

CONTRACT

between

RENVILLE COUNTY, MINNESOTA

and

**LOCAL UNION NO. 1686
MINNESOTA COUNCIL NO. 65**

RENVILLE COUNTY PUBLIC WORKS DEPARTMENT

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

JANUARY 1, 2021 - DECEMBER 31, 2023

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MEMORANDUM OF CONTRACT
POLICY AND RECOGNITION

Section 1

The Renville County Board recognizes the right of its employees to organize and designate a representative of their own choosing, free from restraint, interference or coercion; and, in recognition of such right, the Renville County Board, hereinafter called the “Board”, recognizes Local Union No. 1686, Minnesota Council 65, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the “Union,” as the exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the Public Works Department.

Section 2

The employees recognize an obligation to Renville County to render honest and efficient performance of duties in accordance with policies established by the Board and the County Administrator.

Section 3

The Union shall be permitted to use the employee bulletin boards located on the premises for the posting of meeting notices and noncontroversial matters of interest to the employees.

Section 4

Representatives of the union shall have access to the premises of the Board at reasonable times and subject to reasonable rules to investigate grievances or to hear problems with which there is concern, provided permission is received from the County Administrator or designee. The decision to judge rules as reasonable or unreasonable is reserved by the Board.

ARTICLE I
UNION SECURITY

Section 1

The Employer agrees to deduct bi-weekly on the first and second payroll of the month, the dues of the employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to AFSCME Council 65, 3335 W St Germaine St, Ste 107, St Cloud MN 56301 after such deductions are made.

The Union shall provide standard authorized cards for deduction of dues.

The Union shall indemnify the Employer and any department or agency of the Employer and hold it harmless against any and all claims, demands, suits, or other forms of liability, that may arise out of, or by reason of, any action taken by the Employer or department or agency of the Employer for the purpose of complying with the provisions of this Section.

Section 2

No discrimination shall be exercised against any employee because of Union or non-Union membership or because of race, creed, color, sex or political belief.

ARTICLE II
HOURS OF WORK

Section 1

The regular work week for full-time employees shall be forty (40) hours, five (5) eight-hour days, 8:00 AM to 4:30 PM, including a one-half (1/2) hour unpaid lunch period. The County reserves the right to adjust starting and ending times to accommodate departmental needs. The work week is defined as beginning at 12:00 AM on Saturday and continuing until 11:59 PM on Friday. Management reserves the right to vary work hours according to department need. By mutual agreement between an employee and the applicable appointing authority, alternative regular work schedules may be established to meet the needs of a department, the public, or the employee(s). Such alternative regular work schedules shall be placed in writing, signed by the employee(s) and the applicable appointing authority and submitted to the Employer and Union not less than ten (10) working days prior to taking effect.

Section 2

Each regular employee, to the extent practicable, each regular work day shall have a one-half (1/2) hour lunch period, unpaid, at the middle of the day, and two (2) rest periods, one before lunch and one in the afternoon, of fifteen (15) minutes each.

Employees shall be allowed to take one of their available fifteen (15) minute breaks in conjunction with their lunch break.

Section 3

Employees called back to the job after having completed their regular day's work shall be paid a minimum of two (2) hours at time and one-half (1½) rates.

Employees called in to work on Saturday shall receive a minimum of two (2) hours of compensation at straight time.

Section 4

Overtime pay will be at one and one-half times the employee's regular rate of pay, which is determined by dividing the total pay in any work week by the total hours worked in the week. Overtime is based on hours worked in excess of forty (40) hours in a seven-day work week. Compensatory time, vacation time, wellness day, and leave without pay are not counted in calculating overtime hours.

Section 5

Hours worked on Sunday shall be paid at the rate of double (2 times) the employee's regularly hourly rate.

Section 6

When an employee begins work prior to 8:00 AM (due to inclement weather), the employee shall be paid one and one-half (1½) times the employee’s hourly rate for all such hours. The employee working regular hours from 8:00 AM up to 4:30 PM, if assigned to work by the Employer, shall be paid at the employee’s straight time rate. An employee reporting to work prior to 8:00 AM may be sent home after the completion of eight (8) hours of work in the event the Employer determines there is not sufficient work that needs to be performed.

Section 7

Employees who qualify as “non-exempt” under the Fair Labor Standards Act, may upon agreement in advance of their department head or supervisor, in lieu of overtime compensation payments earn compensatory time at the rate of one and one-half (1½) hours for each hour of employment for which overtime compensation is required. Except where expressly authorized by the County Administrator or designee, compensatory time can only be accrued to a total of eighty (80) hours for any employee. Except as authorized above, compensatory time over the eighty (80) hour limit will not be approved. Employees shall use compensatory time before using vacation time when taking time off from work other than for reasons of illness. An exception will be made only if the employee’s accrued vacation is at 228 hours or more. The use of compensatory time is subject to the ruling of the United States Supreme Court in Christensen v. Harris County, 529 U.S. 576 (2000). Any requests for compensatory time off must be expressly approved by the Employer. Compensatory time for employees must be reduced to forty (40) hours by the last pay period of the calendar year.

Section 8.

Upon the completion of the 10th year of continuous service, and every five (5) years thereafter, employees shall be granted one longevity vacation day added to their vacation bank, and subject to regular vacation policies. (One day shall equal the employee’s weekly scheduled hours divided by five.)

