shall include any approved use of extended sick leave, PTO that would otherwise be allowed as sick leave pursuant to the personnel policies or for a death qualifying for the use of funeral leave.
- 11.6 The following payout schedule shall apply to the allowance for payment of cash or deferred compensation:

Conversion To:	<u>Deferred Comp</u> OR <u>Cash</u>
1-5 years	20 hours
6-10 years	60 hours
11-15 years	80 hours

16-20 years	100 hours
21+ years	120 hours

ARTICLE 12 - FUNERAL LEAVE

- 12.1 All full-time permanent employees shall be allowed to use up to twenty-four (24) hours 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.

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) employees in the same job class may be scheduled for a planned use of PTO at the same time only with the approval of the Social Service Director or a designated representative.

ARTICLE 14 - JURY DUTY

- 14.1 Full-time employees called for jury duty shall be compensated for the difference between the jury duty per diem and the employee's normal daily wages, not to exceed thirty (30) normal work days.
- 14.2 Part-time employees shall be eligible for jury duty as provided by this ARTICLE.

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.
- 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 benefit 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 In the event that the EMPLOYER contribution is less than the total premium amounts, the employee will be required to pay the premium balance for any coverage. In the event that the employee selects benefit coverage pursuant to this Article which has total premiums less than the EMPLOYER contribution, the balance shall be applied to other qualified benefits selected by the employee under the County cafeteria plan or paid to the employee as taxable earnings.
- 15.4 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.
- 15.5 Full-time employees with dates of employment on or before March 1, 1986, (a) who are eligible for a PERA annuity pursuant to Minn. Stat. Sec. 353.30 at time of retirement, and (b) who have been employed twenty (20) continuous years or more by the EMPLOYER at the time of retirement from the County shall have up to One Hundred Seventy-five dollars (\$175) per month towards any 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 (10) years, whichever comes first. The provisions of this section shall not apply to any employee whose date of employment with the Social Services Department began on or after March 1, 1986.
- 15.6 Part-time employees shall not be eligible for insurance benefits as established by this Article except as follows: Employees who are regularly scheduled to and working at least 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

15.7 The County shall provide long term disability insurance to bargaining unit employees at no cost to the employee.

ARTICLE 16 – HOLIDAYS

- 16.1 Twelve (12) days shall be considered paid holidays for full-time employees. A day for purposes of this section shall be eight (8) hours of paid time.
- 16.2 The holidays and dates observed will be:

New Year's 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 4th Labor Day - 1st Monday in September Veteran's Day - November 11th Thanksgiving Day - 4th Thursday in November The Friday after Thanksgiving Christmas Eve – December 24 Christmas Day - December 25th Floating Holiday

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. The provisions of Article 16.8 will apply to this holiday in the event that it is a Floating Holiday.

- 16.3 In the event any of the above holidays fall on a Sunday, the following Monday will be observed as the holiday; and if any of the above holidays fall on a Saturday, the preceding Friday will be observed as the holiday.
- 16.4 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 absences as provided by this Agreement shall be considered to have worked the normal work day before and/or after a holiday.
- 16.5 A holiday which occurs during an employee's PTO period shall be considered a paid holiday and the employee shall not be charged for PTO for that day.
- 16.6 <u>Work on a Holiday</u>. Employees assigned by the Social Services Director or a designated representative to work on a holiday as established by this ARTICLE shall be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked, plus the holiday pay.
- 16.7 Part-time employees shall be eligible for pro-rated holiday pay based on their normal work week.
- 16.8 The rules and restrictions regarding scheduling and use of the Floating Holiday will be the same as in Article 13.1. The Floating Holiday must be used prior to December 1 each year or it shall be forfeited for that payroll year. The floating holiday may be taken during the probationary period.

ARTICLE 17 - SEPARATION

17.1 Employees shall be considered separated from employment with the EMPLOYER based on the following actions:

- 17.1a <u>Resignation</u>. Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of their resignation. In the event of unusual circumstances beyond the employee's control, the EMPLOYER may waive the fourteen (14) calendar day notice requirement.
- 17.1b <u>Retirement</u>. Employees shall retire from employment in accordance with EMPLOYER policy.
- 17.1c <u>Discharge</u>. Employees may be discharged from employment as provided by ARTICLE 20 of the Union Contract (Discipline and Discharge).
- 17.1d <u>Absence from Work</u>. Employees absent from work without an approved absence as provided by ARTICLES 11, 12, 13, 14 and 18 (PTO, Funeral Leave, Jury Duty or Leave of Absence) may be discharged as provided by ARTICLE 20 of the Union Contract (Discipline and Discharge). Notwithstanding the above, an employee who fails to report to work on the next work day following having been absent from work for three (3) consecutive days without notice to the Employer shall have resigned. In appropriate cases, the Employer may waive application of this section.
- 17.1e <u>Inability to Perform Job Duties & Responsibilities</u>. Employees may be separated for the inability to perform job duties and responsibilities as provided by ARTICLE 7 of the Union Contract (Probationary Period).
- 17.2 An employee who has separated from employment may be reemployed to a position in the same class at any time within two (2) years after the date of resignation. Separation as provided by this Article shall terminate seniority.
- 17.3 Employees separated from employment during the original probationary period, as established by section 7.1 hereof, shall be compensated for earned PTO.

