

AGREEMENT
BETWEEN
LAKE COUNTY
AND
THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES
LOCAL 66
COVERING EMPLOYEES OF
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

2020-2022

TABLE OF CONTENTS

	Page
ARTICLE 1 PURPOSE	1
ARTICLE 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE.....	1
ARTICLE 3 DEFINITIONS.....	1
ARTICLE 4 EMPLOYER RIGHTS.....	2
ARTICLE 5 EMPLOYEE RIGHTS.....	2
ARTICLE 6 HOURS OF WORK.....	4
ARTICLE 7 RATES OF PAY	4
ARTICLE 8 VACATIONS.....	5
ARTICLE 9 HOLIDAY PROVISIONS	7
ARTICLE 10 INSURANCE.....	8
ARTICLE 11 LEAVES OF ABSENCE.....	11
ARTICLE 12 GRIEVANCE PROCEDURE.....	15
ARTICLE 13 MISCELLANEOUS	18
ARTICLE 14 SENIORITY, LAYOFF, RECALL	19
ARTICLE 15 NON-DISCRIMINATION	21
ARTICLE 16 DISCIPLINE.....	21
ARTICLE 17 DRUG AND ALCOHOL TESTING	22
ARTICLE 18 DURATION.....	22
SCHEDULE A PAY PLAN 2020	
SCHEDULE B PAY PLAN 2021	
SCHEDULE C PAY PLAN 2022	

ARTICLE 1 PURPOSE

Section 1. Parties: THIS AGREEMENT is entered into between the Lake County Board of Commissioners (hereinafter referred to as the Employer) and Local 66 of the American Federation of State, County, and Municipal Employees, as represented by AFSCME Council 5, affiliated with the American Federation of Labor and Congress of Industrial Organization (hereinafter referred to as the Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as the P.E.L.R.A.) to provide the terms and conditions of employment for Human Service Department employees, including Health Department, during the duration of this Agreement.

ARTICLE 2 RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition: In accordance with the P.E.L.R.A., the Employer recognizes the AFSCME Council 5, as the exclusive representative for the employees described in the appropriate unit in Article 3 hereof, and employed by the Employer, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A., and as described in the provisions of this Agreement.

ARTICLE 3 DEFINITIONS

Section 1. Terms and Conditions of Employment: Terms and conditions of employment shall mean the hours of employment, the compensation therefor, including fringe benefits, except retirement contributions or benefits, the Employer's personnel policies affecting the working conditions of the employees, and shall be subject to the provisions of Minn. Stat. Sec. 179A.07, regarding the rights of public employers and the scope of negotiations.

Section 2. Description of Appropriate Unit: For the purposes of this Agreement, the appropriate unit as defined by the Bureau of Mediation Services shall mean all employees of the Department of Health and Human Services, as defined by Minnesota Statute 179.03, Subd. 14, excluding the following: confidential employees, supervisory employees, essential employees. If a dispute should arise as to the exclusion or inclusion of employees in this unit, either party shall submit a request to the Bureau of Mediation Services to resolve the issue.

Section 3. Employer: The Employer shall mean Lake County Board of Commissioners.

Section 4. Union: Union shall mean the AFSCME Council 5, or its designated officials or representatives.

Section 5. Retirement: Retirement shall mean voluntarily leaving County employment at a time when the individual is eligible for and will receive retirement benefits from PERA or other State

System at the time of leaving County employment.

Section 6. Other Terms: Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 7. Payroll Year: The Payroll Year commences at the beginning of the payroll period which includes January 1 of the new year.

Section 8. Basic Work Year: The basic work year shall be the completion of 1950 compensated hours based on an average of 26 pay periods per year. Overtime hours paid at the premium rate shall not count as part of any employee's basic work year.

ARTICLE 4 EMPLOYER RIGHTS

Section 1. Inherent Managerial Rights: The Union recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.

Section 2. Management Responsibilities: The Union recognizes the right and obligations of the Employer to efficiently manage and conduct its operation within its legal limitations and with its primary obligation to provide services to the residents of the County.

Section 3. Effect of Laws, Rules and Regulations: The Union recognizes that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, regulations, directives and orders, issued by the Employer, providing that such rules, regulations, directives and orders are not inconsistent with the provisions of this Agreement.

ARTICLE 5 EMPLOYEE RIGHTS

Section 1. Right to Views: Nothing contained in this Agreement shall be construed to limit, impair, or affect the right of any employee or employee representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Union.

Section 2. Request for Dues Checkoff: Employees shall have the right to request and be allowed dues checkoff for the Union. Upon receipt of a properly executed authorization card of the

employee involved, the Employer will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Transmittal of amounts deducted for union dues shall be made within twenty (20) days to the Union, together with a list of names of the employees from whose pay deductions were made. Any dispute as to the amount of such dues deduction shall be solely between the Union and the employee involved and the Union shall hold the Employer harmless from any liability arising from the deduction of any dues as certified by the Union.

Section 3. Meet and Negotiate: The Employer shall not meet and negotiate with any employee or group of employees who are at the time designated as a member or part of the unit except through the Union.

Section 4. Union Leaves of Absence: An employee may submit a written request for leave from duty without pay not to exceed one week's duration, but limited to two employees at any one time, for representation of the Union at International, State or District meetings or trainings. The request shall be submitted at least two weeks in advance of the absence, whenever possible. The requests shall be granted provided that the absence does not interfere unreasonably with the Department's needs.

Section 5. Changes in Personnel: The Employer shall notify the Union in writing each month of terminations and hiring of new employees in the appropriate unit.

Section 6. Union Activity:

Subd. 1. From among the employees employed in the bargaining unit, the Union may designate, and the Employer will recognize, not more than two (2) shop stewards to serve as the Union's agent in the representation of employees in the bargaining unit. The Employer shall not be required to recognize any employee as a shop steward unless the Union has informed the Employer, in writing, of the name of the employee(s) designated to act as shop steward.

Subd. 2. Except as specifically provided in this Subd. 2, a shop steward shall not be compensated by the Employer for duties as a shop steward and shall perform such duties during times when the shop steward is not scheduled to work for the Employer. The Employer will compensate a shop steward at the straight time rate of pay for the shop steward's designated job classification for scheduled work hours lost in attendance at a meeting with the Employer's representatives convened at Level I through Level III of Article 12, Grievance Procedure, of this Agreement.