ARTICLE III
VACATIONS

Section 1

Each employee shall earn vacation with pay on the following basis:

1st year through 5th year of service	8 hours per month 96 hours per year
Beginning in the 6th year of service through the 10 th year of service	10 hours per month 120 hours per year
Beginning in the 11th year of service through the 15th year of service	12 hours per month 144 hours per year
Beginning in the 16 th year of service through the 20 th year of service	14 hours per month 168 hours per year

Beginning in the 21th year of service and thereafter

16 hours per month
192 hours per year

Vacation must be accrued before it can be taken. Vacation accrual occurs for all employees at the end of the first and second payroll dates of each month.

Section 2

Regular part-time employees will earn vacation on a prorated basis. On-call, emergency, summer youth, interns, or temporary employees do not accrue and are not eligible to take paid vacation.

Each employee having vacation leave with pay to his credit, in accordance with the foregoing provision, desiring to take vacation leave, shall make application for vacation leave. The Department Head shall approve said application, as soon as reasonably possible after receipt, if it will not seriously affect the services of the department. Vacation leave may be taken in no less than one-quarter hour increments.

Section 3

Employees shall be allowed to carry forward from year to year a maximum accrual of 240 hours of unused vacation. Vacation leave in excess of two hundred forty (240) hours at the end of the last pay period of the calendar year (December 24, 2021, December 23, 2022, and December 22, 2023) will automatically be forfeited.

Section 4

Employees with twelve (12) or more consecutive months of employment with the County and who have successfully completed their probationary period shall, upon giving two (2) weeks notice, and in good standing, be paid upon separation of service, as severance pay, for any vacation leave accrued, with a total accrued limit of 240 hours to the employee's credit. The last day of employment shall be the last day physically worked.

ARTICLE IV HOLIDAYS

Section 1 (1990)

Each employee shall receive eleven (11) holidays with pay per calendar year. The eleven (11) recognized holidays are:

New Year's Day	Memorial Day	Veterans Day
Martin Luther King Day	Independence Day	Thanksgiving Day
Presidents Day	Labor Day	Friday after Thanksgiving
Good Friday (1/2 day)	Christmas Day	Christmas Eve (1/2 day) (if on a working day)

provided that when New Year's Day, Independence Day, Veterans Day or Christmas Day fall on a Saturday, the preceding Friday will be a holiday; and provided that when New Year's Day,

Independence Day, Veterans Day or Christmas Day fall on a Sunday, the following Monday will be the holiday.

Section 2

Regular full-time employees shall receive eight (8) hours pay at regular rates for any holiday. If an employee is required to work on any holiday, the employee shall be paid at time and one-half (1½) the regular rate for hours worked in addition to the eight (8) hours holiday pay.

Section 3

No work on a holiday shall be performed without the express approval of the Department Head or in cases of emergency beyond the control of the employee. Time cards shall state the reasons for such emergency overtime work.

Section 4

Holidays for part-time employees shall be prorated (hours regularly scheduled per week/40 hours).

ARTICLE V
SICK LEAVE

Section 1 (1990) (1997) (2020)

Each employee shall earn sick leave with pay at the rate of eight (8) hours for each full month of service or major fraction thereof. Regular part-time employees shall be eligible for sick leave on a pro-rated basis. On-call, emergency, summer youth, interns, or temporary employees do not accrue and are not eligible to take paid sick leave. Unused sick leave shall accumulate to an employee's credit to a maximum of one hundred twenty (120) working days or nine hundred sixty (960) working hours.

Any accumulation of sick leave over one hundred twenty (120) days/nine hundred sixty (960) hours will be placed in a banked account to be used prior to depleting the one hundred (120) days/nine hundred sixty (960) hours of regular sick leave; however, no severance pay shall be paid sick leave days in the banked account upon termination from employment beyond the 120 days in Article VII.

Section 2

Employees may use sick leave for the following, in compliance with MN Statute 181.943:

- a. Illness or injury to the employee causing absence from work;
- b. Need by employee for acute medical or dental care, which cannot be obtained after working hours;
- c. Illness or injury to members of the immediate family; spouse, mother, father, spouse's mother/father, brother, sister, son, daughter, grandparent, or grandchild or a child under the age of 18 years (up to 21 years of age if attending high school) living in the home and under the care of the employee in a non-professional relationship; Per 2013 statute, immediate family includes adult children.
- d. Employees shall be allowed to use any combination of paid or unpaid leave time for the purpose of maternity/paternity adoption leave to a maximum of three (3) months. Except in the case of medical necessity or by prior approval of the Department Head, said leave

- shall begin no more than three (3) months prior to the expected date of birth or adoption and shall extend no more than three (3) months following the date of birth or adoption.
- e. An employee may use sick leave for themselves or for the relatives listed in paragraph 3 above, for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking as defined in 181.493 (as amended).
 - f. To provide care based on a health care directive filed with Human Resources; all such time must be pre-approved by the employee's supervisor.

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

Section 3

When an employee is unable to report for work because of illness or injury or because of death in the immediate family, the employee shall report to the immediate supervisor, or cause to be reported, early enough so that arrangements may be made to carry on his/her work.

