

AGREEMENT

between

THE COUNTY OF SCOTT

and

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
COUNCIL NO. 5, LOCAL 2440

TERM: January 1, 2020 - December 31, 2022

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# **MEMORANDUM OF AGREEMENT**

**between**

**THE COUNTY OF SCOTT**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, COUNCIL NO. 5, LOCAL 2440**

**TERM: 2020-2022**

## **ARTICLE 1 PURPOSE OF AGREEMENT**

### Section 1.

This Memorandum of Agreement, hereinafter referred to as the AGREEMENT, is entered into between the COUNTY OF SCOTT, hereinafter called the EMPLOYER, and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL NO. 5, LOCAL 2440, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- A. Express in written form the complete agreement between the parties on hours, wages and other conditions of employment and to specify the duration of this AGREEMENT;
- B. Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this AGREEMENT;
- C. Specify the full and complete understanding of the parties;
- D. Maintain and promote greater individual productivity and quality of services; and
- E. Ensure against any interruptions of work and interference with the efficient and effective rendering of service to the public.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication. This AGREEMENT is not intended to modify any of the authority vested in the County of Scott by the Statutes of the State of Minnesota.



## **ARTICLE 2**

### **RECOGNITION**

#### **Section 1.**

The EMPLOYER recognizes the UNION as the exclusive representative of a unit of Scott County employees composed of:

- A. All employees of Scott County who are not excluded from the definition of “public employee” as defined in Minn. Stat. § 179A.03, subd. 14, and further excluding the following:
- 1) All essential employees
  - 2) All confidential employees
  - 3) All supervisory employees
  - 4) All court reporters
  - 5) All maintenance employees of the Highway Department, and
  - 6) All employees of the Sheriff’s Office, Communication Division.

#### **Section 2.**

The UNION recognizes the Labor Relations Representative designated by the Scott County Board as the exclusive representative of the EMPLOYER and shall negotiate exclusively with such representative except as may be otherwise specifically provided in this AGREEMENT. No agreement covering terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the witnessed signature of the EMPLOYER’s designated Labor Relations Representative is affixed thereon.

#### **Section 3.**

The EMPLOYER, in accordance with the provisions of Minn. Stat. § 179A.07, subd. 4, agrees not to negotiate any agreements covering terms and conditions of employment except through the certified representative.

## **ARTICLE 3**

### **DEFINITIONS**

#### **Section 1.**

The following terms used in this AGREEMENT shall be defined as follows:

**BASE PAY RATE:** The employee’s basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity or any other special allowances. Salary rates for classified positions shall be computed on an annual base, rounded to the nearest whole dollar. The monthly rate equivalent shall be computed by dividing the annual base by twelve (12), and rounding to the nearest whole cent. The equivalent bi-weekly rate shall be computed by dividing the annual base by twenty-six (26), and rounding to the nearest whole cent. The hourly rate equivalent shall be computed by dividing the annual base by 2080 and carried to four decimal places.

**CONTINUOUS SERVICES:** Unbroken compensated hours of classified service from the last date of hire, including any paid leave of absence, any unpaid leave of absence of forty (40) hours or less, medical leave of absence without pay and any other status in which provisions of this AGREEMENT provide for an approved “break in” service from which return does not constitute a “new date of hire.”



DAYS: Unless otherwise indicated, means working days (Monday through Friday, exclusive of holidays).

DEMOTION: The involuntary movement of an employee in the classified service to a position having a lower salary grade.

EMERGENCY: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the County of Scott.

EMPLOYEE: A member of the exclusively recognized bargaining unit as defined in ARTICLE 2, Section 1, herein.

EMPLOYER: The Scott County Board of Commissioners and its designated representatives.

FULL MONTH OF SERVICE: An average of 173.33 compensated hours.

LATERAL MOVE: The movement of an employee to another classification within the same grade.

LAYOFF: Separation from service with the EMPLOYER, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.

LEAVE OF ABSENCE: An approved absence from work duty during a scheduled work period with or without compensation.

PERMANENT EMPLOYEE: A member of the exclusively recognized bargaining unit as defined in ARTICLE 2, Section 1, herein, who has completed the required probationary period for newly hired or rehired employees whose monthly salary and appointment to a continuing position has been officially confirmed and approved by the Scott County Board.

PROBATIONARY PERIOD: The first twelve (12) months of service of newly hired or rehired employees and the first six (6) months of service following a promotion, transfer, demotion, voluntary reduction, or lateral move.

PROMOTION: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.

PYRAMIDING: The payment of more than one form of compensation for the same hour of work.

SENIORITY: Length of compensated continuous service with EMPLOYER from last date of hire.

TRANSFER: The movement of an employee to a position in the same classification in a different organizational unit.

UNION: Local 2440, Council #5, American Federation of State, County and Municipal Employees.

UNION MEMBER: A member of Local 2440, Council #5, American Federation of State, County and Municipal Employees.

VOLUNTARY REDUCTION: The voluntary movement of an employee in the classified service to a position having a lower salary grade.

## **ARTICLE 4**

### **UNION SECURITY**

Section 1. In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- A. Deduct each month an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction in a form agreed upon by the EMPLOYER and UNION; and
- B. Remit monthly such deductions to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made; and
- C. The UNION shall certify to the EMPLOYER, in writing, the current amounts of regular dues to be withheld.

Section 2.

The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

Section 3.

The UNION may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the EMPLOYER, in writing, of such choice and the designation of successors to former stewards. The UNION shall also certify to the EMPLOYER a complete and current list of its officers and representative(s).

Section 4.

The EMPLOYER agrees to recognize stewards certified by the UNION as provided in this Section, subject to the following stipulations:

- A. There shall be no more than twelve (12) stewards designated at any one time.
- B. Stewards and other employee UNION officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER. No more than one (1) steward shall be on paid time to investigate or present a grievance.

- C. In addition to other UNION business permitted pursuant to this Section, four (4) employee-representatives selected by the UNION may be given permission to leave a work station for UNION business to participate in meetings with the EMPLOYER for the negotiation of annual or multi-year labor agreements. Permission to participate in this activity on a paid basis shall be limited to sessions held prior to the commencement of mediation requested by either party.

#### Section 5.

Non-employee representatives of the UNION, previously certified to the EMPLOYER as provided herein, shall be permitted to come on the premises of the EMPLOYER for the purpose of investigating and discussing grievances if they first notify and receive approval from the EMPLOYER's designated representative and provided the UNION representative does not interfere with the work of employees. The UNION agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on the EMPLOYER's time. The UNION shall not use the EMPLOYER's premises or facilities for UNION business without prior approval of the EMPLOYER.

#### Section 6.

The EMPLOYER agrees to allow the UNION to use designated bulletin boards and the EMPLOYER'S electronic communication systems for the posting and distribution of UNION-related correspondence between the UNION's Executive Board and the UNION membership. It is agreed that notices of a political or inflammatory nature or items which reflect negatively on the Union, employees, or County shall not be posted. It is further agreed that County time shall not be used for drafting, disseminating, and maintaining UNION-related correspondence.

### **ARTICLE 5** **EMPLOYER AUTHORITY**

#### Section 1.

It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary for it to operate and direct the affairs of the County in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the County; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote or relieve employees due to lack of work, misconduct, incompetence, or other legitimate reasons; to demote, suspend, discipline, or discharge for just cause; to make and enforce rules and regulations which are not in conflict with this AGREEMENT; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the EMPLOYER shall retain the authority and prerogatives to:

- A. Operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including the Scott County Personnel System Rules, except as expressly provided in this AGREEMENT, and to establish such work rules as do not conflict with the provisions contained in this AGREEMENT.
- B. Maintain the efficiency of the government operations; and



- C. Take whatever actions may be necessary to carry out the missions of the County in emergencies.

## **ARTICLE 6**

### **SENIORITY**

#### **Section 1.**

The EMPLOYER shall establish seniority lists as of the effective date of this AGREEMENT structured by each work classification to include and rank, in order of highest to lowest seniority, all permanent employees in the bargaining unit which shall:

- A. Be based upon the total length of compensated continuous employment from the last date of hire, or other criteria if mutually agreed upon by the parties for certain instances where the exact length of continuous employment cannot be determined; and
- B. Be updated annually and posted on the Scott County Intranet.
- C. Provide that when an employee, upon the recommendation of the Department Head and approval of the County Board of Commissioners takes a leave of absence from employment and returns to active employment, having fulfilled all terms and conditions of the leave of absence as established by the EMPLOYER, such employees shall be entitled to credit for all seniority accrued as of the time the leave commenced.
- D. As of January 1, 1994, no employee classification seniority dates shall be changed due to a title change and/or change in pay range status. An employee who has a title change or change in pay range status will not be considered having been promoted or transferred.

#### **Section 2.**

When the EMPLOYER determines all other qualification factors are equal, seniority shall determine the order of promotions and transfers.

#### **Section 3.**

The provisions of Recruitment, Selection, and Hiring of the Scott County Policies shall govern recruitment, selection and appointment to positions in the County service.

#### **Section 4.**

Organizational units for the purposes of this ARTICLE shall be defined as Administration, Attorney's Office, Community Services, Health and Human Services, Office of Management and Budget, Planning and Resource Management, Sheriff's Office, and Transportation Services.

#### **Section 5.**

The EMPLOYER, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off by classification in the following order:

- A. Temporary employees in the classification;
- B. Probationary employees; and

- C. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority in the classification and their ability to perform the remaining work available without more than twenty (20) working days of further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without more than twenty (20) working days of further training, the employee(s) with the least seniority will be laid off first.
- D. When two (2) or more employees have the same classification seniority hours, seniority shall be determined by total length of continuous service within the County since the employee's last date of hire. Should ties in seniority remain, the employee whose social security number is higher, based on the last four (4) digits, shall be said to have the greater seniority. For the purpose of this ARTICLE, "continuous service" shall be defined in accordance with the definition as set forth in ARTICLE 3.