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 ARTICLES 11, 12, 13 AND 14 (PTO, FUNERAL LEAVE or JURY DUTY), 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 Social Services Director 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, seniority or benefits.

- 18.4 Employees who are absent from work without an approved leave of absence will be subject to the provisions of ARTICLE 20 (Discipline and Discharge).
- 18.5 A leave of absence for military service shall be granted in accordance with State and Federal laws.
- 18.6 Employees who are unable to perform their work duties because of any injury or illness shall be granted an unpaid leave of absence for a period not to exceed six (6) months. Extension of leave beyond six (6) months must be requested by the employee in writing.

ARTICLE 19 - RECRUITMENT POLICIES

- 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:
 - 19.1a have the necessary qualifications to meet the standards of the job class; and
 - 19.1b have the ability to perform the duties and responsibilities of the job class.
- 19.2 All job class vacancies shall be posted for five (5) working days.
- 19.3 Notice of vacancies or newly created vacancies shall state the type of work, place of work, rate of pay, hours to be worked and job classification. An additional copy of the job posting shall be given to the Union President at the time of posting. The Union President, shall be notified at the time of posting, shall then provide a copy of said job posting to all laid off union employees.
- 19.4 Whenever possible and when consistent with the needs of the Department a vacancy or newly created position shall be filled from among the present employees, giving consideration to qualifications for the job and seniority. In the event a senior employee is not selected for a vacancy or newly created position, such employee shall be given written reasons, therefore, upon request.
- 19.5 If the EMPLOYER determines not to fill a vacant position, written notice of such decision will be given to the Union President.
- 19.6 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 Employees have the right to grieve disciplinary action through the provisions of ARTICLE 24 (GRIEVANCE PROCEDURE), provided that if no appeal is made of such disciplinary action within ten (10) work days of its occurrence this right is waived.
- 20.3 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.
- 20.4 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 Morrison County Social Services Agency. Upon completion of the probationary period, the seniority date shall relate back to the employee's initial date of employment.
- 21.2 The seniority list, on the date of this Agreement, shall show the name and job title of all employees in the agency. The EMPLOYER will keep the seniority list up to date and will provide the UNION with an up to date copy when requested, in addition to posting the list on the employee's bulletin board on the first of the year for a period of fourteen (14) days. Employees shall have thirty (30) days from the date of posting to notify the EMPLOYER of any disagreements over the seniority roster.
- 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 23 (LAYOFF),
 - 21.42 During a work stoppage.
- 21.5 Seniority shall have application to:
 - 21.51 The accumulation of PTO;
 - 21.52 The selection of a PTO period;
 - 21.53 As one criterion in considering applicants for promotion.

ARTICLE 22 - FAMILY & MEDICAL LEAVES

22.1 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, child 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.
- d. To care for the employee's spouse, child, or parent, who has a serious health condition due to an injury sustained in the line of military duty or next of kin of a covered service member (as defined by FMLA) with a serious injury or illness.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 Effect on Benefits. 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.
- 22.6 Substitution of Paid Leave. If the employee takes leave for the birth or placement of a child, the employee must substitute accrued extended sick leave, paid PTO and accrued compensatory time for the unpaid leave.
- 22.7 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.

22.9 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 23 - LAY OFF

- 23.1 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 original date of hire for all full-time and part-time employees, ability to perform available work, and work performance within the affected job class.
- 23.2 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.
- 23.3 An employee's right to recall shall exist for eighteen (18) months after his/ her last date of layoff.
- 23.4 Failure to return to work within ten (10) working days of notice of recall shall terminate all rights to recall. Notice of recall shall be sent by registered mail 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.
- 23.5 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 comparable position for which the employee on layoff is qualified shall terminate all right to recall.

ARTICLE 24 - GRIEVANCE PROCEDURE

- 24.1 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.
- 24.2 It is recognized and accepted by the EMPLOYER and the UNION that the processing of grievances as hereinafter provided is limited by the service obligations of the EMPLOYER and shall, therefore, be accomplished during working hours only at a mutually convenient time consistent with such service needs.

- 24.3 Employees shall have the right to process grievances through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a grievance may be processed through one procedure or the other, but not both. An employee who pursues a grievance through a procedure other than the procedure provided in this section shall waive the rights of ARTICLE 24 of this Agreement.
- 24.4 Grievances shall be resolved in the following manner:

STEP 1. Upon the occurrence of any alleged violation of the AGREEMENT, the employee involved shall reduce the alleged violation in writing and attempt to resolve the matter on an informal basis with the employee's immediate supervisor. The employee's supervisor shall give a written answer to the grievance within ten (10) calendar days following the informal meeting. If agreement is reached satisfactorily resolving the grievance, a note to that effect shall be dated and signed by both parties. If the matter is not resolved to the employee's satisfaction by this informal discussion, it may be referred to STEP 2 by the UNION. The grievance shall be in writing and shall set forth the nature of the grievance and the facts on which it is based. Any alleged violation of this AGREEMENT shall be considered waived if not reduced to writing by the UNION within twenty-one (21) calendar days (ten (10) work days in the event of a grievance pursuant to Section 20.2) of the first occurrence of the event giving rise to the grievance.

