



LABOR AGREEMENT

BETWEEN MORRISON COUNTY BOARD OF COMMISSIONERS AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 65 AND ITS
AFFILIATED LOCAL 2564

PUBLIC WORKS UNIT

TERM

January 1, 2026, through December 31, 2028

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MN Statutes 2022, Section 179A.03

MOU: INTERMITTENT MAINTENANCE TECHNICIANS

Job Description: Seasonal Maintenance Technician

MOU: 10-HOUR DAYS

MOU: HEALTH INSURANCE

SALARY SCALES: 2026-2028

Comp and Class Plan

LABOR AGREEMENT

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

ARTICLE 1

PURPOSE

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

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

ARTICLE 2

RECOGNITION

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

All Morrison County Public Works Department employees are not excluded from the definition of "public employee" contained in Minn. Stat. Section 179A.03, Subd. 14, as amended; further excluding managerial, supervisory, confidential, elected officials and all other County employees as certified by the Bureau of Mediation Services Case No. 72-PR-144A, dated July 26, 1972. A copy of Minn. Stat. Section 179A.03, Subd. 14, is attached to this Agreement for reference purposes.
- 2.2 Disputes which may occur between the Employer and the Union as to the inclusion or exclusion of a new or revised job class in the unit defined above shall be referred to the Bureau of Mediation Services for determination.

ARTICLE 3

SCOPE OF AGREEMENT

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

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

that are specifically established herein and do not conflict with any statute of the State of Minnesota or rule, or regulation promulgated thereunder.
- 3.2 The Union recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota. It is the intention of the parties that this Agreement supplements such statutes. In the event this Agreement conflicts with such statutes, the latter shall prevail.

ARTICLE 4

EMPLOYER RIGHTS

- 4.1 The Employer retains the full right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Any Employer right not limited by this Agreement shall remain solely with the Employer.
- 4.3 The Employer shall apply the terms and conditions established by this Agreement to all employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age, or because of membership or non-membership in the Union.

ARTICLE 5

UNION RIGHTS

5.1 Deduction of Union Dues.

- 5.11 The Employer shall, from each payroll check, deduct an amount equal to one-half (1/2) of the monthly Union dues from the wages of each employee who authorizes such a deduction in writing. Monthly dues so deducted, together with a list of employees from whom deductions were made, and the amount of such deductions shall be forwarded to the Union officer designated in writing by the Union.
- 5.12 Fair share dues will be withheld according to law.
- 5.13 The Union shall apply the terms and conditions established by this Agreement to all employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age, or because of membership or non-membership in the Union.
- 5.14 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.
- 5.15 The Union and the employees agree to indemnify and hold the Employer harmless against any claim, suit, order, judgment, or action taken against the Employer involving the administration of this Article.

5.2 Union Officers

- 5.21 The Union may designate employees from the bargaining unit to act as Stewards. It shall inform the County Administrator in writing of the names of such Stewards and successors when so named. Stewards shall have the duties and responsibilities as established by Article 23 (Grievance Procedure).
- 5.22 The Union may designate three (3) employees from the bargaining unit to a Negotiating Committee. The designated employees shall suffer no loss in pay for attending negotiating meetings between the Union and the Employer held during the normal workday. Under no circumstances shall any time spent by an employee on the negotiating committee be counted toward calculating overtime.
- 5.3 The Business Representative of the Union shall be permitted to enter the facilities of the Employer where employees covered by this Agreement are working upon notification to and with the approval of the Employer or a designated representative.
 - 5.31 The Employer shall refer newly hired bargaining unit employees to a Union Orientation Session with their officer or steward; this meeting shall be thirty (30) minutes in length. Notification shall normally be provided to the Union at least ten (10) days in advance of the employee's hire date.
 - 5.32 The Employer will provide the Union with a full employee roster every 120 days which shall identify employees by name; job title; date of position; worksite location (including location within a facility when appropriate); work telephone number; work e-mail address, home address; home and personal cell phone numbers; and personal e-mail address on file with the public employer.
 - 5.33 The Employer will provide to the union, within 20 days, updates to the employment status of any newly hired, promoted, or terminated employee positions. For all newly hired positions, the Employer shall include the employee's name; job title; date of position; worksite location (including location within a facility when appropriate); work telephone number; work email address; home address; home and personal cell phone numbers; and personal email address on file with the public employer.
- 5.4 The Employer agrees not to enter into a contract individually or collectively with employees in the bargaining unit that conflict with this Agreement's terms.

ARTICLE 6

EMPLOYMENT STATUS

- 6.1 Personnel employed by the Employer, assigned to a budgeted job position, and regularly scheduled to a normal work week shall be defined as full-time employees.

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

ARTICLE 7

PROBATIONARY PERIOD

- 7.1 All full-time and part-time employees who are original hires or rehires following separation shall serve a probationary period of nine (9) consecutive months (1,560) hours of compensated service of work. The County may, at its exclusive direction, extend this initial probation period by three months (520 hours) after conducting a status review meeting with the employee and a representative of the bargaining unit. Promoted employees shall serve a six (6) month trial (1040 hours) period. The County may, at its exclusive direction, extend this trial period by three months (520 hours) after conducting a status review meeting with the employee and a representative of this bargaining unit.
- 7.11 At any time during the original hire or rehire following separation probationary period, an employee may be terminated at the 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, an employee may return 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.
- 7.13 Employees shall have the right, at any time during the promotional trial period, to voluntarily return to the employee's previously held job class.
- 7.2 During the probationary period, based on an original hire or rehire following separation, an employee may be discharged by the Employer without such discharge being a violation of this Agreement or being grievable as provided by Article 23 (Grievance Procedure).

ARTICLE 8

HOURS OF WORK

- 8.1 The normal workday for full-time employees shall be eight (8) or ten (10) consecutive hours, excluding a one-half (1/2) hour unpaid lunch period. During the normal workday, employees shall be allowed two (2) fifteen (15) minute rest periods, to be taken as approved by the employee's supervisor, one (1) period in the morning and one (1) period in the afternoon.
- 8.2 The normal work week for full-time employees shall be forty (40) hours, Monday through Friday.
- 8.3 The scheduled workday and work week shall be established by the Employer and posted. The scheduled workday and work week may be changed by the Employer upon twenty-four (24) hour notice, provided that a change in the work schedule may be made in the event of emergencies (snow, floods, windstorms, etc.) without notice.
- 8.4 The normal work week and workday for part-time and temporary employees shall be established by the Employer.
- 8.5 All employees shall be at the "home base" work location ready for work at the beginning of the normal workday. The term "home base" shall be defined as the main facility located in Little Falls or the employee's normally assigned satellite facility, depending on which facility is closest to the location of the work assignment for the beginning of the normal workday. If an employee is asked to report to an alternate shop

than their "home base," the County will provide transportation, and the travel time will be counted as work time. The Employer may direct staff to drive their own vehicle, travel time above and beyond their regular commute would then be compensated as time worked, and mileage reimbursement shall apply for mileage above and beyond the regular commute.