#### Section 6.

Any employee that intends to exercise bumping rights pursuant to this ARTICLE shall request transfer to the position held by the least senior employee within their class within five (5) days following receipt of Notice of Layoff. Such notice shall be in writing, submitted to Scott County Employee Relations. Within five (5) days, thereafter, the head of the department to which transfer is requested shall approve or reject the requested transfer. If the employee is otherwise eligible for the transfer, rejection must be based on a determination that the transferee cannot meet the requirement to perform the duties of the position with not more than twenty (20) working days of training in a manner relatively equal to the performance of the employee being replaced. A rejection shall not be effective unless approved by Scott County Employee Relations. If a bumping rights transfer is approved, the employee exercising the right shall be in probationary status as to the new position for ninety (90) days.

#### Section 7.

Seniority shall be computed on the basis of total compensated continuous hours in the classification. Employees shall be permitted to exercise seniority rights to any classification previously held (if they can perform the available work without more than twenty (20) working days of additional training or re-training).

#### Section 8.

Employees who are laid off shall be placed on a recall list, for all classifications held since their most recent hire date as a permanent employee, for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be eligible for recall, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled. An employee recalled to a position other than the one from which their layoff occurred shall be on a probationary status for ninety (90) days.

#### Section 9.

If an employee is recalled to a position in a lower rated job classification, that employee shall have the right to return to the job classification the employee held prior to being laid off in the event it subsequently becomes available. The EMPLOYER shall not hire new employees in the bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to a previously held job classification.

Section 10.

The Department Manager shall give written twenty (20) day notice to the employee(s) affected by any proposed layoff, except such notice need not be given to temporary employees.

Section 11.

Employees who are eligible for recall shall be given ten (10) calendar days notice of recall, and notice of recall shall be sent to the employee by Certified or Registered Mail, with a copy to the UNION, provided that the employee must notify the Department Manager of the employee's intention to return within three (3) days after receiving notice of recall. The EMPLOYER shall be deemed to have fulfilled its obligation by mailing the recall notice by Certified or Registered Mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the EMPLOYER with the employee's latest mailing address.

Section 12.

For purposes of computing and determining eligibility for fringe benefits and seniority, a layoff shall not be considered a break in service, but rather will be handled like a personal leave of absence without pay, if the employee returns to work under the recall list provisions.

Section 13.

Failure to return to work within ten (10) days following notice of recall or continuous layoff status of eighteen (18) months shall constitute removal from the recall list.

Section 14.

It is specifically agreed that any decision by the EMPLOYER made pursuant to the provisions of Section 5 through Section 8 of this ARTICLE which denies bumping rights to a senior employee or which removes a person from a position acquired through bumping rights because they do not successfully complete the probationary period, shall be grievable.

Section 15.

Time spent by a temporary employee shall not be included or considered in determining seniority. Seniority for such employees shall commence on the date that the person is appointed to classified service.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

Section 1.

A grievance shall be defined as a dispute or disagreement raised by an employee or UNION against the EMPLOYER involving the interpretation or application of the specific expressed provisions of this AGREEMENT.

Section 2.

It is specifically understood that any matters governed by statutory provisions or County Personnel Policies, except as expressly provided in this AGREEMENT, shall not be considered grievances under this AGREEMENT and will not be subject to the grievance procedure herein set forth. All disciplinary or discharge actions shall be subject to the grievance procedure, except any such action taken by the EMPLOYER during the probationary period of a newly hired or rehired employee. The filing of a grievance and/or seeking of remedy within or outside of the provisions of this AGREEMENT shall serve as a bar from seeking resolution and/or remedy through any other means.



Section 3.

GRIEVANCE PROCEDURE: Grievances as herein defined, shall be processed in the following manner:

- Step 1.        INFORMAL - An employee claiming a violation concerning the interpretation or application of the express provisions of this AGREEMENT shall, within ten (10) working days after the first occurrence of the event giving rise to the grievance (or within ten (10) working days after the employee should reasonably have known of the occurrence, if later), present such grievance with or without the steward to the employee's supervisor who is designated for this purpose by the EMPLOYER. The supervisor's oral or written answer shall be given within ten (10) days after such presentation.
- Step 2.        FORMAL - If the grievance is not settled in Step 1 and the employee and UNION wish to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred, in writing, to the Department Manager/Director or designated representative within ten (10) days after the designated supervisor's answer in Step 1 and shall be signed by both the employee and the UNION steward. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The Department Manager/Director or designated representative, shall discuss the grievance within ten (10) days with the employee and UNION steward/representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Department Manager/Director or designated representative, and the UNION. If no settlement is reached the Department Manager/Director or designated representative shall give written answer to the employee and the UNION within ten (10) days following their meeting.
- Step 3.        APPEAL - If the grievance is not settled in Step 2 and the employee and the UNION desire to appeal, it shall be referred by the employee and UNION steward, in writing, as specified in Step 2, to the County Administrator, or designated representative within ten (10) days after the Department Manager/Director or designated representative's answer in Step 2. A meeting between the County Administrator or designated representative, the employee and the UNION steward/representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the County Administrator, or designated representative, and the employee and the UNION. If no settlement is reached, the County Administrator or designated representative shall give the EMPLOYER's written answer to the employee and UNION within ten (10) days following the meeting.
- Step 3A.        MEDIATION - If the EMPLOYER and the UNION mutually agree, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation within ten (10) days following the Step 3 EMPLOYER response. If the grievance is submitted to mediation

and is resolved, the settlement shall be reduced to writing and signed by both the EMPLOYER and the UNION. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) days of the date of the mediation meeting.

Step 4.

ARBITRATION - If the grievance is not settled in accordance with the foregoing procedure, the employee and UNION may refer the grievance to arbitration within ten (10) days after receipt of the EMPLOYER's written answer in Step 3, as provided in Minnesota Statutes. The UNION shall forward a copy of the notice to the EMPLOYER within ten (10) days. The parties shall attempt to agree upon an arbitrator within ten (10) days after receipt of notice of referral, and in the event that the parties are unable to agree upon an arbitrator within said ten (10) day period, either party may request the Bureau of Mediation Services to submit a panel of seven (7) arbitrators. Both the EMPLOYER and the UNION shall have the right to alternately strike three (3) names from the panel. The party requesting arbitration shall strike the first three (3) names from the panel. The other party shall then strike three (3) names and the remaining name shall be the arbitrator. The arbitrator shall be notified of selection by a joint letter from the EMPLOYER and the UNION requesting that the arbitrator set a time and place, subject to the availability of the EMPLOYER and the UNION representatives. The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided, if a grievance is clearly decided in favor of the UNION or the EMPLOYER, then the losing party shall be responsible for all of the arbitrator's fees and expenses; and, provided that each party shall be responsible for compensating its own representative and witnesses. The arbitrator shall not have the 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(s) submitted to the arbitrator in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator shall submit the decision, in writing, within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to an extension thereof. The decision shall be based solely upon the express terms of this AGREEMENT and on the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The parties may, by mutual written agreement, agree to submit more than one grievance to an arbitrator, provided that each grievance will be considered as a separate issue and each on its own merits.

Section 4.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last



answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the employee and the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by mutual written agreement of the EMPLOYER and UNION representatives involved in each step. The term "working days" as used in this ARTICLE, shall mean the days Monday through Friday inclusive (exclusive of holidays).

#### Section 5.

If, as a result of the written EMPLOYER's response in Step 3 the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this ARTICLE or to another procedure such as Veterans Preference or fair employment. If appealed to any procedure other than Step 4 of this ARTICLE, the grievance shall not be subject to the arbitration procedure provided in Step 4 of this ARTICLE. The aggrieved employee shall indicate in writing which procedure is to be used--Step 4 of this ARTICLE or an alternative procedure--and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 4 of this ARTICLE. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this AGREEMENT. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7<sup>th</sup> Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299(1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of this Section 6 shall be null and void.

### **ARTICLE 8 DISCIPLINE**

#### Section 1.

Disciplinary actions or measures shall normally involve the following actions to be administered in the order indicated, except as otherwise appropriate due to the severity of the infraction involved:

- A. oral reprimand;
- B. written reprimand;
- C. suspension;
- D. discharge.

#### Section 2.

Disciplinary action will be imposed for just cause only, except with respect to employees who are in a probationary or temporary status. Discipline imposed upon an employee may be processed as a grievance through the regular grievance procedure. Employees may grieve oral reprimands only through the third step of the grievance procedure. UNION representatives at disciplinary hearings shall be on County time if the presence of the UNION representative is requested by the EMPLOYER.

#### Section 3.

Through the terms of this AGREEMENT, employees are hereby advised of their right to have a UNION representative present at the investigation meeting, because the outcome could lead to disciplinary action, and the employees shall be given a reasonable time to obtain local



representation. The UNION representative attending such meeting shall be on his or her own time, but shall be given the opportunity to leave his or her work station for this purpose upon reasonable notice to the immediate supervisor.

## **ARTICLE 9** **NO STRIKE**

### **Section 1.**

Neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this ARTICLE, the UNION shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this ARTICLE will be subject to discharge or other discipline.

## **ARTICLE 10** **PROBATIONARY PERIOD**

### **Section 1.**

All newly hired or rehired employees shall be considered probationary employees for the first twelve (12) months of their employment.

All newly hired or rehired employees with offer letters dated prior to finalizing this Agreement (obtaining all required signatures), shall be considered probationary employees for the first six (6) months of their employment. This probationary period may be extended at the discretion of the EMPLOYER for no more than ninety (90) days. The employee shall be notified of any extensions and the reasons for the extension prior to the end of the initial probationary period.

### **Section 2.**

All employees who have been promoted, transferred, lateral move, demoted, or have taken a voluntary reduction shall serve a maximum six (6) months probationary period. An employee who does not satisfactorily complete the probationary period, shall revert back to the employee's former classification, or to another classification where a vacancy exists, if any, for which the employee has the skills, ability, and qualifications to do the work without more than twenty (20) working days of further training. Such employee may request written explanation of the reasons the probationary period was not satisfactorily completed.