Section 7. Union Orientation: The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights, introducing them to their Union representative(s), and other information regarding their employment. The orientation will be held within twenty-eight (28) days of the employee's hire date and shall be during working hours

at a time agreed by the employee's immediate supervisor, not to exceed one (1) hour in duration. The Union shall reimburse the Employer for such orientation time.

ARTICLE 6 HOURS OF WORK

Section 1. Regular: The normal hours of work for full-time employees, exclusive of lunch, shall be thirty-seven and one-half (37½) hours per week as scheduled by the Employer. The normal workweek shall be Monday through Friday.

Section 2. Rest Break: Employees shall be allowed two (2) fifteen (15) minute paid rest breaks at times designated by the Director or the Director's designee. The Director may require employees to remain at the work site during a rest break.

Section 3. Lunch Period: Each employee shall normally have a one-half (½) hour unpaid lunch period.

Section 4. Alternative Schedules: Alternative schedule arrangements may be approved upon mutual agreement of the Employer and the employee. All alternative schedule arrangements shall comply with alternative schedule policies approved by the County Board. The Employer may cancel any alternative schedule arrangements upon fourteen (14) days advance notice to the employee. The denial of an alternative schedule request or the cancellation of same shall not be grievable.

Under an approved alternative schedule arrangement, overtime shall be payable after thirty-seven and one-half (37½) hours of work in one week. Each approved alternative schedule arrangement must consist of seventy-five (75) hours of work per pay period for a full-time employee. No employee shall be scheduled to work in excess of ten (10) hours per day.

Section 5. Extraordinary Circumstances: In extraordinary circumstances, such as a disaster, the Director or the Director's designee shall have the authority to call employees in to work outside normal hours and, if necessary, assign them to assist with functions outside their usual work duties. In such circumstances, an affected employee shall receive the employee's usual rate of pay, and overtime pay, if applicable.

ARTICLE 7 RATES OF PAY

Section 1. Pay Plans: Effective the beginning of the 2020 payroll year, employees shall move any applicable steps and shall receive a 3% General Adjustment as shown on Schedule A. Effective the beginning of the 2021 payroll year, employees shall move any applicable steps and shall receive a 2% General Adjustment as shown on Schedule B. Effective the beginning of the 2022 payroll year, employees shall move any applicable steps and shall receive a 2% General Adjustment as shown on Schedule C.

Section 2. Anniversary Date: The anniversary date of employees shall be their original date of employment in Lake County under the Welfare Merit System. The anniversary dates shall remain constant through the tenure of the employee if continuously employed.

Section 3. Overtime:

Subd. 1. All overtime must be authorized and approved by the Employer in advance, except in cases of emergency.

Subd. 2. Employees shall be compensated at time and one-half (1½) in cash or compensatory time for all hours worked in excess of thirty-seven and one-half (37½) hours per week except where approved alternative schedules provide otherwise. All employees under this contract who choose to bank compensatory time off shall be permitted to bank up to forty (40) hours of compensatory time off; provided, however, that there shall be no carryover of compensatory time off from year to year, except that an employee may carryover to the next year compensatory time earned after December 15 of the current year. Compensatory time off shall be taken at times mutually agreed to by the supervisor and the employee. Any compensatory time not taken by the employee before the end of the payroll year or carried over in accordance with the provisions of this Subdivision shall be paid in cash before the end of January.

Subd. 3. For purposes of computing overtime eligibility, approved compensatory time off shall not count as hours worked.

Section 4. Paydays: Paydays shall be every other Friday and paydays are to fall one week following the end of a two-week pay period. For the purpose of computing time and one-half compensation, the workweek shall run from 12:01 AM Saturday through 12:00 Midnight Friday. For the purpose of computing time and one-half compensation, holidays, sick leave days, and vacation days shall be considered as time worked. This is not intended to conflict with Article 6, Section 1, which describes the normal workweek as being Monday through Friday as regular office days. Wages are paid by direct deposit for non-temporary employees.

Section 5. Promotions: When an employee is promoted, (i.e. obtains a permanent appointment to a higher pay classification), the employee will be paid at the negotiated rate for that higher classification. A promotion shall result, at a minimum, in placement at the closest, next highest step to their previous rate of pay in their new classification, as shown on the applicable Schedule. The Employer shall provide written notice of all promotions to the Union.

ARTICLE 8 VACATIONS

Section 1. Paid Vacations: Regularly scheduled employees shall accrue vacation as follows:

Subd. 1. 0 Years through 5 years of service (0 – 9,750 hours) – 4.327 hours per pay period of service.

Subd. 2. After 5 years through 10 years of service (9,751 – 19,500 hours) – 5.192 hours per pay period of service.

Subd. 3. After 10 years of service (19,500 hours) – 6.058 hours per pay period of service.

Subd. 4. After 20 years of service (39,000 hours) – 7.212 hours per pay period of service.

Provided, however, under no circumstances shall an employee be credited with more than one year of service during a calendar year.

Section 2. Vacation Schedule: Vacation requests of three (3) or more consecutive days, turned in by January 31 of each year, will be granted by seniority within the department or unit. Management will notify all employees by February 15 whether or not their seniority vacation has been granted. All other vacation requests will be granted on a first come, first served basis. The Supervisor of the unit will have the discretion to determine if more than one employee from the unit shall be permitted to be on vacation at the same time. Vacation scheduling shall be subject to the needs of the service as determined by the Director. Vacation pay shall not be allowed unless the employee has completed the appropriate absence form.

Section 3. Probation: Probationary employees shall earn but shall not be permitted to use vacation time, except that, with Department Head approval, a probationary employee may use up to fifteen (15) hours of accumulated vacation time or unpaid leave time during the probationary period. If the employee resigns or is terminated before completing the first probationary period of service with the Employer, the employee shall not be entitled to any compensation for unused vacation or vacation pay.

Section 4. Termination: An employee who has completed his probationary period shall be paid upon termination and/or death for all earned and accumulated vacation days. In the case of death of the employee, any unused vacation shall be paid to employee's estate.