8.6 Nothing in this Agreement shall be construed as and is not intended to be, a guarantee of any hours or work per normal workday or normal work week.

8.7 The Employer shall have the right to "call back" employees following the completion of a normal workday or normal work week.

8.71 Employees called back to work and who continue to work through a normal workday without interruption, shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times the employee's basic hourly rate.

8.72 Employees called back to work and who do not continue to work through a normal workday shall receive a minimum of two (2) hours pay at the rate of one and one-half (1 1/2) times the employee's basic hourly rate or the hours worked, whichever is greater.

8.73 The provisions of Article 9 (Overtime) shall apply, to the extent they are applicable, to the hours worked based on a call-back.

8.8 From time to time, in the event of emergencies (snow, floods, windstorms, etc.) or contractor duty, the Employer will need to call employees into work on less than a 24-hour notice (See Article 8.3). When that occurs, employees are expected to be at their assigned work site within a reasonable time of being called at the employee's designated number(s) on file at the County unless otherwise authorized by the Employer. Employees subject to call-in for snow and ice control purposes will receive a weekly stipend of sixty dollars (\$60) per week for each week between the dates of November 1 and April 30 that they are subject to call-in.

The Engineering staff shall receive a \$1,250.00 stipend in May of each year to compensate for contractor duty in the upcoming construction season.

ARTICLE 9

OVERTIME

9.1 Employees who are assigned and who work in excess of forty (40) but less than sixty (60) hours in a normal work week shall be compensated at the rate of one and one-half (1 1/2) times the employee's basic hourly rate for all hours worked in excess of forty (40). Employees who are assigned and who work in excess of sixty (60) hours in a normal work week shall be compensated at the rate of two (2) times the employee's basic hourly rate for all hours worked in excess of sixty (60). For engineering staff only, the time period for calculation of the double time referred to in the previous sentence shall be a period that begins at 12:01 a.m. Monday through 12:00 p.m. Sunday. This section shall not apply to any time worked in response to a tornado or flood emergency.

9.2 Employees who are assigned and who work on a holiday, as established by Article 16 (Holidays), shall be compensated at the rate of one and one-half (1 1/2) times the employee's basic hourly rate for all hours worked on a holiday, plus holiday pay. Employees compensated for working on a holiday, as provided by this Article, shall not receive additional paid time off for working the holiday.

9.3 Employees who are assigned and who work on a Sunday shall be compensated at the rate of one and one-half (1 1/2) times the employee's basic hourly rate for all Sunday hours worked.

9.4 An employee may receive compensatory time off in accordance with the following conditions:

9.41 Employees shall earn compensatory time at the same rate (either regular or premium) that would apply if the employee were to receive cash payment for the hours worked.

9.42 No employee shall retain more than one hundred and twenty (120) hours in the compensatory time bank; hours earned in excess of one hundred and twenty (120) shall be paid in cash at the appropriate rate.

- 9.43 For Engineering staff on or about May 1 of each year, the compensatory bank for each employee with greater than sixty (60) hours in the compensatory bank shall be reduced to sixty (60) hours and shall be paid for the number of hours reduced. Employees may cash out compensatory time upon request.

For Maintenance employees on or about December 1 of each year, the compensatory bank for each employee with greater than sixty (60) hours in the compensatory bank shall be reduced to sixty (60) hours and shall be paid for the number of hours reduced. Employees may cash out compensatory time upon request.

- 9.44 Compensatory bank hours shall be paid at the rate of pay on the day the compensatory hours are used.
- 9.45 Notwithstanding the maximum limitations of Section 9.43 and 9.44, additional hours may be carried as compensatory bank hours by mutual Agreement of the Employer and the employee involved. Such Agreement shall be in writing.
- 9.46 Compensated time not worked shall not be counted in determining overtime eligibility. PTO, Extended Sick Leave, and Holidays shall be considered time worked for the purpose of overtime compensation.

ARTICLE 10

JOB CLASSES AND WAGES

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

Effective the first pay period in January 2026, the salary ranges will increase, and employees will receive a three percent (3%) COLA adjustment.

2027. Effective the first paycheck received in January 2027; 3% COLA will be applied to all wages.

2028. Effective the first paycheck received in January 2028; a 3% COLA will be applied to all wages.

Effective 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 purposes of range movement or step adjustment. In the event an employee does not successfully complete the trial period following the promotion, the amount of the pay increase granted because of the promotion shall be eliminated from the wages of the employee, and the employee shall return to their prior position.
- 10.1b During the term of this Agreement, anniversary steps will be granted after an employee works 2080 compensated hours, exclusive of overtime, and receives a satisfactory evaluation.
- 10.1c In the event any employee who received a lump sum payment in lieu of any hourly increase in salary terminates for any reason, the lump sum payment for that year will be reimbursable to the Employer on a pro-rata monthly basis. For purposes of the pro rata computation, one-half

(1/2) of one month or more is considered to be a month. Less than one-half (1/2) of one month shall not be considered a month.

- 10.2 Maintenance Department employees who are assigned to higher-paid job classes shall be paid at the higher rate beginning with the first day of work at the higher rate within any pay period.
- 10.3 Employees will receive an annual clothing allowance of up to three hundred and seventy-five dollars (\$375) for employees in the Maintenance, Engineering, and Solid Waste Division employees in 2026. In 2027, these employees will receive four hundred dollars (\$400), and in 2028, they will receive four hundred and twenty-five dollars (\$425). The list of items that may be purchased with this allowance will be developed by the Safety Committee, subject to the review and approval of the County Engineer, and attached to this Agreement as Appendix B. This allowance will not apply to employees in the Administration Division. This will be paid out the first pay period in January.

Morrison County shall clean or replace any clothing for office personnel which are damaged as a result of their work duties.

Office personnel shall also be provided an allowance of one hundred dollars (\$100) per calendar year to purchase Morrison County logo clothing for work wear.