### **Section 3.**

The probationary period in both Section 1 and Section 2 of this ARTICLE may be extended by the amount of time an employee is on a leave of absence, provided the leave of absence is for more than two (2) weeks.

**ARTICLE 11**  
**WORK SCHEDULES/PREMIUM PAY**

Section 1.

This ARTICLE is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 2.

A work week shall typically be forty (40) hours. Normal days shall be Monday through Friday and normal work hours shall be 8:00 a.m. to 4:30 p.m., except for functions operated on a continuous shift basis or requiring departure from the normal schedule.

Section 3.

Work shifts, work breaks, staffing schedules and the assignment of employees thereto, shall be established by the EMPLOYER. A normal work shift shall consist of eight (8) hours plus a one-half (1/2) hour lunch period. The normal work shift shall start at 8:00 a.m. and end at 4:30 p.m., except for functions operated on a continuous shift basis or requiring departure from the normal schedule. Except in unusual circumstances, the EMPLOYER will notify employees of a shift change in writing at least ten (10) days in advance of such a change. The notification shall include the starting and ending time of the shift.

Section 4.

It is agreed that the compensatory time systems provided for in prior labor agreements are hereby superseded and eliminated.

- A. Employees classified as “non-exempt” pursuant to the Fair Labor Standards Act shall be eligible to receive overtime compensation computed at one and one-half (1 ½) times the applicable base rate for time in excess of forty (40) hours in a work week. An employee may be required to take time off from the normal schedule during the work week in order to eliminate overtime payments, at the discretion of the EMPLOYER. Such time off shall be on a straight time basis.
- B. Employees classified as “non-exempt” pursuant to the Fair Labor Standards Act shall be eligible for the accrual and use of compensatory time in lieu of overtime pay in accordance with the Scott County Compensation Plan Policy. The County shall meet and confer with the Union before any change in the compensatory time policy will be implemented. All accrued compensatory time shall be paid to non-exempt employees with the second paycheck in December. All overtime hours worked by non-exempt employees during the month of December will be paid as overtime pay.
- C. Employees classified as “exempt” pursuant to the Fair Labor Standards Act shall be eligible to accrue compensatory time, at straight time, to a maximum of forty (40) hours. Except in unusual situations, such compensatory time may be earned by an employee only with prior written approval of the EMPLOYER and may be used by the employee only with prior written approval by the EMPLOYER. Exempt employees shall never be eligible for overtime pay, except as provided in the second paragraph of ARTICLE 22, Section 4, and shall not be paid for accrued compensatory time at termination of employment.



- D. Non-compensated leave of absence hours shall not be included in the forty (40) worked hours per week required to qualify for overtime premium. Compensated holidays shall be considered as hours worked in the determination of forty (40) hours of work required to qualify for overtime premium.

Section 5.

Employees shall have two fifteen (15) minute breaks per work shift at times designated by the EMPLOYER when the EMPLOYER determines that such breaks will not materially interfere with the rendering of services.

Section 6.

Assignment to overtime work shall be at the discretion of the EMPLOYER. Employees shall be required to work overtime, holidays, and night shifts when assigned to such unless excused by the EMPLOYER. Employees who refuse to work overtime, holidays, or night shifts may be subject to disciplinary action.

Section 7.

The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this AGREEMENT, nor shall there be any pyramiding of premium compensation.

Section 8.

When an employee is required to attend an EMPLOYER approved work-related training session or conference during regular working hours, the employee shall be compensated for all hours of actual participation in the training session or conference and for travel time to and from the conference or training session in excess of the travel time and mileage to the employee's usual work site. Meal periods are not compensable time.

**ARTICLE 12**  
**HOLIDAYS**

Section 1.

An employee shall be excluded from receiving holiday pay unless on compensated payroll status or an approved Short Term Leave without pay for the regularly scheduled work day preceding and following the holiday. An employee who meets PERA retirement eligibility requirements and retires from employment on a designated County holiday, shall be eligible for holiday pay for that date.

- A. Designated eight (8) hour paid holidays are as follows:

New Years Day - January 1  
Martin Luther King Day - Third Monday in January  
Presidents Day - Third Monday in February  
Memorial Day - Last Monday in May  
Independence Day - July 4  
Labor Day - First Monday in September  
Veterans Day - November 11  
Thanksgiving Day - 4th Thursday in November  
Friday after Thanksgiving - Friday following the 4th Thursday in November  
Christmas Day - December 25



When Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday, the County grants Christmas Eve as a holiday for AFSCME-covered employees.

- B. Employees assigned in accordance with the normal work day schedule as defined in ARTICLE 11, Section 2, and required by the EMPLOYER to work on a holiday as designated in this ARTICLE, shall receive overtime compensation at one-and-one-half (1-1/2) times their base pay rate for hours worked plus holiday compensation at their base pay rate, but in no case shall the total compensation exceed two-and-one-half (2-1/2) times the employee's base pay rate.
- C. When a holiday, as designated in this ARTICLE, falls on Sunday, the following day, Monday, shall be considered the holiday for employees or when such holiday falls on Saturday, the preceding day, Friday, shall be considered the holiday for employees. An employee, regardless of the employee's work schedule, shall receive the same number of holidays as an employee whose normal work week is Monday through Friday.
- D. Holidays which occur within an employee's approved and compensated paid time off will not be chargeable to the employee's paid time off.

Holidays for permanent part-time and unclassified employees shall be administered in accordance with the County Leaves of Absence Policy.

### **ARTICLE 13** **PAID TIME OFF**

#### **Section 1.**

All full-time and part-time classified employees shall be eligible to participate in the Paid Time Off (PTO) program as set forth in the Scott County Leaves of Absence Policy in effect as of November 17, 2015.

#### **ACCRUAL RATES**

<b>YEARS OF SERVICE</b>	<b>PTO EARNED PER HOUR</b>	<b>MAX PTO EARNED PER PAY PERIOD (IN HOURS)*</b>	<b>PTO EARNED PER YEAR*</b>	<b>PTO MAXIMUM BALANCE (IN HOURS)</b>
0 - 5 years	.08076	6.46080	168 hours/21 days	432
6 - 10 years	.09230	7.38400	192 hours/24 days	432
11 - 15 years	.10384	8.30720	216 hours/27 days	432
16 - 19 years	.11538	9.23040	240 hours/30 days	432
20+ years	.12692	10.15360	264 hours/33 days	432

\*Assumes you work full-time (2,080 hours in a calendar year). Permanent and probationary part-time employees accrue PTO on a pro-rata basis. An employee will not accumulate PTO hours that exceed the maximum balance.

Effective March 2, 2020, all full-time and part-time classified employees shall be eligible to participate in the Paid Time Off (PTO) program as set forth below and the November 17, 2015 provisions shall become null and void.

YEARS OF SERVICE	PTO EARNED PER HOUR	MAX PTO EARNED PER PAY PERIOD (IN HOURS)*	PTO EARNED PER YEAR*	PTO MAXIMUM BALANCE (IN HOURS)
0 through the end of the 2 <sup>nd</sup> year	.08076	6.46080	168 hours/21 days	480
Beginning of the 3 <sup>rd</sup> year through the end of the 6 <sup>th</sup> year	.09230	7.38400	192 hours/24 days	480
Beginning of the 7 <sup>th</sup> year through the end of the 11 <sup>th</sup> year	.10384	8.30720	216 hours/27 days	480
Beginning of the 12 <sup>th</sup> year through the end of the 17 <sup>th</sup> year	.11538	9.23040	240 hours/30 days	480
Beginning of the 18 <sup>th</sup> year +	.12692	10.15360	264 hours/33 days	480

Assumes you work full-time (2,080 hours in a calendar year). Permanent and probationary part-time employees accrue PTO on a pro-rata basis. An employee will not accumulate PTO hours that exceed the maximum balance.

## Section 2.

On an annual basis, employees may voluntarily elect to cash-out up to 40 hours of PTO to be received as deferred compensation or cash. The election is irrevocable in nature and must be made in the calendar year prior to the cash-out taking place.

To participate in PTO Cash-out, an employee must have 40 hours of PTO in their bank at the time of cash-out and they must have used 40 hours of PTO during the calendar year that cash-out is being received.

An irrevocable *PTO Election & Authorization Form* shall be completed and submitted to Employee Relations prior to December 30 of year #1. The cash-out shall occur as part of the second paycheck in December of year #2:

*For example...An employee would complete and submit the form by December 30, 2019 to receive a cash-out payment with the second paycheck of December in 2020.*

The aforementioned form shall be completed, signed, and on-file in Employee Relations for the cash-out to take place. Employees shall recognize they are making an election for cash-out of hours yet to be earned in the following year. An employee may not request cash-out and receive it in the same calendar year.

Employees may elect any whole number amount of hours between 1 and 40 for their cash-out election. The *PTO Election & Authorization Form* shall indicate whether this is to be provided to



the employee as cash or as deferred compensation. An employee may split their hours between the two options.

The value of each hour of cash-out shall be equal to 100% of the employee's regular base hourly rate effective the last day of the pay period in which the PTO conversion is processed. Taxes and withholding shall be administered as required by law.

### Section 3.

Requests for time off must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and ten (10) calendar days in advance of time off of five (5) days or more duration. All time off requests are subject to the supervisor's approval. The supervisor shall respond within twenty-four (24) hours to the forty-eight (48) hour request and within five (5) days for the longer period request. The advance notice requirements may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER. At the time of termination, permanent employees shall be cashed out for all unpaid accrued paid time off at the employee's current base rate of pay, except an employee terminated due to discharge or other disciplinary reasons, or if the employee does not leave in good standing. In the event of death, any such payment shall be made to the employee's spouse or estate. For purposes of this section, separation in good standing requires the following:

- A. A written notice from the employee indicating the intent to resign from the position and the intended last day worked. Such notice must be submitted at least fourteen (14) calendar days before the last day worked unless mutually agreed to between the Supervisor and Employee Relations Director or designee.
- B. Certification that all keys, identification cards, badges, equipment, and other County property have been returned and accounted for.
- C. Satisfactory discharge by the employee of any debts and reimbursement obligations to the County.

