



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

HEALTH AND HUMAN SERVICES UNIT

TERM

January 1, 2026, through December 31, 2028

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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 (Health and Human 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 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 Health and Human Services department who are public employees within the meaning contained in Minnesota Statute 179A.03, subd. 14, excluding supervisory and confidential employees.

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.
- 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 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 designated shall suffer no loss in pay for attending negotiating meetings between the UNION and the EMPLOYER held during the normal working 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 Health and Human Services Director 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 conflicts with the terms of this AGREEMENT.
- 5.5 Employees shall have the right to review the employee's individual personnel file.
- 5.6 The Employer will comply with the requirements of PELRA 179A.07.

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) workdays 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 and 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 a representative of the bargaining unit. Promoted employees shall serve a six (6) consecutive-month trial period (1,040 hours). 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 a representative of the bargaining unit.
- 7.11 At any time during the original hire or rehire following the separation probationary period, an employee may be terminated at the Employer's discretion. Employees terminated during the probationary period shall receive 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 Employer's discretion, 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 workday, 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 workday.
- 8.1b During the normal workday, 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 workdays 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 who have completed a probationary or trial period and have 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 2 hours before or 2 hours after the normal 8:00 am to 4:30 pm 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 begin no earlier than 6:00 am and conclude no later than 6:30 pm. It is understood that the Employer may recall 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 assigned responsibilities or have 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 schedules shall then be considered and approved based on seniority, subject to ensuring 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 an 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 Health and Human 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: 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) the employees' regular rate of pay.
- 9.3 Normal Work Week for Overtime. For the purpose of computing overtime, the normal work week shall begin at 12:00 am, Saturday. All hours worked on Saturdays and Sundays will be compensated at time and one-half (1-1/2) times the employees' regular rate of pay.
- Upon prior agreement between the employee and employer, special circumstances may allow for work on Saturdays or Sundays, paid at the regular rate of pay, when approved as part of an alternative flex schedule. The employee will initiate the request through a written (email) request citing the applicable article of the contract.
- 9.4 Computing Overtime. 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 Overtime Payment. In accordance with the Fair Labor Standards Act, overtime assigned and worked in excess of forty (40) hours during a normal workweek by employees may be taken in the form of payment or in compensatory time off, with a maximum accrual of 60 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 Health and Human 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 be permitted to cash out or convert to deferred comp any compensatory time throughout the year. In November each year, any accrued compensatory time exceeding forty (40) hours must be taken in cash or deferred compensation paid on the last pay date of the month. The department head may be granted a waiver, depending on the nature of the work, with the written approval of the Administrator; departments may be allowed exceptions. This written approval must detail the reasoning, the amount of time, and the plan to reduce the hours limit for this provision. Maximum accrual of compensation should be consistent with the department's overtime plan, but no more than sixty (60) hours.

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 Health and Human 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, the salary ranges will increase, and employees will receive the following COLA adjustment.

2026. Effective January 2026, 3% COLA will be applied to all wages.

2027. Effective January 2027, 3% COLA will be applied to all wages.

2028. Effective January 2028, 3% COLA will be applied to all wages.

Effective the first pay date in January 2027, Step 1 will be removed from the Salary Scale, and an additional Step 10 at 4% will be added to the end of the scale, and renumbering of the scale will reflect 10 steps. Employees who have been at Step 10 for more than 12 months will move to the new Step 10. Employees will move to the next appropriate step, when applicable, on their anniversary date.

- 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 range movement or step adjustment purposes. 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; no anniversary step may exceed the maximum range.
- 10.1c Initial placement shall be recommended by the Health and Human 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 Health and Human 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 Mileage. 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 On Call: 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) Health and Human Services Supervisors and Director will keep County Administration 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 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 ½) 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 a half (1-½) 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 the damage is inflicted by an assaultive or destructive client, up to \$250. The claim must be initiated within three (3) business days using an Incident Report. 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:
- | <u>Employee Contribution Per Pay Period</u> | <u>Employer Contribution Per Pay Period</u> | <u>Total Deferred Amount</u> |
|---|---|------------------------------|
| \$25.00 - \$49.99 | \$10.00 | \$35-59.99 |
| \$50.00 - \$59.99 | \$20.00 | \$70-79.99 |
| \$60.00 - \$124.99 | \$25.00 | \$85-149.99 |
| \$125.00 or more | \$35.00 | \$160 or more |
- 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 last pay period in November 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.

<u>Years of Service</u>	<u>Lump-Sum Payment</u>
15 years	2% of base salary
20 years	3% of base salary
25 years	3% of base salary
30 years	3% of base salary
35 years	3% 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 an 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 a 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 accrued time off, 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 continuous 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, 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 Annual Conversion Option: The following payout schedule shall apply to the allowance for payment of cash or deferred compensation as a maximum indicated below:

<u>Years of Service Based on Anniversary Date</u>	<u>Conversion to Cash or Deferred Compensation</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 if any member of the employee's immediate family dies. "Immediate family" means parent, spouse, child, brother, sister, grandparent, great-grandparents, step-grandparents, grandchildren,

spouse's parent, stepmother, stepfather, stepbrother or stepsister, stepchildren, brother-in-law, sister-in-law, and spouse's grandparents, great-grandparents, or step-grandparents.

- 12.2 When funeral leave is approved, employees will be considered to have worked their normal workday for compensation purposes.