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

<u>Employee Contribution Per Pay Period</u>	<u>Employer Contribution Per Pay Period</u>
\$25.00-\$49.99	\$10.00
\$50.00-\$59.99	\$20.00
\$60.00 - \$124.99	\$25.00
\$125.00 and up	\$35.00

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

- 10.6 Pay Date: The Employer agrees to meet and confer with the Union if the Employer needs any change in the employee's pay date.
- 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 a MSRS Post-Retirement Health Care Savings Plan (HCSP) at the rate of fifty percent (50%) of the employee's regular hourly rate at the time of separation, upon death this amount shall be paid to the same party as the employee's final check.

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

- 10.9 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 agrees that an employee may choose to supplement PFML by utilizing any accruals available, not to exceed 100% of their regular wages.

ARTICLE 11

PAID TIME OFF

- 11.1 The members of this bargaining unit will be covered by the Paid Time Off policy as outlined in the personnel policies except as provided in this Article.
- 11.2 The total number of days of Paid Time Off accrual, based on years of service, shall be as follows:
- | <u>Years of Continuous 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 |
- 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>Year 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 regular employees shall be allowed to use up to three (3) days of paid leave if any member of the employee's immediate family dies. "Immediate family" includes the employee's parent, spouse, child, brother, sister, grandparents, great-grandparents, grandchildren, brother-in-law, sister-in-law or spouse's parent; grandparents, great-grandparents, brother-in-law, and sister-in-law. Both the employee and the employee's spouse's relationships listed are to include steps as well.
- 12.2 When funeral leave is approved, employees will be considered to have worked their normal workday for compensation purposes.
- 12.3 Part-time and temporary employees shall not be eligible for funeral leave benefits established by this Article.

ARTICLE 13

SCHEDULING PLANNED PAID TIME OFF

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

ARTICLE 14

JURY DUTY

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

ARTICLE 15

INSURANCE

- 15.1 The Employer agrees to continue a hospital and medical insurance program available to full-time employees and dependents, subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier. Any change in the benefit coverage shall be negotiated with the union, working through the County Insurance Committee (voted on and approved by the Union), and outlined in an MOU. The Union and the Employer will meet and negotiate the MOU on insurance coverage on an annual basis.
- 15.2 The Employer agrees to continue a term life insurance program, subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier, providing twenty thousand and no/100 Dollars (\$20,000.00) death benefits for all full-time employees covered by this Agreement. The Employer agrees to continue an Agreement with the term life insurance carrier to provide that each employee, at his option, may purchase additional life insurance equivalent to the amount purchased by the Employer from such carrier. It shall be the employee's responsibility to prove insurability.
- 15.3 Full-time employees with dates of employment on or before March 1, 1986, a) who are eligible for a PERA annuity at the time of their retirement and b) have been employed twenty (20) continuous years or more by the Employer shall have one hundred seventy-five dollars (\$175) per month of the premium cost of any hospital and medical insurance plan offered in the County cafeteria plan paid for by the Employer until the employee's sixty-fifth (65th) birthday or duration not to exceed ten years, whichever comes first.
- 15.4 Part-time and seasonal employees shall not be eligible for insurance benefits as established by this Article. Employees who are regularly scheduled to and working 30 hours per week shall receive the pro-rated County contribution to the cafeteria insurance plan based on their normal work week, as follows:

30-33 hours per week	82.5% of full-time employee benefit
34-36 hours per week	90.0% of full-time employee benefit
37-40 hours per week	100.0% of full-time employee benefit
- 15.5 The County shall provide long-term disability insurance to bargaining unit employees at no cost to the employee.
- 15.6 Any employee serving on the Insurance committee will not lose pay for attending scheduled meetings. Two Union members, appointed by the Union, shall serve on the Employee Insurance Benefits Committee.

ARTICLE 16

HOLIDAYS

- 16.1 Thirteen (13) days shall be considered paid holidays for full-time employees.

16.2 The County will recognize the following holidays:

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	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
Floating Holiday	

If New Year's Day, Juneteenth, Independence Day, Christmas Day, or Veteran's Day falls on a Sunday, the following Monday will be observed as the holiday. If they fall on a Saturday, the preceding Friday will be observed as the 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 16.9 will apply to this holiday in the event that it is a Floating Holiday.

- 16.3 To qualify for a paid holiday, employees must work their last normal workday before the holiday and the first normal workday following the holiday. Employees on approved paid absence as provided by this Agreement shall be considered to have worked the normal workday before and/or after a holiday.
- 16.4 Holidays that fall during an employee's PTO period shall be considered a holiday, and the employee shall not be charged for vacation on that day.
- 16.5 Part-time employees shall earn pro-rated holiday pay based on their normal work week.
- 16.6 Employees shall be credited with ten (10) hours of pay for any holiday which occurs on a day that would otherwise be a ten (10) hour workday.
- 16.7 Temporary employees shall not be eligible for paid holidays as provided by this Article.
- 16.8 Holiday pay is to be paid at the average length of the workday during the week that the holiday falls to a maximum of ten (10) hours, from May 1 to October 31.
- 16.9 The rules and restrictions regarding scheduling and use of the Floating Holiday will be the same as in Article 13.1. Employees must use all Floating Holiday(s) prior to December 1 each year, or it shall be forfeited for that payroll year. The floating holiday may be taken during the probationary period.

ARTICLE 17

SEPARATION

- 17.1 Employees shall be considered separated from employment with the Employer based on the following actions:
- 17.11 Resignation. Employees resigning from employment shall submit written notice at least fourteen (14) days in advance of the effective date of their resignation. Failure to give such notice may result in the forfeiture of all earned PTO. In the event of unusual circumstances beyond the employee's control, the Employer may waive the fourteen (14) calendar day notice requirement.
- 17.12 Discharge. Employees may be discharged from employment as provided by Article 20 (Discipline and Discharge).

- 17.13 Absence from Work. Employees absent from work without an approved absence as provided by Articles 11, 12, 13, 14, 18, and 25 (PTO, Funeral Leave, Scheduling Planned PTO, Jury Duty, Leave of Absence, or Family and Medical Leave) may be discharged as provided by Article 20 (Discipline and Discharge). Notwithstanding the above, an employee who is absent from work for three days without notice to the Employer shall have resigned. In appropriate cases, the Employer may waive the application of this section.
- 17.14 Inability to Perform Job Duties and Responsibilities. Employees may be separated for the inability to perform job duties and responsibilities as provided by Article 7 (Probationary Period).
- 17.2 Employees laid off in accordance with Article 22 (Layoff) shall not be considered to have separated from employment except as provided in Article 22, Section 22.3 and 22.4.
- 17.3 Employees re-employed by the Employer following separation shall be considered an original appointment and shall serve a nine (9) month (1,560) hour probationary period.
- 17.4 Employees separated from employment, except for discharge (17.12) or termination during the probationary period (7.11), shall be compensated for all accumulated PTO at the time of separation, consistent with the PTO policy attached hereto.