## **ARTICLE 14** **FUNERAL LEAVE**

### Section 1.

Employees may use funeral leave with pay, up to a maximum of 24 hours, which shall not be deducted from PTO as follows:

- A. Up to one (1) day to attend a funeral.
- B. Up to two (2) days to attend a funeral that requires overnight travel.
- C. Up to three (3) days when the employee can establish a close relationship and is involved in the planning of the funeral.



**ARTICLE 15**  
**GENERAL CONDITIONS OF PAID LEAVES OF ABSENCE**

Section 1.

To the extent possible, requests for leave shall be made by employees prior to the beginning of the periods of absence and no payment for any absence shall be made until the leave is properly approved.

Section 2.

Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis, and no such deduction shall be made from leave accumulations for holidays or non-work days falling within such leave with pay subject to the provisions set forth in ARTICLE 12, Section 1, herein.

Section 3.

Accrual of paid time off and seniority and eligibility for EMPLOYER payments to group insurance shall continue during the period of leave of absence with pay.

**ARTICLE 16**  
**LEAVES OF ABSENCE WITHOUT PAY**

Section 1.

At the discretion of the EMPLOYER leave of absence without pay for reasons other than disability, may be granted to an employee requesting such in writing. Such leave shall not exceed one (1) year except educational leave for an employee enrolled in graduate school which may exceed one (1) year but not exceed two (2) years.

Section 2.

All leaves of absence without pay shall be subject to the condition that the EMPLOYER may cancel the leave at any time upon prior notice to the employee specifying a date of termination of the leave.

Section 3.

An employee on an approved unpaid leave of absence of less than forty (40) hours shall continue to accrue paid time off, seniority and eligibility for EMPLOYER contribution to group insurance premiums. Employees on medical leave without pay shall continue to accrue seniority and eligibility for employer contribution to group insurance premiums at the same level as when actively working. If the employee is granted an unpaid personal leave of absence in excess of forty (40) hours, no fringe benefits continue except eligibility for group insurance coverages if premiums are paid by the employee for both the employee and EMPLOYER share. Seniority does not continue to accrue but seniority earned prior to the date of the approved leave shall be retained and, upon the return of the employee from unpaid leave status, such seniority time shall be added to time subsequently earned following termination of the leave of absence and return to compensated status.

Section 4.

Criteria for Granting Leaves. Requests for leaves of absence shall be granted or denied on the basis of the following factors:

- A. Applicable state and federal laws and regulations;

- B. The length of the requested leave;
- C. The current and projected work load of the affected department;
- D. The expense and availability of any required replacement; and,
- E. Any other legitimate business needs of the EMPLOYER.

## **ARTICLE 17**

### **MILITARY DUTY LEAVE**

#### **Section 1.**

In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at their current base pay rate for the period of the active duty required for such training, not to exceed fifteen (15) days per calendar year.

#### **Section 2.**

Employees who are in service of the armed forces of the State or the United States shall be entitled to leave of absence without pay as provided in Minn. Stat. § 192.261.

#### **Section 3.**

Employees requesting military leave, as provided in this ARTICLE, shall furnish the EMPLOYER with notification and a copy of the official military order at the earliest possible date.

## **ARTICLE 18**

### **LEAVES OF ABSENCE FOR UNION ACTIVITY**

#### **Section 1.**

An employee elected by the UNION to represent the UNION at International, State or Council meetings, which requires the employee's absence from duty, may be granted a leave of absence without pay to attend such meeting if the EMPLOYER determines that such absence will not impair the effectiveness of the department's service.

## **ARTICLE 19**

### **PARENTAL LEAVE**

#### **Section 1.**

An employee may request a leave of absence for a period not to exceed six (6) months for the purpose of child care needs due to the recent birth or adoption of a child. Eligibility for fringe benefits and seniority shall be governed by the provisions of ARTICLE 16, Section 3. In no event shall a combination of paid leave and unpaid parental leave exceed six (6) months.

#### **Section 2.**

Effective January 1, 2020, employees eligible for the PTO program are provided with this benefit. Full-time employees are provided up to one-week (40 hours) paid parental leave. Part-time employees are provided this benefit based upon their budgeted full-time equivalency (FTE). For example, if an employee works 20 hours per week, their FTE is 50%; therefore, the employee is eligible for up to 20 hours paid parental leave. Approved paid parental leave must be used

within the first 12 weeks of the employee's approved leave of absence following the qualifying event but before going to a full unpaid leave. Any unused paid parental leave at the end of 12 weeks will be forfeited. Such time shall be coded on the employee's timecard as *Parental Leave*. The County may require medical certification, under the Family Medical Leave Act (FMLA) from a qualified health care provider. Contact Employee Relations to see what documentation must be provided. Employees and supervisors shall consult with Employee Relations about parental leaves.

## **ARTICLE 20**

### **FAMILY AND MEDICAL LEAVE**

#### **Section 1.**

An employee who has been employed for at least 12 months and who has worked for at least 1,250 hours during the 12 months immediately preceding commencement of the leave, shall be eligible for a leave of absence pursuant to the Family and Medical Leave Act. An employee on a leave of absence pursuant to the Family and Medical Leave Act shall continue to accrue seniority and premium payments for the employee's health and dental insurance shall be continued by the EMPLOYER at the same level as when actively working. The terms regarding such leave shall be governed by federal and state law, provided however that where another provision of this AGREEMENT provides a longer leave than that provided by federal and state law, said provision of this AGREEMENT shall govern.

## **ARTICLE 21**

### **ABSENCE WITHOUT AUTHORIZATION**

#### **Section 1.**

Any absence of an employee from scheduled duty that is not promptly reported to and authorized by the EMPLOYER shall be deemed an unauthorized absence without pay. Any employee absent without authorization will be subject to disciplinary action and any employee absent without leave for three (3) consecutive days shall be deemed to have resigned employment, provided that the EMPLOYER may grant approval for leave subsequent to the authorized absence if the EMPLOYER determines the circumstances surrounding the absence warrant such action.

## **ARTICLE 22**

### **SALARY RATES**

#### **Section 1.**

The parties have agreed to salary grades for work classifications covered by this AGREEMENT as set forth on Appendix A. Effective the date of County adoption of this AGREEMENT if, during the term of this AGREEMENT a new classification is created within the unit for which no rate has been established the following shall apply for determination of the new salary schedule:

The EMPLOYER's representative will notify the UNION's representative, in writing, of the new classification. Such notification shall include the job description for the new classification and the salary grade proposed. The UNION representative will respond within ten (10) working days upon receipt of the notification as to whether or not the UNION agrees with the proposed salary grade. If the UNION disagrees with the EMPLOYER's salary proposal, the UNION representative will request a meeting with the EMPLOYER's representative to discuss the proposed salary grade.



## Section 2.

Salary increases set forth herein are effective the date on which the employee is eligible.

## Section 3.

All non-exempt employees whose regular assigned schedule includes the hours between 6:00 p.m. and 6:00 a.m. shall receive an additional \$1.25 per hour for hours worked between 6:00 p.m. and 6:00 a.m.

## Section 4.

The Employer will first request volunteers to perform on-call duty, and the Employer reserves the right to assign pagers if there are not sufficient volunteers for coverage. Assignments will be made in inverse order of seniority, provided that if the supervisor determines the least senior employee is not qualified, another employee will be assigned. Employees who volunteer or are assigned by the Employer to perform on-call duty shall be compensated at the rate of Two and no/100 (\$2.00) Dollars per hour.

Non-exempt employees called back to work outside of the employee's regular shift shall be paid at straight time for the time worked or a minimum of two (2) hours, whichever is greater. Overtime compensation is applicable only when the total hours worked for the week exceed forty (40) hours. This provision shall apply to an extension of shift or early report to a regularly scheduled shift.

## Section 5.

The EMPLOYER may, at its discretion, evaluate the performance of the employees and, if the employer deems appropriate, may increase an individual employee's compensation. Such merit evaluations and increases shall be at the sole discretion of the EMPLOYER.

## Section 6.

Payday shall be on alternating Fridays. In the event that a holiday falls on a Friday which is normally a payday, payroll shall be completed and payment made on the last work day immediately preceding the appropriate Friday. The EMPLOYER shall establish a payroll cutoff date which provides reasonable working time for preparation of the payroll. Any change proposed in the payroll cutoff date, except for instances required to accommodate holiday payday shifts, will be discussed with the UNION at least fifteen (15) work days in advance of implementation of the proposed change.

## Section 7.

Employees that are called in and report for work during scheduled off duty hours, or report for work in accordance with their work schedule, shall receive a minimum of two (2) hours compensation or two (2) hours work at the employee's base pay rate.

## Section 8.

- A. Promotion. A promoted employee is eligible for consideration of a salary adjustment in accordance with the County Compensation Plan Policy.
- B. Reclassification. When a reclassification occurs pursuant to the Job Classification Policy, the pay rate of an employee shall be in accordance with the County Compensation Plan Policy.

The employee's classification date and anniversary date shall not be changed due to reclassification.

Current Financial Assistance Specialist – Lead Workers and Child Support Officer – Lead Workers that were reclassified shall have their classification dates and anniversary dates changed to the date they were reclassified from Financial Assistance Specialists and Child Support Officers to Lead Workers. If there were hours that, in accordance with other AFSCME Union Contract language, do not get credited towards seniority during their Lead Worker classifications that will be reflected in their anniversary dates.

Section 9.