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 the PTO schedule, employees shall select a period based on Seniority. Two (2) employees in the same job class may be scheduled for planned use of PTO at the same time only with the approval of the Health and Human Services 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 workdays.
- 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 a 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 their 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.
- 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 the 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 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 Health and Human 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 Thirteen (13) 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
 - Juneteenth - June 19
 - Independence Day - July 4
 - Labor Day - 1st Monday in September
 - Veteran's Day - November 11
 - Thanksgiving Day - 4th Thursday in November
 - The Friday after Thanksgiving
 - Christmas Eve – December 24
 - Christmas Day - December 25
 - Floating Holiday
- County offices will be closed on December 24 whenever December 24 is a weekday; when December 24 is a weekend day, employees will receive a Floating Holiday in exchange for the December 24 holiday. The provisions of Article 16.8 will apply to this holiday in the event that it is a Floating Holiday.
- 16.3 If any of the above holidays fall on a Sunday, the following Monday will be observed as the holiday. 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 workday before the holiday and the first normal workday following the holiday. Employees on approved paid absences as provided by this Agreement shall be considered to have worked the normal workday before and/or after a holiday.
- 16.5 A holiday that 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 Work on a Holiday. Employees assigned by the Health and Human 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 Resignation. 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 Retirement. Employees shall retire from employment in accordance with the EMPLOYER policy.
 - 17.1c Discharge. Employees may be discharged from employment as provided by ARTICLE 20 of the Union Contract (Discipline and Discharge).
 - 17.1d Absence from Work. 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 workday following or 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 the application of this section.
 - 17.1e Inability to Perform Job Duties & Responsibilities. 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 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 Health and Human 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 and unprotected leave of absence, employees will earn no compensation, seniority, or benefits.
- 18.4 Employees 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 a minimum of 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 and shall provide a copy of said job posting to all laid-off union employees.
- 19.4 Whenever possible and consistent with the Department's needs, a vacancy or newly created position shall be filled from among the present employees, considering 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 selecting 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) workdays of its occurrence, this right is waived.
- 20.3 The employee will receive copies of written reprimands, notices of suspension, and notices of discharge that are to become a part of the employee's personnel file.
- 20.4 Employees may examine their 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 Health and Human 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 posting date 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 child 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 with 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 rolling back from the date the employee's family and medical leave begins. The right to take birth or placement leave expires at the end of the first year of birth or placement and may be taken continuously, 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. If 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 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 healthcare 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 healthcare provider that the employee is able to resume work before a return is granted.
- 22.7 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.

- 22.8 The Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14. The Employer also allows employees to use their leave time to supplement PFML, not to exceed 100% of the regular wage of the employee.

ARTICLE 23

LAY OFF

- 23.1 The EMPLOYER may lay off employees to meet the EMPLOYER's needs. In the event a layoff is necessary, the workforce shall be reduced based on the 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 their last layoff date.
- 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 a layoff. 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 rights 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 an agreement is reached satisfactorily resolving the grievance, both parties shall date and sign a note to that effect. If this informal discussion is not resolved to the employee's satisfaction, it may be referred to STEP 2 by the UNION. The grievance shall be in writing and set forth its nature 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) workdays 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 to 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 Health and Human Services Director and the appropriate UNION Steward shall meet and attempt to resolve the grievance. If the grievance remains unresolved due to this meeting, the Health and Human Services Director shall give their 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 Administrator shall meet with the Union Business Representative and attempt to resolve the grievance. Within ten (10) calendar days following this meeting, the County Administrator 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 Health and Human 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 a 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 the response of the Administrator, 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. They shall consider and decide only the specific issue submitted by the EMPLOYER and the UNION. They shall have no authority to decide on any other issue not 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 the 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 each party shall be responsible for compensating its 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 based on the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

ARTICLE 25

SEVERABILITY

- 25.1 In the event that any provision(s) of this AGREEMENT are declared void by a 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 the 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 terms 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, 2026, unless provided otherwise herein, and shall remain in effect through December 31, 2028, 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 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 17 Day of December, 2025, 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, AFL-CIO, COUNCIL 65,
AND ITS AFFILIATED LOCAL 2564



President



Labor Representative,
AFSCME Council-65
AFSCME Council 65

LIST OF BARGAINING UNIT CLASSIFICATIONS AND CORRESPONDING GRADES

Title	Salary Grade	Exempt Status
ACCOUNT TECHNICIAN	2	Non-Exempt
ADMINISTRATIVE SPECIALIST I	2	Non-Exempt
ADULT SERVICES	5	Non-Exempt
BUSINESS ANALYST/IT PLANNER	7	Non-Exempt
CASE AIDE	5	Non-Exempt
CHILD PROTECTION CASE AIDE	5	Non-Exempt
CHILD SUPPORT ENFORCEMENT AIDE	4	Non-Exempt
CHILD SUPPORT OFFICER	6	Non-Exempt
CHILD TEEN OUTREACH COORDINATOR	2	Non-Exempt
CLINIC SOCIAL WORKER	11	Exempt
COLLABORATIVE COORDINATOR/JUVENILE JUSTICE SOCIAL WORKER	11	Exempt
COLLECTIONS OFFICER	5	Non-Exempt
COMMUNITY HEALTH EDUCATOR	9	Non-Exempt
COMPREHENSIVE RE-ENTRY	11	Exempt
DEVELOPMENTAL DISABILITIES CASE MANAGER	11	Exempt
ELIGIBILITY WORKER - UNIT 1	5	Non-Exempt
ELIGIBILITY WORKER - UNIT 2	5	Non-Exempt
LAW ENFORCEMENT EMBEDDED SOCIAL WORKER	11	Exempt
MNCHOICES CARE COORDINATOR/SOCIAL WORKER	11	Exempt
PT CASE AIDE	5	Non-Exempt
PUBLIC HEALTH NURSE	11	Exempt
REGIONAL DENTAL COORDINATOR	7	Non-Exempt
REGISTERED SANITARIAN	11	Exempt
SOCIAL WORKER/CASE MANAGER	11	Exempt
WIC COORDINATOR	11	Exempt

Memorandum of Understanding Between Morrison County And AFSCME Morrison County Health and Human Services

This Memorandum of Understanding is by and between Morrison County (also called the County) and AFSCME Morrison County Health and Human 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, 2026, through December 31, 2028. 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 was informed of the 2026 health insurance renewal rates. Based on previous discussions, the parties agree as follows:

1. For coverage year 2026, Morrison County will offer four tiers of coverage (Employee, Employee + Children, Employee + Spouse and Family).
2. For coverage year 2026, Morrison County will offer employees the choice of three plans. The three plans offered for 2026 will be the \$2500 HRA, \$3400 HDHP RX Plus (HSA) and \$5,000 HDHP RX Plus (HSA).
3. The 2026 Cafeteria Contribution and respective HRA and HSA contributions are defined below (LTD and basic life will be automatically enrolled and covered by the County). Morrison County will remain in Band E in 2026.
4. Total 2026 estimated Cafeteria Contribution based on 2025 Enrollment is \$4,356,559.92.