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, 14, and 25 (PTO, Funeral Leave, Scheduling Planned PTO, Jury Duty or Family and Medical Leave), a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.
- 18.2 Requested leaves of absence will be granted only when such leave would not affect the services provided by the Employer, is recommended by the County Highway Engineer, and is approved by the County Administrator. The approval of such requests is discretionary with the County Administrator.
- 18.3 During an unpaid, unprotected leave of absence, employees will earn no compensation or benefits.
- 18.4 Employees absent from work without an approved leave of absence shall be subject to discipline as provided by Article 20 (Discipline and Discharge). They shall receive no compensation during the period of absence.

ARTICLE 19

JOB POSTING

- 19.1 The Employer and the Union agree that job class vacancies and new job classes should be filled based on the concept of promotion from within if applicants:
- 19.11 have the necessary qualifications to meet the standards of the job class; and
 - 19.12 can perform the duties and responsibilities of the job class.
- 19.2 All job class vacancies shall be posted for a minimum of seven (7) calendar days.
- 19.21 All newly created positions or classes established by the Employer and the appropriate rate of pay for such positions shall be subject to negotiation between the Employer and the Union prior to the filling of such positions.
- 19.3 Employees filling a higher job class based on the provisions of this Article shall serve a trial period of one thousand forty (1040) compensated hours or six (6) months.
- 19.4 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 Disciplinary action by the Employer may include any of the following actions based on the severity of the cause:
 - Oral reprimand,
 - Written reprimand,
 - Suspension,
 - Demotion, or
 - Discharge.
- 20.3 Employees who receive any written discipline, such as a written reprimand, suspension, demotion, or discharge, may grieve such actions through the provisions of Article 23 (Grievance Procedure). The Union may use the Grievance Procedure up through and including Step 4 for a written reprimand. At the Union's request, the Employer will agree to participate in mediation for any written reprimand that has not been successfully resolved through Step 3 of the Grievance Procedure.
- 20.4 The employee will receive copies of written reprimands, notices of suspension, and notice of discharge that are to become a part of the employee's personnel file.
- 20.5 Employees may examine their personnel file at reasonable times under the direct supervision of the Employer.

ARTICLE 21

SENIORITY

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

ARTICLE 22

LAYOFF

- 22.1 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 seniority, ability to perform available work, and work performance within the department.

- 22.2 Prior to the effective date of any layoff for an indefinite period or for a definite period exceeding thirty (30) days, the proposed layoff will be discussed with the Union with at least ten (10) days' notice in writing to the Union and the employees affected.
- 22.3 An employee's right to recall shall exist for eighteen (18) months after their last date of layoff.
- 22.4 Failure to return to work within ten (10) days of notice of recall shall terminate all rights to recall. Notice of recall shall be in the form of a registered letter sent to the employee's last address on file with the County. It shall be the employee's duty to notify the County of any address change.
- 22.5 Recall shall be based on the same criteria as 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 position for which the employee on layoff is qualified shall terminate all rights to recall.

ARTICLE 23

GRIEVANCE PROCEDURE

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

Step 1. Upon the occurrence of any alleged violation of the Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the Assistant County Engineer or the Maintenance Supervisor. If this informal discussion is not resolved to the employee's satisfaction, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement shall be considered waived if not reduced to writing by the Union within fourteen (14) calendar days after the employee, through the use of reasonable diligence, had knowledge of the first occurrence of the event giving rise to the grievance.

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

Step 3. Within seven (7) calendar days following receipt of a grievance referred from Step 2, the County Administrator shall meet with the Union Business Representative and attempt to resolve the grievance. Within seven (7) 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 Highway Engineer's answer shall be considered waived.

Step 4. Upon completion of the previous procedure and prior to requesting arbitration, the Union and the Employer may, by mutual agreement, request mediation of the grievance by the Bureau of Mediation Services. Such request must be made within ten (10) days following the decision in Step 3. The time limit for

requesting arbitration is tolled during mediation, and if mediation does not resolve the grievance within thirty (30) days, arbitration may commence as hereafter provided in Step 5.

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

- 23.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union and shall have no authority to 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 the decision in writing within thirty (30) calendar 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 arbitrator's decision shall be final and binding on the Employer, the Union, and the employees.

23.51 The fee and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

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

ARTICLE 24

SAFETY GLASSES

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

ARTICLE 25

FAMILY AND MEDICAL LEAVE

- 25.1 Policy. The definitions and requirements of the Family and Medical Leave Act shall also apply to this policy. Employees who have worked for Morrison County for at least one year and for at least 1,250 hours over the previous 12 months will be granted a leave of absence from employment without pay for any of the following reasons:
- In conjunction with the birth of a child or placement of a child in the employee's household by adoption or foster care.
 - To care for the employee's spouse, child, or parent with a serious health condition.
 - 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.
- 25.2 Approval. The employee is required to provide 30 days advance leave notice when the leave is "foreseeable" or reasonable notice if the leave must begin in less than 30 days. The written request must include the reasons for the leave and the anticipated length of absence.
- 25.3 Maximum Period. The length of family & medical leaves from employment without pay shall be limited to no more than 12 weeks within any twelve-month period measured forward from the date the employee's family and medical leave begins. The right to take the birth or placement leave expires at the end of the first year of birth or placement, and may be a continuous leave unless the County and employee agree that the leave may be taken intermittently. The 12-week leave to care for the employee's child, spouse, or parent or because of the employee's serious health condition may be taken intermittently or on a reduced work schedule when medically necessary. In the event this leave is taken intermittently or on a reduced work schedule, and the leave is foreseeable based on planned medical treatment (such as therapy), the County may require the employee to temporarily transfer to an alternative position.
- 25.4 Reinstatement. Employees who are granted a family or medical leave will be reinstated to the same position or an equivalent position as the one they held prior to the commencement of their leave.
- 25.5 Effect on Benefits. During the FMLA-covered leave, the County will continue to maintain its contribution to the County's health insurance plan during periods of unpaid leave without interruption on the same basis as though the employee was not on leave.
- 25.6 Substitution of Paid Leave. If the employee takes leave for the birth or placement of a child, the employee may substitute accrued paid PTO and accrued compensatory time for the unpaid leave.
- 25.7 Certification. If an employee requests leave because of a serious health condition or to care for a family member with a serious health condition, the County does require that the request be supported by a 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 healthcare 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 return is granted.
- 25.9 The provisions above shall not apply to employees who have been employed by the County for less than 12 months or have been employed by the County for 12 months and work at least half-time for the Employer but do not meet the 1250-hour threshold. Employees who have been employed by the County for 12 months and work at least half-time for the County but do not meet the 1250-hour threshold of the Family and Medical Leave Act will be eligible for the 6-week parenting leave under Minnesota law.