Whenever an employee is directed to perform the duties and responsibilities of a position in a higher rated classification for thirty (30) consecutive work days or more in any twelve (12) month period, that employee shall be paid at an amount equal to the minimum of the higher pay grade or up to ten percent (10%) above the employee's current rate of pay, whichever is greater, effective the thirty-first (31st) day the employee worked in the higher classification. Time worked in less than eight (8) hour increments shall not be considered as time worked for the purpose of this Section.

Section 10.

All pay actions including the new Salary Grades attached hereto as Appendices B, C, and D, and benefits set forth in this AGREEMENT, shall become effective on the date on which the employee becomes qualified and authorized for the action.

**ARTICLE 23**  
**TUITION REIMBURSEMENT**

Employees shall be eligible for tuition reimbursement in accordance with the Tuition Reimbursement Policy set forth in the Scott County Personnel Policies.

**ARTICLE 24**  
**AUTOMOBILE ALLOWANCE**

Section 1.

Employees required by the EMPLOYER to use their personal cars while engaged in County work, shall be entitled to reimbursement at the rate established by the Federal IRS rate.

Section 2.

The UNION will be notified in a reasonable time period when the allowance will be considered at a County Board meeting.

**ARTICLE 25**  
**INSURANCE**

Section 1.

The EMPLOYER will contribute 90% of the premium cost for the lowest cost group single insurance plan for employee. The EMPLOYER will contribute 75% of the cost of the premium for the lowest cost employee plus spouse, employee plus child(ren), or family group insurance plan.

In the event the health insurance provisions of this AGREEMENT fail to meet the requirements of the Affordable Care Act (ACA) and its regulations, the UNION and EMPLOYER will meet and confer to modify the health insurance provisions to comply with the Act.



Time spent by a temporary employee shall not be included or considered in determining time work for purposes of benefit accrual, except that in regard to health insurance eligibility time worked shall be considered in accordance with regulations of the ACA.

The EMPLOYER will pay \$120.00 annually (\$10.00 per month) into the Post Retirement Health Care Savings Plan established through the Minnesota State Retirement System for each employee who is eligible for insurance benefits. The Minnesota State Retirement System administers the Post Retirement Health Care Savings Plan, and employees can draw from their Plan account in accordance with state law.

Section 2.

The Insurance Committee which has existed under the prior agreement shall continue during the term of this AGREEMENT for the sole purpose of investigating all areas of insurance.

Section 3.

The EMPLOYER will pay the full cost of the premium for a Twenty Thousand and no/100 (\$20,000.00) Dollar individual term life insurance contract for each employee. Employees electing to participate in supplemental insurance will be based on age rating by insurance company.

Section 4.

The EMPLOYER will pay the full cost of the premium required for each employee qualified for disability insurance as provided by the EMPLOYER.

Section 5.

The EMPLOYER agrees to provide for liability insurance protection for employees covered by this AGREEMENT who are performing professional level services. Such liability protection shall be for tort actions arising out of an alleged act or omission occurring within the scope of such employee's assigned official employment duties, except where such tort action arises from ignorance of laws, malfeasance, willful, or wanton neglect of duty or criminal negligence.

Section 6.

Insurance benefits as herein specified shall apply only to permanent employees who work twenty (20) hours per week or more. Insurance benefits for permanent employees who work less than twenty (20) hours per week and unclassified employees shall be in accordance with the County Employment Benefits Policy.

Section 7.

The EMPLOYER agrees to pay 50% of the increase in the dental insurance premium for single, employee plus spouse, employee plus child(ren), or family coverage for each employee participating in the dental program.

Section 8.

Effective the date of County Board adoption of this AGREEMENT, employees will be eligible for participation in the County Wellness Program in accordance with County policy.

Section 9.

Insurance benefits for retirees is covered by Appendix F and is incorporated as part of this AGREEMENT.



**ARTICLE 26**  
**RIGHT OF SUBCONTRACT**

**Section 1.**

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER to subcontract work performed by employees covered by this AGREEMENT. In the event the EMPLOYER elects to contract out bargaining unit work which will result in the layoff of bargaining unit employees, the EMPLOYER will notify the UNION at least twenty (20) days in advance of the layoff notice and provide the UNION the opportunity to meet and confer regarding the impact of such contracting out on such laid off employees.

**ARTICLE 27**  
**INDIVIDUAL RIGHTS**

**Section 1.**

Employees have the right to join or to refrain from joining the UNION. Neither the EMPLOYER nor the UNION shall discriminate against or interfere with the rights of employees to become or not to become members of the UNION and, further, there shall be no discrimination or coercion against any employee because of UNION membership or non-membership. The UNION shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

**Section 2.**

In accordance with applicable law, the EMPLOYER and the UNION agree to apply the provisions of this AGREEMENT equally to all employees, without discrimination as to age, sex, marital status, religion, race, color, creed, national origin, sexual orientation, public assistance status, political belief or employee organizational affiliation.

**Section 3.**

Nothing in this AGREEMENT shall be construed to affect the status of war veterans in contravention of existing laws relating to the employment, discharge or promotion of war veterans.

**ARTICLE 28**  
**COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

**Section 1.**

This AGREEMENT shall represent the complete AGREEMENT between the UNION and EMPLOYER.

**Section 2.**

The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT. Therefore, the EMPLOYER and the UNION for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have

been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

## **ARTICLE 29**

### **SAVINGS CLAUSE**

#### **Section 1.**

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Scott County. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided and negotiation shall begin on the voided provision within fifteen (15) days. All other provisions shall continue in full force and effect.

## **ARTICLE 30**

### **LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS**

#### **Section 1.**

An employee receiving workers' compensation loss of time benefits due to a work-related injury or illness has the following options:

1. Code timesheet as medical leave without pay according to the authorized full-time equivalency and keep the workers' compensation loss of time benefit only. Employee shall be responsible for the employee-paid premium of any insurance coverage as well as any other automatic deductions.
2. Code timesheet medical leave without pay according to the authorized full-time equivalency and workers' compensation payment. Employee has the option of using applicable accumulated leave time until exhausted to equal the difference between the payment received from workers' compensation and the gross amount the employee would have been paid in a normal pay period. At no time shall the combined total weekly rate of compensation exceed the average weekly wage of the employee on the date of the injury. Employees shall be responsible for benefit deductions that would normally be taken out of the employees paycheck once leave balances are exhausted.

#### **Section 2.**

In compliance with the Minnesota Workers' Compensation Act, Minn. Stat. § 176.021, subd. 5, and the Public Employees Retirement Association (PERA), workers' compensation loss wage payment is exempt from Federal, State, Social Security tax, and PERA deductions. The check issued by the County shall have Federal, State, Social Security tax, PERA deductions and any other deductions that would normally be taken out of the employee's paycheck.

The employee may choose to personally make a contribution to PERA equal to his/her own portion of the workers' compensation disability payment. The employee may also make a payment equal to the employer's portion. The employee should contact the PERA office for direction.

## **ARTICLE 31**

### **COURT DUTY**

#### **Section 1.**

Any absence, whether voluntary or by legal order to appear or testify in litigation, not in the status of an employee, shall be charged against the employee's accumulated leave or be without pay.

## **ARTICLE 32**

### **JURY DUTY**

#### **Section 1.**

Employees who are called and selected for jury duty shall be granted time off from work and code their timecards with Jury Duty Pay. Employees who are required to be absent from work pursuant to this Article shall be allowed their regular compensation at their current base pay rate for the period the jury duty requires their absence from work and shall retain their jury duty pay, including any expenses paid by the court. If an employee is excused from jury duty prior to the end of their work shift, they shall return to work as directed by the EMPLOYER or seek approval from their supervisor to use accumulated leave or be without pay.

## **ARTICLE 33**

### **OUTSIDE EMPLOYMENT**

#### **Section 1.**

Employees shall not engage in any employment, work at any trade, participate in any professional activity or do or perform in any act or service outside of this employment with the EMPLOYER which is in conflict with the duties of their County employment. Any employee engaging in outside employment activity or service shall notify the EMPLOYER in written form of the nature, place and working hours. Such notification shall be made, if possible, prior to commencing such employment, activity or service, but in no case later than five (5) working days thereafter. Employees shall discontinue any such outside employment activity or service when the EMPLOYER upon cause gives written notice to that effect.

## **ARTICLE 34**

### **MEET AND CONFER**

#### **Section 1.**

The EMPLOYER agrees to meet and confer with the UNION in accordance with the provisions of Minnesota Statutes 179A.08.

## **ARTICLE 35**

### **ADMINISTRATIVE POLICY AND PROCEDURES – EMPLOYEE RECOGNITION AND WELLNESS**

#### **Section 1.**

The EMPLOYER may award employees with long service and outstanding performance in accordance with the Employee Recognition Awards Program established by the EMPLOYER. The awards for employees may include, but not be limited to, certificates, luncheons, and plaques. The Employee Recognition Awards Program may be modified from time to time at the sole discretion of the EMPLOYER.



Section 2.

The parties agree that the determination of eligibility for an award pursuant to the Employee Recognition Awards Program is not subject to the grievance procedure set forth in this AGREEMENT.

**ARTICLE 36**  
**TERM OF AGREEMENT**

This AGREEMENT shall be in full force and effect from January 1, 2020, to December 31, 2022, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, prior to the anniversary date that it desires to modify or terminate this AGREEMENT.

**IN WITNESS WHEREOF**, the parties have caused this AGREEMENT to be executed this 17<sup>th</sup> day of March, 2020.

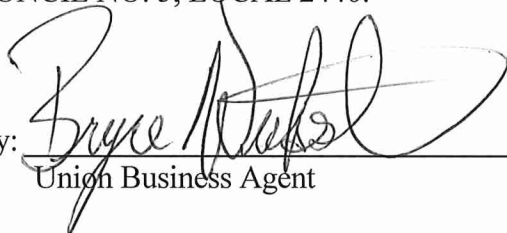
COUNTY OF SCOTT, MINNESOTA

By:   
Chairperson of its County Board

  
Scott County Administrator

  
Employee Relations Director

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL NO. 5, LOCAL 2440.