PLAN 1	SINGLE		EMPLOYEE & CHILDREN		EMPLOYEE & SPOUSE		FAMILY	
	\$2,500 HRA	2026	\$2,500/\$5,000 HRA	2026	\$2,500/\$5,000 HRA	2026	\$2,500/\$5,000 HRA	2026
	County Cafeteria	\$ 1,170.50	County Cafeteria	\$ 1,709.66	County Cafeteria	\$ 1,794.70	County Cafeteria	\$ 2,222.48
	County HRA Contribution	\$ 80.00	County HRA Contribution	\$ 140.00	County HRA Contribution	\$ 140.00	County HRA Contribution	\$ 140.00
PLAN 2	\$3,400 HSA RX PLUS		\$3,400/\$6,800 HSA RX PLUS		\$3,400/\$6,800 HSA RX PLUS		\$3,400/\$6,800 HSA RX PLUS	
		2026		2026		2026		2026
	County Cafeteria	\$ 1,043.00	County Cafeteria	\$ 1,767.86	County Cafeteria	\$ 1,848.98	County Cafeteria	\$ 2,256.14
	County HSA Contribution	\$ 110.00	County HSA Contribution	\$ -	County HSA Contribution	\$ -	County HSA Contribution	\$ -
PLAN 3	\$5,000 HSA RX PLUS		\$5,000/\$10,000 HSA RX PLUS		\$5,000/\$10,000 HSA RX PLUS		\$5,000/\$10,000 HSA RX PLUS	
		2026		2026		2026		2026
	County Cafeteria	\$ 957.50	County Cafeteria	\$ 1,729.86	County Cafeteria	\$ 1,809.54	County Cafeteria	\$ 2,207.12
	County HSA Contribution	\$ 172.00	County HSA Contribution	\$ -	County HSA Contribution	\$ -	County HSA Contribution	\$ -

- a. The parties agree that rounding differences may apply and the actual amount will be rounded as needed 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.
5. Morrison County will offer a reduced taxable Opt-Out payment at \$200 for those enrolled in this benefit for 2025. No new enrollments will be allowed for a cash benefit. The County will offer a No cash Opt-Out option for those not electing health insurance coverage, certification for proof of coverage is required.
6. For coverage years 2026 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 Health and Human 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 discussed with 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 Insurance Committee will review the Opt-Out contributions and offer a recommendation based on plan design, affordability and necessity.
 - iv. The County will work towards investing into insurance costs for all employees, responding to trends, recruitment and retention issues, ACA insurance changes etc.
7. The increase/decrease for employee costs of coverage will be determined by the Band movement based on the organization's experience and usage each year. The employer's cost of coverage will depend on the plan an employee enrolls in. For 2026, the set rate contribution as a minimum to the cafeteria based on premiums are listed below:

	SINGLE	EM + CH	EM + SP	FAMILY
\$2500/\$5000 HRA	100%	70%	70%	70%
\$3400/\$6800 HSA	100%	75%	75%	75%
\$5000/\$10000 HSA	100%	80%	80%	80%

- a. The Insurance Committee has recommended to have the \$140 Employer HSA contribution for Employee + tiers be rolled into the County's Cafeteria Contribution to allow individuals to determine what amount, if any, they would like contributed to their HSA accounts.
8. This Memorandum of Agreement does not operate as a waiver of any management or union rights except as specifically identified in this agreement.


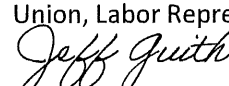
This Agreement shall continue in full force and effect until a new collective bargaining agreement or MOU is negotiated to address the changes to health insurance coverage.

This Agreement was entered on the 17 day of December, 2025.

For Morrison County:


Matt LeBlanc, Administrator

For Union:


AFSCME Council 65
Union, Labor Representative

Union Representative

Union Representative

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2026	Steps									
	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Grade	1	2	3	4	5	6	7	8	9	10
1	\$19.57	\$20.35	\$21.17	\$22.01	\$22.89	\$23.81	\$24.76	\$25.75	\$26.78	\$27.85
2	\$20.55	\$21.37	\$22.23	\$23.11	\$24.04	\$25.00	\$26.00	\$27.04	\$28.12	\$29.25
3	\$21.58	\$22.44	\$23.34	\$24.27	\$25.24	\$26.25	\$27.30	\$28.39	\$29.53	\$30.71
4	\$22.65	\$23.56	\$24.50	\$25.48	\$26.50	\$27.56	\$28.67	\$29.81	\$31.00	\$32.24
5	\$23.79	\$24.74	\$25.73	\$26.76	\$27.83	\$28.94	\$30.10	\$31.30	\$32.55	\$33.86
6	\$24.98	\$25.98	\$27.01	\$28.10	\$29.22	\$30.39	\$31.60	\$32.87	\$34.18	\$35.55
7	\$26.23	\$27.27	\$28.37	\$29.50	\$30.68	\$31.91	\$33.18	\$34.51	\$35.89	\$37.33
8	\$27.54	\$28.64	\$29.78	\$30.98	\$32.21	\$33.50	\$34.84	\$36.24	\$37.69	\$39.19
9	\$28.91	\$30.07	\$31.27	\$32.52	\$33.83	\$35.18	\$36.59	\$38.05	\$39.57	\$41.15
10	\$30.36	\$31.57	\$32.84	\$34.15	\$35.52	\$36.94	\$38.41	\$39.95	\$41.55	\$43.21
11	\$31.88	\$33.15	\$34.48	\$35.86	\$37.29	\$38.78	\$40.34	\$41.95	\$43.63	\$45.37
12	\$33.47	\$34.81	\$36.20	\$37.65	\$39.16	\$40.72	\$42.35	\$44.05	\$45.81	\$47.64
13	\$35.14	\$36.55	\$38.01	\$39.53	\$41.11	\$42.76	\$44.47	\$46.25	\$48.10	\$50.02
14	\$36.90	\$38.38	\$39.91	\$41.51	\$43.17	\$44.90	\$46.69	\$48.56	\$50.50	\$52.52
15	\$38.75	\$40.30	\$41.91	\$43.59	\$45.33	\$47.14	\$49.03	\$50.99	\$53.03	\$55.15
16	\$41.07	\$42.71	\$44.42	\$46.20	\$48.05	\$49.97	\$51.97	\$54.05	\$56.21	\$58.46
17	\$43.54	\$45.28	\$47.09	\$48.97	\$50.93	\$52.97	\$55.09	\$57.29	\$59.58	\$61.97
18	\$46.15	\$47.99	\$49.91	\$51.91	\$53.99	\$56.15	\$58.39	\$60.73	\$63.16	\$65.68
19	\$48.92	\$50.87	\$52.91	\$55.03	\$57.23	\$59.52	\$61.90	\$64.37	\$66.95	\$69.62
20	\$51.85	\$53.93	\$56.08	\$58.33	\$60.66	\$63.09	\$65.61	\$68.23	\$70.96	\$73.80
21	\$54.96	\$57.16	\$59.45	\$61.83	\$64.30	\$66.87	\$69.55	\$72.33	\$75.22	\$78.23
22	\$57.71	\$60.02	\$62.42	\$64.92	\$67.51	\$70.22	\$73.02	\$75.94	\$78.98	\$82.14

