ADDITIONS/REVISIONS/CORRECTIONS

Regular Meeting
December 19, 2023

Additions

Consent Agenda Item 7.C.: 2024 Agreement with Central Minnesota Jobs and Training Services (CMJTS) to provide Minnesota Family Investment/Divisionary Work Program (MFIP/DWP services.)
Consider approval of the 2024 agreement with Central Minnesota Jobs and Training Services and authorize Board Chair and County Administrator to sign.

Consent Agenda Item 7.D.: 2024 East Central Solid Waste Commission Waste Delivery Agreement
Consider approval of the 2024 Waste Delivery Agreement and authorize Board Chair and County Administrator to sign.

Additional Information

Regular Agenda Item 5: Labor Agreements
Copies of the Health and Human Services (AFSCME) and Road and Bridge Technicians (AFSCME) proposed labor agreements.

Regular Agenda Item 6: 2024 Pine County Property Tax Levy and Budget
2023 and 2024 state funding for Pine County.

PINE COUNTY
MINNESOTA

AGENDA REQUEST FORM

Date of Meeting: 12/19/2023

☑ **County Board**
- ■ **Consent Agenda**
- ☐ **Regular Agenda** — **5 mins.** ☐ **10 mins.** ☐ **15 mins.** ☐ **Other** ☐

☐ **Personnel Committee**

☐ **Other** ____________

Agenda Item: 2024 Agreement with CMJTS

Department: HHS

Rebecca Foss
Department Head signature

Background information on Item:

With some public assistance programs, there are requirements that clients must comply with employment and training services. These services have recently been provided by Central MN Jobs and Training Services (CMJTS). Attached you will find the 2024 Agreement for services with CMJTS. CMJTS has three job and training counselors assigned to work with eligible Pine County clients. The HHS eligibility workers who determine eligiblity for this area meet regularly with CMJTS staff and their supervisor to ensure a continuity of care and communication for the households we are mutually serving. We are pleased with the services that are provided by CMJTS to our public assistance recipients. The County Attorney's Office has reviewed the agreement.

Action Requested:

Approve the 2024 agreement with CMJTS to provide employment and training services to eligibile households.

Financial Impact:

Pine County HHS receives 100% reimbursement for the provision of these services.

AGREEMENT TO PROVIDE MFIP/DWP SERVICES BETWEEN
PINE COUNTY AND
CENTRAL MINNESOTA JOBS AND TRAINING SERVICES, INC.
JANUARY 1, 2024 TO DECEMBER 31, 2024

CFDA # 93.558 - MFIP

AGREEMENT

This Agreement is made and entered into by and between **PINE County,** hereinafter referred to as the "COUNTY", and

Central Minnesota Jobs and Training Services, Inc.

406 7th Street East, PO Box 720

Monticello, Minnesota 55362

Social Security or Federal Identification Number: 41-1484048
Minnesota State Tax Identification Number: 2073311,
hereinafter referred to as the "PROVIDER."

WITNESSETH:

WHEREAS, Funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized under Minnesota Family Investment Program (MFIP), The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, and Minnesota Statutes 256J.49-256J.78, and Diversionary Work Program (DWP)2003 Minnesota State Statutes 256J.95 Diversionary Work Program; DHS Bulletin 04-11-01 dated January 9, 2004 and Bulletin 04-69-05 dated April 12, 2004; and

WHEREAS, The PROVIDER represents itself to the COUNTY as qualified to perform the services herein agreed to, and

WHEREAS, The COUNTY is desirous of entering into an agreement with the PROVIDER for the provision of said services;

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. PROGRAM: The foregoing recitals are made part of this service agreement by reference. The PROVIDER shall implement the MFIP/DWP Plan, attached as Exhibit A, which is incorporated herein by reference as a part of this service agreement.

2. DUTIES AND PAYMENT: The PROVIDER is hereby authorized to expend funds for MFIP/DWP in accordance with the following:

a. The available funds listed herein coincide with the MFIP/DWP contract executed for Program Year 2024 (January 1, 2024 to December 31, 2024). The total amount for the MFIP/DWP program for this service agreement is the total allocated for the time period of January 1, 2024 to December 31, 2024. The available funds for this agreement shall not exceed \$375,055.00 with no more than 7.5% of that amount being used for Administration, see Budget, Exhibit B.

b. Payment: The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred by the PROVIDER during the previous month. Such monthly invoices shall be due and payable at intervals specified on the invoice, except that the COUNTY shall not reimburse for any costs incurred which are not in accordance with the Budget attached hereto as Exhibit B and applicable federal, State and COUNTY regulations and policies.

c. Settlement: Payment of the actual cost of performing services under this service agreement will be determined as part of an annual settlement at completion of the service period set forth in section 3, below. Payments above (or below) actual costs will be settled to zero in accordance with applicable uniform grant guidance, federal and state laws and policies, and generally accepted accounting principles.

3. TERM OF AGREEMENT: This service agreement shall be effective on January 1, 2024 and shall remain in effect until December 31, 2024, or until all obligations set forth in this service agreement have been satisfactorily fulfilled, whichever occurs first. This agreement may, at the option of the parties hereto, be extended for an additional one-year term after the final termination date.

4. TERMINATION: If, at any time, funds in support of this service agreement become unavailable, this service agreement shall be terminated immediately upon a 30 calendar day written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

a. Termination for Convenience: Either party to this service agreement may request a termination for convenience. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.

b. Termination for Cause: The COUNTY shall terminate the service agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to comply with any of the provisions contained in this service agreement. If the PROVIDER fails to perform in whole or in part under this service agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten-(10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the service agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the service agreement.

5. DISPUTES:

a. The PROVIDER agrees to attempt to resolve disputes arising from the service agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.

b. Any dispute concerning a question of fact arising under this service agreement which is not settled by informal means shall be decided by the COUNTY'S Health and Human Services Director or designee, who shall furnish the PROVIDER with a written decision.

c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this service agreement in accordance with the COUNTY'S initial decision.

d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this service agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. GRIEVANCE PROCEDURE: The PROVIDER will follow the grievance procedure established by the County and the Department of Human Services to resolve issues between the PROVIDER and the program participants.

7. RECORDS AND REPORTS: The PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs and activities of any nature supported by funds under this service agreement. Such records, including participant information, shall be maintained for six years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

The PROVIDER agrees that authorized representatives of the COUNTY, state and federal agencies will, during regular business hours and as often as such authorized representatives deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transactions relating to this service agreement.

The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six-year period, whichever is later.

8. LIABILITY:

a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this service agreement, a fidelity bond in an amount not less than $ 225,000, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY prior to the execution of this service agreement.

b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this service agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this service agreement.

c. Insurance: The PROVIDER further agrees that it will at all times during the term of this service agreement have and keep in force:

1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than $2,000,000 General Liability Insurance minimum limits are $500,000 per claimant, $1,500,000 per occurrence, $1,500,000 annual aggregate.

2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than $200,000 per accident for property damage, $200,000 for bodily injury and/or damages to any one person, and $200,000 for total bodily injuries and/or damages arising from any one accident. –OR- a Combined Single Limit $200,000 per occurrence. The PROVIDER does not transport customers at any time for any reason.

3. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the COUNTY.

4. Workers' Compensation Insurance, if applicable as required by state statute.

The PROVIDER will furnish the COUNTY certificates of bonding and insurance prior to the effective date of this service agreement.

The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.

In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. and/or automobile liability in c.2. above, then such legal expense shall be borne by the COUNTY.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDER'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732, et seq., and other applicable law.

The COUNTY'S liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This clause shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this service agreement.

9. INDEPENDENT CONTRACTOR That at all times and for all purposes hereunder, Provider shall be an independent Contractor and is not an employee of the COUNTY for any purpose. No statement contained in this Agreement shall be construed so as to find PROVIDER to be an employee of the COUNTY, and PROVIDER shall not be entitled to any of the rights, privileges, or benefits of employees of the COUNTY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

PROVIDER acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due PROVIDER and that it is PROVIDER'S sole obligation to comply with the applicable provisions of all federal and state tax laws;

PROVIDER shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

PROVIDER is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf;

10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable federal and state laws. In the event that these laws, regulations or policies are amended at any time during the term of this service agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.

a. Audits: The PROVIDER agrees to have an annual audit in accordance with uniform grant guidance "Audits of Institutions of Higher Education and Other Non-Profit Organizations", as these circulars apply to the PROVIDER. The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report which specifies the amount of federal and state funds which comprise the total payments made to the PROVIDER. A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than 12 months after the end of the PROVIDER'S fiscal year.

b. Program Standards: The PROVIDER agrees to comply with uniform grant guidance, as those circulars relate to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

The PROVIDER also agrees to comply with the sections of the Code of Federal Regulations relevant to the program(s) covered under this service agreement, as well as all State Instructional Bulletins and policies, as amended. The COUNTY agrees to provide access to the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.

c. Non-Discrimination Statement: The PROVIDER will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on grounds of race, color or national origin, and applies to any program or activity receiving federal financial aid.

2. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex or national origin and applies to all employers, including state and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor which falls within one of these definitions would, of course, be covered by Title VII.

3. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally-funded programs.

4. The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination on the basis of age against persons 40 years of age and over.

5. The Equal Pay Act of 1963 amends the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.

6. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.

7. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.

8. The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

d. Affirmative Action: (If applicable) The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statues, Section 363A.36.

e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of that direct part of any facility, which is used for religious instructions or worship.

g. The PROVIDER agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.

h. The PROVIDER further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this service agreement.

i. The PROVIDER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations.

j. The PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

11. VOTER REGISTRATION: The PROVIDER shall provide non-partisan voter registration services and assistance; using forms provided by the Secretary of State, to employees of the PROVIDER, program participants and the public as required by Minnesota Statutes, Section 201.162 (1990).

12. ASSIGNMENT: The PROVIDER shall neither assign nor transfer any rights or obligations under this service agreement without prior written consent of the COUNTY. The provisions of this service agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this service agreement.

13. PREGRANT COSTS: Costs incurred from 30 days prior to the effective date of this service agreement, which were in anticipation of this award and specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this service agreement.

14. MODIFICATIONS: Any modifications to this service agreement shall be in writing and shall be executed by the same parties who executed the original service agreement, or their successors in office.

15. DEBARMENT AND SUSPENSION CERTIFICATION: (If applicable) The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found in Federal Register Vol. 53, No. 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

16. LOBBYING CERTIFICATION AND DISCLOSURE: (If applicable) The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent Rules that are adopted in place of the Interim Rule. The Interim Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121. Section 319 generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

17. MAINTENANCE OF EFFORT: The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this service agreement will be continued and not reduced in any way as a result of this service agreement except for reductions unrelated to the provisions or purposes herein stated.

18. CONFLICT OF INTEREST: The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this service agreement. Further, no person having such a conflicting interest shall be employed under this service agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.

19. CODE OF CONDUCT: The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665, which states, in effect:

a. Whoever being an officer, director, agent, or employee of, or connected in any capacity with any agency receiving financial assistance under federal grants knowingly hires or enrolls an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a grant or contract of assistance shall be fined not more than $10,000 or imprisoned for not more than two years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed $100, such person shall be fined not more than $1000 or imprisoned not more than 1 year, or both.

b. Whoever, by threat or by procuring dismissal of any person from employment or refusal to employ or refusal to renew a contract of employment in connection with a grant or contract of assistance under federal grants, induces any persons to give up any money or thing of value to any person (including such COUNTY agency) shall be fined not more than $1000 or imprisoned not more than 1 year, or both.

c. Any person who willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the authorizing legislation of this service agreement or, the regulations thereunder, shall be punished by a fine of not more than $5000, or by imprisonment for not more than 1 year, or both.

20. GRANT CLOSE-OUT: No costs are to be incurred under this grant after (December 31, 2024) for MFIP/DWP. Within 90 days of the completion of the grant, the PROVIDER shall comply with all close-out or auditing procedures established by the COUNTY.

21. PROPERTY: All purchases of consumable supplies or materials, capital equipment and or services made pursuant to this service agreement shall be made by purchase order or by written contract.

All items of nonexpendable property acquired by the PROVIDER with funds awarded under this service agreement shall be considered capital equipment and shall be inventoried as property of the State. An item of property shall be considered capital equipment if it meets any or all of the following: (a) has a unit cost of not less than $5,000.00 or has a service life in excess of one year, regardless of cost; (b) is either complete within itself or is a major component of another item of property; (c) by definition cannot be described either as supplies or materials; (d) will not be consumed or lose its identity.

IN WITNESS WHEREOF, COUNTY and PROVIDER have signed this service agreement to be executed based on the County Board action:

FOR THE PROVIDER

SIGNATURE: ______________________________
TITLE: Central Minnesota Jobs and Training Services, Inc. Chief Executive Officer

DATE: 11-13-23______________________________

SIGNATURE:______________________________
TITLE: Central Minnesota Jobs and Training Services, Inc. WDB CHAIRPERSON

DATE: 11-13-23______________________________

FOR THE COUNTY

SIGNATURE: ______________________________
TITLE: PINE COUNTY ATTORNEY

DATE:______________________________

SIGNATURE:______________________________
TITLE: CHAIR, PINE COUNTY BOARD

DATE: ______________________________

ATTEST

SIGNATURE: ______________________________
TITLE: PINE COUNTY FAMILY SERVICES DIRECTOR

DATE:______________________________

County-11/17

Exhibit A

PINE COUNTY

2024 Work Plan for

MINNESOTA FAMILY INVESTMENT PROGRAM

And

DIVERSIONARY WORK PROGRAM

Central Minnesota Jobs and Training Services, Inc. (CMJTS), the employment services provider (ESP) shall provide the administration and delivery of the MFIP and DWP employment and training programs. Exhibit A contains a description of the specific programs, activities, and services provided by the ESP.

Minnesota Family Investment Program and Diversionary Work Program (MFIP/DWP): The ESP shall provide the services pursuant to Minnesota Statutes 256J.49-256J.78 and any amendments. The ESP will provide all program requirements within the legal requirements. Following are the specific activities as in the County **Biennial Service Agreement** Minnesota Family Investment Program for January 1, 2024, to December 31, 2025.

I. Program approach

Program services are delivered on the premise that parents have a responsibility to support themselves and their children. CMJTS promotes a strengths-based, family-centered approach to service delivery in helping participants identify employment strengths and challenges to employment. Challenges are addressed in collaboration with community partners and referral to resources are provided to help the participant overcome the challenges that may interfere in getting and maintaining gainful employment.

The CMJTS employment specialist (ES) monitors participation in MFIP/DWP activities and continually assesses for additional barriers, while simultaneously focusing on growing the participant’s strengths. The ES emphasizes the participant’s transferrable employment and life skills that have served them well in other areas of their lives.

The requirement for weekly contacts and intensive services for participants helps to identify family challenges quickly so they can receive appropriate services.

II. Program Services

The following activities will be offered to participants in the ESP's provision of services. Not all participants will receive all services.

A. Paid Employment Activities

Employment specialists (ES) deliver work-focused services to clients designed to encourage them to seek and gain employment. Various supports are provided, allowing participants to go to work, including medical assistance, childcare, and financial assistance for expenses related to transportation or housing. In addition, ES aims to lessen the length of time families receive public assistance by encouraging participants to look for employment or other means of income to self-sufficiency. To that end, CMJTS ES promotes paid employment activities as a critical element of programming. These activities include:

- Unsubsidized employment
- Subsidized private-sector employment
- Subsidized public-sector employment
- Self-employment
- On-the-job training

For unsubsidized, subsidized, private-sector, and public-sector employment, the participant's employer provides daily supervision, and the ES monitors participation. Compliance with program expectations is observed through copies of pay stubs, timecards, or other statements of work hours provided by the participant. In addition, the ES enters the work hours in the case file, and the financial worker tracks work hours in MAXIS, verifying that each participant is engaged in the required number of weekly hours of activity. ES has access to MAXIS view, which is permitted and governed by DHS. (See MAXIS contract for detailed information on ES access to MAXIS.)