STEP 2. Alleged violations of this AGREEMENT referred in writing, as provided in STEP 1, shall be considered a grievance subject to the definition of section 24.1. Within ten (10) calendar days after receiving the written grievance, the Social Services Director and the appropriate UNION Steward shall meet and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Social Services Director shall give his written answer to the UNION Steward within ten (10) calendar days following this meeting. The UNION may refer the grievance in writing to STEP 3 within ten (10) calendar days after receipt of the Director's written answer. Any grievance not referred in writing by the UNION within ten (10) calendar days following receipt of the Director's answer shall be considered waived.

STEP 3. Within ten (10) 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 ten (10) 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 Social Services Director'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 mediation is tolled during mediation and if mediation does not resolve the grievance within thirty days, arbitration may commence as hereafter provided in Step 5.

STEP 5. If the grievance remains unresolved, the UNION may, within ten (10) calendar days after response of the 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 ten (10) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10) day period, either party may request the Public Employment Relations Board 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.

- 24.5 The arbitrators shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this AGREEMENT and shall consider and decide only the specific issue submitted 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 a decision in writing within thirty (30) 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 parties.
 - 24.5a 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 provided it pays for the record.
- 24.6 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 to 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.

ARTICLE 25 - SEVERABILITY

25.1 In the event that any provision(s) of this AGREEMENT is declared void by proper legislative, administrative or judicial authority from whose findings, determination or decree

no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

25.2 The parties agree, upon written notice, to enter into negotiations to place the voided provision(s) of the AGREEMENT in compliance with the legislative, administrative or judicial determination.

ARTICLE 26 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 26.1 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.
- 26.2 Any and all prior agreements, resolutions, practices, policies and rules or regulations regarding the term and conditions of employment, to the extent they are inconsistent with this AGREEMENT, are hereby superseded.

ARTICLE 27 - DURATION AND PLEDGE

- 27.1 This AGREEMENT shall be effective on January 1, 2020, unless provided otherwise herein, and shall remain in effect through December 31, 2022, and shall continue in effect from year to year, thereafter, unless changed or terminated in the manner herein provided.
- 27.2 Either party desiring to change this AGREEMENT must notify the other in writing by the July 1 prior to the expiration date specified in section 27.1 of this ARTICLE. Until a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this AGREEMENT shall follow the same procedures as a proposed change.
- 27.3 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 this AGREEMENT:

- 27.3a 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.
- 27.3b The EMPLOYER will not engage in, instigate, or condone any lock-out of employees.

AGREED to this 5 day of <u>Meenher</u>019, 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:

FOR:

MORRISONCOUNTY County Board Chairma County Administrat

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

12-5-2019 anar

AFSCME Coulcil 65

LIST OF BARGAINING UNIT CLASSIFICATIONS AND CORRESPONDING GRADES

CLASSIFICATION	<u>GRADE</u>
Admin. Support Specialist	15
Account Technician	17
Case Aide	21
Support Enforcement Aide	17
Eligibility Worker	21
Child Support Officer I	22
Eligibility Lead Worker	23
Social Worker*	27
Fraud Investigator	25
Lead Social Worker	30
Mental Health Worker**	30
Collections Officer	20

* Social Worker will be compensated at Grade 28 in the County compensation system and grade may be adjusted during the term of this agreement without further salary