Section 5. Vacation Accumulation: Vacation time is accrued per pay period and is calculated based on an average of 26 pay periods per payroll year. A "year of service" is equal to the basic work year as defined in Article 3, Section 8. An employee may accumulate a maximum of 250 hours as of the end of each payroll year. Holidays which occur during an employee's vacation period shall be counted as holidays and not as vacation days. Permanent part-time employees (i.e. not temporary or emergency) shall accrue prorated vacation based on the number of hours worked in the pay period as compared to full-time. The pro-ration shall be based on the regular part-time employee's hours worked in relation to the basic work year as defined in Article 3, Section 8, of this Agreement.

Section 6. Sick Leave During Vacation Leave: When sickness occurs within a period of

vacation leave, the period of illness may, on presentation of a report from a registered practicing physician, be charged as sick leave and the charge against vacation leave reduced accordingly.

Section 7. Retiring Employees: In the year of retirement commencing at such time as the employee gives notice to the Employer of intent to retire, the monthly accrual rates for vacation shall be doubled, not to exceed the total vacation due to the employee had the employee worked the full year.

ARTICLE 9 HOLIDAY PROVISIONS

Section 1. Paid Holidays:

Subd. 1. Regularly scheduled employees (i.e. not temporary or emergency appointment) shall be granted the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.

An employee required to work on a holiday designated in this subdivision shall be paid the employee's holiday pay. In addition, the employee shall be paid one and one half times the employee's regular hourly rate of pay for hours worked on the holiday.

Subd. 2. In addition to the aforementioned holidays, all employees who have completed their initial probationary period shall receive two (2) floating holidays to be used within the calendar year at the employee's discretion, subject to the approval of the director.

All employees hired between January 1 and June 30 of the year shall earn two (2) floating holidays for that calendar year. All employees hired between July 1 and December 31 shall earn one (1) floating holiday for that year.

Employees hired in one calendar year, who complete their probationary period in the following calendar year, shall be entitled to utilize the floating holiday(s) earned during the initial calendar year of employment in addition to the two (2) floating holidays earned the calendar year that the employee completed probation as long as all floating holidays are used in the calendar year that the employee completed the probationary period. Employees who complete their probationary period in December of the year of hire may also carry over floating holidays earned in the year of hire to the next calendar year.

Floating holiday time which is unused at the end of the calendar year or upon an employee's departure from Lake County employment shall not be compensated.

Section 2. Weekends: Holidays that fall on a Saturday shall be observed on the preceding day; holidays that fall on a Sunday shall be observed on the following day. In all other circumstances, the holiday schedule shall be as determined by the Employer, no later than January 31.

Section 3. Eligibility: In order to be eligible for holiday pay, an employee must have worked the employee's regular work day before and after the holiday unless the employee is on authorized paid leave.

Section 4. Application: This Article shall apply to regularly scheduled employees (i.e. not temporary or emergency appointment). Permanent part-time employees (i.e. not temporary or emergency) shall accrue prorated holiday pay based on six (6) month periods (January through June and July through December) for the next six (6) months computation. The pro-ration shall be based on the regular part-time employee's hours worked in relation to the basic work year as defined in Article 3, Section 8, of this Agreement.

ARTICLE 10 INSURANCE

Section 1. Health Insurance: The Employer will offer a VEBA 823 group health insurance plan. All plan provisions are governed by the Benefit Booklet and not by the labor contract.

Effective the first of the month following the date of employment, the Employer shall pay eighty percent (80%) of the single monthly premium or eighty percent (80%) of the family monthly premium for the VEBA 823 plan. The employee shall pay the remaining twenty percent (20%) of the monthly premium for the coverage selected by the employee.

In addition, the Employer shall contribute to the VEBA account of each eligible employee, according to the following schedule:

Commencing Year	Single	Family
2020	\$1690	\$3250
2021	\$1690	\$3250
2022	\$1690	\$3250

The Employer's annual contribution to the VEBA accounts shall be made in four (4) equal quarterly installments, payable as of the beginning of each quarter of the calendar year to then-eligible employees. The Employer may advance quarterly payments in individual hardship cases, subject to the employee's obligation to repay the Employer in the event the employee is not employed long enough during the year to have been entitled to the quarterly payments which were advanced.

The Employer shall be obligated to make only one (1) VEBA account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution on behalf of the employee.

Section 2. Life Insurance: Effective the first of the month following the date of hire, the Employer shall provide employees with a group life insurance program in the amount of \$30,000.00, including accidental death and dismemberment clauses. In order to be eligible for the contribution, the employee must be qualified for and enrolled in the group plan. The Board will have the option of adding an additional paid-up life insurance plan at no additional cost to the employees.

Section 3. Dental Insurance: Effective the first of the month following the date of hire, the Employer shall provide employees with dental insurance coverage for the employee and, if the employee requests, the employee's eligible dependents, in accordance with the terms of a group dental insurance policy to be procured by the Employer.

Section 4. Eligible Employees: The parties agree that only permanent full-time employees shall be eligible for group insurance benefits as provided in this Article. "Full-time employees" shall mean an employee who works an average of thirty (30) hours per week. The average shall be computed once every six months based on the preceding six calendar months of service and, if the employee is thus found eligible, the employee's eligibility shall continue until the next six month computation.

Section 5. Claims Against the Employer: The parties agree that any description of insurance benefits contained in this Article is intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

Section 6. Duration of Insurance Contribution: An employee is eligible for Employer contributions as provided in this Article as long as the employee is employed by the County. Upon termination of employment, all Employer participation and contribution shall cease.

Section 7. Severance/Retirement:

Subd. A. Severance: The Employer will immediately adopt a policy providing for the implementation of a Post-Employment Health Care Savings Plan for qualifying employees covered by this agreement. Pursuant to that policy, to qualify for participation in the Post-Employment Health Care Savings Plan, an employee must (1) have acquired the majority of the employee's vested rights in PERA during employment with Lake County; and (2) have at least ten (10) years of service with Lake County.

Pursuant to the Post-Employment Health Care Savings Plan policy, a portion of the accumulated, unused sick leave balance of a separating, qualified employee shall be deposited into the employee's account as follows:

- For an employee with at least ten (10) through nineteen (19) years of

service with Lake County – fifteen percent (15%) of accumulated, unused sick leave; or

- For an employee with twenty (20) years or more of service with Lake County – thirty percent (30%) of accumulated, unused sick leave.