2027	Steps									
	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Grade	1	2	3	4	5	6	7	8	9	10
1	\$20.96	\$21.80	\$22.67	\$23.58	\$24.52	\$25.51	\$26.53	\$27.59	\$28.69	\$29.84
2	\$22.01	\$22.89	\$23.81	\$24.76	\$25.75	\$26.78	\$27.85	\$28.97	\$30.12	\$31.33
3	\$23.11	\$24.04	\$25.00	\$26.00	\$27.04	\$28.12	\$29.24	\$30.41	\$31.63	\$32.90
4	\$24.27	\$25.24	\$26.25	\$27.30	\$28.39	\$29.53	\$30.71	\$31.93	\$33.21	\$34.54
5	\$25.48	\$26.50	\$27.56	\$28.66	\$29.81	\$31.00	\$32.24	\$33.53	\$34.87	\$36.27
6	\$26.76	\$27.83	\$28.94	\$30.10	\$31.30	\$32.55	\$33.85	\$35.21	\$36.62	\$38.08
7	\$28.09	\$29.22	\$30.39	\$31.60	\$32.86	\$34.18	\$35.55	\$36.97	\$38.45	\$39.99
8	\$29.50	\$30.68	\$31.90	\$33.18	\$34.51	\$35.89	\$37.32	\$38.82	\$40.37	\$41.98
9	\$30.97	\$32.21	\$33.50	\$34.84	\$36.23	\$37.68	\$39.19	\$40.76	\$42.39	\$44.08
10	\$32.52	\$33.82	\$35.17	\$36.58	\$38.05	\$39.57	\$41.15	\$42.80	\$44.51	\$46.29
11	\$34.15	\$35.51	\$36.93	\$38.41	\$39.95	\$41.55	\$43.21	\$44.94	\$46.73	\$48.60
12	\$35.85	\$37.29	\$38.78	\$40.33	\$41.94	\$43.62	\$45.37	\$47.18	\$49.07	\$51.03
13	\$37.65	\$39.15	\$40.72	\$42.35	\$44.04	\$45.80	\$47.64	\$49.54	\$51.52	\$53.58
14	\$39.53	\$41.11	\$42.76	\$44.47	\$46.24	\$48.09	\$50.02	\$52.02	\$54.10	\$56.26
15	\$41.51	\$43.17	\$44.89	\$46.69	\$48.56	\$50.50	\$52.52	\$54.62	\$56.80	\$59.08
16	\$44.00	\$45.76	\$47.59	\$49.49	\$51.47	\$53.53	\$55.67	\$57.90	\$60.21	\$62.62
17	\$46.64	\$48.50	\$50.44	\$52.46	\$54.56	\$56.74	\$59.01	\$61.37	\$63.82	\$66.38
18	\$49.43	\$51.41	\$53.47	\$55.61	\$57.83	\$60.14	\$62.55	\$65.05	\$67.65	\$70.36
19	\$52.40	\$54.50	\$56.68	\$58.94	\$61.30	\$63.75	\$66.30	\$68.96	\$71.71	\$74.58
20	\$55.54	\$57.77	\$60.08	\$62.48	\$64.98	\$67.58	\$70.28	\$73.09	\$76.02	\$79.06
21	\$58.88	\$61.23	\$63.68	\$66.23	\$68.88	\$71.63	\$74.50	\$77.48	\$80.58	\$83.80
22	\$61.82	\$64.29	\$66.87	\$69.54	\$72.32	\$75.21	\$78.22	\$81.35	\$84.61	\$87.99