**Mental Health Worker will be compensated at Grade 32 in the County compensation system.

Morrison County Job Classification System Salary Grade Table: January, 2020

January 2020- 2% Increase

	oints	Grade	Grade																	
Min	Max	Numbers	S	step 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7		Step 8		Step 9
				4%		4%		4%		4%		4%		4%		4%		<mark>2%</mark>		2%
91	116	1	\$	9.35	\$	9.72	\$	10.11	\$	10.51	\$	10.93	\$	11.37	\$	11.82	\$	12.06	\$	12.30
117	144	2	\$	9.72	\$	10.11	\$	10.51	\$	10.93	\$	11.37	\$	11.82	\$	12.30	\$	12.54	\$	12.79
145	173	3	\$	10.11	\$	10.51	\$	10.93	\$	11.37	\$	11.82	\$	12.30	\$	12.79	\$	13.04	\$	13.30
174	203	4	\$	10.51	\$	10.93	\$	11.37	\$	11.82	\$	12.30	\$	12.79	\$	13.30	\$	13.57	\$	13.83
204	234	5	\$	10.93	\$	11.37	\$	11.82	\$	12.30	\$	12.79	\$	13.30	\$	13.83	\$	14.11	\$	14.38
235	266	6	\$	11.37	\$	11.82	\$	12.30	\$	12.79	\$	13.30	\$	13.83	\$	14.38	\$	14.67	\$	14.96
267	300	7	\$	11.82	\$	12.30	\$	12.79	\$	13.30	\$	13.83	\$	14.38	\$	14.96	\$	15.26	\$	15.56
301	335	8	\$	12.30	\$	12.79	\$	13.30	\$	13.83	\$	14.38	\$	14.96	\$	15.56	\$	15.87	\$	16.18
336	371 409	9 10	\$ \$	12.79 13.30	\$ \$	13.30 13.83	\$ \$	13.83 14.38	\$ \$	14.38 14.96	\$ \$	14.96	\$ \$	15.56	\$ \$	16.18 16.83	\$ \$	16.50 17.16	\$ \$	16.83 17.50
372 410	409 449	10	э \$	13.83	э \$	13.65	э \$	14.36	э \$	14.90	э \$	15.56 16.18	э \$	16.18 16.83	э \$	17.50	Ф \$	17.16	э \$	17.50
410	449	12	Գ \$	14.38	ֆ \$	14.36	φ \$	14.90	φ \$	16.18	ֆ \$	16.83	φ \$	17.50	φ \$	18.20	ֆ \$	18.56	э \$	18.93
430	490 532	12	Գ \$	14.36	φ \$	14.90	φ \$	16.18	φ \$	16.83	ֆ \$	17.50	φ \$	18.20	գ \$	18.93	φ \$	19.30	Գ \$	19.69
533	577	14	\$	15.56	\$	16.18	\$	16.83	\$	17.50	\$	18.20	\$	18.93	\$	19.69	\$	20.08	\$	20.48
578	623	15	\$	16.18	\$	16.83	\$	17.50	\$	18.20	\$	18.93	\$	19.69	\$	20.48	\$	20.89	\$	21.30
624	671	16	\$	16.83	\$	17.50	\$	18.20	\$	18.93	\$	19.69	\$	20.48	\$	21.30	\$	21.73	\$	22.15
672	721	17	\$	17.50	\$	18.20	\$	18.93	\$	19.69	\$	20.48	\$	21.30	\$	22.15	\$	22.60	\$	23.04
722	772	18	\$	18.20	\$	18.93	\$	19.69	\$	20.48	\$	21.30	\$	22.15	\$	23.04	\$	23.50	\$	23.96
773	826	19	\$	18.93	\$	19.69	\$	20.48	\$	21.30	\$	22.15	\$	23.04	\$	23.96	\$	24.44	\$	24.92
827	882	20	\$	19.69	\$	20.48	\$	21.30	\$	22.15	\$	23.04	\$	23.96	\$	24.92	\$	25.42	\$	25.92
883	941	21	\$	20.48	\$	21.30	\$	22.15	\$	23.04	\$	23.96	\$	24.92	\$	25.92	\$	26.44	\$	26.96