ARTICLE 26

SEVERABILITY

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

ARTICLE 27

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

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

ARTICLE 28

DURATION AND PLEDGE

- 28.1 This Agreement shall become effective on the first (1st) day of January 1, 2026, unless specifically provided otherwise, and shall remain in effect through the thirty-first (31st) day of December 2028 and continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.
- 28.2 Either party desiring to change this Agreement must notify the other in writing prior to July 1 of the year of expiration or July 1 of any year following. Until a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. However, no compensation increases, including anniversary step or range movement, shall be required during such an extended contract period. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.
- 28.3 In consideration of the terms and conditions of employment established by this Agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:
- 28.31 The Union and the employees will not engage in, instigate or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment.
- 28.32 The Employer will not engage in, instigate, or condone any lock-out of employees.

AGREED to this _____ day of _____, 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**

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


County Board Chairman


President


County Administrator

 Labor Representative,
AFSCME Council-65
AFSCME Council 65

APPENDIX B

Eligible Clothing Items

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

32.07 Intermittent and Temporary Employees. Intermittent and temporary employees shall not be eligible for paid holiday leave.

32.08 Floating Holiday. The rules and restrictions regarding the scheduling and use of the floating holiday will be the same as defined in Article 33, PTO. A floating holiday must be used by December 1 of the year it was granted or forfeited. If your hire date is later than November 1, no floating holiday will be granted for that calendar year.

32.09 Christmas Eve Holiday. Employees shall be granted an additional Floating Holiday for that payroll year when the Christmas Eve holiday falls on a Saturday or Sunday. The Floating Holiday policy provisions, Article 32.08, shall apply to any Floating Holiday so granted.

ARTICLE 33 PTO

33.01 Policy. Morrison County's policy is to provide employees with paid time away from work.

While every effort will be made to give employees the leave period of their preference, leaves will be scheduled so as not to cause an interruption in the department's regular operation. Should a conflict in scheduling occur, it will be resolved based on the first request and then seniority at the request.

PTO can be utilized for any purpose, subject only to necessary existing departmental request/approval procedures consistent with these policies. If absent for more than five (5) days due to an FMLA qualifying event, you must notify Human Resources.

33.02 Accrual Rates

<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

In either case, 2080 hours of regularly scheduled work time equals one full year of experience determining PTO benefit accrual. Employees working more than thirty (30) hours per week for twelve (12) consecutive weeks and not currently benefits-eligible will be highlighted to the department head. Either the employee's hours are reduced or when they become eligible to receive benefits-eligible status. Conversely, employees working less than thirty (30) hours per week for twelve (12) consecutive weeks and currently benefits-eligible will be highlighted to the department head, and either the employee's hours change or elimination of benefits-eligible status.

33.03 Earned Sick and Safe Time. Under Minnesota State Statute 181.9445 to 181.9448, all full-time, part-time, and temporary employees are eligible for sick and safe leave if they work at least eighty (80) or more hours per year. An employee earns one (1) hour of sick and safe time for every thirty (30) hours worked and can earn a maximum of forty-eight (48) hours per year. For benefits-eligible staff, Morrison County's PTO policy meets this requirement; therefore, no additional accruals for benefit-eligible employees will be added. For employees to account for ESST, the reason code, 'Sick and Safe,' must be selected within Time-Off Requests to be protected under state statute.

Part-time Intermittent, Seasonal, and Temporary staff: Any unused hours carry over into future years, up to a maximum of forty-eight (48) hours per year and eighty (80) hours in the overall bank. Any accumulation above these maximums will be lost. Unused ESST is not eligible for payout at the end of the accrual year and/or upon termination. If an employee separates from employment and is rehired within 180 days, then previously accrued but unused ESST shall be reinstated.

33.04 Use of PTO. PTO is accrued per pay period and may be used after the pay period in which it was earned in increments of not less than fifteen (15) minutes. Because of their work, department heads are expected to account only for full-day absences; any exception may be granted only by prior authorization from the County Administrator. Non-emergency use must be requested in advance per departmental policies. For PTO to be considered "planned," an employee should give their supervisor advance notice equal to the amount of the requested time off, up to five (5) days. Emergency or

“unplanned” use must be requested with as much advance notice as possible but not later than the start of the scheduled work shift. Emergency use may require documentation of the emergency.

Maximum accrual of PTO is no more than two (2) times your annual accrual rate or 488 hours, whichever is greater. Any PTO above that amount shall be forfeited.

Use of PTO shall be counted toward the calculation of overtime.

An employee taking an unpaid leave of absence for reasons identified in the Absences from Work without Pay Policy, Article 13, must use all accrued PTO/Comp/Sick Bank hours before going on unpaid status. If an employee is on an approved FMLA leave, they may be allowed to leave an accrual balance of a maximum of 40 hours if they so choose.

33.05 Annual Conversion Option. During the last pay date in November of each year, employees may convert a portion of their PTO accrual to the County’s deferred compensation program (subject to maximum deferral regulations) or a cash payout according to the following schedule. Employees should be aware that cash payouts are taxable income. Election of this option will be completed within November of each year as designated by Human Resources. New employees must have worked for the County for one full year before being eligible for this provision.

<u>Year of Service - based on Anniversary Date</u>	<u>Conversion to Cash or Deferred Compensation</u>
1 thru 5 years	20 hours
6 thru 10 years	60 hours
11 thru 15 years	80 hours
16 thru 20 years	100 hours
20 + years	120 hours

NOTE: The conversion schedules may be organized differently than outlined above for collective bargaining unit employees. Employees who are so covered should consult their union contract for the specific conversion schedule.

33.06 Termination of Benefits. An employee terminated for cause shall not be eligible for payment of any accrued PTO at the time of separation. Employees who resign in good standing shall be eligible to receive accrued PTO up to the current maximum accrual.

Upon termination of employment with Morrison County, the dollar value of PTO is paid according to the terminating employee’s current hourly rate up to the current maximum accrual. It 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 PTO, Comp time, Sick bank, and any other severance payments will be paid out in cash. Suppose the termination is due to the unexpected death of the employee. In that case, the value of the severance shall be paid to the deceased employee's estate within 30 calendar days upon presenting a death certificate or other valid proof of death.