Section 4

The Department Head, or County Administrator, may at any time require evidence of the nature and extent of an injury or the condition of any employee during illness. This may include a signed statement from the employee's physician. The employee may be required to submit a doctor's statement after three (3) days absence or when the Supervisor believes sick leave abuse has occurred.

Section 5

Employees shall be granted, upon separation by retirement, any accrued sick leave to the employee's credit as severance pay, paid at the rate of fifty percent (50%) of his/her hourly rate at such time of termination of employment (not to exceed 480 hours paid out). In the event of death of an employee, the applicable severance benefits shall be paid to the estate of the employee. Upon voluntary separation from service, in good standing, after four (4) years, employees shall be eligible for twenty-five percent (25%) of accrued sick leave. (Employees with more than 15 years of service should refer to Article VII.)

Section 6

A complete physical examination may be required of all new employees. Physical examinations may be required by the Department Head in subsequent years.

Section 7

If an employee receives a job-related sickness or injury and is eligible for Worker's Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Worker's Compensation and the employee's regular wage, not to exceed the base wage rate of the employee. The difference will be charged to the employee's accumulated sick leave, vacation leave, or other accumulated leave time, providing the employee chooses to receive his/her full salary. Vacation and sick leave shall continue to accrue during the absence. An employee shall continue to accrue seniority for a period of one (1) year from the date the absence begins in accordance with Minn. Stat., 176.102.

Section 8 Wellness Day

Regular full-time employees who, during the course of one calendar year (employed from January 1 thru December 31), use sixteen (16) hours (two eight-hour days) or less of sick leave will be awarded one (1) day (8 hours) of vacation time the following year as a “wellness day.”

ARTICLE VI OTHER LEAVES

Section 1

County employees may be entitled to leave of absence with pay for military service, including training in the National Guard or Reserves, consistent with Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) (as amended) and Minnesota Law, including, but not limited to Minnesota statutes, chapter 192 (as amended).

Section 2

An employee who enters the Armed Forces of the United States by way of induction shall be granted a leave of absence without pay for the duration of service. If the employee returns to the employ of the Employer within thirty (30) days after honorable discharge from the service, he shall receive all benefits and shall retain his seniority that he had upon induction. The employee so returning from service shall exercise his seniority in his former department, releasing from highway service the present lowest ranked member of that department.

Section 3

A leave of absence shall be granted with full pay for service on any jury, appearance before a court, administrative hearing officer, legislative committee or other body as a witness in a proceeding involving the Federal Government, State of Minnesota, or a political subdivision thereof, in response to a subpoena order of the court, administrative hearing officer, legislative committee or other judicial or quasi-judicial body, when such appearance is directly related to the employee’s job duties, as confirmed by their supervisor. .

In case of jury duty, the employee’s compensation from the Employer shall be paid in full upon receipt from the employee all compensation paid from jury duty, less mileage and meal allowances. In the case the judge has dismissed the jury or juror for any reason, the employee will be allowed a reasonable time to report back to work, the reasonable time to be in the judgment of the immediate supervisor.

Section 4

No employee shall absent himself from duty without permission granted by the Employer. Any employee absenting himself from duty without permission will be subject to disciplinary action, including suspension or dismissal. After three (3) days of such absence, the Employer may declare the position vacant.

Section 5

A maternity/paternity or adoption leave of absence without pay will be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to three

(3) months. Maternity/paternity or adoption leave may qualify for sick leave days as listed under Article V, Sick Leave, Section 2, of this Contract.

Section 6

Election day and bone marrow donation leave shall be granted with pay as provided by Statute and in accordance with the Employer's personnel policies.

Parental leave, industrial accident leave, elected office leave, short term (five day) personal leave, education leave of absence, and family medical leave are provided as paid or unpaid leaves in accordance with statutory requirements and the Employer's personnel policies.

Section 7 Voluntary Leave Without Pay (LWOP)

Voluntary leave without pay (LWOP) of up to forty (40) hours per year may be offered to employees, after exhausting their available compensatory time, subject to approval by the Department Head.

LWOP may be approved by the Department Head up to a maximum of one (1) week (40 hours) per calendar year. Department Heads may grant LWOP requests when they determine such leave is not incompatible with their staffing requirements. A Department Head retains discretion to place priority on requests for vacation leave from one employee above requests for LWOP from another employee.

Employees may take leave without pay even though they have an existing balance of vacation, or sick leave accumulations. However, the maximum accrual for vacation time will remain unchanged.

Renville County will continue its regular contribution to the employee health and life insurance premiums, even if an employee on LWOP does not have earnings during a pay period. The employee, while on LWOP, remains responsible for his/her benefit and insurance premium contributions.

Employees on leave without pay will continue to accrue vacation, seniority and sick leave benefits for up to one (1) week (40 hours) per calendar year as though they were on regular pay status.

Employees on LWOP will receive holiday benefits for holidays as described in the contract that fall within their leave without pay.

A LWOP request needs to be referenced on the employee's time sheet in the pay period, in which it is taken, the number of hours used as LWOP and the date used. When a LWOP request is made, the employee, along with the Department Head, needs to make sure LWOP has not exceeded 40 hours.

Section 8

An employee may request an extended leave of absence, without pay, for a period not to exceed twelve (12) months, inclusive of all FMLA and other leave, during which the employee's seniority standing will stay status quo. A written request stating the reasons for and the time requested, must be submitted to the Department Head, with a copy sent to the County Administrator's office.