942	100	22	\$	21.30	\$	22.15	\$	23.04	\$	23.96	\$	24.92	\$	25.92	\$	26.96	\$	27.50	\$	28.04
1002	1065	23	\$	22.15	\$	23.04	\$	23.96	\$	24.92	\$	25.92	\$	26.96	\$	28.04	\$	28.60	\$	29.16
1066	1130	24	\$	23.04	\$	23.96	\$	24.92	\$	25.92	\$	26.96	\$	28.04	\$	29.16	\$	29.74	\$	30.33
1131	1198	25	\$	23.96	\$	24.92	\$	25.92	\$	26.96	\$	28.04	\$	29.16	\$	30.33	\$	30.94	\$	31.54
1199	1269	26	\$	24.92	\$	25.92	\$	26.96	\$	28.04	\$	29.16	\$	30.33	\$	31.54	\$	32.18	\$	32.80
1270	1343	27	\$	25.92	\$	26.96	\$	28.04	\$	29.16	\$	30.33	\$	31.54	\$	32.80	\$	33.45	\$	34.11
1344	1420	28	\$	26.96	\$	28.04	\$	29.16	\$	30.33	\$	31.54	\$	32.80	\$	34.11	\$	34.79	\$	35.47
1421	1500	29	\$	28.04	\$	29.16	\$	30.33	\$	31.54	\$	32.80	\$	34.11	\$	35.47	\$	36.18	\$	36.89
1501	1583	30	\$	29.16	\$	30.33	\$	31.54	\$	32.80	\$	34.11	\$	35.47	\$	36.89	\$	37.63	\$	38.37
1584	1669	31	\$	30.33	\$	31.54	\$	32.80	\$	34.11	\$	35.47	\$	36.89	\$	38.37	\$	39.13	\$	39.90
1670	1759	32	\$	31.54	\$	32.80	\$	34.11	\$	35.47	\$	36.89	\$	38.37	\$	39.90	\$	40.70	\$	41.50
1760	1852	33	\$	32.80	\$	34.11	\$	35.47	\$	36.89	\$	38.37	\$	39.90	\$	41.50	\$	42.33	\$	43.16
1853 1950	1949 2050	34	\$ \$	34.11	\$	35.47	\$	36.89 38.37	\$ \$	38.37 39.90	\$ \$	39.90	\$ \$	41.50	\$ \$	43.16 44.89	\$ \$	44.02 45.79	\$	44.89 46.69
2051	2050 2156	35 36	э \$	35.47 36.89	\$ \$	36.89 38.37	\$ \$	38.37 39.90	э \$	39.90 41.50	ъ \$	41.50 43.16	ъ \$	43.16 44.89	ֆ \$	44.89 46.69	э \$	45.79 47.62	\$ \$	46.69 48.56
2051	2150		э \$					39.90 41.50	э \$	41.50	э \$	43.16	э \$		э \$	48.56		47.62	•	48.50 50.50
2157	2205	37 38	э \$	38.37 39.90	\$ \$	39.90 41.50	\$ \$	41.50	ъ \$	43.16 44.89	ъ \$	44.89 46.69	ъ \$	46.69 48.56	ъ \$	48.56 50.50	\$ \$	49.53 51.51	\$ \$	50.50 52.52
2200	2378	30 39	Գ \$	39.90 41.50	э \$	43.16	э \$	43.10	э \$	44.89 46.69	э \$	48.56	э \$	48.50 50.50	э \$	50.50 52.52	э \$	53.57	э \$	52.52 54.62
2498	2621	39 40	Գ \$	43.16	գ \$	44.89	φ \$	46.69	ֆ \$	48.56	գ Տ	48.50 50.50	φ \$	52.52	Գ Տ	52.52 54.62	φ \$	55.71	э \$	56.80
2430	2750	40	ф \$	44.89	φ \$	46.69	φ \$		φ \$	50.50	φ \$	52.52	φ \$	54.62	\$	56.80	φ \$	57.93	φ \$	59.07
2751	2885	41	\$	46.69	φ \$	48.56	φ \$	40.50 50.50	\$	52.52	\$	54.62	\$	56.80	\$	59.07	\$	60.25	\$	61.43
2886	2000	43	\$	48.56	\$	50.50	\$	52.52	\$	54.62	\$	56.80	\$	59.07	\$	61.43	\$	62.66	\$	63.89