CMJTS offers entrepreneurial training, business consulting, and technical assistance to individuals seeking to start or grow a business in Minnesota using various resources and referrals. The ES refers individuals to their local Small Business Development Center for consultation and training assistance. Or they may be encouraged to connect with community-based organizations that serve entrepreneurs and business owners such as Women Venture and Initiative Foundations or to CareerForce Centers for research and business plan development resources. Participants interested in self-employment must develop a business plan to allow self-employment activities to count for weekly participation hours. The business plan must include a timetable with earning's goals that will result in exiting MFIP. The ES and the participant review the self-employment plans together every three months to compare actual income to potential income per the business plan and determine if earnings move the family toward exiting MFIP.

When an employer considers multiple candidates to fill a vacancy, the ES and participant may incentivize hiring an MFIP or DWP participant. While seeking work, the ES trains jobseekers to promote on-the-job training (OJT) and work opportunity tax credits (WOTC). OJT allows CMJTS to reimburse employers for fifty percent of a new hire's wages for the duration of an agreed-upon training period (typically 12-26 weeks). CMJTS has longstanding relationships with local employers, and this is highlighted by the number of current OJTs written, averaging 50 OJTs annually. CMJTS uses this incentive to increase employment opportunities for program participants. In addition, OJT provides financial motivation for the employer by helping them recover some of the costs associated with onboarding a new hire for the predetermined length of the contract. OJTs are funded through co-enrollment with appropriate other CMJTS state, federal, or foundational grant programs. In conjunction with the ES, the CMJTS Business Service Coordinator (BSC) works first with MFIP/DWP participants who have used 30 or more months of program services and are job ready. CMJTS BSC may also arrange local business tours for MFIP/DWP participants to hear directly from an employer about the business, job positions, career laddering, and general expectations of the employer.

B. Paid and Unpaid Work Experience and Community Service Site Placements

When participants need to gain experience, develop good work skills and habits, or "test-drive" a position, they may be encouraged to participate in a paid work experience, a short-term workplace learning opportunity. CMJTS will be the employer of record for the participant, typically at a rate of pay equal to the federal minimum wage, to work up to 29 hours per week while under the supervision of a local employer, private or public. The employer provides meaningful work training and offers feedback on progress and areas for further development. The ES offers support and guidance as needed. Positive reinforcement by earning a paycheck encourages ongoing activity participation. While not required, employers can offer permanent paid work to clients after the placement agreement ends.

Community Service Site Placement is recommended when a participant is not employed and has completed six weeks of job search. In addition, the CMJTS quality assurance department will also identify long-term cases (30 months or more on MFIP) and propose placements. The ES or the participant will locate non-profit or for-profit businesses to serve as community service sites. All sites will fulfill a useful public purpose and provide training skills for unsubsidized jobs. The ES will document, in the case file, the valuable purpose of the community work experience. Once placed at a worksite, the ES contacts the agency or business at least monthly to assess the participant's progress and establish a strong working relationship with the worksite supervisor. Positive relationships between the ES and supervisor increase the likelihood that job-related performance is communicated honestly and timely, allowing the ES to address issues with the participant promptly.

Most MFIP participants engaged in unpaid work experience or community service placements are covered under the Fair Labor Stands Act (FLSA). They may not be permitted to work more than the number of hours equal to their combined MFIP cash and food assistance benefits divided by the federal minimum wage ($7.25/hr). Therefore, participants engaged in the maximum number of hours, as allowed by the FLSA, are deemed to be meeting the work participation rate.

C. Job Search and Work Readiness Assistance

CMJTS staff identify that an employer's primary concern is finding a worker who wants to work and learn. Many employers are very willing to train people to get the work skills needed, provided they are ambitious, ready learners. However, most employers are still seeking "fit" over "experience" because employees can learn skills, but fitting in with a team, having a good attitude, and the desire to work and do well often cannot. Therefore, CMJTS ES focuses on developing work readiness and jobseekers' soft skills and draws attention to the local area employment opportunities. Active participation may include the direct act of seeking or obtaining employment and having work readiness skills or life skills training, substance abuse treatment, mental health treatment, or rehabilitation activities. Public assistance recipients often face difficulty entering the job market due, in large part, to their barriers and lack of job search preparedness. CMJTS ES recognizes this and responds by offering counseling activities related to job search strategies and job coaching to hone one's skills. Job coaching may consist of assessing skills and goals, education on internet-based job search tools, job application assistance, interview preparation, providing job leads, and monitoring job search activities to ensure the participant maintains progress. The focus of the ES is to ensure that MFIP and DWP participants have the basic skills, work readiness skills, and occupational skills necessary to succeed in personalized goals that lead to self-sufficiently. Program services include:

- developing a master job application
- opening and closing an interview
- using positive skill statements
- answering tough interview questions
- making a good first impression (appropriate appearance)
- identifying effective ways to find jobs
- developing an appropriate resume
- registering on Minnesotaworks.net
- labor market information (LMI)

CMJTS has appropriate procedures for ES to verify work participation activities and daily supervision requirements for all job search and work readiness activities. The ES proves compliance and plan progress by collecting the participant's required verification and ensuring it is well-documented and in the file.

CMJTS monitors and ensures required contact with each case through the following methods:

- The ES enters case notes in Workforce One (WF1) to document that the participant is progressing towards employment, participating in activities, tracking hours, and focusing on program advancement.
- The program supervisor completes in-depth file reviews throughout the program year to ensure the ES is entering proper case notes, accurately tracking participant hours in WF1, and recording participant activities, while ensuring the participant is successfully progressing in job-ready activities or towards employment.
- The CMJTS program manager confers with the program supervisor and the ES regularly regarding participant's progress and success.

D. Individualized Structured Job Search (SJS)

SJS supports the message that the MFIP and DWP programs are intensive and are intended to help participants find and keep employment. SJS is a job search activity that helps the participant identify work skills, develop soft skills, and build self-confidence through coaching, peer support, and networking. It also provides a forum for progress evaluation and feedback, sharing job leads, online job searching, completing job logs, etc. SJS is an opportunity for the employment specialist to provide the participant with positive feedback and encourage their constructive job search activities.

Examples of specific SJS topics include, but are not limited to:

- Preparing for job search, both mentally and practically
- Developing a master job application to use as a reference when applying for work
- Knowing how to open and close an interview
- Using positive skill statements
- Answering tough interview questions
- Knowing the importance of appropriate appearance
- Identifying effective strategies to find job vacancies
- Developing an appropriate résumé and cover letter
- Effectively using the internet for job search
- Learning how to register and job search on Minnesotaworks.net
- Networking (i.e., leveraging the hidden job market)
- Contacting employers
- Setting goals and managing time
- Conducting oneself professionally via phone and during an interview
- Communicating assertively
- Communicating respectfully with coworkers and supervisors

- Understanding how to negotiate wages or salary
- Determining which job offer is best and accepting it without burning other bridges
- Career-laddering - how to advance within a company
- Managing personal finances
- Understanding ethics in the world of work
- Maintaining a positive attitude
- Writing thank you notes after job interviews
- Managing stress and balancing work and home life

CareerForce Centers provide opportunities for jobseekers to access job search materials, learn how to write a resume, interview, and search for jobs. Services are tailored to meet individual needs and provided by onsite staff. In addition, CareerForce events and workshops are available to help with career planning. Free access to computers, the internet, printers, fax machines, copiers, and telephones for job search-related activities are open. All of these services are accessed by the ES to help the MFIP/DWP participant succeed.

E. Structured Follow-Up

Frequent evaluation of progress, feedback to the participant, and assistance with ongoing planning are critical pieces of case management. It happens during phone and virtual check-ins and group or face-to-face meetings with the ES. In addition, MFIP/DWP recipients must participate in “work” activities for a minimum number of hours per week, specific to their circumstances, to “earn benefits” each month. Participating in work activities is the participant’s job until they obtain paid employment or are placed in community service or work experience.

F. Retention Skill

CMJTS ES can help families stay off public assistance and encourage them to budget household income by helping to make sure they are better off working than receiving public assistance. MFIP/DWP services such as transportation, childcare, financial counseling, short-term training opportunities, and child and family enrichment services are provided to families as a means to stay employed. In addition, retention strategies are discussed between the ES and the participant well before the job begins. The job retention and job search lessons, presented in CareerForce workshops or one-on-one, reinforce transferable skills and learned employment skills.

G. Strategies to Maximize Services and Access to Services to Those with Limited Transportation or Virtual Needs

CMJTS has employed several strategies to encourage participation and help participants achieve desired program outcomes by providing various delivery options. For instance, for jobseekers who do not have a car or do not drive and do not have access to public transportation, a CMJTS ES may provide services through virtual means or by telephone. The ES will accommodate inconvenient office hours and meet with participants outside of regularly scheduled business hours. ES may also travel to the participant's community and meet locally to address the lack of childcare or other needs. Thus, CMJTS ensures a well-rounded service delivery system representing our communities' diverse needs and securing access for our MFIP and DWP participants. Face-to-face and one-on-one meetings are always the preferred method for delivery of services and prove to develop stronger ES/participant rapport, help with relationship building, and encourage follow-through.

For virtual services to be a viable option for the participant, they should:

- Have access to a computer and internet, such as at home or a local library.
- Use e-based instructional tools and processes to conduct a job search:
    - register for Minnesotaworks.net
    - effectively attend DEED CareerForce virtual workshops
    - create a list of relevant job leads
    - scan and email a resume and job applications to the ES and employers
- Email, text, or phone a report of job search activity and weekly plans of action.
- Communicate regularly with the ES who approves and suggests structured job search activities.

H. Chemical Health Treatment, Mental Health Treatment, and Rehabilitation Services

For participants with mental health, chemical health, or rehabilitation challenges, the ES develops an employment plan reflecting the required job search hours based on the recommendations or treatment plans signed by a qualified professional. When documentation from the professional verifies the participant qualifies for Family Stabilization Services (FSS), the ES shares the documentation with the financial worker. Then, the ES develops an FSS employment plan with the participant.

ES check at least monthly with the FSS participant, either in-person or by phone. During the check-in, the participant, and the ES review progress, identify support service needs and make any necessary changes in the employment plan. The ES case notes the contact and documents any changes to the activities or the employment plan.

I. Education and Training-Related Activities

CMJTS ES can address employment barriers through short- or long-term training. The goal is to help the participant improve their employability by improving skills needed for available jobs.

Activities may include:

- post-secondary educational training
- job skills training directly related to employment
- high school completion or GED
- English language learning (ELL or ESL)
- adult basic education (ABE)
- labor market information - high-demand, high-wage careers

Training activities may include improving basic skills (e.g., reading, math, or writing), English Language Learning (ELL), and occupational skills training (e.g., welding, typing). In addition, secondary and post-secondary training, delivered either in the classroom or online, is available for participants interested in completing, continuing, or starting a training program within a high-opportunity career pathway that will lead to self-sufficiency.

Each participant taking part in training activities will work closely with their ES to review the results of their career assessments, the availability of training, and the appropriateness of that training. Start times will depend on course availability for those seeking post-secondary educational training (e.g., Associates Degree in Nursing). Short-term occupational training courses (e.g., nursing assistant, commercial truck driving) are available more frequently.

For all education and training activities, CMJTS ES obtain a course statement or class schedule from the educational institution or training provider, ongoing activity logs, and attendance records to document participation hours.
CMJTS staff obtain statements and schedules from high schools, alternative schools, and post-secondary institutions each quarter or semester.

Participants in GED, ABE, and ELL/ESL will record dates and hours of attendance on an activity log, signed by a school official, electronic attendance record, or verified by the ES, and submit it to the ES, at least monthly.

For an education and training program to be an approved activity in a participant's employment plan, the participant must maintain satisfactory progress to continue as described by their education institution.
For study time to be allowed, the ES must obtain from the school, training provider, or course instructor a statement that specifies the amount of study time required or advised to make satisfactory progress or complete the education and training program.

III. Family Stabilization Services

Family Stabilization Services are available to help families become more stable. In addition, the opportunity for a modified employment plan, with decreased work or job search hours requirements, may be available, and FSS could help a client stay out of sanction. A participant may be eligible for FSS if they meet any of the following criteria:

- Applying for SSI/SSDI benefits because of disability
- Ill, injured, or disabled (including physical and mental illness) when illness, injury, or disability will last more than 30 days, and keeps client from working 20 or more hours per week
- Caring for a seriously ill or disabled household member whose condition will last more than 30 days and client must be home to care for that person
- Child or adult in the client household is eligible for special medical services. For example, the household includes a child who is severely-emotionally disturbed or an adult with serious and persistent mental illness.
- Victim of family violence
- In the United States for fewer than 12 full months after the month of entry
- Age 60 or older
- Difficulty reading, writing, or understanding English
- Chemical dependency
- Criminal/offender history
- Vocational expert determines the client cannot work 20 or more hours per week
- Learning disability, or an IQ below 80 and a vocational expert determines that the disability limits the type of work that can be done or determines the client cannot work 20 or more hours per week
- Receiving MFIP for more than 60 months because of an extension

The ES will help the participant obtain required documentation when they disclose or demonstrate the possibility of FSS criteria eligibility. When a participant indicates that they may meet any of the above FSS criteria, the CMJTS ES will work with the county financial worker to get verification from a qualified professional to confirm eligibility. The ES will review cases through means of observation, and formal or informal assessment, to determine if there are significant barriers that could qualify a participant for FSS services. The ES will communicate with participants who appear eligible for FSS and inform them of the potential benefit of providing documentation of their situation, e.g., disability, family violence, etc.

For participants who meet the criteria, an FSS employment plan is developed. An FSS plan will include activities needed to help the family. For example, it could consist of ESL or GED classes, medical appointments, looking for housing, etc.

In addition, participants may receive assistance with transportation and childcare expenses to allow them to participate in FSS activities.

CMJTS ES understands that sanctions intend to motivate clients who are having difficulty participating in work activities, and we also want to keep participants positively engaged. Therefore, the CMJTS ES will take a proactive approach with clients to help them address and overcome barriers to program compliance and avoid sanctions. The ES reviews sanctioned cases and those not meeting participation rates monthly to determine if the case could be FSS. Determining a participant FSS allows the ES the flexibility to provide more individualized services and to reduce the risk of Pine County receiving a federal penalty for failing to meet work participation requirements. FSS cases are state-funded and do not count toward the federal work participation rate.

Suppose the ES or the participant thinks the individual might be eligible for FSS. In that case, they meet and determine what services are needed to help the family become more stable. An FSS plan is developed, and support services help with transportation and childcare expenses to allow the individual to participate in activities. Referrals to community resources further support the goals of the family and move them toward economic stability. The ES may refer to mental health services, vocational rehabilitation services, social security administration, family violence advocacy, and other professionals.

The ES develops employment plans with a broader range of activities and fewer hours to ensure it is appropriate to move the family forward. The FSS employment plan includes all required elements for FSS.

American Disability Act (ADA) requirements are reviewed and adhered to throughout FSS activities with participants. CMJTS trains all staff to work with and provide practical and appropriate accommodations to people with disabilities. Additionally, CMJTS has certified benefits analysis counselors on staff and all staff goes through disability resource training to ensure universal access and quality services to all clients with disabilities. For example, to ensure the client can benefit from monthly face-to-face meetings with their ES, accommodations may be made to conduct these visits offsite for those FSS clients who are unable to travel to a CMJTS office location.

The ES will obtain releases of information with all known entities working with the participant. In addition, the ES develops a professional relationship with social workers, rehabilitation services staff, medical professionals, and other service providers and coordinates services when appropriate.

Sanction requirements for FSS are followed. Before sending a notice-of-intent-to-sanction (NOITS), the ES completes all reviews needed, confirms that the participant can comply with the plan as documented by qualified professionals, and has attempted a face-to-face visit, either in the office or at a location convenient for the participant.

CMJTS uses several strategies to ensure MAXIS is coded correctly for each participant. Correct FSS coding provides the participant is state funded with the flexibility that the federal work participation rate does not offer. The ES and county worker each verify that the participant meets the criteria for FSS on an annual basis or more often, as required by the supporting documentation in the file. CMJTS and financial services staff meet monthly to review preliminary data and discuss the status of shared participants. If the status codes need updating, the financial worker makes the change(s) during the meeting.