Subd. B. Retirement: For a qualifying employee who has ten (10) or more years of service with Lake County who retires at a time when the employee is eligible to immediately begin receiving PERA retirement benefits, the Employer shall, upon the employee's retirement, deposit in the employee's account the cash equivalent of an amount equal to the monthly premium for single coverage under the Lake County group medical insurance plan for up to twenty-four (24) months (thirty-six (36) months with twenty (20) years or more of service with Lake County) of premiums at the monthly premium rate in effect at the time of retirement.

For any months during the twenty-four (24) month period (thirty-six (36) month period for employees with twenty (20) years or more of service with Lake County) that the employee/retiree will be eligible for Medicare, the amount of the monthly premium shall be computed based on the premium at the time of retirement for single Medicare supplement coverage through the same carrier with which the employee had coverage during Lake County employment.

In no event shall the payment under this paragraph (b) exceed the amount of accumulated, unused sick leave remaining after the fifteen percent (15%) payment provided for in paragraph (a) (thirty percent (30%) payment for employees with twenty (20) years or more of service with Lake County).

Subd. C. Accumulated, Unused Vacation: In addition, prior to an employee's retirement, the Employer shall provide the employee with notice of accumulated, unused vacation. The employee may utilize the vacation in full prior to retirement, provided the employee gives the Employer reasonable advance notice of intent to retire. If the employee does qualify for the Post-Employment Health Care Savings Plan, the employee shall have the cash equivalent of the employee's accumulated, unused vacation deposited into the employee's account pursuant to the County's Post-Employment Health Care Savings Plan policy. If the employee does not qualify for the Post-Employment Health Care Savings Plan, the employee shall, upon retirement, be paid in full for all accumulated, unused vacation.

Subd. D. Valuation: Accumulated, unused sick leave shall be valued at an amount equal to the number of days, not to exceed one hundred seventy (170), of unused sick leave multiplied by the employee's daily base pay rate during the last payroll period prior to separation. Accumulated, unused vacation shall be valued at an amount equal to the number of days of unused vacation time multiplied by the employee's daily base pay rate during the last payroll period prior to separation.

Subd. E. Exempt Employees: In the event that an employee is legally qualified to be exempt from the Post-Employment Health Care Savings Plan and the employee's application for exemption is approved by the Plan Administrator, then in lieu of any of the above-referenced payments on behalf of the employee to a Post-Employment Health Care Savings Plan account, the employee shall receive a taxable cash severance payment calculated as follows:

- for an employee with at least ten (10) through nineteen (19) years of service with Lake County – fifteen percent (15%) of accumulated, unused sick leave; or
- for an employee with twenty (20) years or more of service with Lake County – thirty percent (30%) of accumulated, unused sick leave.

The employee shall also receive cash payment for any accumulated, unused vacation.

Subd. F. Policy: Adoption of the Post-Employment Health Care Savings Plan policy shall not be construed as a waiver of the Employer's position that Employer contributions to Post-Employment Health Care Savings Plans are not a mandatory topic of negotiations. The Employer may amend or repeal the policy at any time; provided, however, if the Union objects to the Employer's amendment or repeal, the Union shall be entitled, upon written notice to the Employer, to reinstate the terms of Article 10, Section 7 of the 2004-2005 collective bargaining agreement in lieu of the Post-Employment Health Care Savings Plan policy.

Section 8. Long Term Disability Insurance: The Employer will provide payroll deduction for the monthly premiums for a policy of group Long Term Disability Insurance for those employees who voluntarily elect to participate in the insurance. The Employer will charge a 2% administrative fee as an additional payroll deduction.

ARTICLE 11 LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Accrual and Accumulation: All regularly scheduled employees shall earn sick leave at the rate of one (1) day for each calendar month of service in which they are on payroll at least twelve (12) working days. Effective January 1, 1989, unused sick leave may accumulate to a maximum of 170 days. Permanent part-time employees (i.e. not temporary or emergency) shall accrue prorated sick leave pay each pay period based on the number of hours worked as compared to full-time. The pro-ration shall be based on the regular part-time employee's hours worked in relation to the basic work year as defined in Article 3, Section 8, of this Agreement.

Subd. 2. Medical Certificate: The Employer may, at its discretion, require evidence of personal illness, including a medical certificate from a physician.

Subd. 3. Bereavement: Permanent full time and part time employees shall be allowed to use up to four (4) days of accumulated sick leave time in case of death or critical illness in the immediate family. Critical illness shall be defined as an illness creating an urgent situation which subjects the person to the immediate risk of loss of life. Immediate family shall mean: spouse, brother, sister, child, parent, grandparents, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepparents, stepbrothers, stepsisters, stepchildren, grandchildren, niece, nephew, guardian, or ward. The particular amount of leave allowed under this subdivision shall be in the discretion of the Director depending upon the circumstances surrounding death or critical illness.

Subd. 4. Probation: Employees while on probation shall earn and be permitted to use sick leave.

Subd 5. Severance Pay: In the event an employee should die prior to retirement, but still be covered by the provisions of this Agreement, the employee's estate shall receive an amount equal to ten percent (10%) of the deceased employee's accumulated unused sick leave as a death benefit.

Subd. 6. Non-pay Status: Sick leave shall not accumulate to an employee while on a non-pay status, except to employees on military leave.

Subd. 7. An employee may use sick leave for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness or injury. "Child" means a biological, adopted, or foster child or stepchild of the employee who is under 18 years of age or an individual under age 20 who is still attending secondary school.

An employee may use available sick leave for absences due to an illness of or injury to the employee's spouse, adult child, grandchild, sibling, parent, mother-in-law, father-in-law, grandparent or stepparent for such reasonable periods as the employee's attendance may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness or injury. Use of sick leave under this paragraph may not exceed 160 hours in any 12-month period.

An employee may use available sick leave for safety leave for reasonable periods of time. "Safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. Safety leave may be used for assistance to the employee or to the relatives listed above. Use of sick leave under this paragraph may not exceed 160 hours in any 12-month period.

Section 2. Military Leave: Military leave shall be granted to an employee pursuant to Minn. Stat. Chap. 192 and other applicable laws.

Section 3. General Leaves:

Subd. 1. Subject to the discretion of the Employer, when the needs of the service permit, employees can request a leave of absence, without pay, for a period not to exceed ninety (90) days subject to renewal at the discretion of the Employer. As a condition for approving renewal of the leave, the Employer may specify that the Employer is not obligated to return the employee to work until the first available vacancy in the employee's classification after the expiration date of the extended leave.