Sick Leave Bank Incentives will also be paid to terminating employees with Sick Leave Banks per existing county personnel policy provisions. See Article 16.

33.07 Intermittent Seasonal and Interns. These employees shall not be eligible for paid PTO.

33.08 Department Heads and Supervisors. Dependent upon needing the flexibility to negotiate accrual and PTO banks for personnel with the Administrators approval. Newly hired department heads or supervisors may be credited up to eighty (80) hours of PTO at the time of their initial hire, subject to all the same limitations on its use. Also, the County Administrator is authorized to take prior service in a similar position with another employer into account when offering prospective employees department head jobs and negotiating the annual accrual rate for PTO for newly hired department heads. After reviewing the circumstances and receiving the county administrator's consent, department heads are authorized to take prior service in a similar position with another employer into account when offering prospective employees managerial/supervisory jobs and negotiating the annual accrual rate for PTO for newly hired managers/supervisors.

179A.03 DEFINITIONS.

Subdivision 1. **General.** For the purposes of sections 179A.01 to 179A.25, the terms defined in this section have the meanings given them unless otherwise stated.

Subd. 2. **Appropriate unit or unit.** "Appropriate unit" or "unit" means a unit of employees determined under sections 179A.09 to 179A.11. For school districts, unit means all the teachers in the district.

Subd. 2a. **Board.** "Board" means the Public Employment Relations Board under section 179A.041.

Subd. 3. **Bureau.** "Bureau" means the Minnesota Bureau of Mediation Services.

Subd. 4. **Confidential employee.** "Confidential employee" means an employee who as part of the employee's job duties:

(1) is required to access and use labor relations information as that term is defined in section 13.37, subdivision 1, paragraph (c); or

(2) actively participates in the meeting and negotiating on behalf of the public employer.

Subd. 5. **Commissioner.** "Commissioner" means the commissioner of the bureau.

Subd. 5a. **Court employee.** "Court employee" means a public employee employed by the supreme court, court of appeals, or a judicial district that is under section 480.181, subdivision 1, paragraph (b).

Subd. 6. **Employee organization.** "Employee organization" means any union or organization of public employees whose purpose is, in whole or in part, to deal with public employers concerning grievances and terms and conditions of employment.

Subd. 7. **Essential employee.** "Essential employee" means firefighters, peace officers subject to licensure under sections 626.84 to 626.863, 911 system and police and fire department public safety dispatchers, guards at correctional facilities, confidential employees, supervisory employees, assistant county attorneys, assistant city attorneys, principals, and assistant principals. However, for state employees, "essential employee" means all employees in law enforcement, public safety radio communications operators, health care professionals, correctional guards, professional engineering, and supervisory collective bargaining units, irrespective of severance, and no other employees. For University of Minnesota employees, "essential employee" means all employees in law enforcement, nursing professional and supervisory units, irrespective of severance, and no other employees. "Firefighters" means salaried employees of a fire department whose duties include, directly or indirectly, controlling, extinguishing, preventing, detecting, or investigating fires. Employees for whom the state court administrator is the negotiating employer are not essential employees. For Hennepin Healthcare System, Inc. employees, "essential employees" means all employees.

Subd. 8. **Exclusive representative.** "Exclusive representative" means an employee organization which has been certified by the commissioner under section 179A.12 to meet and negotiate with the employer on behalf of all employees in the appropriate unit.

Subd. 9. **Fair share fee challenge.** "Fair share fee challenge" means any proceeding or action instituted by a public employee, a group of public employees, or any other person, to determine their rights and obligations with respect to the circumstances or the amount of a fair share fee.

Subd. 10. **Meet and confer.** "Meet and confer" means the exchange of views and concerns between employers and their employees.

Subd. 11. **Meet and negotiate.** "Meet and negotiate" means the performance of the mutual obligations of public employers and the exclusive representatives of public employees to meet at reasonable times, including where possible meeting in advance of the budget making process, with the good faith intent of entering into an agreement on terms and conditions of employment. This obligation does not compel either party to agree to a proposal or to make a concession.

Subd. 12. **Principal; assistant principal.** "Principal" and "assistant principal" means any person so licensed by the commissioner of education who devotes more than 50 percent of the time to administrative or supervisory duties.

Subd. 13. **Professional employee.** "Professional employee" means:

(1) any employee engaged in work (i) predominantly intellectual and varied in character as opposed to routine mental, manual, mechanical, or physical work; (ii) involving the consistent exercise of discretion and judgment in its performance; (iii) of a character that the output produced or the result accomplished cannot be standardized in relation to a given period of time; and (iv) requiring advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital, as distinguished from a general academic education, an apprenticeship, or training in the performance of routine mental, manual, or physical processes; or

(2) any employee, who (i) has completed the course of advanced instruction and study described in clause (1), item (iv); and (ii) is performing related work under the supervision of a professional person to qualify as a professional employee as defined in clause (1); or

(3) a teacher.

Subd. 14. **Public employee or employee.** (a) "Public employee" or "employee" means any person appointed or employed by a public employer except:

(1) elected public officials;

(2) election officers;

(3) commissioned or enlisted personnel of the Minnesota National Guard;

(4) emergency employees who are employed for emergency work caused by natural disaster;

(5) part-time employees whose service does not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the employee's appropriate unit;

(6) employees, other than those working in a school as a paraprofessional or other noninstructional position, whose positions are temporary or seasonal in character and are not for more than 67 working days in any calendar year.

(7) full-time students under the age of 22, enrolled in a nonprofit or public educational institution prior to being hired by the employer, excluding employment by the Board of Regents of the University of Minnesota, whose positions are temporary or seasonal in character and are not for more than 100 working days in any calendar year, and who have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment;

(8) employees providing services for not more than two consecutive quarters to the Board of Trustees of the Minnesota State Colleges and Universities under the terms of a professional or technical services contract as defined in section 16C.08, subdivision 1;

(9) employees of charitable hospitals as defined by section 179.35, subdivision 3, except that employees of charitable hospitals as defined by section 179.35, subdivision 3, are public employees for purposes of sections 179A.051, 179A.052, and 179A.13;

(10) full-time undergraduate students employed by the school, excluding employment by the Board of Regents of the University of Minnesota, which they attend under a work-study program or in connection with the receipt of financial aid, irrespective of number of hours of service per week;

(11) an individual who is employed for less than 300 hours in a fiscal year as an instructor in an adult vocational education program;

(12) with respect to court employees:

(i) personal secretaries to judges;

(ii) law clerks;

(iii) managerial employees;

(iv) confidential employees; and

(v) supervisory employees; or

(13) with respect to employees of Hennepin Healthcare System, Inc., managerial, supervisory, and confidential employees.