IV. Program and Quality Evaluation: Shared Responsibility and Increased Integration of Employment Services and Financial Assistance

Communication between CMJTS and county staff is frequent. ES meets regularly with eligibility workers to resolve any discrepancies. The more important task of these one-on-one meetings is to collaborate and share information on the progress and struggles our families are experiencing. For example, suppose either the ES or financial worker receives documentation or information indicating a client cannot fully participate in required work activities. In that case, the ES or county financial worker will notify the other party immediately. Likewise, this information is reciprocated when the ES or financial worker receives documentation of activity participation hours, e.g., copies of pay stubs. Eligibility Workers and CMJTS staff have robust and long-term working relationships and communicate on a very regular basis.

The overriding goal of CMJTS is continuous improvement, seen as a joint responsibility of both counties and ESP. Together CMJTS staff and county financial workers can use the improvement tools provided by DHS to ensure performance measures are met. The tools include DHS data sets, preliminary data reports, the FSS Mismatch Report, and the County WPR Report. Regularly scheduled data meetings with county financial workers are essential to improving participant accessibility and participant success; it also fosters relationship-building and promotes effective communication between CMJTS and county staff. In addition, these meetings help the team verify MAXIS coding and Workforce One activity hours for each participant on the preliminary report. Other factors and information may be used by staff to determine and reach participation hours.

Exihbit B

Central Minnesota Jobs & Training Services, Inc.

Budgeted Expenses - January 1, 2024 to December 31, 2024

MFIP - Pine

	Proposed Budget	% of Budget
Administration	$15,751	5.19%
Client Support Services	$12,850	4.23%
Direct Program	$274,988	90.58%
TOTAL	$303,589	100.00%

DWP - Pine

	Proposed Budget	% of Budget
Administration	$5,360	7.50%
Client Support Services	$5,150	7.20%
Direct Program	$60,956	85.30%
TOTAL	$71,466	100.00%

Grand Total	$375,055

PINE COUNTY
MINNESOTA

AGENDA REQUEST FORM

Date of Meeting: **December 19, 2023**

☒ **County Board**

☒ **Consent Agenda**

☐ **Regular Agenda** **5 mins.___ 10 mins.___ 15 mins.___ Other___**

☐ **Personnel Committee**

☐ **Other ______________**

Agenda Item: **ECSWC Agreement**

Department: **Auditor-Treasurer**

Kelly M Schroeder

Department Head signature

Background information on Item:

The East Central Solid Waste Commission gives licensed waste haulers a rebate of $14/ton disposed of at their facility through an agreement with each waste hauler. The Commission extended this rebate to Pine County when the transfer stations were opened (without an agreement). However, it was recently required by the Commission that Pine County enter into a similar agreement as the licensed waste haulers to continue receiving the "rebate". The waste hauler contract was modified for county use and reviewed by County Attorney Frederickson.

Action Requested:

Authorize County Board Chair and County Administrator to sign the agreement with the East Central Solid Waste Commission ensuring the County continues to receive the hauler rebate.

Financial Impact:

Pine County receives a rebate of approximately $3,500 annually.

SOLID WASTE DELIVERY AGREEMENT

THIS AGREEMENT is made and entered into this December 19, 2023, by and between the East Central Solid Waste Commission, 1756 180th Avenue, PO Box 29, Mora, Minnesota 55051 ("Commission"), and County of Pine, 1610 State Hwy 23 N, Sandstone, MN 55072 ("Collector").

WHEREAS, the Commission has authority pursuant to Minnesota Statutes § 473.813 to enter into an agreement with the Collector for the delivery of solid waste to the Commission Facilities; and

WHEREAS, the Collector desires to enter into an agreement with the Commission to deliver Acceptable Waste to the Commission Facilities.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein set forth, the parties hereto agree as follows:

I. TERM OF THE AGREEMENT

This agreement shall be effective upon execution by the Commission and Collector, and shall continue through December 31, 2027, unless earlier terminated pursuant to Article XIV.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings unless a different meaning clearly appears from the context:

"Acceptable Waste" means all Solid Waste and Mixed Municipal Solid Waste generated by households, commercial business or industries, including Garbage and Rubbish, except Unacceptable Waste.

"Agreement" means this Solid Waste Delivery Agreement.

"Commission" means the East Central Solid Waste Commission, or its designee.

"Construction Debris" has the meaning given it by Minn. Stat. § 115A.03, subd. 7.

"Demolition Debris" has the meaning given it in Minnesota Rules 7035.0300, Subp. 30.

"Executive Director" means the duly appointed Executive Director of the Commission, or the designee of the Executive Director.

“Facilities” means the Cambridge Transfer Station, Hinckley Transfer Station and the Solid Waste Land Disposal Facility in Mora, Minnesota.

“Garbage” means discarded material resulting from the handling, processing, storage, preparation, serving, and consumption of food.

“Hazardous Waste” has the meaning given it in Minn. Stat. § 116.06, subd. 13.

“Infectious Waste” has the meaning given it in Minnesota Rules 7035.0300, Subp. 48.

“Major Appliances” has the meaning given it in Minn. Stat. § 115A.03, subd. 17(a).

“Mixed Municipal Solid Waste” means garbage, rubbish, and other solid waste from residential, commercial, industrial and community activities that the generator of the waste aggregates for collection, but does not include auto hulks, street sweepings, ash, Construction Debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed and disposed of as separate waste streams.

“Rubbish” has the meaning given it in Minnesota Rule 7035.0300, Subp. 94.

“Scale House Operator” is the operator of the scale house at the Commission Facilities who determines whether waste is Acceptable Waste for purposes of charging the appropriate Tipping Fee.

“Solid Waste” means all Garbage, Rubbish and other discarded solid materials including solid materials resulting from industrial, commercial, agricultural and residential uses, but does not include Major Appliances, animal waste used as fertilizer, solids or dissolved material in domestic sewage or other significant pollutants in water resources, such as silt, wastewater affluent, dissolved materials, suspended solids in irrigation return flows, or other water pollutants.

“Tipping Fee” means the charges established by the Commission for waste delivered to Commission Facilities.

“Unacceptable Waste” includes, but is not limited to, explosives, Infectious Wastes, Yard Waste, Hazardous Wastes, Major Appliances, CRTs, chemicals, radioactive material, asbestos in identifiable quantities, hazardous substances, hazardous refuse of any kind such as cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics and poisons, lithium batteries and such other waste as is designated by the Executive Director as Unacceptable Waste. In accordance with Minn. Stat. § 115A.932, mercury or a thermostat, thermometer, electric switch, appliance, or medical or scientific instrument from which the mercury has not been removed for reuse or recycling is Unacceptable Waste.

"Yard Waste" means the waste subject to the prohibition in Minn. Stat. § 115A.931.

III. REPRESENTATIONS

A. Collector Representations.

1. The Collector is a government entity duly organized under the laws of Minnesota.

2. The Collector and/or Collector's representative have full power and authority to execute the Agreement and such execution constitutes a binding legal obligation of the Collector that is fully enforceable in accordance with the terms and conditions of this Agreement.

3. The execution of the Agreement does not conflict with any other agreement, indenture or other instrument to which the Collector is a party.

B. Commission Representations.

1. The Commission is a joint powers organization created pursuant to Minn. Stat. § 471.59, the Joint Powers Act.

2. The execution of this Agreement has been duly authorized and approved by the Commission, and no other authorizations, approvals, or consents are required for this Agreement to constitute a binding and enforceable legal obligation to the Commission.

IV. REGULATORY COMPLIANCE

A. The Collector shall at all times operate its program of collecting Solid Waste in compliance with all applicable local, state and federal laws, rules, regulations, ordinances.

B. The Collector has obtained and will maintain all necessary licenses, permits and other authorizations required by each government entity within the area in which it operates, including the Minnesota Pollution Control Agency and any other governmental agency having jurisdiction over its activities.

V. DELIVERY OF SOLID WASTE

A. Delivery of Waste.

1. The Collector agrees to have a licensed hauler deliver to Commission Facilities, all Acceptable Waste it collects within the boundaries of Pine

County and may deliver all Acceptable Waste from its area of service that may extend beyond Pine County's boundaries.

2. The Collector agrees not to deliver any Unacceptable Waste to Commission Facilities.

3. The Collector agrees it will not mix Unacceptable Waste with Acceptable Waste.

4. The Collector agrees that it will require the licensed hauler, upon delivery of any waste to a Commission Facility, give the Scale House Operator a load report in a form acceptable to the Commission that provides such information concerning the load as may be required by the Commission, including but not limited to disclosure of the county or counties of origin for that load of Solid Waste.

B. <u>Rejection of Loads and Responsibilities for Unacceptable Waste.</u>

1. The Commission or its designee may require the Collector's licensed hauler to reload and dispose of waste deposited on the tipping floor which contains Unacceptable Waste, including Acceptable Waste contaminated by Unacceptable Waste.

2. If the Commission or its designee has reasonable, factual information indicating that Unacceptable Waste was delivered by the Collector's licensed hauler, and the licensed hauler has left the Commission Facilities, the Collector agrees to require licensed hauler to return and remove such Unacceptable Waste and dispose of it in accordance with all applicable federal, state and local laws.

3. The Commission or its designee has the right to reject entire or partial loads of Unacceptable Waste. The Collector shall be provided with documentation certifying the rejection and reasons therefore. All costs of reloading, removal and disposal of Unacceptable Waste shall be borne by the Collector.

C. <u>Acceptance of Waste.</u>

1. The Commission agrees to accept all Acceptable Waste delivered by the Collector's licensed hauler to Commission Facilities.

2. The Commission or its designee agrees to provide assistance to the Collector's licensed hauler in the identification of Unacceptable Waste to be removed.

3. The Commission agrees to provide a document to the Collector's licensed hauler that reflects gross, tare and net weight for each load of Acceptable Waste. The Collector agrees that this document shall be the basis for billing and payment of fees charged by the Commission, and for calculation of rebates paid by the Commission.

D. Hours/Days of Waste Acceptance.

1. The Commission will accept waste during posted operating hours. The current operating hours are Monday through Friday, 8:00 a.m. to 4:15 p.m., and on Saturday, 8:00 a.m. to 11:45. The Commission reserves the right to modify its hours to meet regulatory issues and the needs of its customers.

2. The posted operating hours for the Commission excludes holidays. Holidays are defined to include New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

3. Commission Facilities will be closed Sundays. If the Collector requests services on any day the Facilities are closed, or after normal facility operating hours, the Collector must contact the Commission office at the Mora Facility to make the necessary arrangements. The Commission may charge additional fees for service anytime other than normal operating hours.

E. Payment. The Collector agrees to pay all fees established under this Agreement according to the terms of the Agreement.

F. Declining Volumes.

1. If the Executive Director concludes that a Collector's delivered volumes of Acceptable Waste have declined from historical levels, the Executive Director, by written notice to Collector, may require Collector to provide the following:

   a. A written statement from Collector describing the cause of the reduced volumes; and/or

   b. A sworn statement from the Collector affirming that all Acceptable Waste collected by Collector within Pine County's boundaries was delivered to Commission Facilities.

2. If after reasonable inquiry the Executive Director finds that Collector is or was diverting waste from Commission Facilities in violation of the Agreement, Collector forfeits the rebate (including a rebate earned but not yet paid) under Section VI.B of the Agreement. A violation during any portion of a rebate period will cause the entire rebate to be forfeited. In

addition, the Executive Director may impose any of the following conditions, in the sole discretion of the Executive Director:

a. An assessment of up to Two Dollars ($2.00) per ton for each ton of diverted waste as calculated by the Executive Director from historical solid waste volume records.

b. An increase in the tip fee for Collector of up to One Dollar ($1.00) per ton for a period to be determined by the Executive Director but not exceeding one year in duration.

c. Collector's forfeiture of its next Allowance and all subsequent Allowances until the violation is corrected.

3. Collector will be notified in writing of the conditions imposed by the Executive Director. The written notice will describe the reasons why the Executive Director concluded that waste was improperly diverted from Commission Facilities by Collector.

VI. PAYMENT PROCEDURES

A. Collector Payments to Commission.

1. Payment shall be made to the Commission for all services provided to the Collector by the 25th day of the month following the month the services were provided.

2. Any charges not paid when due shall bear interest at the rate of 1 ½ % per month or the highest rate permitted by law, whichever is less.

3. The Collector may be required to pay cash to enter Commission Facilities if its account is not current.

4. Fees. Price per ton is $70.25 through June 30,2024, the Collector shall pay Seventy Dollars, Seventy- Five cents ($70.25) for each ton of Acceptable Waste delivered to the Facilities, which is the same amount charged to all customers. Consumer price index (CPI-U) from annual 2023 number will increase or decrease the price on July 1, 2024, and each year thereafter, the amount charged for each ton of Acceptable Waste delivered to the Commission Facilities shall be increased or decreased by a percentage equal to the previous year posted previous percentage increase or decrease in the consumer price index for all urban consumers (CPI-U): Selected areas, all items, Midwest urban. Collector will be notified by May 15th of the CPI increase that will be included on July 1st of that year.

B. Commission Rebate to Collector

1. The Commission will pay to the Collector a rebate of Fourteen Dollars ($14.00) per ton for all Acceptable Waste the Collector has delivered to Commission Facilities. As long as the Collector pays promptly, a portion of the rebate will be as an immediate rebate of Ten Dollars ($10) upon billing with an additional rebate of Four Dollars ($4.00) per ton paid quarterly. The payment will be calculated on the Acceptable Waste scaled at Commission Facilities during the term of this Agreement. The payment will only be made to the Collector if the Collector's account with the Commission is current. Payment will be made to the Collector on a quarterly basis with payment made within 45 days of the end of the quarter. Collectors that were not eligible for payment of rebate one time in previous year because of non-payment will go back to $14 rebate. All Collectors will start on July 1, 2024 with a $4 rebate as long as account is paid in full to provide all with equal advantage and not penalize for past performance.

2. Any Collector that fails to comply with the delivery terms identified in Article V of the Agreement will forfeit their right to any rebate payments earned but not paid as of the date notice is provided to the Collector that the Collector is in default of this Agreement, whether or not the Commission elects to terminate the Agreement or the Collector cures the default.

3. Collectors that are not eligible for the quarterly rebate because of non-payment will be given written notice that the rebate will be forfeited for the quarter if account is not paid in full in 30 days. A written notice may be sent 2 times within a year with the third written notice informing the Collector that the rebate for that quarter is forfeited immediately.

VII. INDEPENDENT CONTRACTOR

The Collector shall elect the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of copartner between the parties hereto or as constituting the Collector as the agent, representative, or employee of the Commission for any purpose or in any manner whatsoever. The Collector is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Collector represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the Collector or other persons, while engaged in the performance of any work or services required by the Collector under this Agreement, shall have no contractual relationship with the Commission, and shall not be considered employees of the Commission. Any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against the Collector, its officers, agents, contractors, or employees shall in no way be the responsibility of the Commission. The Collector shall defend, indemnify, and hold the Commission, its board members, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the Commission, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay, and PERA.

VIII. INDEMNIFICATION

A. Indemnification of Commission. The Collector agrees to defend, indemnify, and hold harmless the Commission, its board members, officers, agents, and employees (including duly authorized volunteers) from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act, or omission, of the Collector, its officers, agents, employees (including duly authorized volunteers), or contractors, or anyone whose negligent act, or omission, any of them may be liable for in the performance of the services required by this Agreement, and against all loss by reason of the failure of said Collector to perform fully, in any respect, all of its obligations under this Agreement.

B. Indemnification of Collector. The Commission agrees to defend, indemnify, and hold harmless the Collector against liability for removal or remedial actions required under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the Minnesota Environmental Response and Liability Act (MERLA) for a release or threatened release of hazardous substance from Acceptable Waste delivered by the Collector pursuant to this Agreement to the Commission Facilities, not rejected by the Commission, and not rejected by the disposal facility utilized by the Commission. It is further understood and agreed that the Commission's duty to indemnify the Collector shall be null and void if:

1. The Collector, without the express written consent of the Commission, assumes any obligation, makes any payment, incurs any expense, or compromises in any way a claim covered by this indemnification;

2. The Collector fails to give timely notice of claim and provide of copies of documents as required;

3. The Collector fails to cooperate with the Commission in the investigation, settlement, or defense of the claim or suit; or

4. The Collector knowingly delivers Unacceptable Waste to a Commission Facility.

The Commission shall provide legal representation through legal counsel of its choice for the defense of claims asserted against the Commission, the Collector and/or other waste haulers if those claims are indemnified by the Commission under this Article. In its sole discretion, the Commission may choose to provide legal representation through common counsel or separate counsel to represent the Collector for said claims. The Collector shall be solely responsible for defending claims or portions of claims not indemnified by the Commission under this Article. The Collector agrees that (1) it will not claim or assert, that based solely on common counsel's past or present representation of the Commission, said counsel has a conflict of interest in performing legal services under this Article; (2) it will not claim or assert, that based solely on common counsel's representation under the terms of this Agreement, said counsel has a conflict of interest in connection with any representation of any other person or entity in a matter pending; and (3) in the event that any legal conflict develops in the continued representation of the Commission and other waste haulers, the Collector may consent to have the common counsel continue to represent it under this Article. Nothing in this Agreement shall prevent Collector from retaining, at the Collector's sole expense, its own counsel of the defense of claims indemnified by the Commission under this Article in the event a conflict of interest exists.