By:   
Union Business Agent

  
Union President

APPENDIX A  
JOB TITLES AND SALARY GRADES

<b>Job Class Title</b>	<b>Grade</b>	<b>Job Class Title</b>	<b>Grade</b>
Accountant	8	Maintenance Worker II	6
Accounting & Contracts Management Coord.	12	Management Analyst	9
Accounting Technician	4	Maintenance Worker III	9
Accounting Technician II	5	Maternal Child Health Program Coordinator	12
Administrative Assistant	6	Master Electrician	13
Administrative Secretary	5	Nursing Team Leader	12
Administrative Specialist	3	Operations Analyst	11
Assessment Appeals Coordinator	13	Paralegal	7
Assessment Technician	3	Principal Accountant	12
Assistant Probation Officer	6	Principal Accounting Technician	7
Assistant Veterans Services Officer	8	Principal Analyst	14
Associate Planner	9	Principal GIS Analyst	14
Business Information/Systems Specialist	12	Principal Planner	12
Business Relationship Manager	16	Principal Public Works Technician	11
Case Aide	6	Principal Tax Specialist	11
Child Care Assistance Specialist	7	Procurement Specialist	9
Child Protection Worker	12	Professional Engineer	13
Child Support Officer	9	Professional Land Surveyor	13
Child Support Officer - Lead Worker	10	Program Specialist	8
Collections Officer	8	Project Manager	14
Commercial Appraiser	11	Property & Customer Service Specialist	6
Community Health Specialist	8	Property Systems Administrator	12
Community Planner	10	Psychologist I	13
Contract Management Coordinator	12	Psychologist II	14
Crime Analyst	11	Public Health Data Planner	10
Crime & Drug Prevention Coordinator	5	Public Health Nurse	11
Customer Service Specialist	6	Radio Systems Administrator	12
Data Privacy Coordinator	11	Registered Nurse	10
Data and Research Analyst	10	Residential Appraiser	9
Delivery Driver (Library)	2	Right-of-Way Agent	11
Elections and Customer Service Coordinator	10	Senior Accountant	10
Electronic Forensic Analyst	10	Senior Administrative Specialist	4
Employment/Training Counselor	9	Senior Environmental Health Specialist	11
Environmental Health Program Coordinator	12	Senior GIS Analyst	12
Environmentalism II	9	Senior Financial Analyst	11
Environmentalism III	12	Senior Legal Assistant	6
Facilities Assistant	3	Senior Planner	11
Facility Case Manager	11	Senior Public Works Technician	10
Field Probation Officer	11	Senior Residential Appraiser	11
Eligibility Specialist	7	Senior Tax Specialist	9
Eligibility Specialist - Lead Worker	9	Social Work Case Manager	11
Fraud Investigator	9	Social Worker I	7
Graduate Engineer	11	Social Worker II	9
Housing Coordinator	9	Specialty Court/Re-Entry Coordinator	11
Inspector	9	Systems Management Specialist	9
Law Librarian	10	Systems Support Technician	7
Legal Assistant	4	Tax Specialist	6
Librarian	8	Therapist	12
Librarian-Subject Specialist	9	Traffic Systems Administrator	12
Library Associate	3	Travel Trainer	7
Library Coordinator	10	Transit Scheduler	5

<b>Job Class Title</b>	<b>Grade</b>	<b>Job Class Title</b>	<b>Grade</b>
Veterans Services Aide	3	Volunteer and Community Coordinator	10
Victim /Witness Assistant	7	Water Resources Scientist	13
Victim/Witness Coordinator	10	Water Resources Technician	7



## APPENDIX B

### 2020 SALARY GRADES, GENERAL ADJUSTMENTS, AND SALARY INCREASE MATRIX

Effective January 1, 2020, through December 31, 2020

2020 Salary Grades: Effective January 1, 2020, implement salary grades in accordance with the County Board Compensation Plan.

2020 General Adjustments: Employees employed as of January 1, 2020, shall receive a 2.75% general increase effective January 1, 2020, calculated on the employee's base salary not to exceed the 2020 Performance Maximum. The remainder of the general adjustment, if any, shall be paid to the employee as a lump sum.

2020 Salary Increase Matrix:

<b>At or Above the Minimum &amp; Below Midpoint</b>	<b>Needs Improvement</b>	<b>Meets Performance Expectations</b>	<b>Exceeds Performance Expectations</b>	<b>Outstanding Performance</b>
Base Adjustment	0.0%	1.5%	2.5%	2.5%
Lump Sum	0.0%	0.0%	0.0%	1.0%
<b>At or Above Midpoint &amp; Below Maximum</b>	<b>Needs Improvement</b>	<b>Meets Performance Expectations</b>	<b>Exceeds Performance Expectations</b>	<b>Outstanding Performance</b>
Base Adjustment	0.0%	1.5%	2.5%	2.5%
Lump Sum	0.0%	0.0%	0.0%	1.0%
<b>At or Above Maximum &amp; Below Perf. Maximum</b>	<b>Needs Improvement</b>	<b>Meets Performance Expectations</b>	<b>Exceeds Performance Expectations</b>	<b>Outstanding Performance</b>
Base Adjustment	0.0%	0.0%	0.0%	2.0%
Lump Sum	0.0%	1.5%	2.5%	1.5%

Implementation of 2020 Merit Increases:

- Calculation of Merit Increases. Salary increases for employees whose salary is below the Market Midpoint of the appropriate grade will be calculated based upon the Market Midpoint. Salary increases for employees whose salary is at or above the Market Midpoint and below the Performance Maximum of the appropriate grade will be calculated based upon the employee's base salary.
- "Meets Performance Expectations" Rating. Base salary increases shall be available only to 110% of the Market Midpoint with a "Meets Performance Expectation" rating. The remainder of the merit increase, if any, shall be paid to the employee as a lump sum payment.
- "Exceeds Performance Expectations" Rating. Base salary increases shall be available only to the Grade Maximum with an "Exceeds Performance Expectations" rating. The remainder of the merit increase, if any, shall be paid to the employee as a lump sum payment.
- "Outstanding Performance" Rating. Base salary increases shall be available only to the Performance Maximum. The remainder of the merit increase, if any, shall be paid to the employee as a lump sum payment.

Employees who terminate employment prior to the date of County Board approval of this AGREEMENT shall not be eligible for retroactive general adjustments or merit pay increases.

## APPENDIX C

### 2021 SALARY GRADES, GENERAL ADJUSTMENTS, AND SALARY INCREASE MATRIX Effective January 1, 2021, through December 31, 2021

2021 Salary Grades: Effective January 1, 2021, implement salary grades in accordance with the County Board Compensation Plan.

2021 General Adjustments: Employees employed as of January 1, 2021, shall receive a 2.50% general increase effective January 1, 2021, calculated on the employee's base salary not to exceed the 2021 Performance Maximum. The remainder of the general adjustment, if any, shall be paid to the employee as a lump sum.

#### 2021 Salary Increase Matrix:

<b>At or Above the Minimum &amp; Below Midpoint</b>	<b>Needs Improvement</b>	<b>Meets Performance Expectations</b>	<b>Exceeds Performance Expectations</b>	<b>Outstanding Performance</b>
Base Adjustment	0.0%	1.5%	2.5%	2.5%
Lump Sum	0.0%	0.0%	0.0%	1.0%
<b>At or Above Midpoint &amp; Below Maximum</b>	<b>Needs Improvement</b>	<b>Meets Performance Expectations</b>	<b>Exceeds Performance Expectations</b>	<b>Outstanding Performance</b>
Base Adjustment	0.0%	1.5%	2.5%	2.5%
Lump Sum	0.0%	0.0%	0.0%	1.0%
<b>At or Above Maximum &amp; Below Perf. Maximum</b>	<b>Needs Improvement</b>	<b>Meets Performance Expectations</b>	<b>Exceeds Performance Expectations</b>	<b>Outstanding Performance</b>
Base Adjustment	0.0%	0.0%	0.0%	2.0%
Lump Sum	0.0%	1.5%	2.5%	1.5%

#### Implementation of 2021 Merit Increases:

- Calculation of Merit Increases. Salary increases for employees whose salary is below the Market Midpoint of the appropriate grade will be calculated based upon the Market Midpoint. Salary increases for employees whose salary is at or above the Market Midpoint and below the Performance Maximum of the appropriate grade will be calculated based upon the employee's base salary.
- "Meets Performance Expectations" Rating. Base salary increases shall be available only to 110% of the Market Midpoint with a "Meets Performance Expectation" rating. The remainder of the merit increase, if any, shall be paid to the employee as a lump sum payment.
- "Exceeds Performance Expectations" Rating. Base salary increases shall be available only to the Grade Maximum with an "Exceeds Performance Expectations" rating. The remainder of the merit increase, if any, shall be paid to the employee as a lump sum payment.
- "Outstanding Performance" Rating. Base salary increases shall be available only to the Performance Maximum. The remainder of the merit increase, if any, shall be paid to the employee as a lump sum payment.

Employees who terminate employment prior to the date of County Board approval of this AGREEMENT shall not be eligible for retroactive general adjustments or merit pay increases.



## APPENDIX D

### 2022 SALARY GRADES, GENERAL ADJUSTMENTS, AND SALARY INCREASE MATRIX Effective January 1, 2022, through December 31, 2022

2022 Salary Grades: Effective January 1, 2022, implement salary grades in accordance with County Board Compensation Plan.

2022 General Adjustments: Employees employed as of January 1, 2022, shall receive a 2.75% general increase effective January 1, 2022, calculated on the employee's base salary not to exceed the 2022 Performance Maximum. The remainder of the general adjustment, if any, shall be paid to the employee as a lump sum.