Subd. 2. An employee shall be granted one (1) day of unpaid leave a year without reason, provided request is made at least five (5) calendar days in advance, except in the case of an emergency. In the event the employee requests such unpaid leave day without five (5) calendar days' notice, the burden is on the employee to show emergency. Except as otherwise approved by the Employer, not more than one (1) person may be absent under this subdivision on a given day. Leaves of absence will not be allowed unless approved by the appropriate department head, and absences taken without such approval in advance shall be unauthorized leave. In the case of an emergency, proof of the emergency is to be furnished by the employee immediately upon return to work.

Section 4. Medical Leave:

Subd. 1. Full time and part time employees who have completed probation and who are unable to perform because of illness or injury, and have exhausted all sick leave credit available, shall, upon request, be granted a medical leave of absence, without pay, up to three (3) months. The Employer, in its discretion, may renew such a leave and request for renewal shall be accompanied by a written doctor's statement. As a condition of approving renewal of the leave, the Employer may specify that the Employer is not obligated to return the employee to work until the first available vacancy in the employee's classification after the expiration date of the extended leave. Provided, however, the employee shall not be precluded from posting for an available vacancy in another classification for which the employee is qualified if the employee is able to return to work prior to a vacancy occurring in the employee's classification.

Subd. 2. Employee requests for extended medical leave, whether or not arising out of work-related disability, shall be accompanied by a doctor's certificate verifying the illness, disease or disability for which medical leave is requested, said certificate to be inclusive of the number of days of absence recommended by the physician. The employee shall not return to the job until certification by the examining physician is received, allowing the employee to accept work assignments within the employee's job classification as directed by the appropriate department head, and the Employer shall be

under no obligation to make or create any form of light work.

Section 5. Pregnancy and Parenting Leave: Subject to the provisions of this Section, up to twelve (12) weeks of unpaid leave shall be granted to a father or mother in conjunction with the birth or adoption of a child; or to a mother for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions. In order to be eligible for such leave, the employee must have worked for an average number of hours per week equal to one-half the full-time equivalent in the employee's job classification over the preceding twelve (12) months, must commence the parenting leave no more than twelve (12) months after the birth or adoption of the child (unless the child remains in the hospital longer than the mother), and must request the parenting leave in writing to the Employer at least four (4) weeks in advance of the commencement of the leave, or as soon as is practicable. Upon expiration of the parenting leave and return to work, the employee shall be assigned to the employee's former position, unless that position has been eliminated.

If during the leave the Employer experiences a layoff and the employee would have lost the employee's position, pursuant to the layoff and recall provisions of this Agreement, had the employee not been on leave, then the employee is not entitled to reinstatement in the former or comparable position and, in such circumstances, the employee shall retain all rights under the layoff and recall provisions of this Article, as if the employee had not taken the leave.

Employees may request that parenting leave be extended up to a maximum of six (6) months, which extension shall be optional at the sole discretion of the Employer. If reasonable to the needs of the County, arrangements may be made for an employee who requests, and is granted, an extension of parenting leave to return to the employee's position, or a like position at the end of the extended parental leave period.

Section 6. Workers' Compensation: If a regular employee receives a compensable injury incurred in the service of the Employer, and has accrued benefits under either sick leave or vacation, the Employer, upon request of the employee, shall pay the difference between the net compensation received by the employee and the employee's worker's compensation benefit, the same to be deducted from said accrued vacation or sick leave benefit. The Employer will provide for the payments described in this section during the period of disability. It is understood that the additional payments made to the employee over and above that paid by workers' compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits. Where an employee, entitled to workers' compensation benefits, receives an amount of money greater than the employee's scheduled salary because of payment of both sick leave and workers' compensation, the appropriate department head shall be furnished with a disclosure of benefits by the employee, and the County shall have the right to withhold excess payments from the next regularly scheduled payroll.

Section 7. Insurance Application: An employee on leave under Section 2, Section 3, Subd. 1, and Section 4 of this Article is eligible to continue to participate in group insurance programs if permitted under the insurance policy provisions, but shall pay the entire premium for such

programs as the employee wishes to retain, commencing with the beginning of the leave.

Section 8. Accrued Benefits: An employee on leave under Section 3, Subd. 1 and Section 4 of this Article shall retain such amounts of experience credit for pay purposes and other accrued benefits, if any, which the employee had accrued at the time of going on leave for use upon the employee's return. No additional experience credit for pay purposes or other benefits shall accrue for the period of time that an employee is on leave under this Section.

Section 9. Eligibility: Except as otherwise provided herein, it is understood and agreed by the parties that benefits provided in this Article are designed for full-time personnel and shall not apply to part-time personnel.

Section 10. FMLA Leave: Employees will be eligible for Family and Medical Leave Act leave in accordance with the Lake County Family and Medical Leave Act Policy as adopted by the Employer.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 1. Grievance Definition: A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement as to the interpretation or application of this Agreement.

Section 2. Election of Remedies: If a grievance procedure is provided by a system of civil service or other such body, the exclusive representative or employee(s) must elect either to process the grievance through this procedure or the civil service's or other such body's procedure, and in no event may a grievant use both procedures.

Section 3. Representative: The employee or employer may be represented during any step of the procedure by any person or agent designated by such party to act in their behalf.

Section 4. Definitions and Interpretations:

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by state law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is mailed by certified mail or is personally serviced within the time period.

Section 5. Time Limitation and Waiver: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the employee's immediate supervisor with a copy to the Director, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date the event giving rise to the grievance occurred. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the employee's immediate supervisor.

Section 6. Adjustment of Grievance: The Employer and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the County in the following manner:

Subd. 1. Level I: If the grievance is not resolved through informal discussion, the immediate supervisor shall give a written decision on the grievance to the parties involved within ten (10) days after receipt of the written grievance.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision may be appealed to the Director, provided such appeal is made in writing within ten (10) days after receipt of the decision in Level I. If a grievance is properly appealed to Level II, the Director or designee shall set a time to meet regarding the grievance within ten (10) days after receipt of the appeal. Within ten days after the meeting, the Director or designee shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance in Level II is not resolved, the decision may be appealed to the Lake County Board of Commissioners and request made for review of the Level II decision. The written notice of appeal to Level III must be received by the Board of Commissioners within ten (10) days after the Director's Level II response. In the event the Employer chooses to review a grievance under this section, the Employer reserves the right to affirm, reverse, or modify such decision. Before rendering a decision, the Employer may designate a committee or representative(s) to hear the appeal at this level, and report its findings and recommendations to the Employer. In the event the Board chooses to review a grievance, the appeal of the Level II decision shall be heard by the County Board within thirty (30) days after notice of the Level III appeal. In the event the Lake County Board of Commissioners declines to hear the grievance, the grievant may appeal the grievance to arbitration pursuant to Section 8 of this procedure.