The Collector agrees to timely assign to the Commission all claims the Collector r may have that arise in connection with claims indemnified by the Commission.

C. No Waiver of Immunities. Nothing in this Agreement shall constitute a waiver or diminution by the Commission of any immunities or statutory limitations on liability.

IX. DATA PRIVACY

The Collector and the Commission agree to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and/or data, including but not limited to information made non-public by such laws or regulations.

X. SUCCESSORS

This Agreement shall be binding on the Collector and its successors and assigns.

XI. MERGER AND MODIFICATION

A. It is understood and agreed that the entire Agreement between the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement or incorporated or attached and are deemed to be part of this Agreement.

B. All alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

XII. SURVIVAL OF REPRESENTATION AND WARRANTIES

The representations, warranties, covenants and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Agreement.

XIII. DEFAULT

A. Collector Default.

The following shall constitute a default by the Collector:

1. Failure to comply with all applicable laws, ordinances, rules, licenses and regulations relating to solid waste hauling;

2. Failure to maintain insurance as required by any licensing authority;

3. Failure to make timely payment of all fees payable pursuant to this Agreement; or

4. Failure to fulfill any of its other obligations under this Agreement.

Notwithstanding the above, the Collector shall not be relieved of liability to the Commission for damages sustained by the Commission by virtue of any breach of this Agreement by the Collector. It is further agreed, that any right or remedy provided for herein shall not be considered as the exclusive right or remedy of the Commission for any default in any respect by the Collector, but such right or remedy shall be considered to be in addition to any other right or remedy hereunder or allowed by law, equity or statute.

B. Commission Default.

The following shall constitute a default by the Commission:

1. The persistent or repeated failure to fulfill any of its material obligations under this Agreement; or

2. Failure to accept waste at the Commission Facilities for a period of more than 30 consecutive days.

C. Opportunity to Cure.

No event of default set forth in this Article shall give rise to the right to terminate unless and until (1) written notice is given to the defaulting party, specifying that a particular event of default exists which will, unless corrected within a thirty (30) day period of time, constitute a material breach of the Agreement on the part of the defaulting party; and (2) the defaulting party has not corrected such default within such period of time.

The Commission's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consents shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

XIV. TERMINATION

A. In the event that the Collector and the Commission mutually agree in writing to terminate this Agreement, such termination shall take effect on the date agreed upon by the parties.

B. Either party may terminate this Agreement by reason of the default of the other party, unless the default has been cured within the thirty (30) day period following notice of the default as provided in Article XIII, Section C.

C. If the Commission's MMSW land disposal facility located near Mora, MN is within 75,000 cubic yards of it's maximum permitted disposal capacity, and the Commission determines that there is not sufficient capacity to operate to the full term of the Agreement, the Commission may notify Collector of its intent to either terminate or renegotiate the Agreement. If the Commission elects to terminate, such notice shall specify a termination date, which must be no less than 120 days after the date of the notice. If the Commission elects to renegotiate, both parties agree to negotiate in good faith a mutually acceptable solid waste delivery agreement. Collector or Commission may terminate the Agreement on 30 days written notice to the other party anytime after 120 days from the date of the notice of intent to negotiate.

XV. NOTICES

Whenever a written notice is required to be given pursuant to this Agreement, the notice shall be sent by U.S. Mail with postage prepaid. The notice will be sent to the parties at the addresses specified on the first page of the Agreement. A notice sent to the Commission shall be addressed to the attention of the Executive Director. The written notice will be deemed received by the party three days after the date of mailing. The laws of the State of Minnesota shall govern this Agreement.

XVI. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

XVII. NON-DISCRIMINATION - AFFIRMATIVE ACTION

In accordance with the Commission's policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, public assistance status, ex-offender status, or national origin; and no person who is protected by applicable federal or state laws, rules, or regulations against discrimination shall be otherwise subjected to discrimination.

XVIII. APPEAL

A. Right of Appeal. Any Collector that believes it has been aggrieved by a decision of the Executive Director in accordance with the provisions of this Agreement shall have the right to appeal the decision by serving the Executive Director with a request for hearing. The request for hearing must be received by the Executive Director within fifteen (15) days after the Collector receives written notice of the decision. If the Collector fails to request a hearing with the time prescribed, the Collector shall forfeit any right to a public hearing. Upon receipt of a written request for a hearing, the Commission shall set a hearing not earlier than ten (10) days and not later than sixty (60) days from the date of receipt of the request.

B. Hearing. Whenever a hearing is requested the hearing shall be governed by the following procedures:

1. The Commission shall have the power to conduct public hearings pursuant to this Section. Upon receipt of a request for hearing, the Chairman of the Commission shall appoint three members of the Commission ("Panel") to conduct the hearing on behalf of the Commission. The Panel shall submit to the Commission, in writing, findings of fact and recommendations, and the Commission may base its decision on this report.

2. The Commission shall notify the Collector in writing as to its decision within five (5) working days after a decision is reached.

3. All hearings shall be conducted in the following manner:

a. A verbatim transcript of the hearing shall be recorded and transcribed, if necessary.

b. All testimony shall be sworn under oath.

c. The rules of evidence shall be informal. All relevant evidence, subject to the Panel's discretion, may be reviewed.

d. The Commission shall present evidence first.

e. The Collector, or its counsel, if represented, may cross-examine all witnesses testifying in the proceedings.

f. The attorney for the Commission may cross-examine all witnesses testifying in the proceedings.

g. The decision of the Commission may be based on the evidence presented at the hearing before the Panel and on the findings of fact and recommendations of the Panel.

h. If the Collector fails to appear at the hearing, it shall forfeit any right to a public hearing before the Commission.

i. Any Collector that believes it has been aggrieved by a decision of the Commission shall have the right to appeal to the District Court on questions of law and fact within thirty (30) days of the date of the decision.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

COUNTY OF PINE

By: ______________________________
Stephen M. Hallan, Chair
Pine County Board of Commissioners

Dated: December 19, 2023

EAST CENTRAL SOLID WASTE COMMISSION

By:______________________________
It's Chair

Dated: ____________________________

By: ______________________________
David J. Minke
County Administrator

Dated: December 19, 2023

By: ______________________________
It's Executive Director

Dated: __________________________

APPROVED AS TO FORM

By: _________________________________
Reese Frederickson
County Attorney

Dated: __________________________

HUMAN SERVICES UNIT

AGREEMENT

BETWEEN

THE COUNTY OF PINE

AND

AFSCME COUNCIL 65, LOCAL 1647, AFL-CIO

(Human Services Unit)

January 1, 2024 – December 31, 2025

ARTICLE I
PURPOSE OF AGREEMENT

Section A. This Agreement is entered into between the County of Pine, hereinafter called "the Employer," and AFSCME, Council No. 65, Local 1647, AFL-CIO, hereinafter called "the Union."

Section B. This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

ARTICLE II
RECOGNITION

Section A. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of all non-supervisory and non-confidential employees in the Pine County Health and Human Services Department who are public employees within the means of Minnesota Statutes Section 179A.03, Subd. 14, as set forth in the B.M.S. order dated October 13, 1988, in Case No. 89-PR-2053.

Section B. In the event, the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section C. The Employer will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees as are herein defined, either individually or collectively, which in any way conflicts with the terms or conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agent for such employees.

ARTICLE III
UNION SECURITY

Section A. The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month, after such deductions are made.

Section B. The Union may designate employees from the bargaining unit to act as stewards and alternates and shall inform the Employer in writing of such notice and changes in the position of steward and/or alternate.

Section C. The Employer agrees to recognize stewards certified by the Union as provided in this section subject to the following stipulations:

> Subsection 1. The Union may designate stewards and alternates and shall notify the Employer when such designation is made.
>
> Subsection 2. Stewards and other employee Union officers shall not leave their workstations without the prior permission of their immediate Supervisor and they shall notify their designated Supervisor upon their return to their workstations. Permission to leave a workstation for Union business will be limited to the investigation and presentation of grievances and negotiations.

Section D. The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s). Such announcements shall be submitted to the Employer or its designee for approval before posting.

Section E. The Union shall represent all members of the unit fairly and without regard for Union membership or non-membership or other factor.

Section F. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order, 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 G. 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 Department Head and/or the County Administrator and provided the Union representatives do not interfere with the work of employees.

ARTICLE IV
EMPLOYER AUTHORITY

Section A. The Employer retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to transfer personnel for just cause; to contract with vendors and others for good and/or services; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment Labor Relations Act of 1971, as amended.

Section B. Any term and condition of employment not specifically established or modified by the Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE V
GRIEVANCE PROCEDURE

Section A. Definition of a Grievance
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section B. Processing a Grievance
It is recognized and accepted by the Union and the Employer that the processing of a grievance hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representatives shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representatives have notified and received approval of the Director or the Director's designee who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section C. Procedure
Grievances shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days after such alleged violation has occurred, present such grievance in writing to their immediate Supervisor. The Supervisor will discuss and give, in writing, an answer to such Step 1 grievance within ten (10) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within five (5) working days after the Supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within five (5) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Director. The Director shall give the Union the Employer's answer in writing within five (5) working days after meeting concerning such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within five (5) working days following the Employer's final answer in Step 2.

Step 3. If appealed further, the written grievance shall be presented to the County Administrator by the Union. The County Administrator shall give the Union the County's answer within five (5) working days.

Step 3. Alternative: Mediation. If the Union does not agree to the Employer's response to the grievance at Step 3, the Union may request that the matter be referred to mediation. If the Employer agrees to mediation of the grievance, the Bureau of Mediation Services will be contacted for assistance. Participation in mediation shall be voluntary. Either party may terminate mediation by written notice to the other party. The time limits for submission of a grievance to Step 4 of the grievance procedure shall be tolled while the parties are in mediation. The mailing of notice to terminate mediation shall start the time for appeal to arbitration.

Step 4. A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

Section D. Arbitrator's Authority

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the 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 laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by 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 it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section E. Waiver

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 Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

Section F. Leave for Union Activities

Any employee elected by the Union to represent such Union at International, State or District meetings, which require his/her absence from duty, shall be granted the necessary time off to attend such meetings without pay. There shall be no loss of seniority rights granted by the Employer, nor there any discrimination to an employee elected to represent the Union at Union Activities.

Type of Meeting	Number of Delegates	Maximum Time
International	1	Nine (9) calendar days
State Federation	1	Seven (7) calendar days
State Council	2	Two (2) working days
District	2	One (1) working day

In the event that additional time off is necessary for the above Union activities or other Union business, such additional time off may be granted subject to the approval of the Department Head.

ARTICLE VI
DEFINITIONS

Section A. Employee
A Pine County Health and Human Services member of the exclusively recognized Health and Human Services bargaining unit.

Section B. Union
The American Federation of State, County and Municipal Employees, AFL-CIO, Council 65.

Section C. Employer
The County of Pine, Minnesota.

Section D. County Board
The Pine County Board of Commissioners.

Section E. Department Head
The Health and Human Services Director.

Section F. Full month of service
Any calendar month during which an employee is compensated for twenty (20) working days.

Section G. Job Share
Sharing of a position (or positions) by employees.

Section H. Alternative Schedule
A wellness schedule is a long-term adjustment which differs from the regular schedule as defined in Article 8.1 and has to be approved by the Department Head.

Section I. Wellness Schedule
A wellness schedule is a temporary adjustment to the regular schedule as defined in Article 8.1 and has to be approved by the employee's Supervisor.

Section J. Temporary Employee
An employee hired on a temporary basis, for a period not to exceed one (1) year, as designated by the Employer, in a position that has little or no prospect of continued employment. Such employee shall be paid at the rate set forth in Appendix A and shall not receive any other benefits.

Section K. Exempt and Non-Exempt Employees
All employees in this bargaining unit are nonexempt employees, meaning they are not exempt from the overtime law and are considered hourly employees. Hourly employees may receive overtime when their hours exceed forty (40) in a workweek. See Article VIII.

Section L. The Management Team
The Director and supervisory staff within the Department.

Section M. Professional Employees
Nurses, Social Workers and Mental Health Workers.

ARTICLE VII
SENIORITY, LAYOFF, PROMOTION

Section A. County Seniority
Seniority shall be the length of full-time and part-time continuous employment with the Employer. Seniority for part-time employees shall be based on hours worked, that is, prorated.

Section B. Classification Seniority
Seniority shall be the continuous length of service, full-time and part-time (prorated) in a particular classification within the bargaining unit.

Section C. Bargaining unit seniority
Seniority shall be the continuous length of service in this bargaining unit.

Section D. A reduction of the workforce shall be accomplished on the basis of inverse classification seniority, provided all initial probationary period and temporary employees in the classification are laid off first. An employee may bump back into a lower classification previously held by the employee, on the basis of bargaining unit seniority, provided they are qualified to perform all the duties of that classification to avoid a layoff, their salary shall be the lesser of their present salary or the maximum of the new classification.

Section E. An employee being laid off from the bargaining unit retains seniority in the bargaining unit for a period of one (1) year. Employees shall be recalled from layoff according to their classification seniority. No new employees shall be hired in a classification where employees are on layoff, demotion, or reduction status until all employees on such status in the classification desiring to return to the classification have been recalled or upgraded. Notice of recall shall be sent to an employee at their last known address by certified or registered mail. If an employee fails to return to work within three (3) weeks of the date the Notice of recall was sent, the employee shall be considered as having resigned.

Section F. Employees shall lose their seniority standing upon voluntary resignation from employment, or upon discharge for cause.

Section G. The seniority of an employee on temporary layoff shall continue to accumulate. A temporary layoff shall not exceed one (1) year.

Section H. The seniority of an employee on a personal leave of absent shall continue to accrue for ten (10) calendar days. If the personal leave exceeds ten (10) calendar days, seniority is frozen on the eleventh (11th) day. When an employee is absence due to illness for less than ten (10) days, seniority shall continue to accumulate. The seniority of an employee on an authorized leave of absence, which includes a leave of absence under FMLA shall continue to accumulate. When an FMLA leave expires, seniority shall be frozen at the date the FMLA leave of absence expires. Such employees shall again acquire seniority upon return to employment.

Section I. Hiring Practices.
The Employer is committed to hiring the most qualified candidates for County service. If all other job relevant qualifications are equal, the applicant with the most bargaining unit seniority shall receive the promotion. Job vacancies shall be posted internally, within the organization of Pine County. (All County employees may apply for any positions that are posted internally.)

Section J. When vacancies occur within the bargaining unit or when new positions are created within the bargaining unit, notices of such vacancies or new positions shall be posted internally within the organization of Pine County. The Employer reserves the right to advertise in any fashion along with posting internally. Within seven (7) calendar days of the internal posting, any employee wishing to be considered for such vacancy or new position shall apply, following the Pine County application-process. Employees in this bargaining unit shall have preference in the selection process for vacant positions that are covered in this bargaining unit. Bargaining unit member credit of five (5) points shall be automatically added to a one hundred (100) point rating system during the selection process.

Section K. The seniority list shall be posted January of each calendar year and available in the Administrator's Office. A copy of the seniority list shall be sent to the Steward.

ARTICLE VIII
HOURS OF WORK AND OVERTIME

Section A. A full-time employee shall be required to work the equivalent of thirty-seven and one-half (37.5) hours per week, except for authorized absences. The typical working hours shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday, or a wellness schedule. In no case shall any wellness schedule limit or impede customer service or add to the overall cost to the department's operations.

Section B. Employees may request a wellness schedule.