Permission granted must come from the County Administrator. Reasons for such requests shall be for health reasons, either physical or mental.

Section 9

Regular full-time and part-time employees shall be paid for absence during a regularly scheduled work day in the event of a death of their parent, spouse, life partner, significant other, child, foster child, brother or sister (including half or step siblings), grandparent, grandchild, step parent, step child, father or mother-in-law, sister or brother-in-law, son- or daughter-in-law, aunt, uncle, niece, or nephew. (Note: This does not include grandparent, step-parent, step-child, aunt, uncle, niece, or nephew of the employee’s spouse.) Should the death of a relative occur while an employee is on vacation, the employee’s supervisor should be notified so that the necessary time off will be charged to bereavement leave. An employee may be absent and compensated for such absence up to the number of days stated in the following table:

Death of:	Number of Paid Days
Parent, Spouse, Life Partner, Significant Other, Child, Foster Child, or Step-Child	Up to 5
Brother or Sister (including half or step siblings, Grandparent, Grandchild, Step Parent, Father or Mother-in Law, Sister or Brother-in-Law) <u>Son-in-Law or Daughter-in-Law</u>	Up to 3
Aunt, Uncle, Niece, Nephew	Up to 1

Pay for each day of bereavement leave taken will be made at employee’s current rate of pay. (One day of bereavement leave shall equal the employee’s weekly scheduled hours divided by five.)

When deciding upon the number of days the employee will be absent from work, the supervisor should consider the following:

1. The closeness of the employee’s relationship to the deceased.
2. The employee’s responsibility for handling funeral arrangements.
3. The need for out-of-town travel.

A supervisor may authorize additional use of sick leave, vacation leave, or accrued compensatory time upon request.

ARTICLE VII
MINNESOTA STATE RETIREMENT SYSTEM

Section 1. Health Care Savings Plan and Sick Time Severance.

Employees leaving employment who meet the age and service requirements necessary to be eligible for early or full PERA (Public Employees Retirement Association) retirement benefits shall have 50% of their available sick time up to 120 days (480 hours max) deposited to the employee’s Health Care Savings Plan through the Minnesota State Retirement System, to the extent permitted by applicable law.

ARTICLE VIII

SENIORITY

Section 1

For purposes of this Agreement, seniority shall be defined as follows:

1. County seniority shall be the length of continuous regular employment with the Employer. Seniority will not be effected by those employees who chose to use the annual forty (40) hour leave without pay (LWOP).
2. Classification seniority shall be continuous length of regular employment in a particular classification within the Department.

Continuous service shall be broken only by voluntary resignation, dismissal for cause, or being absent without permission for a period of three (3) working days. An employee who is found to have been unjustly suspended or terminated shall not suffer a break in seniority. Absence due to service in any branch of the military shall not constitute a break in seniority. Employees shall be credited with one (1) year of seniority for every twelve (12) continuous months in compensated status.

Section 2

Seniority shall be granted to all employees in a particular classification within the Department. A new employee hired shall be considered in a probationary period for the first twelve (12) months of employment. When an employee finishes the probationary period, the employee shall be entered on the seniority list of the Department and shall rank for seniority from his last date of hire by classification within the Department. Employees promoted by Renville County shall serve a three (3) month trial period.

Section 3

The seniority list, on the date of this Agreement, shall show the name and job title of all employees of the Department. The Employer shall maintain an up-to-date seniority list and will provide the Union with an up-to-date copy annually, said copy to include the names of probationary employees.

Section 4

Any vacancy or new regular job opening within the bargaining unit shall be posted in conspicuous places where employees work, for a period of ten (10) working days. Vacancies shall be filled by the Human Resource Officer with input and recommendation by the Department Head. At the expiration of the posting period, the job will be filled from the most qualified applicant as determined at the sole discretion of the County.

Section 5

In the event of lay off, probationary, temporary, seasonal, and casual employees within classification will be laid off prior to layoff of regular full-time or part-time bargaining unit employees. Layoff of regular full-time and part-time employees shall be by classification seniority within the Department provided that the employee is qualified as determined by the Employer to perform all the work that remains. The Employer shall give ten (10) days written notice prior to the effective date of the layoff.

Section 6

A regular employee being laid off from the bargaining unit, retains right of recall for a period of one year. Employees shall be recalled from layoff according to classification seniority within the Department. Notice of recall shall be sent to the employee at the employee's last known address on file with the Employer by certified mail. Failure by an employee to return to work as directed by the Employer in the recall notice shall be considered as a resignation. It shall be the responsibility of the employee on layoff status to maintain on file with the County Human Resource Officer the employee's most current address and phone number.

ARTICLE IX DISCIPLINE AND DISCHARGE

Section 1

All new employees are considered to be on probation for a period of twelve months, unless extended, during which time they may be discharged without cause. After the said period, they shall be considered as regular employees and shall be discharged only for just cause. Disciplinary action shall be one or more of the following forms:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

Both the Employer and the Union agree that the above listed types of discipline are not to imply a sequence of events.