Subd. 4. Mediation: In the event the grievance is not resolved in Level III, the Employer and the Union may mutually agree to submit the grievance to the Bureau of Mediation

Services for non-binding mediation.

Section 7. Denial of Grievance: Failure by the Employer or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

Section 8. Arbitration Procedures: In the event that the employee and the Employer are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the office of the Director within ten (10) days following the decision in Level III, within ten (10) days after the notice that the Lake County Board of Commissioners has declined to hear the grievance in Level III, or within ten (10) days after the completion of mediation, whichever is later.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to furnish a list of prospective arbitrators, providing such request is made within twenty (20) days after the request for arbitration. From this list, each party shall, in turn, strike one (1) name until one (1) name remains, the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first and shall advise the other party of its first strike within twenty (20) days after receipt of the arbitration list. Failure to request an arbitration list or to initiate the striking process within the time periods provided herein shall constitute a waiver of the grievance.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing de novo.

Subd. 5. Decision: Decisions in cases properly before the arbitrator shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by the P.E.L.R.A.

Subd. 6. Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other

expenses which the party incurs in connection with presenting its case in arbitration. A transcript or recording shall be made of the hearing at the request of either party. The parties shall share equally the costs of transcribing or recording of the proceedings if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration. However, the party ordering a copy of the transcript shall pay for such copy. The losing party shall pay the arbitrator's fees and expenses in full. If the arbitrator determines that neither party is the losing party, then the arbitrator's fees and expenses shall be split equally between the parties.

Subd. 7. Jurisdiction: The arbitrator shall only have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator and only pursuant to the terms of this procedure, the terms of this contract and the provisions of P.E.L.R.A. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement. The arbitrator shall submit in writing the decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement of the facts of the grievance presented.

ARTICLE 13 MISCELLANEOUS

Section 1. Meals and Lodging Allowance:

Subd. 1. An employee out of town on approved Department business shall be reimbursed for actual meal expenses in accordance with the County travel policy.

Subd. 2. An employee in the field on official Department business requiring lodging away from home and approved by the employee's supervisor will be reimbursed for lodging in the reasonable amount spent. Available receipts must be attached to monthly claim forms.

Subd. 3. Employees attending special events on behalf of the Human Services Department may be reimbursed in excess of amounts in Subdivision 1 upon approval of the Lake County Board of Commissioners.

Section 2. Mileage Reimbursement: An allowance shall be paid in accordance with County policy to employees for authorized use of personal cars in connection with County business.

Section 3. Auto and Auto Insurance: Affected personnel must have an automobile to carry out their work assignments as a condition of employment. Each such employee who uses an automobile as a part of their employment shall carry, at their own expense, liability insurance for personal injury and property damage. The employee shall be responsible to provide the

Employer with proof of automobile liability insurance as required by the Lake County Vehicle Use Policy.

Section 4. Evaluation Form: If the Director shall develop an evaluation form for evaluating personnel, the Union shall be afforded the opportunity to meet and confer on such form.

Section 5. Jury Duty: Leave of absence for jury duty will be granted by the Employer for jury duty service. The employee, under such circumstances, shall receive his/her regular rate of pay, but is to reimburse to the Employer such pay as he/she receives for serving on jury duty. Employees who are excused for an entire day or part thereof, shall promptly report for duty after being excused by the Court. The employee is obligated prior to receiving pay to make payment to the Auditor's Office of Lake County, in those cases where Court obligations occur in Lake County, the amount of jury fees from the courts, said payment to be exclusive of the juror's traveling and meal allowances. If Court obligations arise outside the County, the employee shall be personally responsible to reimburse the Employer for the pay received, exclusive of traveling and meal allowances.

Section 6. Job Sharing: Employees may enter into a job sharing agreement, in a standardized form approved by the County Board, upon mutual agreement between the job share participants and the Employer. Group health and dental insurance (Article 10, Section 1 and Section 3) shall be apportioned between the participants with either (a) one employee receiving all of the benefit and the other none; or (b) the two employees splitting the benefit equally.

ARTICLE 14 SENIORITY, LAYOFF, RECALL

Section 1. Seniority: Seniority shall be defined as the length of continuous paid service in straight time hours with the Lake County Health and Human Services Department. Upon completion of the probationary period or an extension thereof, an employee shall be granted seniority rights retroactive to the date of original hire.

Section 2. Probation Period:

(a) All newly hired and rehired employees shall serve a probationary period of 975 hours of continuous service. The probationary period may be extended by the Employer for up to an additional 975 hours upon written notice to the employee and the Union no less than 15 calendar days prior to expiration of the initial 975 hour probationary period. During the initial probationary period or an extension thereof for a newly hired or rehired employee, the Employer shall have the unqualified right, in its exclusive discretion, to suspend probationary employees at any time and to determine at any time during the probationary period or an extension thereof that the employee shall not be retained as an employee. During the probationary period or an extension thereof, the employee shall have no recourse to the grievance procedure for such disciplinary actions or extension of probation period. The Employer may waive the probationary period for rehired

employees if the employee is rehired into the classification in which the employee last served within two (2) years.

(b) An employee transferred, promoted or filling a vacancy in a different classification (whether coming from this bargaining unit or another bargaining unit) shall serve a trial period of up to three (3) months of continuous paid service in the new classification. If it is determined by the Employer prior to the expiration of this three (3) months of continuous paid service that the employee's performance in the new classification is unsatisfactory, the Employer shall have the right to reassign the employee to the Employer's former classification and the employee shall not have recourse to the grievance procedure. During the first month of the trial period an employee coming into the classification from this bargaining unit (but not an employee from another bargaining unit) may elect to voluntarily return to the employee's former classification.