Section C. A part-time employee or temporary employee shall be required to work a determined number of hours per week and a determined schedule of specific work hours, as agreed upon between the Employer, Department Head and employee.

Section D. Lunch
All employees shall be entitled to at least a thirty (30) minute, but not more than sixty (60) minute unpaid lunch break as scheduled by the Department Head.

Section E. Rest Periods
Normally employees will be granted a fifteen (15) minute rest period each morning and afternoon as scheduled by the Department Head. If an employee elects not to take a rest period or if the needs of the County interfere with the taking of such a rest period, such time shall not be accumulated for the purpose of extra payment or time off.

Section F. Overtime compensation in the form of salary or compensatory leave will be provided to all non-exempt full-time or part-time employees, with prior approval of the Department Head or designee. The Employer shall pay straight time up to forty (40) hours. All hours worked in excess of forty (40) hours per week shall be compensated for at time and one-half (1.5) the regular straight time hourly rate of pay. A workweek is defined as Sunday through Saturday. Typically, all hours worked in excess of forty (40) hours per week must be approved and authorized by the Supervisor or Department Head. An alternative to payment for overtime shall be the allowance by the Department Head or Supervisor of compensatory time off at the same rate and standard as used for the accumulation of wage compensation.

All paid holidays recognized as holidays in this contract shall be considered in the computation of overtime. All paid sick time or PTO used for illness, shall be considered in the calculation of overtime. Paid sick time or PTO for illness shall not exceed an employee's normally scheduled workday. All hours worked on a Saturday or Sunday shall be considered overtime hours and subject to the above conditions whether or not a full week has been worked by the employee.

The base pay rate or premium compensation shall not be paid more than once in the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation. (These provisions shall be interpreted to comply with the FLSA.)

Section G. The Department Head or Supervisor shall be responsible for assigning overtime. Employees shall be credited with compensatory leave or compensatory income only if authorization is obtained prior to working the overtime, or in the event of a demonstrated emergency.

Section H. Compensatory leave or compensatory income shall be earned for each hour worked in excess of thirty seven and one-half (37.5) hours per week. Compensatory leave or income shall be earned at the rate of one (1) hour for each hour worked in excess of thirty seven and one-half (37.5) hours per week and one and one-half (1.5) hours for each hour in excess of forty (40) hours per week. The Department Head or Supervisor shall determine whether the employee receives compensatory leave or compensatory income. Any compensatory income earned shall be cashed out twice each year in June and November.

Section I. The Department Head or Supervisor shall make every effort to schedule the compensatory leave within two (2) payroll periods after the day the compensatory leave is earned.

Section J. Other leaves of absence, unpaid leaves of absence, rest periods and lunch periods (if scheduled and not taken), or time spent in contract negotiations shall not count toward the calculation of overtime.

Section K. On-call Time
The county may assign child protection social workers to be on call. The on-call period shall be 4:30 PM Monday - 8:00 AM the following Monday. Workers assigned on call shall be paid $300. An additional $100 per holiday will be paid if the on-call period includes a holiday. In addition, the workers will be paid for time actually worked during the on-call period.

Section L. An employee may request a job share work schedule. Such requests shall be made to the Department Head thirty (30) days in advance of the desired start date and shall identify in writing the potential advantages, disadvantages, conditions (if any) and persons involved. The request shall be forwarded to the County Board with the recommendation of the Department Head for their decision, pursuant to Article 5.1 of the Pine County Personnel Policies and Procedures. Job share decisions shall not be subject to grievance procedures as provided in Article 5.

Section M. This Article is intended only to define the normal or typical 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 N. Base pay shall not be pyramided when calculating overtime or premium pay.

ARTICLE IX
EMPLOYEE PROBATIONARY PERIODS

Section A. All newly hired or rehired employees shall be probationary and shall serve a six (6) month probationary period. This probationary period shall not be prorated for part-time employees.

Section B. The Employer, at its sole discretion, may discipline or discharge a probationary employee. Such action shall not be subject to the grievance procedure.

Section C. County employees promoted or transferred within or into the bargaining unit to a new position shall serve a six (6) month trial period. Trial period employees may utilize accrued vacation time, following the recognized request for time off process.

Section D. The Employer may return a trial period employee to a position in their former classification and to their rate of pay immediately previous to transfer or promotion.

Section E. A trial period employee shall have the right to revert to a position in their former classification and to their rate of pay immediately previous to transfer or promotion.

ARTICLE X
PAID TIME OFF (PTO)

Section A. PTO shall be granted to all bargaining unit employees. Schedules as shown are for full-time employees and must be pro-rated for benefit-eligible employees less than 37.5 hours. PTO shall accrue beginning with the first month of employment.

Date of hire through Year 4	2.00 days per month
Start of Year 5 through Year 9	2.25 days per month
Start of Year 10 through Year 14	2.50 days per month
Start of Year 15 through Year 19	2.75 days per month
Start of Year 20 and beyond	3.00 days per month

Maximum PTO accrual amount shall not exceed 640 hours.

Section B. Anniversary Date
All increases in PTO are based on the employee's anniversary date of original employment during a period of continuous employment.

Section C. Availability of Paid Time Off
PTO is credited each pay period. Earned PTO is available for use the pay period after it was credited.

Section D. Maximum Accrual
Employees shall not accrue more than six hundred forty (640) hours into his/her PTO account. Hours earned in excess of six hundred forty (640) hours shall automatically be forfeited.

Section E. PTO Accrual Cash out or HCSP
Employees will be allowed to cash out or move to their HCSP a total of seventy-five (75) hours (two (2) weeks) per year of PTO. The employee may submit up to 2 requests per year to cash out our transfer this PTO. If the Cadillac Tax provision of the Affordable health Care Act is triggered by this provision of the Collective Bargaining Agreement Employer and the Union will meet and confer to develop a MOU to avoid triggering the Cadillac Tax.

Section F. Existing Sick Leave Balances
Existing Sick leave may be used for personal illness, legal quarantine, injury, or death/illness in the immediate family. Immediate family shall be defined as the employee's/employee's spouse's children, parents, grandparents, siblings, or any member of the employee's household. Sick leave may also be used to attend medical or dental appointments or to transport a family member to such an appointment.
Upon termination with the County, employees shall not be paid for hours in their sick leave accounts.

Section G. Personal Days
All Full-time employees will receive 5 Personal Days on January 1st of each year. Personal Days must be used by December 1st or unused days will be deposited into a Health Care Savings Account administered by the Minnesota State Retirement System to be used following separation of County service. Part-time employees will not be entitled to Personal Days.

Section H. Requesting/Scheduling Paid Time Off
Employees shall complete the form entitled "Request for Paid Time Off' and route it to their supervisor for approval of scheduling the day off. Upon approval, the employee shall document their use of PTO on their timesheet. PTO may not be used to extend an employee's termination date nor may it be used on an employee's final day of County employment. Scheduling of PTO will be determined per departmental policy or practice.

Section I. Payment for Unused PTO
The County will pay up to six hundred forty (640) hours of unused PTO to the employee's then current level of compensation upon death of an employee to the employee's estate or designated beneficiary. Up to six hundred forty (640) hours of PTO at time of resignation or retirement shall be paid 50% as cash and 50% deposited into a Health Care Savings Plan administered by the Minnesota State Retirement System as a severance to be used following separation of County service.

Section J. In determining PTO periods, the wishes of the employees will be respected as to the time of taking PTO, insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of PTO when an agreement cannot be reached among the employees. In no case shall an employee be denied his/her vacation in any calendar year.

Section K. The PTO period of an employee shall not be split, except at the option of the employee.

Section L. When a medical emergency arises during an employee's planned PTO period, sick leave may be used rather than PTO. In such cases, the Employer may require evidence of illness or medical attention required.

Section M. PTO credit shall be earned only while an employee is on the job, on sick leave, holidays or PTO.

Section N. Donation of Leave (Pine County Leave Donation Policy)
It is the policy of Pine County to permit the donation of accrued paid leave from one employee to another employee requesting leave.

The purpose of the Paid Time Off/Vacation Donation Program is to provide a safety net of County compensation benefits for county employees, when the recipient employee has exhausted PTO, banked sick leave, compensatory time and vacation, due to a catastrophic illness/injury or medical condition that requires the recipient employee’s absence or attendance to a spouse’s or child’s condition.

Definition. A catastrophic illness or injury is one that incapacitates the employee, his or her spouse or child which has caused the employee to exhaust other eligible leave credits. (i.e. car accident, cancer)

Eligibility. Program recipients must meet all of the following criteria to receive donated hours:

1. Must have requested donated leave due to a catastrophic illness/injury or medical condition.
2. Must have written verification of a catastrophic illness/injury or medical condition from a licensed medical practitioner.
3. Must have completed six (6) months of employment.
4. Must have PTO/vacation donation request acknowledgement from his/her department head.
5. All PTO or vacation leave transferred shall be used at the recipient's pay rate.
6. Recipients of donated leave may have no more than five (5) days of PTO and/or sick leave available at the time leave is donated to them.
7. Other wage-replacement benefits are allowed and any use of PTO / Vacation Donation Benefits will be offset. In order to receive pay for a holiday while receiving donated leave, donated leave will need to be used for the holiday. If an employee is on an intermittent FMLA and works the full day before and the full day after a holiday, the preceding would not apply.

A leave donor must meet the following criteria and requirements:

1. An irrevocable donation of not more than the donor's current accrued PTO/vacation leave donated in increments of one hour with a minimum donation of one hour.
2. Certification that no solicitation and/or acceptance of any money, credit, gift, gratuity, thing of value or compensation of any kind has been provided, directly or indirectly, to the donor.

Process

To request or receive donated PTO/vacation, the appropriate forms, including information from the treating physician, must be completed and returned to Human Resources. The final decision on the award and distribution of donated leave time rests with the County and shall not be subject to any labor agreement or County policy grievance procedure.

ARTICLE XI
PAID HOLIDAYS

Section A. All employees shall be granted leave of absence with regular pay on all legal holidays. These are:

New Year's Day	Juneteenth	Thanksgiving Day
Martin Luther King Day	Independence Day	Friday after Thanksgiving
Presidents' Day	Labor Day	Christmas Eve
Memorial Day	Veterans Day	Christmas Day

When Christmas Eve falls on a Saturday and when Christmas Day falls on a Sunday, then the preceding Friday will be observed as the Christmas Eve holiday and the Monday as the Christmas Day holiday. When Christmas Eve falls on a Sunday and Christmas Day on a Monday, then the preceding Friday will be observed as the Christmas Eve Holiday. When Christmas Day falls on a Saturday, the preceding Friday will be observed as Christmas Day and the preceding Thursday will be observed as the Christmas Eve holiday.

When a recognized holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be declared the regular holiday for employees whose normal schedule is Monday through Friday.

The County Board maintains management rights to maintain minimal operations when Christmas Eve or Christmas Day is observed on a Thursday or Friday.

In order for full-time or part-time employees to qualify for the holiday pay provided in this Article, they must be on paid status on the last scheduled workday immediately preceding the recognized holiday, and the first scheduled workday immediately following the recognized holiday. "Paid status" includes all eligible part-time employees earning wages pursuant to their regular work schedules.

Part-time employees shall receive holiday pay on a prorated basis. Part-time employees must be regularly scheduled to work eighteen and three-quarters (18.75) or more hours per week to be eligible for holiday leave.

ARTICLE XII
LEAVES OF ABSENCE

Section A. Funeral Leave

A maximum of three (3) days may be taken with compensation in the event of a death of an employee's brother, sister, brother-in-law, sister-in-law, spouse, children, parents (step and biological), grandchildren, grandparents, father-in-law, mother-in-law, or ward of the employee's household. An employee may use benefit time for time off after the three (3) days with the approval of the Supervisor.

Section B. Court Duty

Employees subpoenaed as witnesses or called and selected for jury duty related to County employment, shall receive their regular compensation and fringe benefits. Pay received for jury or witness duty must be given to the County by the Employee. Pay for expenses may be kept by the employee.

Section C. Family and Medical Leave.

Subsection 1. Employees eligible under the Federal Family and Medical Leave Act of 1993 shall receive up to a total of twelve (12) workweeks of unpaid leave during any twelve (12) month period, under the terms of that Act, for one or more of the following reasons:

a. Because of the birth of a child of the employee and in order to care for the child.
b. Because of the placement of a child in an employee's home for adoption or foster care.

c. Because the employee needs care for a spouse, child, or parent with a serious health condition.
d. Because the employee has a serious health condition that makes the employee unable to perform the functions of his or her job.

Subsection 2. The County shall continue to pay the Employer's portion of any health care premium for employees on leave under the Federal Family and Medical Leave Act of 1993.

Subsection 3. Employees on unpaid leave, other than that provided under Family and Medical Leave Act of 1993, shall be permitted to pay the contributions required or permitted by law to be made by the employee and the Employer into the employee's pension or retirement fund to insure full credit for retirement purposes. An employee returning from unpaid leave shall retain all benefits that he or she possessed prior to the leave, but shall accrue no additional benefits during the leave.

Subsection 4. The applicable periods of probation as set forth in Minnesota Statutes are intended to be periods of actual service enabling the Employer to have an opportunity to evaluate the employee's performance. The period of time for which the employee is on unpaid leave shall not be counted in determining the completion of a probationary period.

Subsection 5. An employee on unpaid leave, other than that provided under Family and Medical Leave Act of 1993, is eligible to participate in group health insurance and life insurance programs, but shall pay the entire cost of the premium. Once an employee returns to employment, the County's payment of premiums shall recommence.

An employee absent on unpaid leave that is covered under Family and Medical Leave Act of 1993 shall be entitled to return to the same job he or she held at the time they went on leave or if their position is not available, to a comparable position. An employee on an FMLA leave shall be entitled to use any unused accumulated vacation and or sick leave.

Subsection 6. An employee may use compensatory time or accrued paid vacation or other appropriate paid leave to attend school, child care or pre-kindergarten conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. The County shall grant leaves requested for this purpose, not to exceed sixteen (16) hours during any twelve (12) month period and under terms of the Minnesota Parental Leave Act.

Subsection 7. Employees shall provide thirty (30) days' written notice when the leave is foreseeable, such as for the expected birth or adoption of a child. Where not possible, employees are required to provide as much notice as is practical.

Section D. Personal Leave for Full-time or Part-time Employees
Personal leaves for a limited period not to exceed six (6) months may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. Such personal leave shall be at the discretion of the Department Head and/or Human Resources Manager. All personal leaves shall be without compensation. Once an employee returns to employment, the County's payment of related insurance premiums shall recommence. The seniority of an employee on personal leave shall be frozen at the date personal leave is commenced. Such employees shall again accrue seniority upon return to employment.

Section E. Military Duty Leave
Every employee shall be entitled to military leave as provided by state and federal law including Minnesota Statutes § 192.26, Minnesota Statutes §191.261 and USERRA, 38 U.S.C. § 4317(a)(2). The employee shall immediately inform their respective Department Head regarding the military duty and need for military leave as soon as known by the employee.

ARTICLE XIII
INSURANCE

Section A. A full-time employee shall be entitled to medical insurance coverage as specified in the Medical Plans described below, with the following Employer/Employee contribution levels. Part-time employees who work at least twenty (20) hours, but less than thirty-seven and one-half (37.5) hours, per week shall be entitled to prorated Employer contributions for medical insurance coverage as specified in the Medical Plans described below.

The county's contribution for 2024 is show on Appendix B.

For 2025 single coverage, the county contributes the first 6% of increase over the previous year's premium. If the premium increase is more than 6%, the parties agree to split the amount of the increase over 6% at 50/50.

For 2025 family coverage, the county will contribute 70% of the premium increase from the previous year's amount.

Any decrease in rates in any year will be split based on who paid (county or employee).

Contributions to the VEBA and HSA savings account shall be made in January of each year.

The Insurance Committee with membership from all Unions, non-contract management, and the County Personnel Committee will make a joint recommendation to the County Board. The Insurance Committee will meet quarterly.

Section B. Life Insurance.
The County shall provide a group term life insurance policy in the amount of Thirty Thousand and no/100 Dollars ($30,000.00) for each full-time employee. Life insurance benefits for part-time employees who work at least twenty (20) hours per week, but less than thirty-seven and one-half (37.5) hours per week, shall be pro rata.