2022 Salary Increase Matrix:

<b>At or Above the Minimum &amp; Below Midpoint</b>	<b>Needs Improvement</b>	<b>Meets Performance Expectations</b>	<b>Exceeds Performance Expectations</b>	<b>Outstanding Performance</b>
Base Adjustment	0.0%	1.5%	2.5%	2.5%
Lump Sum	0.0%	0.0%	0.0%	1.0%
<b>At or Above Midpoint &amp; Below Maximum</b>	<b>Needs Improvement</b>	<b>Meets Performance Expectations</b>	<b>Exceeds Performance Expectations</b>	<b>Outstanding Performance</b>
Base Adjustment	0.0%	1.5%	2.5%	2.5%
Lump Sum	0.0%	0.0%	0.0%	1.0%
<b>At or Above Maximum &amp; Below Perf. Maximum</b>	<b>Needs Improvement</b>	<b>Meets Performance Expectations</b>	<b>Exceeds Performance Expectations</b>	<b>Outstanding Performance</b>
Base Adjustment	0.0%	0.0%	0.0%	2.0%
Lump Sum	0.0%	1.5%	2.5%	1.5%

Implementation of 2022 Merit Increases:

- Calculation of Merit Increases. Salary increases for employees whose salary is below the Market Midpoint of the appropriate grade will be calculated based upon the Market Midpoint. Salary increases for employees whose salary is at or above the Market Midpoint and below the Performance Maximum of the appropriate grade will be calculated based upon the employee's base salary.
- "Meets Performance Expectations" Rating. Base salary increases shall be available only to 110% of the Market Midpoint with a "Meets Performance Expectation" rating. The remainder of the merit increase, if any, shall be paid to the employee as a lump sum payment.
- "Exceeds Performance Expectations" Rating. Base salary increases shall be available only to the Grade Maximum with an "Exceeds Performance Expectations" rating. The remainder of the merit increase, if any, shall be paid to the employee as a lump sum payment.
- "Outstanding Performance" Rating. Base salary increases shall be available only to the Performance Maximum. The remainder of the merit increase, if any, shall be paid to the employee as a lump sum payment.

Employees who terminate employment prior to the date of County Board approval of this AGREEMENT shall not be eligible for retroactive general adjustments or merit pay increases.



## **APPENDIX E**

### **APPEALS PROCESS FOR PAY FOR PERFORMANCE**

Mechanism for bargaining unit permanent employees dissatisfied with the outcome of their Performance Evaluation rating may file for an appeal.

#### **LEVEL 1**

Step 1. Within ten (10) days after the date the Performance Review has been signed by the employee and the employee has concerns or disagreements with the review, the employee must notify the supervisor, in writing, that they wish to appeal the Performance Evaluation. A meeting must take place to discuss the issues between the supervisor and the employee only, within ten (10) days of the notice by the employee. If not resolved, then...

Step 2. Within ten (10) days following the meeting in Step 1, the employee is required to put in writing (standard format) the areas of agreement (simple listing) and areas which are of concern or in disagreement and submit to their supervisor. The supervisor is required to review the document and respond to the employee within ten (10) days.

If not resolved in Step 2, and the employee wishes to appeal, it shall be referred, in writing, to either the department manager or **Level 2**, within ten (10) days of the supervisor's response.

An optional meeting between the supervisor, employee and the department manager (at the request of the employee) will be held immediately following the supervisor's response for the purpose of continuing to find resolution. If not resolved, the employee submits a written request, within ten (10) days, to the Employee Relations Division to appeal before the panel.

#### **LEVEL 2**

##### **Process to Convene the Panel**

An employee who believes their performance review was not conducted in a thorough or objective manner and, therefore, disagrees with their performance review may request to appeal to the Panel. The employee is required to put in writing (standard format) the areas which continue to be of concern or disagreement and submit to Employee Relations and their supervisor within ten (10) days of the appeal request to the Panel.

The Employee Relations Division and Union select a mutually acceptable date for the Panel meeting and notifies the appellant employee and the employee's supervisor.

##### **Panel Members**

The Panel will consist of one Union representative, one representative of the Employee Relations Division, and one member mutually agreed upon by both parties.

### **Panel Meeting**

The Panel will meet with the appealing employee and supervisor for sixty (60) minutes.

The appealing employee will be given thirty (30) minutes to present the reasons they disagree with their performance evaluation. Appealing employees will not be represented by Union stewards, business agents, or attorneys. This will be a private meeting between the employee and Panel.

The supervisor will be given thirty (30) minutes to explain how the performance evaluation was constructed. This will be a private meeting between the supervisor and the Panel.

The Panel reserves the right to recall either party for clarification of issues.

Following the discussions, the Panel shall privately discuss the appeal. Based upon the information presented, the Panel will decide if the performance evaluation process was inaccurate. If so, the performance evaluation will be remanded to the supervisor for changes based on the Panel's determination. Additionally, the supervisor shall give due consideration of the changes remanded by the Panel and determine whether a change to the overall rating is warranted. If the Panel determines the process was accurate, the evaluation remains as originally submitted.

The decision of the Panel shall be based upon a majority decision by secret ballot. The decision of the Panel is final. The appealing employee and the supervisor shall receive the Panel's decision in writing within twenty (20) working days unless both parties are notified of an extension.

### **Time Limits**

The time limit in each step may be extended by mutual written agreement of the parties involved.

## APPENDIX F

### MEMORANDUM OF AGREEMENT (INSURANCE BENEFITS FOR RETIREES)

This Memorandum of Agreement is entered into between the County of Scott (hereafter "County") and American Federation of State, County and Municipal Employees, Council No. 5, Local 2440 (hereafter "Union").

**WHEREAS**, the County and the Union are parties to a Collective Bargaining Agreement negotiated pursuant to the Public Employment Labor Relations Act; and

**WHEREAS**, the parties have expressed the desire to maintain consistency in the application of eligibility for retiree insurance between Union and non-union employees; and

**WHEREAS**, on January 5, 1993, the following action was taken by the Scott County Board of Commissioners:

The Scott County Board of Commissioners authorizes the Labor Negotiating Team to enter into Memorandums of Agreement with each of the respective exclusive bargaining representatives, which memorandum shall provide that the County policy regarding retiree health insurance for non-bargaining unit employees as may be amended from time to time shall cause the provisions regarding retiree health insurance for bargaining unit employees to conform to such change; and authorize the Administrator to develop a request for proposals for actuarial services to evaluate the costs and funding of the retiree health insurance program.

**NOW, THEREFORE**, the parties hereto have executed this Memorandum of Agreement as follows:

1. Employees retiring from employment with the County shall be entitled to the portion of the County's contribution for the cost of single hospitalization and medical insurance premium in accordance with the County policy for non-union employees. Employees hired on or after July 1, 1993, shall not be eligible for County contribution for retiree insurance.

2. The parties recognize that the Employer policy governing Employer contribution for health insurance for retirees may be amended by the County Board hereafter, and agree that such Employer policy shall be consistently applied to Union and non-union employees alike. In no event shall the Employer modify the policy for retiree contribution for health insurance to a level more restrictive than that set forth in the original negotiated settlement of the 1992-93 Collective Bargaining Agreement without the express agreement of the Union.

3. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum of Agreement this 12<sup>th</sup> day of March, 2020.



COUNTY OF SCOTT

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL NO. 5,  
LOCAL 2440

By: \_\_\_\_\_

Chairperson of its County Board

By: \_\_\_\_\_

Union Business Agent

\_\_\_\_\_  
Scott County Administrator

\_\_\_\_\_  
Union President

\_\_\_\_\_  
Employee Relations Director

## **APPENDIX G**

### **MEMORANDUM OF AGREEMENT (Case Managers)**

This Memorandum of Agreement is entered into between the County of Scott (hereafter "County") and American Federation of State, County and Municipal Employees, Council No. 5, Local 2440 (hereafter "Union").

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

**WHEREAS**, job classifications in the Community Services Department, Social Services Unit, were reevaluated by an independent consultant; and

**WHEREAS**, based upon the job evaluation study results, the title and pay grade of the job classification comprised of six (6) Social Worker III, grade 12 positions, were changed to Case Manager, grade 11; and

**WHEREAS**, ARTICLE 22, Section 8 of the collective bargaining agreement prescribes the manner in which the pay rate is to be determined for employees when the job evaluation results in the downward reassignment of their position; and

**WHEREAS**, the circumstances leading to the results of the evaluation and reassignment of the Social Worker III, grade 12 classification to Case Manager, grade 11 are unique to that classification because there was no change in the essential job duties, but the minimum qualifications were changed from a Master's Degree and two years post-graduate experience to a Bachelor's Degree and two years' experience.

**NOW, THEREFORE**, the parties agree as follows:

1. The remaining five (5) incumbents in the job classification that was changed from Social Worker III, grade 12 to Case Manager, grade 11, will be provided compensation opportunities at grade 12.
2. The basis for salary adjustments for the five (5) incumbent employees shall be the grade 12 Minimum, Maximum and Performance Maximum and the appropriate salary increase matrix, as they may be modified from time to time, together with the employee's performance rating and other applicable provisions of the collective bargaining agreement.
3. Notwithstanding the compensation opportunities at grade 12 provided to the five (5) incumbent employees pursuant to this Memorandum of Agreement, their classification and pay grade are Case Manager, grade 11.
4. The compensation opportunities set forth in paragraphs 1 and 2 of this Memorandum of Agreement apply solely to the following five (5) employees in the job classification that was changed from Social Worker III, grade 12 to Case Manager, grade 11:

Bradford Benson  
Rena Megarry  
Christina Scalzo

Heidi Schultz  
Kevin Wineman

The compensation opportunities set forth in paragraphs 1 and 2 shall apply to these five (5) employees only so long as they are employed in the job classification that was changed from Social Worker III, grade 12 to Case Manager, grade 11.