Section 3. Layoff: When it becomes necessary through lack of work or funds or for other causes for which an employee is not at fault to reduce the number of employees within this bargaining unit, the following procedure shall apply:

The Board shall designate the job title in which layoff shall occur. All temporary, contract, and emergency employees in the job title shall be laid off before permanent employees. The least senior employee in such job title shall be the first laid off. When an employee is laid off in such job title, the employee shall be permitted to exercise seniority rights to bump – replace an employee with less seniority in another job classification of equal or lower pay providing the bumping employee has greater seniority and qualifies for the position. The employee must indicate the employee's bumping intention (where the employee intends to bump) within 72 hours after receiving notice of layoff. Any employee deemed to be unqualified for a position may appeal the Director's decision to the Lake County Board of Commissioners, whose decision shall be final. Employees exercising their bumping rights under this Article shall be placed on the closest step to their previous rate of pay in their new classification, as shown on the applicable Schedule. During any layoff, no temporary, contract, intern, CETA, or original probationary employee shall be employed while any permanent qualified employee under this bargaining unit is laid off.

The employee and the Union shall be notified at least fifteen (15) working days in advance of any contemplated layoff. Notices shall be in writing and sent by Certified Mail. Where unforeseen circumstances prevent fifteen (15) working days advance notice, the employee and the Union will receive whatever lesser number of days of advance notice is reasonably practicable.

Section 4. Recall: When it becomes necessary to recall employees from layoff, employees shall be recalled in reverse order of layoff; provided, however, that the employee is qualified for the position available.

Section 5. Loss of Recall Rights: Upon recall, if an employee refuses to accept an appointment offered to the employee, the Director may remove the employee's name from the re-employment list. An employee refusing to accept an appointment for a position in a lower class than the one from which the employee was originally laid off shall have the employee's name removed from the re-employment list and shall be deemed separated from employment.

Section 6. End of Recall Rights: Recall rights shall cease two (2) years after an employee is laid off and thereupon such employee shall be deemed separated from employment.

Section 7. Loss of Seniority: An employee who resigns, is terminated by the Employer, fails to accept recall or whose recall rights expire pursuant to Art. 14, Sec. 6, shall lose all seniority. Employees who promote to a position outside the bargaining unit shall retain their accrued seniority but not accrue additional seniority while working outside the bargaining unit. An employee's anniversary date shall be adjusted to reflect that no credit for purposes of longevity, seniority or benefits shall accrue during a period of unpaid leave except as required by law.

ARTICLE 15 NON-DISCRIMINATION

The parties agree that neither shall discriminate against an employee because of race, color, creed, religion, national origin, sex, age, marital status, familial status, disability, status with regard to public assistance, membership or activity in a local commission, sexual orientation, genetic information, or any other protected classification.

ARTICLE 16 DISCIPLINE

Section 1. Just Cause: The Employer shall discipline employee for just cause only. Discipline will be in one or more of the following forms:

Oral Reprimand
Suspension
Discharge

Written Reprimand
Demotion

The appropriate level of discipline will be determined based on the facts of each case, and the Employer will abide by principles of progressive discipline.

Section 2. Suspensions, demotions, and discharges will be in written form.

Section 3. Written notices of oral warnings, written reprimands, notices of suspension, and notices of discharge which are to become a part of an employee's personnel file shall be read and acknowledged by signature of the employee. If the Employee refuses to sign the Employer shall so note on the discipline document. Employees and the Union shall receive a copy of such reprimands and/or notices.

Section 4. Personnel Files: Employees may examine their own personnel files at reasonable times under the direct supervision of the Employer.

Section 5. When the Employer determines to discharge an employee, the effective date of the discharge will be preceded by a five (5) calendar day suspension without pay.

Section 6. An employee will not be questioned concerning an investigation of possible disciplinary action against the employee unless the employee has been given an opportunity to have a Union representative present at such questioning.

Section 7. Grievances: Grievances relating to this Article shall be initiated by the Union in Level II of the grievance procedure under Article 12.

Section 8. Records of oral reprimands and written reprimands shall be removed from the employee's personnel file after three (3) years if no further disciplinary actions have been taken during that time period.

ARTICLE 17 DRUG AND ALCOHOL TESTING

Employees in this bargaining unit shall be subject to the Lake County Drug and Alcohol Testing Policy.

ARTICLE 18 DURATION

Section 1. Term and Reopening Negotiations: This Agreement shall remain in full force and effect for a period commencing January 1, 2020, through December 31, 2022, and thereafter until modifications are made pursuant to the P.E.L.R.A. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no later than November 1, 2022.

Section 2. Effect: This Agreement constitutes the full and complete Agreement between the Employer and the Union representing the employees of the County as described in the appropriate unit in Article 3 of this Agreement. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, Employer policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality: Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for negotiations during the terms of this Agreement, except by mutual agreement of the parties.

Section 4. Severability: The provisions of this Agreement shall be severable, and if any

provisions thereof or the application of any such provision under any circumstances is held invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

**LAKE COUNTY BOARD OF
COMMISSIONERS**


Chair
Date: January 28, 2020

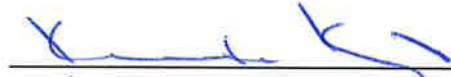
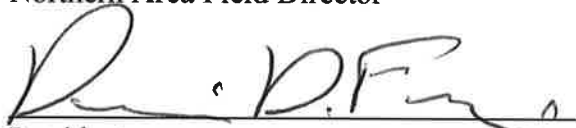
Clerk of County Board


Jessica L. Durbin, Labor Negotiator*

Date: 2/3/2020

*Not a party to this Agreement.

AFSCME COUNCIL 5


Northern Area Field Director

President AFSCME Local 66


Business Representative

Date: 1/16/20

SCHEDULE A

2020 SALARY SCHEDULE - 3% increase

DBM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6*	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
A12	\$14.31	\$14.81	\$15.31	\$15.81	\$16.31	\$16.81	\$17.31	\$17.81	\$18.31	\$18.81	\$19.31
B21	\$17.11	\$17.71	\$18.31	\$18.91	\$19.51	\$20.10	\$20.70	\$21.30	\$21.90	\$22.50	\$23.10
B22	\$18.51	\$19.16	\$19.81	\$20.45	\$21.10	\$21.75	\$22.40	\$23.04	\$23.69	\$24.34	\$24.99
C41	\$25.52	\$26.41	\$27.30	\$28.19	\$29.09	\$29.98	\$30.87	\$31.77	\$32.66	\$33.55	\$34.45
C42	\$26.92	\$27.86	\$28.80	\$29.74	\$30.68	\$31.63	\$32.57	\$33.51	\$34.45	\$35.39	\$36.34

* Once reach Step 6, increments of two years

Wages are calculated within a one cent error margin.