During the open enrollment period for selecting insurance options, Employees shall be offered the ability to select short term disability coverage. The premium for this coverage shall be borne by the Employee.

Section C. Me Too Clause.
If any union or non-union employees receive health insurance contribution adjustments greater than the AFSCME contract, bargaining unit employees shall receive the increased contribution to match the increased contribution.

ARTICLE XIV
OTHER BENEFITS

Section A. Expenses, Meal and Lodging Expenses, Mileage Reimbursement
All expenses shall be reimbursed in accordance with the County Personnel Policies.

Section B. Application of Personnel Policies
The County Personnel Policies shall apply in all instances not in conflict with the expressed terms of the Agreement (includes Life/AD&D premiums). Employees must comply with the County Appearance and Dress Policy effective upon ratification of the contract.

In the event of any proposed changes to the County Appearance and Dress Policy, the County will form a committee with membership from all Unions, non-contract management, and the County Personnel Committee. The committee will make a joint recommendation to the County Board regarding any changes to the policy.

Section C. Intern Training
Primary supervision of volunteers and interns shall be done by supervisory staff. Coordination of training may be done by line staff under the direction of supervisory staff. This mentoring or coordination shall be done on a voluntary basis. However, management may require staff to assist in limited aspects of the training, e.g. office shadowing, explaining office procedures, programs or client services. If the line staff feels that assisting a volunteer or intern would compromise their ability to perform their primary job duties, the Supervisor or mentor shall give full consideration to relieving the worker(s) of helping a volunteer or intern. Declining to assist with a volunteer or intern would not affect an employee's performance appraisal.

ARTICLE XV
WORKER'S COMPENSATION

Section A. An employee receiving compensation under worker's compensation will be processed in the following manner, which applies only so long as the employee has accumulated unused sick leave:

Subsection 1. The employee will keep the worker's compensation check and provide the Auditor's Payroll Department with a copy of the check. The employee is obligated to inform the Auditor of the amount of the worker's compensation payment immediately upon receipt of such payment. Failure to notify the Auditor upon receipt of such payment, may subject the employee to discharge from employment.

Subsection 2. The County will pay the employee the difference between the worker's compensation check and full salary.

Subsection 3. The employee's sick leave will be reduced by the amount of pay, in above, translated into hours and days.

Section B. If an employee does not wish to have his/her accumulated sick leave reduced through the process described above, such employee may choose the option of declining compensation by Pine County and retaining instead the worker's compensation checks.

Section C. A doctor's certificate shall be required to show the ability to work at his/her former job classification.

ARTICLE XVI
COMPENSATION

Wages shall be paid in accordance with the schedule in Appendix A.

Section A. Appendix A consists of Steps 1 through 7, plus an additional Year 10. Once an employee serves ten (10) consecutive years of service with Pine County, they shall move to Year 10. [unless the anniversary calculation was changed as provided in section D below] Newly-hired employees shall receive a step increase upon successful completion of 1-year full-time employment or the equivalent of 1 year of full-time employment. Steps shall continue at 12 month intervals until they reach the maximum salary for the class.

Section B. No employee shall be paid above the salary scale set forth in Appendix A.

Section C. An employee who transfers from one County Department or bargaining unit or non-union position to another shall retain their County seniority and other unpaid accumulated fringe benefits.

Section D. An employee who is promoted to a higher classification shall be granted an increase of five and one-half percent (5.5%) above their current rate of pay, or advance to the start rate of the new classification whichever is greater. In no case, shall the new wage exceed the maximum of the range. Additionally, an employee who is promoted shall have their pay anniversary date changed to coincide with the promotion date and calculation to year 10 shall reset to the number of years coinciding with the step placement in the new classification.

Section E. An employee who changes positions voluntarily to a lower classification shall retain their current step placement and wage. The employee shall have their wage frozen at the current rate and step until such time the wage of the new classification catches up with the employee's wage. The employee shall receive cost of living increases if so awarded and shall not receive any step increases. In no case, shall the new wage be more than the maximum of the range.

Section F. Employees who are involuntarily demoted or changed to a lower paid classification shall be placed on the pay range of the new classification at the nearest step lower to their current classification step. The pay anniversary date of the employee shall not change because of the demotion.. The employee shall have their wage frozen at the current rate and step until such time the wage of the new classification catches up with the employee's wage. The employee shall receive cost of living increases if so awarded and shall not receive any step increases.

Section G. An employee who is reclassified to a higher classification shall retain their previous step placement. The employee shall be placed at his/her previous step in the new classification.

Section H. Part-time employees shall move to the next step, based on total hours worked in a year. A work year consists of one thousand nine hundred fifty (1,950) hours.

Section I. Beginning January 1, 2024, employees who have reached fifteen (15) years of employment in their grade are eligible for up to a 2% performance increase on their 15-year anniversary date. The review for this performance increase will be performed by the employee’s direct supervisor and will consist of a meeting to review the employee’s performance. If the performance increase is denied in part or in full, the employee will have the right to appeal the decision to the Department Head with Human Resources present, within seven (7) days of the supervisor’s original decision. Any employee not awarded a 2% performance increase at fifteen (15) years will also be reconsidered for the increase at future anniversary dates.
Section J. If the County agrees, through negotiation (excluding any arbitration awards) to a COLA in an amount greater than awarded in this labor agreement, the same amount will be awarded to this unit.

ARTICLE XVII
DISCIPLINE

Section A. All documentation pertaining to disciplinary action shall be entered into the employee's personnel file. Employees may examine their individual personnel files at reasonable times with the knowledge of the Employer. If copies are requested by the employee for the majority of their file for personal use, an administrative charge for copying will be administered up to Twenty and no/100 Dollars ($20.00).

Section B. A written reprimand, suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed throughout the grievance procedure contained in Article V.

Section C. In the alternative of the grievance process, when applicable, any employee may seek redress through a procedure such as Human Rights, Minnesota Merit System, Bureau of Mediation Services or Veteran's Preference. Once a written appeal has been properly filed or submitted by the employee through the grievance procedure of these personnel policies and procedures or another available procedure, the employee's right to pursue redress in an alternative forum or manner is terminated. 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 other procedure precludes the aggrieved employee from making a subsequent appeal through the grievance procedure.

Section D. Employees may be subject to disciplinary suspension or discharge for misconduct. Misconduct shall include, but not be limited to, working under the influence of an intoxicant, theft, intentional or negligent destruction of the Employer's property, pilfering or the unauthorized appropriation of the Employer's property, disobedience of and failure to obey a lawful order, failure to perform job duties as defined in the employee's job description, commission of a crime, excessive absenteeism or tardiness, abuse of sick leave, violation of department rules or County policies or repetition of lesser offenses. Employees shall be disciplined for just cause only.

Section E. The Employer shall not discharge any regular employee without just cause. If the Employer feels there is just cause for discharge, the employee and the Union shall be notified, in writing, of the intent to discharge the employee and shall be furnished the reason(s) thereof. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting upon request. The right to such meeting shall expire at the end of the next scheduled workday of the employee after the notice of intent to discharge is delivered to the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of intent to discharge and the expiration of the meeting. Any extension beyond the next scheduled workday shall be by mutual agreement and without pay. In case of reinstatement after the hearing, the employee shall be given all the pay withheld during the period of suspension.

ARTICLE XVIII
SAVINGS CLAUSE

Section A. This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Pine. 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 provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE XIX
NO STRIKE

Section A. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in any Strike as defined in Minnesota Statutes 179A.03, Subd. 16. 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 XX
RIGHT OF SUBCONTRACT

Section A. Nothing in the Agreement shall prohibit or restrict the right of the Employer to subcontract work actually performed by employees covered by this Agreement.

Section B. In the event that the Employer determines to contract out or subcontract such work performed by employees covered by this Agreement, the Employer shall notify the Union when such determination is made, but in no case less than twenty (20) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the elimination of current employees.

ARTICLE XXI
SEXUAL HARASSMENT STATEMENT

Section A. The Employer and the Union believe that all employees have the right to work in an atmosphere free of sexual harassment. To this end, the Employer has adopted a specific personnel policy dealing with sexual harassment. Any employee who believes that he/she as been subjected to improper sexual harassment is urged to consult that policy. In addition, the employee is urged to contact the County Attorney, his/her Supervisor and his/her Union steward or staff representative if he/she is confronted with sexual harassment while an employee of the County.

ARTICLE XXII
COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section A. This Agreement shall represent the 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 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 by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII
DURATION

Section A. This Agreement shall be effective from January 1, 2024, through December 31, 2025.

Section B. This Agreement may be opened by either party by giving to the other party sixty (60) days' notice prior to December 31, 2025. Such notice may be given either personally or by mail.

Section C. The first negotiations meeting for the contract will be held no later than September 30th in the year in which the contract expires.

BOARD OF PINE COUNTY COMMISSIONERS PINE COUNTY, MINNESOTA	LOCAL #1647 AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 65 AFL-CIO HEALTH AND HUMAN SERVICES UNIT
BY	BY
______________________________	______________________________
County Board Chair	*President*
Date: ______________________	Date: ______________________
______________________________	______________________________
County Administrator	*Negotiation Committee Member*
Date: ______________________	Date: ______________________
	______________________________
	Staff Representative
	Date: ______________________

Appendix A—WAGES

1/1/24 (3.25% COLA; 2.75% market - total 6%)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 10	15 year 2% Performance
2	17.55	18.30	19.06	19.81	20.56	21.32	22.07	22.82	23.28
3	18.60	19.41	20.20	21.01	21.79	22.60	23.38	24.20	24.68
4	19.72	20.56	21.41	22.25	23.11	23.95	24.79	25.64	26.15
5	20.91	21.80	22.69	23.60	24.48	25.38	26.29	27.17	27.71
6	22.15	23.12	24.07	25.01	25.96	26.90	27.87	28.80	29.38
7	23.49	24.49	25.51	26.51	27.52	28.54	29.54	30.53	31.14
8	24.90	25.96	27.03	28.10	29.17	30.24	31.30	32.36	33.01
9	26.40	27.53	28.65	29.78	30.92	32.04	33.17	34.30	34.99
10	27.98	29.18	30.37	31.56	32.78	33.97	35.16	36.37	37.10
11	29.66	30.93	32.20	33.47	34.74	36.01	37.29	38.54	39.31
12	31.43	32.79	34.13	35.48	36.82	38.17	39.52	40.86	41.68
13	33.32	34.75	36.18	37.60	39.03	40.46	41.89	43.31	44.18
14	35.32	36.84	38.35	39.87	41.38	42.85	44.35	45.86	46.78

1/1/25 (5% COLA)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 10	15 year 2% Performance
2	18.43	19.22	20.01	20.80	21.59	22.39	23.17	23.96	24.44
3	19.53	20.38	21.21	22.06	22.88	23.73	24.55	25.41	25.92
4	20.71	21.59	22.48	23.36	24.27	25.15	26.03	26.92	27.46
5	21.96	22.89	23.82	24.78	25.70	26.65	27.60	28.53	29.10
6	23.26	24.28	25.27	26.26	27.26	28.25	29.26	30.24	30.84
7	24.66	25.71	26.79	27.84	28.90	29.97	31.02	32.06	32.70
8	26.15	27.26	28.38	29.51	30.63	31.75	32.87	33.98	34.66
9	27.72	28.91	30.08	31.27	32.47	33.64	34.83	36.02	36.74
10	29.38	30.64	31.89	33.14	34.42	35.67	36.92	38.19	38.95
11	31.14	32.48	33.81	35.14	36.48	37.81	39.15	40.47	41.28
12	33.00	34.43	35.84	37.25	38.66	40.08	41.50	42.90	43.76
13	34.99	36.49	37.99	39.48	40.98	42.48	43.98	45.48	46.39
14	37.09	38.68	40.27	41.86	43.45	44.99	46.57	48.15	49.11

Appendix B

2024 Health Insurance Contributions
Full-Time Employees

	Enrollment	Monthly Premium	Monthly County Cost	Monthly Employee Cost	Annual HSA/VEBA	Total Annual Employee Cost
$1,500/$4,000 80% CMM	Single	$1,128.10	$1,044.17	$83.92	N/A	$1,007.09
	Family	$2,819.90	$2,224.82	$595.07		$7,140.85
$2,150/$4,300 100% VEBA	Single	$1,214.61	$937.92	$276.69	$1275.00	$3,320.25
	Family	$3,292.36	$2,012.32	$1,280.03	$2550.00	$15,360.37
$3,200/$6,400 100% HSA	Single	$1,053.75	$969.82	$83.92	$892.19	$1,007.09
	Family	$2,567.78	$2,224.82	$342.95	$0.00	$4,115.44

Appendix C – Employee Roster

GRADE 2

Drexl	Sara	Office Support Specialist-HHS
Nisley	Lola	Office Support Specialist-HHS
Olsen	Donna	Office Support Specialist-HHS
Pixler	Julie	Office Support Specialist-HHS

GRADE 5

Billman	Judy	Account Technician
Dutcher	Kari	Account Technician
Guthrie	Roxanne	Account Technician
Boelman	Angela	Case Aide
Fjosne	Arlene	Case Aide
Koland	Marady	Case Aide
Nichols	Jessica	Case Aide
Robinson	Laurie	Case Aide
Steffen	Jessica	Case Aide
Tavernier	Laurie	Case Aide
Lombard	Diane	Support Enforcement Aide
Robbins	Samantha	Support Enforcement Aide

GRADE 6

Anderson	Lori	Eligibility Worker
Berberich	Janessa	Eligibility Worker
Bisek	Stacey	Eligibility Worker
Boese	Nikki	Eligibility Worker
Houska	Amanda	Eligibility Worker
Jansen	Karen	Eligibility Worker
Larson	Jennifer	Eligibility Worker
Neil	Brianne	Eligibility Worker
Newlin	Jami	Eligibility Worker
Roberts	Sabrina	Eligibility Worker
		Eligibility Worker
Schleret	Jayla	Eligibility Worker
Spencer	Ashley	Eligibility Worker
Stitt	Anne	Eligibility Worker

GRADE 7

Stoffel	Lisa	Community Support Technician

GRADE 8

Anderson	Tiffanie	Child Support Officer
Erickson	Tracy	Child Support Officer
Fox	Salena	Child Support Officer
Frey	Christina	Child Support Officer
Moran	Marcy	Child Support Officer
Weis	Yvette	Child Support Officer
Sammis	Kari	Collections Officer

GRADE 9

Rybak	Kari	Welfare Fraud Investigator
Roberts	Kala	Family Resource Center Coordinator

GRADE 10

Burch	Samantha	Public Health Educator
Freedlund	Hailey	Public Health Educator
Hicks	Jenae	Public Health Educator
Jensen	Krista	Public Health Educator
Ervin	Kelsi	Registered Nurse
Jensen	Antonia	Registered Nurse
Oehrlein	Heidi	Registered Nurse
Schoeberl	Christina	Registered Nurse
Stumne	Amber	Registered Nurse
Wilder	Mallory	Registered Nurse
Anderson	Andrea	Social Worker
Anderson	Shelly	Social Worker
Auger	Miranda	Social Worker
Baxter	Kim	Social Worker
Brown	Jessica	Social Worker
Burton	Heidi	Social Worker
Danielson	Brenda	Social Worker
Duvall	Rona	Social Worker
Flesland	Sheri	Social Worker
Foxx	Morgan	Social Worker
Gnat	Ashley	Social Worker
Hart	Nicole	Social Worker
Heffner	Mary	Social Worker
Huettl	Brittney	Social Worker
Jackson	Kailey	Social Worker
Jensen	Lori	Social Worker
Koch	Jill	Social Worker
Lessard	Austin	Social Worker

Lindstrom	Jeremy	Social Worker
Maser	Samantha	Social Worker
Masterson	Lora	Social Worker
McCord	Kellie	Social Worker
Norring	Sarah	Social Worker
Oné	Danielle	Social Worker
Parks	Brooke	Social Worker
Rediske	Bonnie	Social Worker
Rigato	Carla	Social Worker
Ripley	Angela	Social Worker
Root	Martine	Social Worker
Sereti	Esther	Social Worker
Tvedt	Amy	Social Worker
Vork	Nicole	Social Worker
Wiener	Nikki	Social Worker
Williams	Deanna	Social Worker

GRADE 11

Bernhardt	Maria	Public Health Nurse
Johnson	Sarah	Public Health Nurse
Moffett	Dawn	Public Health Nurse
Wimmer	Adriane	Chemical Health Resource Coordinator

ROAD & BRIDGE, UNIT 1

AGREEMENT

BETWEEN

THE COUNTY OF PINE

AND

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

LOCAL UNION NUMBER 1647
(Road and Bridge, Unit 1)

Public Works Department

January 1, 2024 – December 31, 2025

TABLE OF CONTENTS

AGREEMENT

This Agreement, effective the first day of January 2024 and to continue for two (2) years ending the last day of December 2025, is entered into between the Board of Commissioners, Pine County, Minnesota, hereinafter referred to as the Employer, and Local 1647 of the American Federation of State, County and Municipal Employees, Council No. 65, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE I
PURPOSE OF AGREEMENT

Section A. It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties.