2028	Steps									
	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Grade	1	2	3	4	5	6	7	8	9	10
1	\$21.59	\$22.45	\$23.35	\$24.28	\$25.26	\$26.27	\$27.32	\$28.41	\$29.55	\$30.73
2	\$22.67	\$23.57	\$24.52	\$25.50	\$26.52	\$27.58	\$28.68	\$29.83	\$31.02	\$32.26
3	\$23.80	\$24.75	\$25.74	\$26.77	\$27.84	\$28.96	\$30.12	\$31.32	\$32.57	\$33.88
4	\$24.99	\$25.99	\$27.03	\$28.11	\$29.24	\$30.41	\$31.62	\$32.89	\$34.20	\$35.57
5	\$26.24	\$27.29	\$28.38	\$29.52	\$30.70	\$31.93	\$33.20	\$34.53	\$35.91	\$37.35
6	\$27.55	\$28.66	\$29.80	\$30.99	\$32.23	\$33.52	\$34.86	\$36.26	\$37.71	\$39.22
7	\$28.93	\$30.09	\$31.29	\$32.54	\$33.85	\$35.20	\$36.61	\$38.07	\$39.59	\$41.18
8	\$30.38	\$31.59	\$32.86	\$34.17	\$35.54	\$36.96	\$38.44	\$39.97	\$41.57	\$43.24
9	\$31.90	\$33.17	\$34.50	\$35.88	\$37.31	\$38.81	\$40.36	\$41.97	\$43.65	\$45.40
10	\$33.49	\$34.83	\$36.22	\$37.67	\$39.18	\$40.75	\$42.38	\$44.07	\$45.84	\$47.67
11	\$35.17	\$36.57	\$38.04	\$39.56	\$41.14	\$42.78	\$44.50	\$46.28	\$48.13	\$50.05
12	\$36.92	\$38.40	\$39.94	\$41.53	\$43.20	\$44.92	\$46.72	\$48.59	\$50.53	\$52.55
13	\$38.77	\$40.32	\$41.93	\$43.61	\$45.36	\$47.17	\$49.06	\$51.02	\$53.06	\$55.18
14	\$40.71	\$42.34	\$44.03	\$45.79	\$47.62	\$49.53	\$51.51	\$53.57	\$55.71	\$57.94
15	\$42.74	\$44.45	\$46.23	\$48.08	\$50.00	\$52.01	\$54.09	\$56.25	\$58.50	\$60.84
16	\$45.31	\$47.12	\$49.01	\$50.97	\$53.01	\$55.13	\$57.33	\$59.62	\$62.01	\$64.49
17	\$48.03	\$49.95	\$51.95	\$54.02	\$56.19	\$58.43	\$60.77	\$63.20	\$65.73	\$68.36
18	\$50.91	\$52.95	\$55.06	\$57.27	\$59.56	\$61.94	\$64.42	\$66.99	\$69.67	\$72.46
19	\$53.96	\$56.12	\$58.37	\$60.70	\$63.13	\$65.66	\$68.28	\$71.01	\$73.85	\$76.81
20	\$57.20	\$59.49	\$61.87	\$64.34	\$66.92	\$69.59	\$72.38	\$75.27	\$78.28	\$81.42
21	\$60.63	\$63.06	\$65.58	\$68.20	\$70.93	\$73.77	\$76.72	\$79.79	\$82.98	\$86.30
22	\$63.67	\$66.21	\$68.86	\$71.61	\$74.48	\$77.46	\$80.56	\$83.78	\$87.13	\$90.62



Classification and Compensation Plan

Adopted: 05/2025

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Purpose

Morrison County is required to maintain a system for classifying job classes and for compensation of job classes. The County can best accomplish its work by defining specific job duties, tasks, and requirements for each position.

All job classes shall be evaluated and placed in a specific classification according to the Morrison County job evaluation system to ensure compliance with legal requirements such as Minnesota Pay Equity requirements. The Position Classification Plan shall assign a point value and pay grade to each job class within the County. Position evaluations and assignments to job classes shall be recommended to the County Board of Commissioners by the County Administrator based upon a recommendation from an HR consultant for final approval.

The county shall establish and communicate its compensation plan to attract and retain a well-qualified workforce to perform County services and comply with state and federal laws regarding wages. The County considers how its compensation plan compares to that of similar public organizations that employ individuals with similar skills and duties.

Policy

The County's classification and compensation system shall provide employees with reasonable and competitive compensation for their work. The County Administrator shall maintain a compensation system consistent with, and responsive to:

- The Fair Labor Standards Act
- Wage and Hour laws
- Internal Equity as defined by the Local Government Pay Equity Act
- Established pay ranges for each classification
- Required level of education and experience
- The relative difficulty and responsibility of work
- The recruitment and retention experience of the County
- Relevant external market, including pay rates in the public sector
- The financial condition and policies of the County
- Pertinent economic data
- Availability of applicants possessing required skills

The County Administrator shall be responsible for the administration of the plan and review the compensation system periodically for recommended changes to the County Board of Commissioners. The Position Classification Plan and pertinent policies and rules for its administration shall be adopted and may be amended by the County Board of Commissioners and managed and maintained by the County Administrator.

Procedure

The compensation system shall include designated salary ranges, each with a minimum and maximum rate. The County Board of Commissioners shall annually adopt a compensation salary chart schedule establishing rates of pay for salary ranges in the compensation system. The salary range schedule may be adjusted by the County Board of Commissioners. Salary ranges recommended by the County Administrator may reflect:

- The relevant rates of pay in competitive (or do we want to say comparable) public labor markets
- The financial condition and fiscal policies of the County
- Other pertinent economic considerations

Each classification shall be placed in the appropriate grade through an objective evaluation process within the County Classification Plan.

Job Descriptions

The County Board of Commissioners' approved positions shall be defined by a job description that includes specific job duties, tasks, and requirements. These descriptions shall be reviewed periodically for accuracy and compliance with pay equity requirements.

The County Administrator is responsible for recording and officially housing all classification and compensation documentation, official job descriptions and will supply a standardized template for job descriptions across the County, establish a consistent process for job evaluations, and ensure the appropriate pay levels are assigned.

Department Heads are responsible for developing and maintaining current job descriptions for the positions within their department. Job descriptions shall include the following:

- Job Title
- Nature of the work and who the position communicates with
- Supervisory authority of the position, if any
- Essential duties performed by employees in that job classification
- The minimum qualifications of eligible applicants such as, required education, credentials, certifications, experience, knowledge, and skills are necessary to perform the job successfully
- Conditions under which the work is normally performed
- FLSA status
- Full-time equivalent status
- Normal work shifts
- Ability to work remote

It is an inherent management right and duty to design, redesign, and restructure, with the County Administrator's approval to meet the county's objectives and changing needs.