DBM	Classification
A12	Human Services Assistant
B21	Administrative Assistant
B21	Human Services Technician
B21	Information Technology Technician
B22	Accounting Technician

DBM	Classification
B22	Human Services Specialist
B22	Administrative Technician
C41	Environmental Health Specialist
C41	Human Services Professional
C41	Public Health Nurse
C42	Mental Health Worker

SCHEDULE A

SCHEDULE B

SCHEDULE B

2021 SALARY SCHEDULE - 2% increase

DBM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6*	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
A12	\$14.59	\$15.10	\$15.61	\$16.13	\$16.64	\$17.15	\$17.66	\$18.17	\$18.68	\$19.19	\$19.70
B21	\$17.45	\$18.06	\$18.67	\$19.28	\$19.90	\$20.51	\$21.12	\$21.73	\$22.34	\$22.95	\$23.56
B22	\$18.88	\$19.54	\$20.20	\$20.86	\$21.52	\$22.18	\$22.84	\$23.51	\$24.17	\$24.83	\$25.49
C41	\$26.03	\$26.94	\$27.85	\$28.76	\$29.67	\$30.58	\$31.49	\$32.40	\$33.31	\$34.22	\$35.14
C42	\$27.45	\$28.41	\$29.38	\$30.34	\$31.30	\$32.26	\$33.22	\$34.18	\$35.14	\$36.10	\$37.06

* Once reach Step 6, increments of two years

Wages are calculated within a one cent error margin.

DBM	Classification
A12	Human Services Assistant
B21	Administrative Assistant
B21	Human Services Technician
B21	Information Technology Technician
B22	Accounting Technician

DBM	Classification
B22	Human Services Specialist
B22	Administrative Technician
C41	Environmental Health Specialist
C41	Human Services Professional
C41	Public Health Nurse
C42	Mental Health Worker

SCHEDULE C

2022 SALARY SCHEDULE - 2% increase

DBM	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6*	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
A12	\$14.88	\$15.41	\$15.93	\$16.45	\$16.97	\$17.49	\$18.01	\$18.53	\$19.05	\$19.57	\$20.09
B21	\$17.80	\$18.42	\$19.05	\$19.67	\$20.29	\$20.92	\$21.54	\$22.16	\$22.79	\$23.41	\$24.03
B22	\$19.26	\$19.93	\$20.61	\$21.28	\$21.95	\$22.63	\$23.30	\$23.98	\$24.65	\$25.32	\$26.00
C41	\$26.55	\$27.48	\$28.40	\$29.33	\$30.26	\$31.19	\$32.12	\$33.05	\$33.98	\$34.91	\$35.84
C42	\$28.00	\$28.98	\$29.96	\$30.94	\$31.92	\$32.90	\$33.88	\$34.86	\$35.84	\$36.82	\$37.80

* Once reach Step 6, increments of two years

Wages are calculated within a one cent error margin.

DBM	Classification
A12	Human Services Assistant
B21	Administrative Assistant
B21	Human Services Technician
B21	Information Technology Technician
B22	Accounting Technician

DBM	Classification
B22	Human Services Specialist
B22	Administrative Technician
C41	Environmental Health Specialist
C41	Human Services Professional
C41	Public Health Nurse
C42	Mental Health Worker

SCHEDULE C

MEMORANDUM OF UNDERSTANDING

The County of Lake ("County") and the American Federation of State, County, and Municipal Employees, Local 66 ("Union") enter into the following Memorandum of Understanding:

RECITALS

WHEREAS, the County and the Union are parties to a 2017-2019 collective bargaining agreement ("Agreement"); and

WHEREAS, the County and the Union, by this Memorandum of Understanding, wish to memorialize their negotiated agreement regarding 2017 compensation for certain employees and the promotion language in the Agreement; and

WHEREAS, this Memorandum of Understanding constitutes a reopener of the Agreement for the sole and exclusive purpose of effecting the changes enumerated herein and for no other purpose;

NOW, THEREFORE, the County and the Union agree to the following:

1. For any employee in the bargaining unit whose placement on the salary schedule in 2017 did not result in at least a 1% increase, the County will pay the difference between the placement and a 1% increase in a lump sum payment.
2. The language in Article 7, Section 5 of the Agreement shall read as follows:

Section 5. Promotions: When an employee is promoted, (i.e. obtains a permanent appointment to a higher pay classification), the employee will be paid at the negotiated rate for that higher classification. A promotion shall result, at a minimum, in placement at the closest, next highest step. The Employer shall provide written notice of all promotions to the Union.
3. The changes enumerated in Paragraph 2 above shall be incorporated into the body of the collective bargaining agreement as of the next contract renewal.

County of Lake, Minnesota

American Federation of State, County,
and Municipal Employees, Local 66

By: 
Its: Chairperson

By: 
Its: Field Director

By: 
Its: Clerk of County Board

By: _____
Its: _____

W:\19563\106\MOU.docx

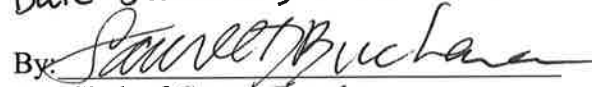
MEMORANDUM OF UNDERSTANDING

Upon the ratification of the 2020-2022 Agreement, the Employer will contribute to each eligible, participating employee's VEBA account the amount of \$100 for single coverage and \$200 for family coverage. (Total contribution for 2020 - \$1,790 for single, and \$3,450 for family.) This additional payment shall be in effect for 2020 only.

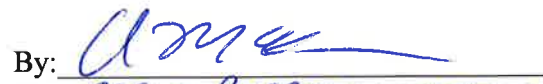
County of Lake, Minnesota

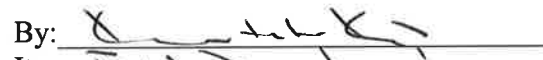
By: 
Its: Chairperson

Date: January 28, 2020

By: 
Its: Clerk of County Board

**American Federation of State, County,
and Municipal Employees, Local 66**

By: 
Its: FIELD REPRESENTATIVE

By: 
Its: Field Representative