Section 2

If an employee does not grieve a disciplinary action within the time limits set forth in Article X, Grievance Procedure, the employee's right to grieve such a disciplinary action shall be considered waived. In the event of an employee discharge, the grievance process shall begin at Step 3.

Section 3

To the extent practicable, the reprimand of an employee shall be done in a manner which will not embarrass the employee before other employees or the public.

Section 4

Written reprimands, suspensions, demotions and discharges will be in written form and shall be grievable pursuant to the grievance procedure of the collective bargaining agreement.

Section 5

Written reprimands, notice of suspension and notices of discharge that are to become part of an employee's personnel file shall be read and acknowledged by signature of employee. Employees shall receive a copy of such reprimand and/or notices within a reasonable time. Upon written authorization by the employee, a copy will be forwarded to the business agent.

Section 6

Employees may examine their individual personnel files at reasonable times under the direct supervision of the Employer.

Section 7

An employee shall be allowed Union representation during the questioning of that employee or if the employee is being investigated regarding a matter that may lead to disciplinary action.

ARTICLE X
GRIEVANCE PROCEDURE

Section 1 Definitions:

“Grievance” means a dispute or disagreement as to the interpretation or application of any term or terms of this contract.

“Days” means calendar days, excluding Saturday, Sunday and legal holidays as defined by Minnesota Statutes.

“Service” means personal service or by Certified Mail.

“Reduced to Writing” means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

“Small Group of Employees” means a group of employees consisting of five (5) or less.

“Answer” means a concise response outlining the Employer’s position on the grievance.

Step 1 Whenever an employee or small group of employees has a grievance, he or they shall meet on an informal basis with the immediate supervisor in an attempt to resolve the grievance within ten (10) working days of his or their knowledge of the occurrence giving rise to the grievance. The immediate supervisor shall serve an answer to the employee or small group of employees within ten (10) working days.

If the grievance involves and affects more than five (5) employees, the grievance shall be reduced to writing and initiated at Step 2.

Step 2 In the event the grievance is not satisfactorily resolved at Step 1, or initiated at Step 2, the grievance shall be reduced to writing and served upon the County Administrator by the steward and/or the Union Grievance Committee, or the exclusive representative, within five (5) working days of the time the answer from the immediate supervisor is due, or, if it is initiated herewith, within ten (10) working days of the Union’s knowledge of the occurrence. The County Administrator shall attempt to resolve the grievance and shall serve an answer to the Grievance Committee or the exclusive representative within ten (10) working days.

Step 3 In the event no settlement has been resolved at Step 2, the grievance shall be presented to the County Board of Commissioners by the Union Committee and/or the exclusive representative within fifteen (15) working days of the time the answer was due from the County Administrator. A meeting between the Union Grievance Committee, the exclusive representative, and the County Board shall be scheduled within ten (10) working days after the presentation. The parties shall attempt to resolve the grievance, and the County Board shall serve an answer, in writing, to the exclusive representative within fifteen (15) working days following the meeting. If a resolution of the grievance results at Step 2 or Step 3, the parties shall reduce the resolution to writing, and both parties shall sign the memorandum.

In the event no settlement has been reached at Step 3, either party may, by mutual agreement, request mediation of the grievance by an officer of the Bureau of Mediation Services, and, in addition either party may request arbitration by serving on the other party notice of their intention to proceed with arbitration.

Step 4 Within fifteen (15) days from time of response in Step 3 or from the mediation session if mutually agreed to, the employee may appeal the arbitrator. The Employer and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree upon an arbitrator within five (5) working days after submission to arbitration, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Bureau shall be made up of qualified arbitrators who have submitted an application to the Bureau. From this list, each party shall, in turn, strike one name until one name remains. The grieving party shall strike first. The remaining arbitrator shall hear and decide the grievance. A hearing shall be held promptly by the arbitrator, and a decision shall be rendered by the Arbitrator within thirty (30) days after the date of the hearing.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted by the Employer and Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of law, rules, or regulations that have the force and effect of law.

The fees and expenses for the Arbitrator's services and proceedings shall be borne equally between the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing that it pays for the record. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

Section 2

Processing of all grievances shall be during the normal work day whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the Employer; or,
- b. If the number of persons participating on behalf of the Employer is less than three, three employees may still participate in the proceedings without loss of wages.

Section 3

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. 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 upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof, within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended upon mutual written agreement of the Employer and the Union.

Section 4

Union stewards appointed or elected by the Union from among employees of the County shall be recognized by the County as representatives of employees. The Union shall notify the County of, and supply a current list of, its stewards. Such stewards shall have the right to leave their jobs during working hours for the purpose of reviewing and/or investigating grievances or to attend grievance meetings, not to exceed one (1) hour in any one given week unless otherwise expressly approved by the County Administrator or designee.

Section 5

Any matters governed by statutory provisions, except as expressly provided for in this Agreement, shall not be considered grievances under this Agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee shall be limited to one procedure through which remedy may be sought. The aggrieved employee shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee from making a subsequent appeal under any other procedure.

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 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, this paragraph shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE XI
CLOTHING/EQUIPMENT ALLOWANCE

Section 1 Steel-toed Boots

The County will provide employees designated by the department head with up to \$100.00 on an annual basis for the purchase of steel toed boots upon the submission of a valid receipt.