Morrison County Job Classification System Salary Grade Table: January, 2021

January 2021- 3% Increase

Job	Points	Grade	Grade																	
Min	Max	Numbers	S	tep 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7		Step 8		Step 9
				4%		4%		4%		4%		4%		4%		4%		2%		2%
9	1 116	1	\$	9.63	\$	10.02	\$	10.42	\$	10.84	\$	11.27	\$	11.72	\$	12.19	\$	12.43	\$	12.68
11	7 144	2	\$	10.02	\$	10.42	\$	10.84	\$	11.27	\$	11.72	\$	12.19	\$	12.68	\$	12.94	\$	13.19
14	5 173	3	\$	10.42	\$	10.84	\$	11.27	\$	11.72	\$	12.19	\$	12.68	\$	13.19	\$	13.45	\$	13.72
17		4	\$	10.84	\$	11.27	\$	11.72	\$	12.19	\$	12.68	\$	13.19	\$	13.72	\$	13.99	\$	14.27
20		5	\$	11.27	\$	11.72	\$	12.19	\$	12.68	\$	13.19	\$	13.72	\$	14.27	\$	14.55	\$	14.84
23		6	\$	11.72	\$	12.19	\$	12.68	\$	13.19	\$	13.72	\$	14.27	\$	14.84	\$	15.13	\$	15.43
26		7	\$	12.19	\$	12.68	\$	13.19	\$	13.72	\$	14.27	\$	14.84	\$	15.43	\$	15.74	\$	16.05
30		8	\$	12.68	\$	13.19	\$	13.72	\$	14.27	\$	14.84	\$	15.43	\$	16.05	\$	16.37	\$	16.69
33		9	\$	13.19	\$	13.72	\$	14.27	\$	14.84	\$	15.43	\$	16.05	\$	16.69	\$	17.02	\$	17.36
37		10	\$	13.72	\$	14.27	\$	14.84	\$	15.43	\$	16.05	\$	16.69	\$	17.36	\$	17.71	\$	18.05
41		11	\$	14.27	\$	14.84	\$	15.43	\$	16.05	\$	16.69	\$	17.36	\$	18.05	\$	18.41	\$	18.77
45		12	\$	14.84	\$	15.43	\$	16.05	\$	16.69	\$	17.36	\$	18.05	\$	18.77	\$	19.15	\$	19.52
49		13	\$	15.43	\$	16.05	\$	16.69	\$	17.36	\$	18.05	\$	18.77	\$	19.52	\$	19.91	\$	20.30
53		14	\$	16.05	\$	16.69	\$	17.36	\$	18.05	\$	18.77	\$	19.52	\$	20.30	\$	20.70	\$	21.11
57		15	\$	16.69	\$	17.36	\$	18.05	\$	18.77	\$	19.52	\$	20.30	\$	21.11	\$	21.53	\$	21.95
62		16	\$	17.36	\$	18.05	\$	18.77	\$	19.52	\$	20.30	\$	21.11	\$	21.95	\$	22.39	\$	22.83
67		17	\$ \$	18.05	\$	18.77	\$	19.52	\$	20.30	\$	21.11	\$	21.95	\$	22.83	\$	23.29	\$	23.74
72		18	э \$	18.77	\$ \$	19.52	\$ \$	20.30	\$ \$	21.11	\$ \$	21.95	\$ \$	22.83	\$ \$	23.74	\$ \$	24.22	\$ \$	24.69
77		19	э \$	19.52		20.30 21.11		21.11		21.95		22.83		23.74		24.69		25.19		25.68
82 88		20 21	ъ \$	20.30 21.11	\$ \$	21.11	\$ ¢	21.95 22.83	\$ \$	22.83 23.74	\$ \$	23.74 24.69	\$ \$	24.69 25.68	\$ \$	25.68 26.71	\$ \$	26.19 27.24	\$ \$	26.71 27.78
94		21	э \$	21.11	ф \$	21.95	\$ \$	22.63	э \$	23.74	ф \$	24.69	ф \$	25.66	э \$	20.71	φ \$	28.33	э \$	28.89
100		22	Գ \$	21.93	φ \$	22.03	φ \$	23.74	φ \$	24.09	φ \$	25.00	φ \$	20.71	ֆ \$	28.89	ֆ \$	28.33	\$	30.05
100		23	φ \$	22.03	Ψ \$	24.69	φ \$	25.68	φ \$	26.71	Ψ \$	27.78	φ \$	28.89	φ \$	30.05	Ψ \$	30.65	Ψ \$	31.25
113		24 25	э \$	23.74	φ \$	24.09	φ \$	25.00	φ \$	20.71	գ Տ	28.89	φ \$	30.05	գ Տ	30.05	φ \$	31.87	φ \$	32.50
119		25	э \$	24.03	\$	26.71	\$	27.78	\$	28.89	\$	30.05	\$	31.25	\$	32.50	φ \$	33.15	\$	33.80
127		27	\$	26.71	\$	27.78	\$	28.89	\$	30.05	\$	31.25	\$	32.50	\$	33.80	\$	34.47	\$	35.15
134		28	\$	27.78	\$	28.89	\$	30.05	\$	31.25	\$	32.50	\$	33.80	\$	35.15	\$	35.85	\$	36.56
142	-	29	\$	28.89	\$	30.05	\$	31.25	\$	32.50	\$	33.80	\$	35.15	\$	36.56	\$	37.29	\$	38.02
150		30	\$	30.05	\$	31.25	\$	32.50	\$	33.80	\$	35.15	\$	36.56	\$	38.02	\$	38.78	\$	39.54
158		31	\$	31.25	\$	32.50	\$	33.80	\$	35.15	\$	36.56	\$	38.02	\$	39.54	\$	40.33	\$	41.12
167		32	\$	32.50	\$	33.80	\$	35.15	\$	36.56	\$	38.02	\$	39.54	\$	41.12	\$	41.94	\$	42.76
176		33	\$	33.80	\$	35.15	\$	36.56	\$	38.02	\$	39.54	\$	41.12	\$	42.76	\$	43.62	\$	44.47
185		34	\$	35.15	\$	36.56	\$	38.02	\$	39.54	\$	41.12	\$	42.76	\$	44.47	\$	45.36	\$	46.25
195		35	\$	36.56	\$	38.02	\$	39.54	\$	41.12	\$	42.76	\$	44.47	\$	46.25	\$	47.18	\$	48.10
205		36	\$	38.02	\$	39.54	\$	41.12	\$	42.76	\$	44.47	\$	46.25	\$	48.10	\$	49.06	\$	50.02
215		37	\$	39.54	\$	41.12	\$	42.76	\$	44.47	\$	46.25	\$	48.10	\$	50.02	\$	51.02	\$	52.02
226		38	\$	41.12	\$	42.76	\$	44.47	\$	46.25	\$	48.10	\$	50.02	\$	52.02	\$	53.06	\$	54.10
237		39	\$	42.76	\$	44.47	\$	46.25	\$	48.10	\$	50.02	\$	52.02	\$	54.10	\$	55.18	\$	56.26
249		40	\$	44.47	\$	46.25	\$	48.10	\$	50.02	\$	52.02	\$	54.10	\$	56.26	\$	57.39	\$	58.51
262		41	\$	46.25	\$	48.10	\$	50.02	\$	52.02	\$	54.10	\$	56.26	\$	58.51	\$	59.68	\$	60.85
275		42	\$	48.10	\$	50.02	\$	52.02	\$	54.10	\$	56.26	\$	58.51	\$	60.85	\$	62.07	\$	63.28
288		43	\$	50.02	\$	52.02	\$	54.10	\$	56.26	\$	58.51	\$	60.85	\$	63.28	\$	64.54	\$	65.81