(b) The following individuals are public employees regardless of the exclusions of paragraph (a), clauses (5) to (8) and (10):

(1) an employee hired by a school district or the Board of Trustees of the Minnesota State Colleges and Universities except at the university established in the Twin Cities metropolitan area under section 136F.10 or for community services or community education instruction offered on a noncredit basis: (i) to replace an absent teacher or faculty member who is a public employee, where the replacement employee is employed more than 30 working days as a replacement for that teacher or faculty member; or (ii) to take a teaching position created due to increased enrollment, curriculum expansion, courses which are a part of the curriculum whether offered annually or not, or other appropriate reasons;

(2) an employee hired for a position under paragraph (a), clause (6), if that same position has already been filled under paragraph (a), clause (6), in the same calendar year and the cumulative number of days worked in that same position by all employees exceeds 67 calendar days in that year. For the purpose of this paragraph, "same position" includes a substantially equivalent position if it is not the same position solely due to a change in the classification or title of the position;

(3) an early childhood family education teacher employed by a school district;

(4) an individual hired by the Board of Trustees of the Minnesota State Colleges and Universities or the University of Minnesota as the instructor of record to teach (i) one class for more than three credits in a fiscal year, or (ii) two or more credit-bearing classes in a fiscal year; and

(5) an individual who: (i) is paid by the Board of Regents of the University of Minnesota for work performed at the direction of the university or any of its employees or contractors; and (ii) is enrolled in three or more university credit-bearing classes or one semester as a full-time student or postdoctoral fellow during the fiscal year in which the work is performed. For purposes of this section, work paid by the university includes but is not limited to work that is required as a condition of receiving a stipend or tuition benefit, whether or not the individual also receives educational benefit from performing that work. Individuals who perform supervisory functions in regard to any individuals who are employees under this clause are not considered supervisory employees for the purpose of section 179A.06, subdivision 2.

Subd. 15. **Public employer or employer.** (a) "Public employer" or "employer" means:

(1) the state of Minnesota for employees of the state not otherwise provided for in this subdivision or section 179A.10 for executive branch employees;

(2) the Board of Regents of the University of Minnesota for its employees;

(3) the state court administrator for court employees;

(4) the state Board of Public Defense for its employees;

(5) Hennepin Healthcare System, Inc.; and

(6) notwithstanding any other law to the contrary, the governing body of a political subdivision or its agency or instrumentality which has final budgetary approval authority for its employees. However, the views of elected appointing authorities who have standing to initiate interest arbitration, and who are responsible for the selection, direction, discipline, and discharge of individual employees shall be considered by the employer in the course of the discharge of rights and duties under sections 179A.01 to 179A.25.

(b) When two or more units of government subject to sections 179A.01 to 179A.25 undertake a project or form a new agency under law authorizing common or joint action, the employer is the governing person or board of the created agency. The governing official or body of the cooperating governmental units shall be bound by an agreement entered into by the created agency according to sections 179A.01 to 179A.25.

(c) "Public employer" or "employer" does not include a "charitable hospital" as defined in section 179.35, subdivision 2, except that a charitable hospital as defined by section 179.35, subdivision 2, is a public employer for purposes of sections 179A.051, 179A.052, and 179A.13.

(d) Nothing in this subdivision diminishes the authority granted pursuant to law to an appointing authority with respect to the selection, direction, discipline, or discharge of an individual employee if this action is consistent with general procedures and standards relating to selection, direction, discipline, or discharge which are the subject of an agreement entered into under sections 179A.01 to 179A.25.

Subd. 16. **Strike.** "Strike" means concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

Subd. 17. **Supervisory employee.** (a) "Supervisory employee" means a person who has the authority to undertake a majority of the following supervisory functions in the interests of the employer: hiring, transfer, suspension, promotion, discharge, assignment, reward, or discipline of other employees, direction of the work of other employees, or adjustment of other employees' grievances on behalf of the employer. To be included as a supervisory function which the person has authority to undertake, the exercise of the

authority by the person may not be merely routine or clerical in nature but must require the use of independent judgment. An employee, other than an essential employee, who has authority to effectively recommend a supervisory function, is deemed to have authority to undertake that supervisory function for the purposes of this subdivision. The administrative head of a municipality, municipal utility, or police or fire department, and the administrative head's assistant, are always considered supervisory employees.

(b) The removal of employees by the employer from a nonsupervisory appropriate unit for the purpose of designating the employees as "supervisory employees" shall require either the prior written agreement of the exclusive representative and the written approval of the commissioner or a separate determination by the commissioner before the redesignation is effective.

Subd. 18. **Teacher.** "Teacher" means any public employee other than a superintendent or assistant superintendent, principal, assistant principal, or a supervisory or confidential employee, employed by a school district:

(1) in a position for which the person must be licensed by the Professional Educator Licensing and Standards Board or the commissioner of education;

(2) in a position as a physical therapist, occupational therapist, art therapist, music therapist, or audiologist; or

(3) in a position creating and delivering instruction to children in a preschool, school readiness, school readiness plus, or prekindergarten program or other school district or charter school-based early education program, except that employees in a bargaining unit certified before January 1, 2023, may remain in a bargaining unit that does not include teachers unless an exclusive representative files a petition for a unit clarification on the status of a preschool, school readiness, school readiness plus, or prekindergarten program or other school district or charter school-based early education program position.

Subd. 19. **Terms and conditions of employment.** "Terms and conditions of employment" means the hours of employment, the compensation therefor including fringe benefits except retirement contributions or benefits other than employer payment of, or contributions to, premiums for group insurance coverage of retired employees or severance pay, staffing ratios, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees the term does not mean educational policies of a school district. "Terms and conditions of employment" is subject to section 179A.07. In the case of school employees, "terms and conditions of employment" includes adult-to-student ratios in classrooms, student testing, and student-to-personnel ratios.