Any dollar amount designated for the annual purchase of steel-toed boots, and not used during the calendar year, will be allowed to “roll-over” to the next calendar year. A total of \$300 will be available over the term of the contract. Employees hired after January 1, 2021 will receive \$100 for each year left in the contract.

In the event that the boots are damaged in a work-related accident, and unable to be worn, the Department Head or Maintenance Supervisor will determine on a case-by-case basis whether the boots need to be replaced. If it is determined that the boots need to be replaced, the employee will receive \$100.00 towards the replacement of the boots, to be reimbursed upon the submission of a valid receipt. Footwear damaged or destroyed due to the employee’s negligence is the responsibility of the employee, and no reimbursement will be made in such a case.

All clothing and boots purchased by the county for staff use shall be left at the worksite.

ARTICLE XII
SALARY SCHEDULES

Section 1

Employees shall be compensated at an hourly rate according to the attached salary schedule, marked “Appendix A”, which is made a part of this Contract. The amount of time that an employee works is established in fifteen (15) minute increments.

Effective January 1, 2021 – 2%

Effective January 1, 2022 – 2%

- Up to 0.25% payscale progression Jan. 1 for employees who have passed their initial probationary period (not to exceed the max of the payscale).

Effective January 1, 2023 – 2%

- Up to 0.50% payscale progression Jan. 1 for employees who have passed their initial probationary period (not to exceed the max of the payscale).

**In no event shall compensation be paid above the max of payscale (i.e., no “Misc Pay”)*

Employees at the Maximum of the Payscale:

- Effective 7/10/21, the County shall contribute 0.5% of gross wages each pay period into the MSRS HCSP of employees who are at the maximum of the payscale as of January 1, 2021.

- Effective 1/01/22, the County shall contribute 0.5% of gross wages each pay period into the MSRS HCSP of employees who are at the maximum of the payscale as of January 1, 2022.
- Effective 1/01/23, the County shall contribute 0.5% of gross wages each pay period into the MSRS HCSP of employees who are at the maximum of the payscale as of January 1, 2023.

Any employment status change resulting in an employee no longer being at the maximum of the payscale for their grade will result in the immediate discontinuance of this contribution.

Merit Based Increase

Effective the first full pay period in July, employees who have passed probation and who are not at or beyond the max of the payscale shall receive between 1/3 to 1 2/3% merit based increase (not to exceed the Max of the payscale). Employees who are on probation as of the first day in the first full pay period in July and who complete probation prior to the end of the calendar year shall receive their merit based increase on the first day of the pay period following their successful completion of probation.

Section 2

The Employer agrees to provide Public Works employees with life insurance and hospital-medical-surgical insurance including major medical coverage. Such policy or policies will be the one(s) approved by Renville County and the Union and will cover the employee and his/her dependents. The Employer shall pay \$758.04 towards the premium for single health insurance coverage for full-time employees. Any additional costs for such coverage shall be paid by the employee through payroll deduction. For full-time employees participating in Renville County's group family health insurance plans, the County shall contribute \$1,508.88. Any additional costs for such coverage shall be paid by the employee through payroll deduction. Any excess contribution shall be directed toward employee's Health Savings Account or VEBA and deposited monthly.

Annually thereafter, the Employer's contributions will be revised consistent with the above noted formula which splits equally the increase in premium or rebate between the county and the employee.

The Employer shall pay the entire cost of the premium for a \$20,000 life insurance policy for each full and part-time employee scheduled to work thirty (30) or more hours per week.

Section 3

The Employer's Flexible Spending Account Plan is hereby offered to those employees who choose to participate in the Plan.

The Employer shall permit retiring employees who are eligible for retirement pursuant to PERA and their dependents, if covered by County insurance immediately prior to the employee's retirement, to continue to participate in the employer sponsored group health plan. The retiree shall pay the entire cost of such coverage in accordance with Minnesota Statutes.

Section 4

Part-time employees regularly scheduled to work thirty (30) hours or more per week shall be entitled to medical insurance benefits on a prorated basis.

ARTICLE XIII
GENERAL PROVISIONS

Section 1 Savings Clause

In the event that any provision, phrase or clause of this Contract shall at any time be declared invalid by any court of jurisdiction, the decision shall not invalidate the entire Contract. The parties may, by mutual agreement, enter into negotiations to place the voided provision, phrase or clause in compliance with said decision.

Section 2

A Labor-Management Committee meets for the purpose of discussing, exploring, and considering noncontractual matters of mutual concern to the parties.

Section 3 Inclement Weather Days

Inclement weather days missed shall be taken as sick leave, vacation leave, earned compensatory time taken, or leave without pay as determined by the employee. The hours missed shall be charged against the appropriate category. In the event that an employee is late for work due to inclement weather and that employee reports to work within two hours after the employee's expected starting time or, in no event later than 10:00 AM, the employee will be excused with pay provided the school district of the employee's residence and/or the BOLD District has delayed or postponed school on that day. In the event an employee works beyond his/her normal ending time, the hours not worked prior to 10:00 AM cannot be used to accrue comp time (or overtime). An employee arriving more than two hours after the start of the employee's expected shift or at 10:01 AM or later must use accrued leave, compensatory time, or unpaid time for the time he/she missed, as described above. This provision shall apply only to Landfill and Office employees.