Morrison County Job Classification System Salary Grade Table: January, 2022

January 2022- 3% Increase

Job Po	oints	Grade	Grade																	
Min	Max	Numbers	S	tep 1		Step 2		Step 3		Step 4		Step 5		Step 6		Step 7		Step 8		Step 9
				4%		<u>4%</u>		<u>4%</u>		<u>4%</u>		4%		4%		4%		2%		2%
91	116	1	\$	9.92	\$	10.32	\$	10.73	\$	11.16	\$	11.61	\$	12.07	\$	12.55	\$	12.80	\$	13.06
117	144	2	\$	10.32	\$	10.73	\$	11.16	\$	11.61	\$	12.07	\$	12.55	\$	13.06	\$	13.32	\$	13.58
145	173	3	\$	10.73	\$	11.16	\$	11.61	\$	12.07	\$	12.55	\$	13.06	\$	13.58	\$	13.85	\$	14.12
174	203	4	\$	11.16	\$	11.61	\$	12.07	\$	12.55	\$	13.06	\$	13.58	\$	14.12	\$	14.40	\$	14.68
204	234	5	\$	11.61	\$	12.07	\$	12.55	\$	13.06	\$	13.58	\$	14.12	\$	14.68	\$	14.98	\$	15.27
235	266	6	\$	12.07	\$	12.55	\$	13.06	\$	13.58	\$	14.12	\$	14.68	\$	15.27	\$	15.58	\$	15.88
267	300	7	\$	12.55	\$	13.06	\$	13.58	\$	14.12	\$	14.68	\$	15.27	\$	15.88	\$	16.20	\$	16.52
301	335	8	\$	13.06	\$	13.58	\$	14.12	\$	14.68	\$	15.27	\$	15.88	\$	16.52	\$	16.85	\$	17.18
336	371 409	9 10	\$ \$	13.58	\$	14.12	\$	14.68	\$ \$	15.27 15.88	\$ \$	15.88	\$	16.52	\$	17.18	\$	17.52	\$ \$	17.87
372 410	409 449	10	э \$	14.12 14.68	\$ \$	14.68 15.27	\$ \$	15.27 15.88	э \$	15.66	ъ \$	16.52 17.18	\$ \$	17.18 17.87	\$ \$	17.87 18.58	\$ \$	18.23 18.95	ъ \$	18.58 19.32
410	449	12	գ \$	14.00	գ Տ	15.88	φ \$	16.52	φ \$	17.18	գ Տ	17.18	φ \$	18.58	գ Տ	19.32	φ \$	19.71	ֆ Տ	20.09
430	490 532	12	գ \$	15.88	գ Տ	16.52	φ \$	17.18	φ \$	17.18	գ Տ	18.58	գ Տ	19.32	ֆ \$	20.09	φ \$	20.49	գ Տ	20.09
533	577	14	\$	16.52	\$	17.18	\$	17.87	\$	18.58	\$	19.32	\$	20.09	\$	20.89	\$	20.40	\$	20.03
578	623	15	\$	17.18	\$	17.87	\$	18.58	\$	19.32	\$	20.09	\$	20.89	\$	21.73	\$	22.17	\$	22.60
624	671	16	\$	17.87	\$	18.58	\$	19.32	\$	20.09	\$	20.89	\$	21.73	\$	22.60	\$	23.06	\$	23.50
672	721	17	\$	18.58	\$	19.32	\$	20.09	\$	20.89	\$	21.73	\$	22.60	\$	23.50	\$	23.97	\$	24.44
722	772	18	\$	19.32	\$	20.09	\$	20.89	\$	21.73	\$	22.60	\$	23.50	\$	24.44	\$	24.93	\$	25.42
773	826	19	\$	20.09	\$	20.89	\$	21.73	\$	22.60	\$	23.50	\$	24.44	\$	25.42	\$	25.92	\$	26.44
827	882	20	\$	20.89	\$	21.73	\$	22.60	\$	23.50	\$	24.44	\$	25.42	\$	26.44	\$	26.97	\$	27.50
883	941	21	\$ \$	21.73	\$	22.60	\$	23.50	\$	24.44	\$	25.42	\$	26.44	\$	27.50	\$	28.05	\$	28.60
942	100	22	\$	22.60	\$	23.50	\$	24.44	\$	25.42	\$	26.44	\$	27.50	\$	28.60	\$	29.17	\$	29.74
1002	1065	23	\$	23.50	\$	24.44	\$	25.42	\$	26.44	\$	27.50	\$	28.60	\$	29.74	\$	30.34	\$	30.93
1066	1130	24	\$	24.44	\$	25.42	\$	26.44	\$	27.50	\$	28.60	\$	29.74	\$	30.93	\$	31.55	\$	32.17
1131	1198	25	\$	25.42	\$	26.44	\$	27.50	\$	28.60	\$	29.74	\$	30.93	\$	32.17	\$	32.81	\$	33.46
1199	1269	26	\$	26.44	\$	27.50	\$	28.60	\$	29.74	\$	30.93	\$	32.17	\$	33.46	\$	34.13	\$	34.80
1270	1343	27	\$	27.50	\$	28.60	\$	29.74	\$	30.93	\$	32.17	\$	33.46	\$	34.80	\$	35.49	\$	36.19
1344	1420	28	\$	28.60	\$	29.74	\$	30.93	\$	32.17	\$	33.46	\$	34.80	\$	36.19	\$	36.91	\$	37.64
1421	1500	29	\$	29.74	\$	30.93	\$	32.17	\$	33.46	\$	34.80	\$	36.19	\$	37.64	\$	38.39	\$	39.15
1501 1584	1583	30 21	\$ \$	30.93	\$ \$	32.17	\$ \$	33.46 34.80	\$ \$	34.80 36.19	\$ \$	36.19	\$ \$	37.64	\$ \$	39.15 40.72	\$ \$	39.93 41.53	\$ \$	40.72 42.35
1670	1669 1759	31 32	э \$	32.17 33.46	э \$	33.46 34.80	э \$	36.19	э \$	37.64	э \$	37.64 39.15	э \$	39.15 40.72	э \$	40.72	э \$	41.55	э \$	42.35
1760	1852	33	Գ \$	33.40 34.80	ֆ \$	36.19	φ \$	37.64	φ \$	39.15	գ Տ	40.72	φ \$	40.72	գ Տ	42.33	ֆ \$	43.19	ֆ Տ	45.80
1853	1949	33	э \$	36.19	ֆ \$	37.64	φ \$	39.15	φ \$	40.72	ֆ \$	40.72	ֆ \$	44.04	գ \$	44.04 45.80	ֆ \$	44.92	φ \$	45.60
1950	2050	35	\$	37.64	\$	39.15	\$	40.72	\$	42.35	\$	44.04	\$	45.80	\$	47.63	\$	48.59	\$	49.54
2051	2156	36	\$	39.15	\$	40.72	\$	42.35	\$	44.04	\$	45.80	\$	47.63	\$	49.54	\$	50.53	\$	51.52
2157	2265	37	\$	40.72	\$	42.35	\$	44.04	\$	45.80	\$	47.63	\$	49.54	\$	51.52	\$	52.55	\$	53.58
2266	2378	38	\$	42.35	\$	44.04	\$	45.80	\$	47.63	\$	49.54	\$	51.52	\$	53.58	\$	54.65	\$	55.72
2379	2497	39	\$	44.04	\$	45.80	\$	47.63	\$	49.54	\$	51.52	\$	53.58	\$	55.72	\$	56.84	\$	57.95
2498	2621	40	\$	45.80	\$	47.63	\$	49.54	\$	51.52	\$	53.58	\$	55.72	\$	57.95	\$	59.11	\$	60.27
2622	2750	41	\$	47.63	\$	49.54	\$	51.52	\$	53.58	\$	55.72	\$	57.95	\$	60.27	\$	61.48	\$	62.68
2751	2885	42	\$	49.54	\$	51.52	\$	53.58	\$	55.72	\$	57.95	\$	60.27	\$	62.68	\$	63.94	\$	65.19
2886		43	\$	51.52	\$	53.58	\$	55.72	\$	57.95	\$	60.27	\$	62.68	\$	65.19	\$	66.49	\$	67.80