Section B. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee of the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

ARTICLE II
DEFINITIONS

Section A. Employee: Any person employed by the Employer in a position included in the bargaining unit described in Article III of this Agreement.

Section B. Regular Employee: A member of the exclusively recognized bargaining unit as defined in Article III of this Agreement who has completed the required probationary period for newly hired or rehired employees.

Section C. Probationary Period: Probationary period shall normally be six (6) consecutive months of employment. However, by mutual agreement between the Employer, the employee and the Union, said probation may be extended under certain circumstances.

ARTICLE III
RECOGNITION

Section A. The Employer recognizes Local 1647 AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes of the employees of Pine County, MN in the Unit 1, which is comprised of all engineering, land/zoning, and clerical employees of Pine County Public Works & Land/Zoning Departments; herein after described as the Public

Works/Land/Zoning Departments except:

- employees whose service does not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week, as specified in Minnesota Statute 179A.03, Subd. 14 (e);
- employees whose positions are basically temporary or seasonal and are not more than sixty-seven (67) working days per calendar year, or not more than one hundred (100) working days for full-time students, under the age of 22 and between two sequential years of enrollment at a public educational institution as specified by Minnesota Statute 179A.03, Subd. 14 (f);
- supervisory employees as per certification by the Bureau of Mediation Services dated October 15, 1979. The Employer and the Union shall work together to abolish all part-time jobs wherever possible.

Section B. It has been agreed that the policy of the Employer will be that during and for the duration of this Agreement, it will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees as are herein defined, either individually or collectively, which in any way conflicts with the terms or conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agent for such employees.

ARTICLE IV
CHECKOFF OF UNION DUES

Section A. The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. The Employer agrees to deduct a representational fee for services rendered by the Union to employees of the bargaining unit who are not members of the exclusive representative upon written authorization of the Employee. The Union agrees to defend, indemnify and hold the Employer harmless against any claim, suit, order or judgment 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.

Deductions may be terminated by the employee giving thirty (30) days written notice to AFSCME Council 65, after which AFSCME Council 65 shall notify the business office to stop deductions.

Section B. The Union agrees to represent all members of the unit fairly without regard to Union membership or non-union membership or other factor.

Section C. 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.

ARTICLE V
HOURS OF WORK

Section A. The regular workday shall consist of eight (8) hours per day, and the regular workweek shall consist of forty (40) hours per week. Hours of work will be 8:00 am to 4:30 pm (7:00 am to 3:30 pm with the written approval of Supervisor/Dept Head), except April 1 through October 31 hours of work shall typically be 7:00 a.m. to 3:30 p.m.

Employees may work an alternate schedule as agreed to in writing by the employee and supervisor. If an alternate schedule is agreed to, overtime shall be paid for hours worked in excess of the scheduled shift.

Section B. Any employee who is required to work in excess of their regular eight (8) hour workday or their regular forty (40) hour workweek shall be credited with overtime at the rate of one and one- half (1 1/2) times the number of hours worked.

Section C. Any hours worked on a Saturday, Sunday or recognized holiday shall be considered overtime hours and subject to the above conditions whether or not a full forty (40) hour week has been worked by the employee.

Section D. No employee shall be permitted to work any overtime hours at anytime unless all such hours are authorized in advance by the Department Head or Supervisor.

Section E. All overtime hours worked that are credited to each employee within a pay period as well as accumulated vacation, sick leave time, extended sick leave time and retirement benefit shall be posted on the employee bulletin board at the end of each pay period.

Section F. It shall be the policy of the Employer to rotate overtime workloads with employees in accordance with their ability to perform the duties of the job involved and the area of assignment.

Section G. Comp time can be selected daily on time sheets. Comp time off must be pre-approved by the Department Head or the designee with seniority being given preference when more than one person wants the same time off. The number of employees off on comp time will depend on the workload.

1. All employees shall have the option to receive cash payment for all overtime hours worked or to participate in a compensatory overtime program. Compensatory overtime will be accrued at the rate of one (1) hour worked for one and one-half (1½) hours accrued comp time.
2. The Department Head may instruct an employee who has to his credit over fifty (50) hours of comp time to take time off for the purpose of reducing his comp time to a minimum of fifty (50) comp time hours; however, no employee shall be required to take off comp time if it would cause him to lose vacation time.
3. Comp time may be substituted for sick leave, if all sick time is exhausted. Employees on an FMLA related leave of absence may use vacation or compensatory time during the leave of absence, if all but forty (40) hours of sick leave have been exhausted.

4. Effective December 1st of each year, each employee with more than fifty (50) comp time hours to their credit shall be paid for all such hours into a Health Care Savings Plan with the Minnesota State Retirement System at their current rate of pay. A remaining balance of 50 hours will be carried over into the following calendar year.
5. Effective July 1st of each year, each employee with more than (50) comp time hours to their credit may request pay for all such hours in excess of (50) comp time hours at their current rate of pay. In a case of severe hardship, an employee with comp time hours to his credit may, with the approval of the Department Head, receive cash for his accrued hours.
6. The choice of comp time shall be strictly optional on the part of the employee and does not represent an attempt to make comp time mandatory.

Section H. All employees who are called out for service during their regular scheduled time and/or scheduled days off shall receive a minimum of two (2) hours pay. Further, any employee reporting for work without being previously notified not to report and subsequently sent home shall receive a minimum of two (2) hours pay. An extension of a shift or an early start to a shift shall not be considered a callout for purposes of this Section.

Section I. In the event an employee wishes to terminate their employment, they shall be required to give two (2) weeks written notice to the Department Head.

Section J. Whenever an employee is terminated from service for any cause, they shall be paid in cash at the time of such termination for all of the accumulated benefits, such as vacation, holiday pay, etc., credited to him/her during the period of employment. This does not include accumulated sick leave (see Article VIII). Any accumulated vacation, holiday pay, etc., shall be paid in cash as specified and shall not change the retirement date of such employees.

Section K. Summer Hours of Work
The Department Head may, at their discretion, grant all or such portion of summer hours as best serves the County's business purposes. Should a holiday, vacation or sick day occur while an employee is working under the benefits of this section, said employee shall be given credit for up to ten (10) hours, depending on their current work schedule, for holiday, vacation or sick time. When the 4th of July falls on Friday, Thursday the 3rd shall be the holiday.

ARTICLE VI
HOLIDAYS

Section A. All regular employees shall be granted the following holidays with pay:

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Juneteenth	Friday after Thanksgiving
Presidents' Day	Labor Day	Christmas Eve
Memorial Day	Veterans Day	Christmas Day

Section B. When New Year's Day, Independence Day, Juneteenth, Veterans Day, or Christmas Day falls on a Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Juneteenth, Veterans Day, or Christmas Day falls on a Saturday, the preceding day shall be a holiday.

Section C. Holidays, which occur within an employee's vacation or sick leave period, will not be chargeable to the employee's vacation or sick leave.

Section D. Employees may request the use of up to two (2) hours of vacation time to participate in Good Friday services. Such request shall be granted by the Employer unless needs of the department do not permit the release of the employee.

Section E. When December 24 falls on a Monday, Tuesday, Wednesday, Thursday, or Friday the Employer agrees that Christmas Eve shall be a holiday.

When Christmas Eve falls on a Saturday and when Christmas Day falls on a Sunday, then the preceding Friday will be observed as the Christmas Eve holiday. When Christmas Eve falls on a Sunday and Christmas Day on a Monday, then the preceding Friday will be observed as the Christmas Eve Holiday.

When Christmas Day falls on a Saturday, the preceding Friday will be observed as Christmas Day and the preceding Thursday will be observed as the Christmas Eve holiday.

Section F. Personal Days

On January 1st of each year, four (4) personal days (thirty-two [32] hours) shall be granted to all current Employees covered by this contract. Personal days shall be defined as eight (8) hours per day, and may be scheduled any time during the calendar year following scheduling guidelines used for vacation.

A total of four (4) personal days (thirty-two (32) hours) may be cashed out after December 1st. If personal days are not cashed out or used by December 31st they shall be rolled over into a Health Care Savings Plan with the Minnesota State Retirement System.

Employees that do not provide at least fourteen (14) calendar days notice prior to resignation from employment shall forfeit all unused personal days. This notice shall not be required in the event of layoff, termination or death.

Employees that resign with fourteen (14) days notice shall receive payment for unused personal days with the last paycheck from the County.

ARTICLE VII

VACATIONS

Section A. All regular employees shall earn vacation with pay at the following rates.

Date of hire through Year 4	1.00 working day per month
Start of Year 5 through Year 9	1.25 working days per month
Start of Year 10 through Year 14	1.50 working days per month
Start of Year 15 through Year 19	1.75 working days per month
Start of Year 20 and beyond	2.25 working days per month

Unused vacation leave may be accumulated to a total of twenty-four (24) working days. Vacation leave shall not accumulate to an employee while in a non-pay status, except if an employee is drafted for military service and then the limitations on accruals shall be observed. When vacation accrues to twenty-four (24) days or one hundred ninety-two (192) hours, once the maximum is reached at twenty-four (24) days or one hundred ninety-two (192) hours, an employee may cash out up to ten (10) days eighty (80 hours) twice per year.

Vacation Requests and Management's Response to such requests process:

An employee who requests five (5) or more working days off shall complete and route a Vacation Request Slip with ten (10) working days advance notice to their Supervisor. The Supervisor will respond in writing to the request within 5 working days and place on the employee bulletin board.

An employee who requests less than five (5) days off shall complete and route a Vacation Request Slip within two (2) working days advance notice to their Supervisor. The Supervisor will respond to the request at the end of the workday upon receiving the notice.

Section B. Employees, upon resignation , shall be paid for the number of working days of unused vacation leave accumulated to their credit. If the employee dies, the vacation leave shall be paid to the designated beneficiary or estate.

Section C. In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when an agreement cannot be reached among the employees.

Section D. The vacation period of an employee shall not be split except at the option of the employee.

ARTICLE VIII
LEAVES OF ABSENCE

Section A. Sick Leave
All full time employees shall earn sick leave credits at the rate of one (1) working day per month to a maximum of eight hundred (800) hours. Upon completion of 800 hours, said employees earn sick leave credits at the rate of four (4) working hours for each full month of service up to a maximum of forty-five (45) days for extended illness leave. Sick leave for extended illness shall be used only after the maximum of one hundred (100) days from regular sick leave have been granted.

Subsection 1. Part-time Employees
Part-time employees shall earn sick leave on a pro-rata basis.

Subsection 2. New Employees
New employees shall earn and be able to use sick leave during their probationary period.

Subsection 3. Medical Release to Return to Work
For illnesses that last more than three (3) consecutive days, the employer may require a note from a medical authority, stating that the employee is fit to return to duty.

Subsection 4. Eligibility to Earn Sick Leave
Sick leave credit shall be earned only while an employee is on the job or is on sick leave, holidays, or paid vacation.

Subsection 5. Permitted Uses for Sick Leave
Sick leave may be used for the employee's actual illness or disability or to care for a member of the employee's immediate family (child, spouse, parent). Sick leave may also be used to attend medical or dental appointments or to transport a family member to such an appointment.

Subsection 6. Medical Certification
The Employer may request a doctor's note certifying any illness of the employee if abuse of sick leave is suspected.

Subsection 7. Notification of Use of Sick Leave
An employee wishing to utilize sick leave shall contact the supervisor and receive prior approval. If this is not possible, the employee shall notify the supervisor by leaving a voice mail message on either the supervisor's office voice mail system or cell phone voice mail system. If these systems fail, the employee shall call or leave a message with the employee’s Supervisor or Department Head. Each employee will receive a business card with appropriate telephone numbers to use.

Subsection 8. Payment of Unused Sick Leave
Upon retirement of an “eligible employee”, unused sick leave hours will be paid into a Health Care Savings Plan at their current rate of pay and a value of 25% of all unused sick leave hours up to 800 hours. (ex. 600 hrs= 150 hrs paid) All accrued sick leave shall be considered when calculating the 800 hour maximum benefit.

Upon death of an "eligible employee" unused sick leave hours will be paid to the designated beneficiary or estate.

Eligible employee must have a minimum combined balance of 400 hours of unused sick leave and accrued sick leave, and have 30 years of continuous employment with Pine County.

Section B. Funeral Leave

A maximum of three (3) days may be taken with compensation in the event of a death of an employee's brother, sister, brother-in-law, sister-in-law, spouse, children, parent (step or biological), grandchildren, grandparents, father-in-law, mother-in-law, or ward of the employee's household. An employee may use two (2) days of vacation leave for time off after taking the three (3) days of funeral leave.

Additional sick leave or vacation may be used for death in the immediate families of employees for such periods as are reasonably necessary, beyond the time frames listed above. Employees are expected to make other arrangements as soon as possible so that they may return to work.

Section C. Wellness Day

A full-time employee who does not use a sick day in six (6) consecutive months, except for preventive visits to the doctor or dentist of up to four (4) hours, shall receive one (1) wellness day. Wellness days will be tracked by supervisors for compliance. Wellness days must be used within thirty (30) days from the end of the period in which it was earned. No month within this period can be applied to earn additional wellness days. Wellness days are not accruable and will be forfeited if not used in the specified time frame. Part-time employees shall receive pro-rated wellness days.

Section D. Donation of Leave (Pine County Vacation Donation Program Policy)

Subsection 1: Summary

It is the policy of Pine County to permit the donation of accrued PTO & vacation from one employee to another employee requesting leave.

The purpose of the Paid Time Off/Vacation Donation Program Policy is to provide a safety net of County compensation benefits for county employees, when the recipient employee has exhausted PTO, banked sick leave, compensatory time and vacation, due to an illness, injury or medical condition that requires the recipient employee's absence or attendance to a spouse's or child's condition.

Subsection 2: Definition

A qualifying illness, injury or medical condition is one that incapacitates the employee, his or her spouse or child which has caused the employee to exhaust other eligible leave credits.

Subsection 3: Eligibility

Program recipients must meet the following criteria to receive donated hours:

- Must have requested donated leave due to an illness, injury or medical condition.

- Must have written verification of an illness, injury or medical condition from a licensed medical practitioner if requested.
- Must have completed six (6) months of employment.
- Must have PTO/vacation donation request acknowledgement from his/her department head.
- All PTO or vacation leave transferred shall be used at the recipient's pay rate.
- Recipients of donated leave must have up to five (5) days or less of PTO or sick leave available at the time leave is donated to them.
- Other wage-replacement benefits are allowed and any use of PTO / Vacation Donation Benefits will be offset. In order to receive pay for a holiday while receiving donated leave, donated leave will need to be used for the holiday. If an employee is on an intermittent FMLA and works the full day before and the full day after a holiday, the preceding would not apply.

A leave **donor** must meet the following criteria and requirements:

- An irrevocable donation of not more than the donor's current accrued PTO/vacation leave donated in increments of one hour with a minimum donation of one hour.
- Certification that no solicitation and/or acceptance of any money, credit, gift, gratuity, thing of value or compensation of any kind has been provided, directly or indirectly, to the donor

<u>Subsection 4: Procedures</u>

Human Resources will evaluate requests for donated paid time off / vacation, based upon the needs of the employee, the needs of the county and the eligibility requirements.