Section 4

This Agreement shall represent the complete agreement between the Union and the Employer. 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 the complete understanding of any agreements arrived at by the parties after 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 waive the right and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIV
MANAGEMENT RIGHTS

Section 1

The Union recognizes the right of the County to organize, operate, and manage its affairs and all departments in all respects in accordance with its responsibilities, and the powers or authority which the County has not officially abridged, delegated or modified by the Contract is retained by the County.

The County reserves the right to discipline or discharge for cause. The County reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond control of the County or where such continuation of work could be wasteful and unproductive. The County shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

The County reserves the right to take whatever actions may be necessary to carry out the missions of the agency in situations of emergency.

Section 2

The prerogatives and authorities which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

Section 3

Nothing in this Agreement shall restrict the right of the Employer to contract out bargaining unit work. In the event the Employer elects to contract out bargaining unit work that will result in the displacement of bargaining unit employees, the Employer will provide to the Union a minimum of thirty (30) days written notice. The Union may elect to request that the Employer meet and confer regarding the impact on displaced employees.

MODIFICATION AND/OR TERMINATION

This Agreement shall be effective on the 1st day of January, 2021, and shall remain in full force and effect through the 31st day of December, 2023 and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other party in writing ninety (90) days prior to date of expiration that it desires to modify this agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS THIS 27th day of April, 2021.

FOR RENVILLE COUNTY BOARD
OF COMMISSIONERS

Bob Fox
Bob Fox, Board Chair

Lisa Herges
Lisa Herges, County Administrator

FOR LOCAL UNION 1686, COUNCIL 65
AFSCME, AFL-CIO

Joe McMahon
Joe McMahon, Staff Representative

APPENDIX A

2021 Pay Scale						
<i>2% general adjustment</i>						
Grade	Salary based on 2080 hrs/year			Hourly Rate		
	Min	Mid	Max	Min	Mid	Max
1	30,451.20	36,358.40	42,244.80	14.64	17.48	20.31
2	32,260.80	38,521.60	44,782.40	15.51	18.52	21.53
3	34,216.00	40,851.20	47,486.40	16.45	19.64	22.83
4	36,275.20	43,305.60	50,336.00	17.44	20.82	24.20
5	38,417.60	45,864.00	53,310.40	18.47	22.05	25.63
6	40,747.20	48,630.40	56,513.60	19.59	23.38	27.17
7	43,201.60	51,584.00	59,945.60	20.77	24.80	28.82
8	45,760.00	54,662.40	63,544.00	22.00	26.28	30.55
9	48,526.40	57,928.00	67,329.60	23.33	27.85	32.37
10	51,459.20	61,422.40	71,385.60	24.74	29.53	34.32
11	54,516.80	65,104.00	75,670.40	26.21	31.30	36.38
12	57,782.40	69,014.40	80,225.60	27.78	33.18	38.57
13	61,256.00	73,153.60	85,030.40	29.45	35.17	40.88
14	64,958.40	77,542.40	90,126.40	31.23	37.28	43.33
15	68,827.20	82,201.60	95,555.20	33.09	39.52	45.94
16	72,966.40	87,110.40	101,254.40	35.08	41.88	48.68
17	77,334.40	92,331.20	107,328.00	37.18	44.39	51.60
18	81,972.80	97,884.80	113,776.00	39.41	47.06	54.70
19	86,923.20	103,771.20	120,598.40	41.79	49.89	57.98
20	92,123.20	110,011.20	127,878.40	44.29	52.89	61.48
2022 Pay Scale						
<i>2% general adjustment</i>						
Grade	Salary based on 2080 hrs/year			Hourly Rate		
	Min	Mid	Max	Min	Mid	Max
1	31,054.40	37,086.40	43,097.60	14.93	17.83	20.72
2	32,905.60	39,291.20	45,676.80	15.82	18.89	21.96
3	34,902.40	41,683.20	48,443.20	16.78	20.04	23.29
4	37,003.20	44,179.20	51,334.40	17.79	21.24	24.68
5	39,187.20	46,779.20	54,371.20	18.84	22.49	26.14
6	41,558.40	49,608.00	57,636.80	19.98	23.85	27.71
7	44,075.20	52,624.00	61,152.00	21.19	25.30	29.40
8	46,675.20	55,744.00	64,812.80	22.44	26.80	31.16
9	49,504.00	59,092.80	68,681.60	23.80	28.41	33.02
10	52,478.40	62,649.60	72,820.80	25.23	30.12	35.01
11	55,598.40	66,393.60	77,188.80	26.73	31.92	37.11
12	58,947.20	70,387.20	81,827.20	28.34	33.84	39.34
13	62,483.20	74,609.60	86,736.00	30.04	35.87	41.70
14	66,248.00	79,102.40	91,936.00	31.85	38.03	44.20
15	70,200.00	83,844.80	97,468.80	33.75	40.31	46.86
16	74,422.40	88,857.60	103,272.00	35.78	42.72	49.65
17	78,873.60	94,182.40	109,470.40	37.92	45.28	52.63
18	83,616.00	99,840.00	116,043.20	40.20	48.00	55.79
19	88,670.40	105,851.20	123,011.20	42.63	50.89	59.14
20	93,974.40	112,216.00	130,436.80	45.18	53.95	62.71