Department Heads shall submit all recommended job description updates to Human Resources for review. Human Resources shall review the recommendations for re-evaluation, revise the job descriptions on file, document the change date, and determine if there are enough substantial changes to warrant a re-evaluation by the classification consultant.

Classification

A third-party classification consultant shall provide an objective methodology for evaluating the job, documentation to support the decision, and notification to Human Resources of the decision.

Human Resources will notify the affected Department Head of the evaluation result, the effective date of any change, and their appeal rights if they disagree with the evaluation.

Salary Ranges

The compensation plan shall consist of twenty-two (22) designated classifications having a minimum and maximum rate of pay for each pay grade as approved by the County Board of Commissioners.

Base Salary and Equivalents

Salary rates for classified positions shall be computed on an hourly basis, rounded to the nearest whole cent. The annual rate equivalent shall be computed by multiplying the hourly rate times 2,080 and rounding to the nearest whole cent. The monthly rate equivalent shall be computed by dividing the annual base by twelve (12) and rounding to the nearest whole cent. The equivalent biweekly base shall be computed by dividing the annual base by twenty-six (26) and rounding to the nearest whole cent, except in those years where twenty-seven (27) pay periods exist.

Compensation Following the Job Re-Evaluation Process

Job re-evaluations are done when there have been significant changes in duties to a position over a period of time. Department Heads will submit suggested changes to HR and HR will determine if there have been enough changes to warrant our third-party consultant to review the classification.

If the employee currently in the seat meets the minimum qualifications for the changes, that employee shall be placed in that position. The effective date of any pay adjustments shall be the beginning of the first pay period following completion of the re-evaluation process.

When a position is evaluated at a higher pay grade, the employee will be placed onto the new scale at the closest rate of pay without a decrease. If the minimum of the new classification is higher than the employees' current rate of pay they shall be placed at a step 1.

When a position is evaluated at a lower grade and the employees' current rate of pay exceeds the new scale, the employee's salary shall remain frozen until the pay scale catches up. This means that an employee's rate of pay will not increase until the pay scale exceeds their current rate of pay.

Restructures

When Department Heads restructure work within the Department, some positions may require updates to their job descriptions and re-evaluation for appropriate classification. Significant changes in current staffing and organizational structure such as those involving changes in job duties and responsibilities which classify the job in a different grade or those which modify the type and number of positions in existing classifications may be completed with the approval of the County Administrator and the County Board of Commissioners.

New (Additional) Positions

Any proposed new position must first be discussed with the County Administrator to initiate the process. Department Head or their designee will determine that position's essential requirements and duties. Human Resources will provide Department Heads with the template for creating job descriptions in a consistent format and approve the final draft. The position will be assigned to a classification under the Classification Plan and to an appropriate pay level in the Compensation Plan. The County Board of Commissioners must approve any additional positions. All new positions must be filled by the normal hiring procedures.

Appeals Process for Classifications

If the employee wishes to appeal the final decision of the re-rate recommendation, they must do so within 7 calendar days after receiving the recommendation to their Department Head. If the Department Head concurs and supports, the following will occur:

1. The Department Head will provide a written explanation of the request to appeal to the HR Manager.
2. A meeting with the HR Manager and Department Head will occur to identify areas of concern.
3. The HR Manager will make a recommendation to the County Administrator who will determine whether there is a need for an appeal hearing with the outside HR firm.
4. If the HR firm is consulted for an appeal, the firm will reconsider the rating based on new information.
5. The recommendation provided after the appeal hearing, if different than the current rating, will be presented to the County Board of Commissioners for consideration.
6. All decisions after this point are final.

Starting Salary

When entering into county service, the starting salary shall normally be the first step of the salary range. Exceptions to that rule are allowed when an applicant has a work background, applicable skills and experience substantially in excess of that required for the position. Authorization is given to the Department Head to set the starting salary up to midpoint of the range based on previous similar work experience. If an employee is placed above step 1, the Department head must submit in writing the reasons for the placement to Human Resources to be saved in the employee's payroll file. Hiring at a rate above the midpoint requires written request with detailed information why by the Department Head and approval by the County Administrator.

Step Movement

Step movement within the salary scale occurs when an employee completes 2080 hours of work.

For full-time equivalent employees this is known as the anniversary date. If hired full-time, your hire date is your anniversary date unless your anniversary date has been designated differently.

Step movement for part-time/intermittent, will be the date that you reach 2080 hours. Please note that while on less than 1.0 full-time equivalent status this date will fluctuate each year until if/when you have completed a full year of service within a full-time position.

Seniority is defined as the continuous hours of service rendered to Morrison County by an employee. 2080 hours equals one year of seniority. Bargaining Contracts may differ for their specific departments purpose. Continuous service is based

upon the record of hours paid to the employee for work at any location and is broken by the granting of leaves of absence as defined in the Personnel Policies.

Wage Deductions

If an employee is indebted to the County, the amount due will be deducted from the employee's wages as reasonable and timely as possible.

The County deducts mandatory amounts from an employee's wages for items such as required by court order, IRS directive or state statute, and will make voluntary deductions from an employee's wages as authorized by the employee.

Promotion, Demotion, and Transfer

Employees may apply to be promoted, demoted, or transferred through the normal hiring procedures. All promoted, demoted, transferred and reclassified employees shall complete the positions normal probationary period to ensure the employee is capable of successfully carrying out their new duties.

Intra-Departmental Transfer

When an employee transfers positions *within* a department and makes a lateral move to another position with the same grade, that employee's rate of pay remains the same. Department heads have the authority to apply this transfer within their department. This includes the change of an FTE (full-time equivalent) status if a vacancy exists.

Inter-Departmental Transfer

When an employee transfers *between* departments, which do not change an employee's grade or rate of pay. The County Administrator has the authority to apply this transfer between departments.