Memorandum of Understanding Between Morrison County And AFSCME Morrison County Social Services

This Memorandum of Understanding is by and between Morrison County (also called the County) and AFSCME Morrison County Social Services (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, 2020 through December 31, 2020. Throughout the negotiations leading to this collective bargaining agreement, the parties discussed the potential change in health insurance carriers and the potential application of Minn. Stat. Sec. 471.6161, Subd. 5 related to a change in the aggregate value of benefits.

The Morrison County Insurance Committee met on June 26, 2019 to discuss the 2020 health insurance renewal. Based on those discussions, the parties agree as follows:

- 1. For coverage year 2020, Morrison County will offer four tiers of coverage (Employee, Employee + Children, Employee + Spouse and Family).
- For coverage year 2020, Morrison County will offer employees the choice of three plans. The three plans
 offered for 2020 will be the \$2500 HRA, \$2800 HDHP RX Plus (HSA) and \$4,000 HDHP RX Plus
 (HSA).
- 3. The 2020 Cafeteria Contribution and respective HRA and HSA contributions are defined below (LTD and basic life will be added).

T N	SINGLE \$2,500 HRA		EMPLOYEE & \$2,500/\$5,000	CALLY PROPERTY AND	EMPLOYEE & \$2,500/\$5,00		FAMILY \$2,500/\$5,000 HRA				
PLAN	<u>Cafeteria</u> HRA	\$804.50 \$104.00	Cafeteria \$1,104.20 HRA \$208.00		<u>Cafeteria</u> HRA	\$1,169.82 \$208.00	<u>Cafeteria</u> HRA	\$1,498.10 \$208.00			
N 2	\$2,800 HSA	RX PLUS	\$2,800/\$5,600	HSA RX PLUS	\$2,800/\$5,60	O HSA RX PLUS	\$2,800/\$5,600 HSA RX PLUS				
PLAN	<u>Cafeteria</u> HSA	\$738.50 <u>Cafeteria</u> \$116.66 HSA		\$1,093.94 \$208.00	<u>Cafeteria</u> HSA	\$1,159.06 \$208.00	<u>Cafeteria</u> HSA	\$1,485.10 \$208.00			
N 3	\$4,000 HSA RX PLUS		\$4,000/\$8,000	HSA RX PLUS	\$4,000/\$8,00	0 HSA RX PLUS	\$4,000/\$8,00 PLUS	IO HSA RX			
PLAN	<u>Cafeteria</u> HSA	\$689.50 \$166.00	<u>Cafeteria</u> HSA	·\$1,092.70 ·\$208.00	<u>Cafeteria</u> HSA	\$1,157.82 \$208.00	<u>Cafeteria</u> HSA	\$1,483.36 \$208.00			

Total 2020 estimated Cafeteria Contribution based on 2019 Enrollment is \$3,516,677.88.

- a. The parties agree that rounding differences may apply and the actual amount will be as rounded by payroll.
- b. The parties agree that the cost for LTD and basic life will be added to the amount defined above and funded by the County.
- 4. Morrison County will offer a \$275 taxable Opt Out payment for those not electing health insurance coverage, certification for proof of coverage is required.
- 5. For coverage years 2020 and beyond, the following will apply.

- a. Due to the significant change in insurance coverage options and rules imposed because 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-Deputy, 1 LELS-Dispatch and 1 LELS-Corrections. Action by the Insurance Committee will occur with a majority vote of those members present at a meeting. All recommendations of the insurance committee will be brought to the individual bargaining units for approval. No recommendation will be brought forward to the County Board that has not been approved by the bargaining units.
 - ii. The Insurance Committee defined above will work with Administration to determine a recommendation for the contributions to 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 etc.
- b. The increase/decrease for overall County cafeteria contribution will be no less than a 50/50 split based on the overall renewal rate for 2020 and the insurance committee will provide a recommendation as to the specific cafeteria contribution distribution, to be voted on by the bargaining units
- 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 or MOU is negotiated to address the changes to health insurance coverage.

This Agreement was entered on the 9 day of September 2019.

For Morrison County:

For Union:

Union, Labor Representative

Union resentative

Union Representative

Deb Gruber, Administrato