5. Other than the five (5) incumbents identified in paragraph 4, all employees hired, promoted, demoted, transferred, laterally moved, or who take a voluntary reduction to the classification of Case Manager, grade 11, will be paid in accordance with the terms of the collective bargaining agreement and at the pay grade level determined based upon job evaluation, which is currently grade 11.

6. Nothing in this Memorandum of Agreement shall be construed to constitute a waiver of the County's management rights relative to job classifications and job evaluation.

7. This Memorandum of Agreement constitutes the complete and total agreement between the parties regarding this matter.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Agreement this 17<sup>th</sup> day of March, 2020.

COUNTY OF SCOTT

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL NO. 5,  
LOCAL 2440

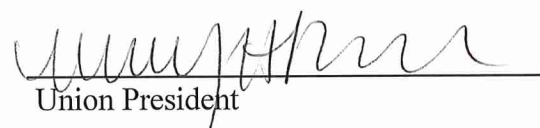
By: 

Chairperson of its County Board

By: 

Union Business Agent

  
Scott County Administrator

  
Union President

  
Employee Relations Director



## APPENDIX H

### MEMORANDUM OF AGREEMENT (Health Care Savings Plan AFSCME)

This Memorandum of Agreement is entered into between the County of Scott (hereinafter referred to as "County") and American Federation of State, County and Municipal Employees, Council No. 5, Local 2440 (hereinafter referred to as "Union").

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

**WHEREAS**, Minn. Stat. § 352.98, authorizes the County to sponsor a health care savings plan giving employees the opportunity to save money for payment of medical expenses and/or health insurance premiums after termination of public service.

**NOW, THEREFORE**, the parties agree as follows:

1. In accordance with ARTICLE 25 – Insurance, Section 1, the County will pay \$10.00 per month (\$120.00 annually) into the Health Care Savings Plan (HCSP) established through the Minnesota State Retirement System (MSRS) for each employee who is eligible for insurance benefits. MSRS administers the HCSP, and employees can draw from their Plan account in accordance with state law. This provision for the County's contribution to each employee's HCSP was last changed January 1, 2017, and will continue to be effective through December 31, 2022.

2. In accordance with MSRS requirements for a minimum two-year commitment before modifying the existing HCSP contract language, the following provisions for percent of employee pay deducted from employee paychecks and separation pay deposits into employee accounts, which were last modified January 1, 2017, will now be adjusted effective January 1, 2020, and will not be eligible for any further modification until January 1, 2022. Changes to the provisions at that time will require approval from MSRS, as well as a newly signed MOA between the County and the Union.

a. Employees with zero (0) through five (5) years of continuous service in a classified position will not be subject to payroll deductions or separation pay at the time of termination into the employee's Health Care Savings Plan.

b. Employees at the start of their sixth (6th) year through tenth (10th) year of continuous service in a classified position shall have 1% of their gross wages withheld by the County each pay period for investment into the HCSP. Employees at the start of their sixth (6th) year through tenth (10th) year of continuous service in a classified position, who are PERA retirement eligible upon separation of employment, shall also have 100% of their Separation Pay following required deductions deposited into the employee's HCSP.

c. Employees at the start of their eleventh (11th) year through nineteenth (19th) year of continuous service in a classified position shall have 1.5% of their gross wages withheld by the County each pay period for investment into the HCSP. Employees at the start of their eleventh

(11th) year through nineteenth (19th) year of continuous service in a classified position, who are PERA retirement eligible upon separation of employment, shall also have 100% of their Separation Pay following required deductions deposited into the employee's HCSP.

d. Employees at the start of their twentieth (20th) year of continuous service in a classified position through retirement shall have 2% of their gross wages withheld by the County each pay period for investment into the HCSP. Employees at the start of their twentieth (20th) year of continuous service in a classified position through retirement, who are PERA retirement eligible upon separation of employment, shall also have 100% of their Separation Pay following required deductions deposited into the employee's HCSP.

3. The management of contributed funds into the Health Care Savings Plan is the responsibility of the State Board of Investment and/or the investment provider selected by the employee for the employee's HCSP established through the Minnesota State Retirement System. The obligation of the County is to deposit funds and accrued benefits as set forth above. Pursuant to this Memorandum of Agreement, the County has no other obligations and is not responsible for other claims made regarding the Health Care Savings Plan. Investment options are the sole responsibility of each employee for their own individual HCSP account.

4. This Memorandum of Agreement represents the full and complete agreement of this matter between the parties.

**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Agreement to be executed this 17<sup>th</sup> day of March, 2020.

COUNTY OF SCOTT

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL NO. 5,  
LOCAL 2440

By: 


Chairperson of the Scott County  
Board of Commissioners

By: 

Union Business Agent

  
Scott County Administrator

  
Union President

  
Employee Relations Director



## APPENDIX I

### MEMORANDUM OF AGREEMENT (Resource Sharing)

This Memorandum of Agreement is entered into between the County of Scott (hereafter "County") and the American Federation of State, County and Municipal Employees, Council No. 5, Local 2440 (hereafter "AFSCME").

**WHEREAS**, the County and AFSCME are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

**WHEREAS**, the County Board has placed a priority on sharing resources, including human resources, in order to better staff to meet the needs of the County and its citizens within economic constraints; and

**WHEREAS**, in conjunction with resource sharing, employees in the AFSCME bargaining unit may from time to time perform snow and ice control activities and other activities that is work which is performed primarily by employees in the bargaining unit represented by the International Union of Operating Engineers, Local No. 49 (IUOE Local No. 49); and

**WHEREAS**, the parties wish to provide certain compensation for AFSCME employees when they are called upon to be engaged in snow and ice control activities or in support of snow and ice control activities or to perform other work that is primarily performed by IUOE Local No. 49 bargaining unit employees; and

**WHEREAS**, AFSCME and the County wish to avoid unnecessary encroachment on positions recognized as represented by IUOE Local No. 49.

**NOW, THEREFORE**, the parties agree as follows:

1. AFSCME employees who are directly involved in snow and ice control activities or in support of snow and ice control activities shall be paid at the rate of one and one-half (1-1/2) times the employee's base pay rate for the first five (5) hours worked between 12:01 a.m. and 7:00 a.m. during the snow and ice control season.
2. AFSCME employees who perform work on Saturdays that is work performed primarily by IUOE Local No. 49 bargaining unit employees shall be paid at one and one-half (1-1/2) times the employee's base pay rate for all hours worked on Saturdays. AFSCME employees shall be paid at two (2) times the employee's base pay rate for all hours worked on Sundays performing work that is primarily performed by IUOE Local No. 49 bargaining unit employees.
3. AFSCME employees who perform work on holidays that is work primarily performed by IUOE Local No. 49 employees shall be paid at overtime rates in accordance with ARTICLE 12, Holidays, Section 1B, except for such work performed on Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and New Year's Day for which AFSCME employees shall be paid two (2) times their base pay rate.



4. Except as described herein, AFSCME represented employee's base pay rate, while performing work that is primarily performed by IUOE Local No. 49 bargaining unit employees, shall be in accordance with the collective bargaining agreement between AFSCME and the County.

5. AFSCME represented employees who were hired prior to July 1, 2006, or whose classification description did not describe work primarily performed by IUOE Local No. 49 represented employees at the time of hire, will only be utilized for such duties on a voluntary basis.

6. AFSCME represented employees will not be regularly assigned to do the work of IUOE Local No. 49 represented employees.

7. This Memorandum of Agreement constitutes the complete and total agreement of parties regarding this matter.

**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Agreement to be executed this 17<sup>th</sup> day of March, 2020.

COUNTY OF SCOTT

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL NO. 5,  
LOCAL 2440

By: \_\_\_\_\_

Chairperson of its County Board

By: \_\_\_\_\_

Union Business Agent

\_\_\_\_\_  
Scott County Administrator

\_\_\_\_\_  
Union President

\_\_\_\_\_  
Employee Relations Director

## APPENDIX J

### MEMORANDUM OF AGREEMENT (March 2020 PTO)

This Memorandum of Agreement (MOA) is entered into between the County of Scott (hereinafter referred to as "County") and American Federation of State, County and Municipal Employees, Council No. 5, Local 2440 (hereinafter referred to as "Union").

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement (CBA) negotiated pursuant to the Public Employment Labor Relations Act (PELRA); and

**WHEREAS**, the County and the Union are parties to a CBA in effect January 1, 2020, through December 31, 2022; and

**WHEREAS**, in accordance with Article 13, Paid Time Off, all full-time and part-time eligible employees shall participate in the PTO program set forth in the Scott County Leaves of Absence Policy in effect as of November 17, 2015; and

**WHEREAS**, in accordance with Article 13, Paid Time Off, effective Monday, March 2, 2020 all full-time and part-time eligible employees shall participate in the PTO program set forth in the CBA; and

**WHEREAS**, the March 2, 2020 PTO program provides some employees, depending upon years of service, faster accrual rates; and

**WHEREAS**, effective Monday, January 6, 2020 to Monday, March 2, 2020 covers four two-week payroll periods.

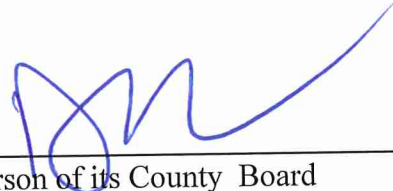
**NOW, THEREFORE**, the County and the Union agree as follows:


1. Due to the delay in implementation of the new PTO program, some employees are not provided the benefit of faster PTO accruals.
2. Effective with the Monday, March 2, 2020 through Sunday, March 22, 2020 payroll period, eligible full-time and part-time classified employees shall receive a bank of five (5) hours added to their PTO banks.
3. All other terms and conditions of the 2020-2022 CBA remain in effect.
4. This MOA represents the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed this 17<sup>th</sup> day of March, 2020.

COUNTY OF SCOTT

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL NO. 5,  
LOCAL 2440

By:   
Chairperson of its County Board

By:   
Union Business Agent

Attest:

  
County Administrator

  
Union President

  
Employee Relations Director