Transfer of benefits

Benefit eligible employees promoted, demoted, or transferred, from one regular status non-bargaining position to another governed by these policies shall retain and may use accrued benefits including accumulated paid time off; and shall continue to earn benefits based upon their continuous years of service. However, certain benefits that are provided specific to position status may not be continued upon commencement of work in a different status position.

Change of Job Title

When an employee's job title is changed, yet their work is essentially the same as it had been, there is no change in status, promotion or demotion. The job classification remains unaffected by such a title change.

Employee Notice

Excluded and Exempt employees who are being promoted or transferring are recommended to give their present Department Head twenty (20) working days' notice; Non-Exempt employees who are being promoted or transferred are recommended to give their present Department Head ten (10) working days' notice, both exclusive of time off. This requirement may be waived if both Department Heads agree.

Promotion

A promotion is defined as the advancement to a position that is classified at a higher salary grade. When an employee is hired for the position, the employee's salary shall be placed within the new salary classification. A promotional increase shall be based on factors such as experience, skills, qualifications, internal equity, the employee's length of continuous service with the County, and market influences. Requests for a salary increase exceeding the midpoint of the salary range shall require the written recommendation of the Department Head and the approval of the County Administrator to be placed in the employee's personnel file.

Transfer

When an employee transfers, the employee anniversary date will be retained based on the current schedule for

step movement.

Demotion

A demotion is defined as the movement from one classification to another that is in a lower classification. Demotion may be voluntary or involuntary. Distinctly different is a disciplinary demotion, which may be imposed as a form of disciplinary action and will be identified as such in formal written disciplinary documentation provided to the employee.

An employee's salary placement upon demotion may be addressed differently based on the following differing circumstances and types of demotions. After an employee is demoted, the employee may be eligible for the annual step movement based on the current schedule and salary range for the position held following demotion.

Voluntary Demotions (Non-Disciplinary): Voluntary demotions are subject to position availability.

- **Voluntary Demotion Sought by Employee:** An employee may apply to demote to a position in a lower classification.
- **Salary Action Upon Voluntary Demotion:** When a voluntary demotion is requested by an employee, the employee's pay shall be placed within the salary range for the demoted position. In no event shall the salary of a voluntarily demoted employee remain above the maximum of the salary range for the position to which the employee is demoted.

Involuntary Demotions (Non-Disciplinary): A Department Head may demote an employee to a position for which the employee is qualified, in a lower grade or compensation range, for the following reasons:

- **Demotion in Lieu of Layoff:** If an employee would otherwise be laid off because of position elimination, lack of work, funds, or the return to work from authorized leave by another employee to such a position in accordance with these Policies, said employee may be demoted to another vacant position for which they meet the minimum qualifications.
- **Restructure Resulting in Demotion:** When a demotion results from a planned restructuring, an employee may be demoted to serve in a different position for which they are qualified.
- **Salary Action Upon Non-Disciplinary Involuntary Demotion:** In these cases of non-disciplinary, involuntary demotions, the employee's new salary shall be set in the following manner:
 - Is placed within range based on skills and experience. If the employee's current salary is above the maximum salary of the new range, the employee's salary shall be reduced to the maximum of the new range

Involuntary Demotions (Disciplinary): A Department Head in consultation with the Administrator may demote an employee to a position for which the employee is qualified, in a lower classification, for the following reasons:

- **Disciplinary Action:** An employee may be demoted for disciplinary reasons. The employee shall be notified of a disciplinary demotion through formal written documentation as part of the disciplinary procedure. Any demoted employee shall be given the reasons for such demotion in writing from the Department Head, in consultation with the Human Resources Manager.
- **Salary Action Upon Disciplinary Demotion:** In cases of disciplinary demotions, an employee's salary shall be placed within the salary range for the classification of the new position. The Department Head and the County Administrator or HR Manager shall jointly determine the new step based on skills and experience.

Work Out-of-Classification

An employee who may potentially be assigned to a position for a designated period of time due to resignation, vacancy or extended leave expected to be greater than 90 days as approved by the County Administrator, to perform work which is at a higher job classification with a higher pay grade shall receive a higher pay rate for such out-of-classification work, provided the employee is knowledgeable and granted authority by the County Administrator. In the event that the position

being covered is the County Administrator, authority will be granted by the County Board. Working out-of-classification is the performance of work, more than fifty percent (50%) of which is exclusively covered by a higher job classification. The out-of-classification pay rate shall be within the pay range for the higher classification as determined by the County Administrator based on skill and experience. Each appointment will be reviewed on a case-by-case basis. The Department Head or appointing authority shall notify the Human Resources Department in writing of a potential employee working out-of-classification and to include an estimated end or review date, the duties to be fulfilled and the rate of pay and any other pertinent information agreed upon. Department Heads or the appointing authority will submit renewal of the out of class on a quarterly basis.

Annual Pay Schedule and Compensation Actions for Regular Employees

On an annual basis, the County Administrator will prepare a resolution for the Board recommending the non-bargaining pay schedule and timing set forth for each year. The resolution will include the manner in which the salary actions are paid (e.g., cost of living adjustment percentage, market adjustment, or a combination of the two), and adjustments to the salary ranges for the classifications covered by the compensation system. The resolution shall define: 1) adjustments (if any) to the salary range framework; 2) market adjustment, if applicable and the terms by which eligibility and payments shall be effective.

Market Adjustment

When a market adjustment is provided, it shall be applied for all probationary and regular employees subject to the following guidelines: any increase percentage applied shall be calculated on the employee's hourly equivalent rate of pay, and in no case shall the employee's new base rate of pay exceed the salary range maximum for the employee's classification.

The effective date of the market adjustment shall normally be the first day of the new calendar year and be defined by Board resolution.

Comparable Worth Factor of Compensation Plan

The Comparable Worth Compensation Plan is based on the market study developed against benchmark positions that will be determined at the time of the market study by the County Administrator with the assistance of Human Resources.

A Market Survey includes identification of other employers with whom the County must compete for the recruitment of applicants and for retaining its current employees. Additional bases of comparability that may be included in review are those identified by a Mediator from the Minnesota Bureau of Mediation Services, similar industry (county government), geographic proximity, net tax capacity and organizational budget.