2023 Pay Scale						
<i>2% general adjustment</i>						
Grade	Salary based on 2080 hrs/year			Hourly Rate		
	Min	Mid	Max	Min	Mid	Max
1	31,678.40	37,814.40	43,950.40	15.23	18.18	21.13
2	33,571.20	40,081.60	46,592.00	16.14	19.27	22.40
3	35,609.60	42,515.20	49,420.80	17.12	20.44	23.76
4	37,752.00	45,052.80	52,353.60	18.15	21.66	25.17
5	39,977.60	47,715.20	55,452.80	19.22	22.94	26.66
6	42,390.40	50,585.60	58,780.80	20.38	24.32	28.26
7	44,948.80	53,664.00	62,379.20	21.61	25.80	29.99
8	47,611.20	56,867.20	66,102.40	22.89	27.34	31.78
9	50,502.40	60,278.40	70,054.40	24.28	28.98	33.68
10	53,518.40	63,897.60	74,276.80	25.73	30.72	35.71
11	56,700.80	67,724.80	78,728.00	27.26	32.56	37.85
12	60,132.80	71,801.60	83,470.40	28.91	34.52	40.13
13	63,731.20	76,107.20	88,462.40	30.64	36.59	42.53
14	67,579.20	80,683.20	93,766.40	32.49	38.79	45.08
15	71,614.40	85,529.60	99,424.00	34.43	41.12	47.80
16	75,920.00	90,625.60	105,331.20	36.50	43.57	50.64
17	80,454.40	96,054.40	111,654.40	38.68	46.18	53.68
18	85,280.00	101,836.80	118,372.80	41.00	48.96	56.91
19	90,438.40	107,952.00	125,465.60	43.48	51.90	60.32
20	95,846.40	114,441.60	133,036.80	46.08	55.02	63.96

MEMORANDUM OF AGREEMENT
Summer Work Schedule

This Memorandum of Agreement is entered into between the County of Renville (hereafter "County") and AFSCME Council 65, Local No. 1686 (hereafter "Union") representing employees in the Highway unit.

WHEREAS, the County and the Union are parties to a collective bargaining agreement, dated January 1, 2021 through December 31, 2023; and

WHEREAS, the County and the Union desire to reach an agreement relating to a four (4) day, ten (10) hour per day work schedule during the summer.

NOW, THEREFORE, the parties hereto have agreed as follows:

1. From Memorial Day until the Friday prior to Labor Day, hours of work shall be four (4), ten (10) hour day, Monday through Thursday. Starting time shall be 7:00 a.m. on all days. The work day shall end at 5:30 PM and include a one-half (1/2) hour unpaid lunch period.

This MOA shall only apply to the Highway Maintenance Workers and Lead Highway Maintenance Workers.

2. Overtime compensation shall be paid in accordance with Article II Section 4 of the Public Works Department union contract.
3. When a holiday occurs during a week included in this schedule, employees shall be assessed two (2) hours of vacation pay or compensatory time to make up the difference in holiday pay.
4. When an employee uses a vacation or sick day, the employee shall be assessed ten (10) hours per day.
5. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

IN WITNESS WHEREOF, this Memorandum of Agreement has been executed on the dates set forth below by the respective signatures.

FOR RENVILLE COUNTY BOARD
OF COMMISSIONERS



Bob Fox, Board Chair

Dated: 5/11/21

FOR LOCAL UNION 1686, COUNCIL 65
AFSCME, AFL-CIO



Joe McMahon, Staff Representative

Dated: 5/11/21

MEMORANDUM OF AGREEMENT
Mid-Year Position Changes Affecting Health Insurance

This Memorandum of Agreement ("Agreement") is entered into by and between Renville County (hereafter "County") and the exclusive representative of AFSCME Council 65 ("Union"). The County and Union are referred to at times in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS, the County and the Union are parties to Labor Agreements in effect from January 1, 2021 through December 31, 2023; and

WHEREAS, employees covered by AFSCME are currently enrolled with health insurance through the SWWC Service Coop, and all other employees in the County are enrolled through Prime Health; and

WHEREAS, employees may experience a position change during the course of a calendar year that results in their entering or leaving the union; and

WHEREAS, it would be beneficial for employees to stay with their existing insurance provider through the remainder of any given year, and to not be required to potentially fulfill a new insurance deductible.

NOW, THEREFORE, BE IT RESOLVED that the County and Union hereby agree as follows:

Employees entering or exiting the Union during the course of a calendar year will remain enrolled with their existing insurance provider, with the County-approved premium contribution associated with that insurance provider, through the end of the calendar year. At the next open enrollment period, employees shall be required to enroll in the health insurance associated with their union group, to be effective January 1 following open enrollment.

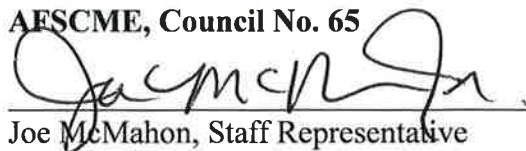
IN WITNESS WHEREOF, this Memorandum of Agreement has been executed on the dates set forth below by the respective signatures.

RENVILLE COUNTY



Bob Fox, Board Chair

AFSCME, Council No. 65



Joe McMahon, Staff Representative

Dated: 5-11-21

Dated: 5/11/21