Subd. 20. MS 2006 [Renumbered subd 5a]

History: 1984 c 462 s 4; 1986 c 444; 1987 c 186 s 15; 1987 c 384 art 2 s 1; 1988 c 605 s 4; 1989 c 255 s 2; 1990 c 377 s 1; 1991 c 308 s 2; 1992 c 582 s 3-5; 1993 c 12 s 1; 1995 c 212 art 4 s 64; 1995 c 226 art 6 s 3; 1996 c 425 s 7; 1997 c 7 art 1 s 81,82; 1997 c 156 s 3; 1998 c 355 s 1; 1998 c 386 art 2 s 65; 1998 c 398 art 5 s 55; 1Sp1998 c 1 art 3 s 20; 1999 c 216 art 7 s 3-6; 1999 c 221 s 5; 2000 c 345 s 1; 2003 c 130 s 12; 2005 c 125 art 1 s 29; art 2 s 1-3,10; 1Sp2005 c 5 art 7 s 16; 1Sp2005 c 6 art 3 s 81; 1Sp2005 c 7 s 34; 2009 c 95 art 2 s 35; 2014 c 211 s 1-3,13; 2014 c 219 s 1; 2014 c 247 s 1; 1Sp2015 c 1 art 7 s 1; 1Sp2017 c 5 art 12 s 22; 1Sp2021 c 10 art 3 s 19; 2022 c 55 art 1 s 108,109; 2023 c 53 art 11 s 10-12; 2023 c 62 art 2 s 106; 2024 c 110 art 5 s 16; 2024 c 127 art 8 s 2,3

**Memorandum of Understanding
Between Morrison County Public Works
And AFSCME Council 65, Local 2564
(Intermittent/Seasonal Employees)**

This Memorandum of Understanding is intended to detail certain operational matters related to the County's utilization of certain positions outside of the bargaining unit during the balance of the contract term of January 1, 2026, through December 31, 2028.

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

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

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

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

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

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

This Memorandum of Understanding will remain in full force and effect through December 31, 2028 and will automatically expire on that date unless renewed by the parties. Following its expiration, the provisions of this Memorandum of Understanding will not operate as a waiver of any Union or County rights.

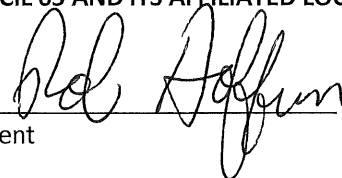
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on 16th day of December, 2025. This Agreement shall remain in full force and effect for the duration of this Agreement.

**FOR:
MORRISON COUNTY**


County Board Chairman


County Administrator

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


President


Labor Representative,
AFSCME Council-65
AFSCME Council 65

Job Title: Seasonal Maintenance Technician
Department: Public Works
Classification: Grade 1
Reports to: Maintenance Foreman
Supervises: No
Normal Business Hours: Monday – Friday, 7:30 AM – 4:00 PM
Telecommute: Not available
Union: No
FTE Status: Part-time intermittent Equivalent
Last Reviewed: 12/2024

Nature of Work:

This position assists in maintenance of roads, bridges, parks, trails, and county owned facilities. This position works independently or as part of crew and is responsible for carrying out specific duties of the Morrison County Public Works Department.

Communicates with:

Internally – All Public Works staff.
Externally –Public.

Supervision:

N/A

Essential Work Functions:

- Performs various manual tasks related to highway, park, trails and facility maintenance such as graveling roads, shouldering, crack sealing, cleaning ditches, patching bituminous and concrete surfaces, mowing, hauling culverts, maintaining culverts and bridges, repairing storm damage, installing and removing snow fencing, loading and distributing fill, repairing guard rails, repairing railroad crossings, picking up rocks, repairing gravel washouts, cleaning roads, and loading gravel.
- Performs and participates in traffic control work zone operations including placing, moving and removing signs and barricades, flagging.
- Operates light equipment, power and hand tools performing maintenance on county infrastructure.
- Performs preventative equipment and building maintenance; washes trucks and equipment; cleans and maintains facilities and equipment; assists in the mechanical repair of facilities and equipment; performs checks of equipment's oil, water, and air levels.

Other Work Functions

- Performs related work as required.

Minimum Qualifications of Education and Experience:

- Requires High school degree or GED.
- Ability to pass all position required background(s) and testing(s).

Knowledge, Skills, and Abilities Required:

- Valid MN Driver's License.
- Good interpersonal skills.
- Highly self-motivated and directed.

- Excellent attention to detail.
- Ability to effectively prioritize and execute tasks in a high-pressure environment.
- Able to work in a team-oriented, collaborative environment.
- Ability to follow policies and procedures, including established departmental dress code and safety requirements.

Persons with disabilities:

The above is a general listing of job duties. Essential and non-essential functions may vary by individual position. Reasonable accommodations may be available for both essential and non-essential job duties.

Physical Demands and Work Environment:

In compliance with Americans with Disabilities Act, the following represents the Physical and Environmental Demands:

Exposed to:	24% or Less	25% - 49%	50%- 74%	75% or more
Office environment	X			
Sitting, standing			X	
Walking, reaching, pulling				X
Typing/data entry	X			
Talking, hearing			X	
Close and distance vision				X
Heavy (Over 60 pounds of force)			X	
Challenging or threatening behaviors	X			
Hazardous physical conditions				X
Atmospheric Conditions				X
Travel				X
Hazardous materials			X	
Extreme temperatures				X
Environmental				X
Work with high detail/deadlines	X			

This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The Board of Commissioners, County Administrator and/or the Department Head retains the discretion to add duties or change the duties of this position at any time.

Morrison County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodation to qualified individuals and encourages both prospective and current employees to discuss potential accommodations with the employer.

Employee Name: _____

Employee Signature: _____ Date: _____

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

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

This Memorandum of Understanding will remain in full force and effect through December 31, 2028 and will automatically expire on that date unless renewed by the parties. Following its expiration, the provisions of this Memorandum of Understanding will not operate as a waiver of any Union or County rights.

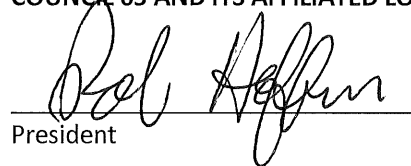
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on 16th day of December, 2025 . This Agreement shall remain in full force and effect for the duration of this Agreement.


**FOR:
MORRISON COUNTY**


County Board Chairman


County Administrator

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


President

 Labor Representative,
AFSCME Council-65
AFSCME Council 65

Memorandum of Understanding Between Morrison County And AFSCME Morrison County Public Works

This Memorandum of Understanding is by and between Morrison County (also called the County) and AFSCME Morrison County Public Works (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 LEELS-Deputy, 1 LEELS-Dispatch and 1 LEELS-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 16th day of DECEMBER, 2025.

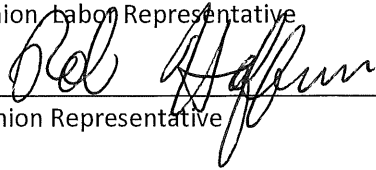
For Morrison County:



Matt LeBlanc, Administrator

For Union:

 AFSCME Council 65

Union Labor Representative


Union Representative

Union Representative

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