The County considers its data as the basis of comparison to include the following list of comparable. Revisions to the list can be made based on the recommendation of the County Administrator and with approval of the County Board.

Comparable Counties:

Aitkin	Kandiyohi
Becker	McLeod
Benton	Meeker
Brown	Mille Lacs
Cass	Nicollet
Clay	Otter Tail
Crow Wing	Polk
Douglas	Todd
Hubbard	Wadena
Isanti	

The market study will be reviewed as necessary and determined by the County Administrator. Recommendations for appropriate changes in the salary grade table considering the market data information, along with other appropriate compensation factors will be provided to the County Board as determined by the County Administrator. It should be

understood that the market data comparison is not the exclusive consideration in future compensation plan change decisions. The County Board retains the right to consider general cost of living changes, ability to pay, recruitment and retention, labor supply and demand in setting the annual system adjustment.

Position Classification

Title	FLSA Status	Grade
Account Specialist	Non-exempt	3
Account Technician	Non-exempt	2
Accredited Appraiser	Non-exempt	8
Admin Specialist/ Elections Administrator	Non-exempt	7
Administrative Specialist I	Non-exempt	2
Administrative Specialist II	Non-exempt	3
Administrative Specialist III	Non-exempt	6
Assessment Technician	Non-exempt	6
Assistant Corrections Agent	Non-exempt	7
Assistant County Attorney I	Exempt	16
Assistant County Attorney II	Exempt	19
Assistant County Engineer	Exempt	16
Assistant County Veterans Service Officer I	Non-exempt	3
Assistant County Veterans Service Officer II	Non-exempt	5
Business Analyst/IT Planner	Non-exempt	7
Career Corrections Agent	Exempt	13
Case Aide	Non-exempt	5
Certified Appraiser	Non-exempt	5
Chaplain	Non-exempt	7
Chief Deputy	Excluded	18
Chief Financial Officer	Exempt	16
Child Support Enforcement Aide	Non-exempt	4
Child Support Officer	Non-exempt	6
Child Support Supervisor	Exempt	10
Child/Teen Outreach Coordinator	Non-exempt	2
Civil Process Specialist	Non-exempt	5
Clerical Work Pool	Non-exempt	1
Collections Officer	Non-exempt	5
Commercial Appraiser	Exempt	10
Communications Supervisor/Emergency Manager	Exempt	11
Community Health Educator	Non-exempt	9
Community Corrections Director	Excluded	19
Community Support Officer	Non-exempt	4
Construction Engineer	Exempt	14
Correctional Officer	Non-exempt	6
Correctional Officer- Team Leader	Non-exempt	7
Corrections Agent	Non-exempt	9
County Attorney	Excluded	21

Title	FLSA Status	Grade
County Administrator	Excluded	22
County Auditor/Treasurer	Excluded	18
County Assessor	Exempt	16
County Recorder	Excluded	13
Deputy	Non-exempt	11
Deputy Auditor/Treasurer	Non-exempt	8
Deputy Registrar	Non-exempt	9
Dispatcher	Non-exempt	6
Eligibility Worker	Non-exempt	5
Engineer Technician	Non-exempt	9
Environmental Recreation Manager	Exempt	10
Executive Assistant/Deputy Clerk	Non-exempt	7
Facilities Fleet Foreman	Non-exempt	11
Facilities Manager	Exempt	12
Facilities Operator	Non-exempt	6
Financial Assistant Supervisor	Exempt	10
Feedlot Planning and Zoning Technician	Non-exempt	6
Fiscal Supervisor III	Exempt	13
Food Service Assistant	Non-exempt	1
Food Service Coordinator	Non-exempt	6
GIS Coordinator	Exempt	10
Health and Human Services Director	Excluded	21
Help Desk Specialist	Non-exempt	6
HHS Supervisor	Exempt	15
Human Resources Manager	Exempt	14
Human Resources Specialist	Non-exempt	7
Information Technology Director	Excluded	17
Intermittent Eligibility Worker Pool	Non-exempt	5
IT Support Specialist	Non-exempt	6
Jail Administrator	Exempt	14
Jail Program Director	Non-exempt	9
Janitor/Housekeeping	Non-exempt	1
Labor Foreman	Non-exempt	8
Land Records Specialist	Non-exempt	6
Land Services Director	Excluded	20
Lead Dispatcher	Non-exempt	8
License Assistant	Non-exempt	3
License Specialist	Non-exempt	4
Maintenance Foreman	Non-exempt	12
Maintenance Mechanic	Non-exempt	8
Maintenance Sign Technician	Non-exempt	7
Maintenance Technician	Non-exempt	6

Title	FLSA Status	Grade
Maintenance Superintendent	Exempt	14
Network Administrator	Non-exempt	7
Office Support Supervisor	Non-exempt	9
Office Support Supervisor	Non-exempt	9
Operational Manager	Exempt	11
Payroll Specialist	Exempt	10
Planning and Zoning Specialist	Non-exempt	6
Planning and Zoning Technician	Non-exempt	5
Property Tax Manager	Exempt	10
Public Works Director	Excluded	21
Public Health Nurse	Exempt	11
Records Specialist	Non-exempt	3
Records Technician	Non-exempt	4
Regional Dental Coordinator	Non-exempt	7
Registered Sanitarian	Exempt	11
Seasonal Engineering Technician	Non-exempt	2
Seasonal Maintenance Tech	Non-exempt	1
Seasonal Water Patrol Officer	Non-exempt	4
Security Manager	Non-exempt	9
Senior Corrections Agent	Exempt	10
Senior Engineer Technician	Non-exempt	11
Sergeant	Non-exempt	13
Sheriff	Excluded	21
Shoreland Specialist	Non-exempt	9
Sign Foreman	Non-exempt	8
Social Worker-Case Manager	Exempt	11
System Administrator	Non-exempt	8
Transport Officer	Non-exempt	4
Veteran Service Officer	Excluded	13