<u>Subsection 5: Employee leave recipient</u>

- Requests are subject to approval of the *Application of Use of Donated PTO/Vacation Form* (sample attached), which are available in the Human Resources Department. In the event the employee is unable to complete the *Application for Use of Donated PTO/Vacation Form*, the employee's designated family member may complete the form on behalf of the employee.
- To receive donated PTO/vacation, an employee must complete a *Medical Information Form* signed by the treating physician including the physician's statement.
- The *Application for Use of Donated PTO/Vacation* and Physicians Statement must be forwarded to Human Resources. Human Resources will develop a separate PTO/vacation donation leave file with separate files for each ongoing case.
- The leave recipient may use donated time as PTO/sick time for as long as it is determined they meet the eligibility criteria.
- The leave recipient shall continue to accrue PTO, sick, and vacation leave while using donated leave time. Once an employee is in a no pay status PTO, sick leave, and vacation accrual will terminate.
- The leave recipient shall have the appropriate federal and state taxes and PERA deductions withheld.
- The leave recipient does not need to pay back donated time received.

Subsection 6: Employee donor

- The donating employee shall, on the appropriate form, request transfer of their accrued PTO/vacation time to the recipient, record of which is to be kept and monitored by the Payroll Clerk.
- A PTO/Vacation Donation Contribution Form will be available from the Department Heads and/or Payroll and must be signed and returned to payroll before a donation can be effective.
- Employees may donate at any time throughout the year.
- Payroll will be responsible for subtracting the donated PTO/vacation leave from the contributing employees PTO/vacation balance at the time the donated time is used.
- Donations are not tax deductible.
- Donations are irrevocable.

The final decision on the award and distribution of donated leave time rests with Human Resources and shall not be subject to any labor agreement or County policy grievance procedure. In making decisions, Human Resources shall review the employee's application, the department's verification of exhaustion of all but five (5) days paid leave, and all medical evidence submitted by the employee, including but not limited to a physician's statement. Human Resources may request additional information from the applicant.

*Forms for donation and to utilize the donation program are available via ESS, Kronos or through Human Resources.

Section E. Injury on the Job

Where an employee is entitled to the benefits of the workers' compensation law, and has banked sick leave credits, the employee may request to use the banked sick leave credits to the extent that payment of the workers' compensation benefits and banked sick leave credits does not exceed the weekly wage of the employee.

Section F. Military Duty Leave

Every employee shall be entitled to military leave as provided by state and federal law including Minnesota Statute § 192.26, Minnesota Statute §191.261 and USERRA, 38 U.S.C. § 4317(a) (2). The employee shall immediately inform their respective Department Head and Human Resources regarding the military duty and need for military leave as soon as known by the employee.

Section G. Other Types of Leaves of Absence

Subsection 1. Court Duty

Any employee shall be granted a leave of absence with pay for service upon jury, appearance before a court, legislative committee, or other body as a witness in a proceeding involving the federal government, the State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority; or attendance in court in connection with the employee's official duties. In the case of jury duty, the employee shall cash the check received from the State of Minnesota or federal

Government for jury duty compensation (a copy of this check must be given to payroll) and then reimburse the county for the amount of the check, less any mileage or daycare reimbursement. Employees shall return to their regular work duties if released from court duty during their scheduled hours of work if time permits. The employee shall immediately inform the Department Head regarding the court duty as soon as known by the employee.

Subsection 2. Election Judge

An individual who is selected to serve as an election judge pursuant to Minnesota Statute §204B.21, subdivision 2 must provide the employee's Department Head with at least 20 days written notice.

Subsection 3. School Conference and Activities Leave

In accordance with Minnesota Statute 181.9412 as may be amended, an employee may use up to a total of sixteen (16) hours without pay during any school year to attend school related activities for an employee's child, provided the activities cannot be scheduled during non-work hours. When leave cannot be scheduled during non-work hours and the need for leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave. An employee may substitute any vacation for any part of the leave under this section.

Section H. Parental Leave

Every employee that works an average of 20 hours or more per week and has been an employee of the County for at least one year is eligible for parental leave upon the birth or adoption of a child consistent with Minnesota Statute §181.941. Unpaid parental leave shall be granted for six weeks to eligible employees and shall run concurrent with any family medical leave. An employee must use banked sick leave until sick leave reaches forty (40) hours or less prior to receipt of unpaid parental leave. When an employee has exhausted all but 40 hours or less of sick leave for a portion of parental leave, the employee may request an additional period of unpaid parental leave to be granted so that the total of paid and unpaid leave provided does not exceed six weeks.

An employee is required to give at least thirty days notice to Human Resources in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable.

Section I. Family/Medical Leave

Subsection 1. Coverage

The Family and Medical Leave act entitles eligible employees to take up to 12-weeks of unpaid leave during any 12-month period as a result of the birth or placement for adoption or foster care of a child, to care for an immediate family member with a serious health condition, or when an employee is unable to work due to a serious health condition. The 12-month period shall be calculated, using a rolling period measured backward from the date the employee uses FMLA leave, and may be taken at one time, intermittently, or on a reduced leave schedule depending on the circumstances.

Subsection 2. Eligibility/Entitlement
FMLA applies to all County employees who have been employed by Pine County for at least twelve (12) months and who have worked at least 1,250 hours for Pine County during the twelve (12) months preceding the leave request. Hours worked will be determined under the terms of the Fair Labor Standards Act. Employees who are considered exempt under that Act and who have worked for Pine County for twelve (12) months will be presumed to have met the 1,250 hours of service requirements.

Family Leave: The birth of the employee's child or the placement of a child with the employee for adoption or foster-care.

Medical Leave: To provide care for a family member (child, spouse, or parent) experiencing a serious health condition.

Medical Leave: For the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.

Subsection 3. Other Leave Must be Used First
The County requires the employee to use accrued sick leave (as appropriate) until the employee has exhausted all but 40 hours or less of sick leave, and any other paid leave before any unpaid portion of FMLA leave is granted. The FMLA does not broaden the instances for which paid sick leave can be used.

Pine County requires an employee to exhaust all but 40 hours or less of banked sick leave before going into an unpaid status. When an employee has used all but 40 hours or less of accrued sick leave for a portion of family medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided does not exceed twelve (12) weeks.

Any other type of leave, whether paid or unpaid, taken for a reason covered by the FMLA will be considered part of the twelve (12) weeks granted.

Subsection 4. Medical Certification
For leaves taken because of the employee's or a covered family member's serious health condition, employees must provide medical certification before the leave begins, or if the leave is unforeseeable, the County must allow fifteen (15) calendar days for the employee to comply with the medical certification. If no medical certification is returned within twenty (20) calendar days and the employee has not returned to duty, the employee will be considered to have voluntarily resigned.

The County has the right to question the validity of any certification and may require the employee, at the County's expense, to be seen by a County designated physician. The County may require periodic reports on the employee's status and intent to return to work and a fitness for duty report prior to return to work.

An employee that cannot return to work upon the expiration of the twelve (12) week FMLA leave may request a leave of absence in accordance with Section I below.

Subsection 5. Benefits
Pine County will maintain health care, dental insurance and life insurance coverage for an eligible employee for the duration of the FMLA leave and during the period of any paid

leave as if the employee continued in employment. Employee contributions will be required either through payroll deduction or by direct payment. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. All payments for the employee's share of any benefits must be made to the County Auditor's department by the first (1st) of each month. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave. If an employee's contribution is more than 30 days late, the employee's coverage will lapse.

Any employee on unpaid leave will not accrue benefits

Pine County will seek to recover its share of health coverage premiums paid for an employee on FMLA leave if the employee fails to return to work after FMLA leave unless the failure to return to work is due to the continuation, recurrence, or onset of a serious health condition or for other circumstances beyond the control of the employee. Not returning from certified leave is a qualifying event for COBRA purposes.
If the employee is no longer in paid status at the expiration of the FMLA leave, the County will not pay any portion of the employee's health care, dental insurance, and life insurance coverage.

Subsection 6. Job Protection
If the employee returns to work following the approved family medical leave period, the employee will be reinstated to the employee's former position or an equivalent position with the equivalent pay, benefits, status and authority.

The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

Subsection 7. Definitions
A serious health condition is defined by the Act as an illness, injury, impairment, or physical or mental condition that involves: inpatient care in a hospital, hospice or a residential medical care facility, or continuing treatment by a qualified health care provider, and/or treatment for substance abuse.

A *serious health condition* would generally last for more than three (3) days, require the intervention of a qualified health care provider, result in subsequent care for the same condition, and must involve treatment of two or more times by a qualified health care provider; a nurse or physicians assistant under the direct supervision of a qualified health care provider; or a provider of health care services (physical therapy) under orders, or referral by a qualified health care provider.

A *parent is* defined as the biological parent of an employee or as an individual who was responsible for the day-to-day care of the employee when the employee was a son or daughter.

A spouse is defined as a husband or wife. A spouse does not include unmarried domestic partners.

A *son or daughter* is defined as a biological, adopted or foster child, a stepchild, legal ward, or a child of a person having the day-to-day responsibility for the child. Includes a child over 18 years of age who is "incapable of self-care because of a mental or physical disability."

Subsection 8. Notice
An employee is required to give at least thirty days notice in the event of a foreseeable leave. A Request for Family Medical Leave form should be completed by the employee and returned to Human Resources. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable.

Section J. Request for Other Leave of Absence Without Pay
Any employee who has 40 hours or less of paid time or who has no banked sick leave and is not otherwise entitled to another type of leave may request a leave of absence without pay in accordance with Section J, Subsection 1, below. Such leave shall be granted only with approval from employees' department head and it is deemed to be in the best interest of the County, and shall in no circumstances be granted in excess of one year.

Subsection 1. Procedures for Requesting Other Leaves of Absences
All requests for leaves of absences shall be made by the employee and require a 30 day notice. An employee may obtain a county provided request form from their respective department head.

Any employee's request for an unpaid leave of absence shall be answered by the employees Department Head and the Pine County Board of Commissioners and shall only be granted when deemed to be in the best interest of the County.

Subsection 2. Employee Must Pay Total Cost of Benefits while on Leave of Absence
Seniority will accrue while the employee is on an approved leave of absence. Other benefits including holidays, vacation or sick leave shall not be earned or paid during an approved leave of absence without pay or while employee is in an unpaid status.

A. Insurance: Pine County will not pay any portion of the employee's health care, dental insurance, and life insurance coverage during unpaid leave. The employee is responsible for the entire cost of the health care, dental insurance and life insurance premiums.

Subsection 3. Re-employment After Leave of Absence
After an approved leave of absence, an employee shall be returned to the same or similar position.

Section K. Sick Leave Benefits; Care of Relatives (MS 81.9413)

a) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

b) An employer may limit the use of personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent to no less than 160 hours in any 12-month period. This paragraph does not apply to absences due to the illness or injury of a child, as defined in section 181.940, subdivision 4.
c) For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.
d) For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.
e) This section does not prevent an employer from providing greater sick leave benefits than are provided for under this section.

ARTICLE IX
SENIORITY

Section A. All regular employees as defined in the Public Works/Land/Zoning Departments shall be covered by this Agreement and placed on the seniority list.

Section B. Seniority standing is to be determined on the basis of total length of continuous service in the Road and Bridge Department of Pine County. All new employees shall be placed on the seniority list after the completion of a six (6) month probationary period, and during such six (6) months, employees may be discharged by the Employer without cause and without same causing a breach of this Agreement or constituting a grievance hereunder.

Section C. Regular employees shall lose their seniority standing upon voluntary resignation from employment or upon discharge for just cause. The seniority of an employee on temporary layoff or absence due to illness shall continue to accumulate for one (1) year. The seniority of an employee on authorized leave of absence shall be frozen at the date the leave of absence is granted. Such employee shall again acquire seniority upon return to employment. Seniority shall continue to accrue while an employee is covered under the Family Medical Leave Act.

Section D. In the event of a layoff, regular employees shall be laid off according to seniority in the inverse order of hiring. Regular employees shall be rehired according to seniority in the inversed order of layoffs.

Section E. In the case of a reduction of force or the elimination of a position, a senior employee may exert their seniority preference over a junior employee in any classification of work, provided they have the necessary qualifications to perform the duties of the job involved.

Section F. Temporary vacancies may be filled by senior qualified employees. In the event said vacancy has a higher rate of pay, qualified employees filling such vacancy shall receive such higher rate of pay, when such an appointment is made.

Section G. The Employer is committed to hiring the most qualified candidates for County service. If all other job relevant qualifications are equal, the applicant with the most bargaining unit seniority shall receive the promotion. Job vacancies shall be posted internally, within the organization of Pine County. (All County employees may apply for any positions that are posted internally.)

When vacancies occur within this bargaining unit or when new positions are created within this bargaining unit, notices of such vacancies or new positions shall be posted internally within the organization of Pine County. The Employer reserves the right to advertise in any fashion along with posting internally. Within seven (7) calendar days of the internal posting, any employee wishing to be considered for such vacancy or new position shall apply, following the Pine County application process. Employees in this bargaining unit shall have preference in the selection process for vacant positions that are covered in this bargaining unit. Bargaining unit member credit of 5 points shall be added to a 100 point rating system. These preference points shall be added to the selection process.

The senior employee making application shall be transferred to fill the vacancy or new position, provided he has all the necessary qualifications to perform the duties of the job involved. The Employer or other appropriate department head shall make the determination as to whether or not an applicant possesses the necessary qualifications.

Section H. The seniority list shall be updated and posted by the County Administrator by January 31st of each calendar year and posted on the employee's bulletin board. A copy of the seniority list shall be sent to the Chapter Chair of the Union.

Section I. An employee may be temporarily suspended for just cause. The employee and the Union shall be notified of the reasons for their suspension in writing at the time of suspension. If the employee feels they have been suspended without just cause or that the period of suspension is unwarranted, the employee shall have the right to appeal by invoking the normal grievance procedure within ten (10) days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

Discharges, demotions or transfers to a lower classification shall be made only for just cause. The Union and the employee affected shall receive prior notice in writing of any such action. If the Union feels the action was taken without just cause, the employee shall have the right of appeal through the normal grievance procedure.

Upon request of the Union, a hearing shall be held within five (5) days, at which time the employee and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence presented against them. A stenographic record of the hearing before the Employer shall be taken, and the employee and the Union shall be entitled to a copy of the record. In the case of dismissals, the salary of the employee shall be suspended during the period in which the hearing takes place, but their name shall not be removed from the payroll. In the case of reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension. In the case where a demotion has been proved unjustified and the employee returned to his former status, the loss of pay involved shall be restored.

Section J. In the event a general layoff is contemplated, the Employer agrees to call in the Union to discuss the problem with them before any action is taken.

ARTICLE X
BULLETIN BOARDS

The Employer will maintain a bulletin board of reasonable size to be placed in such location as may be mutually agreed upon between the Union and the Employer. Bulletin boards shall be for the use of the Union to post any notice or document relating to the Union affairs or for official County business.

ARTICLE XI
GRIEVANCE PROCEDURE

Section A. The Employer will attempt to adjust all grievances which may arise by virtue of this agreement or otherwise in the following manner:

Step 1. First, an effort shall be made to adjust the grievance between the Union and the supervisor. This shall be done within ten (10) working days upon the Union's knowledge of the occurrence of the grievance, the Union Steward, with or without the aggrieved employee, shall take up the grievance with the employee's immediate supervisor as designated by the Employer. The supervisor shall attempt to resolve the grievance and shall give an answer to the steward and the Union within ten (10) working days after the Union takes the grievance up with the supervisor.

Step 2. In the event no settlement is reached, the Union shall submit the grievance, in writing, to the Department Head within ten (10) working days of the immediate supervisor's final answer to the Step 1 grievance. The written grievance shall set forth the following: the nature of the grievance; the facts on which it is based; the specific provisions of the agreement allegedly violated; and the remedy requested. The Department Head shall respond to the union steward, in writing, within ten (10) working days after receipt of such Step 2 grievance.

Step 3. In the event no settlement is reached, the Union shall submit the grievance to the County Administrator. This shall be placed in writing outlining: the nature of the grievance; the facts on which it is based; the specific provisions of the agreement allegedly violated; and the remedy requested. This shall be done within ten (10) working days following the receipt of the department heads final answer to the Step 2 grievance. The County Administrator shall review the grievance and may meet with the union and department head to further discuss the grievance. If such a meeting takes place it shall be within ten (10) working days of receipt of the Step 3 grievance. The County Administrator shall, within five (5) working days following the receipt of the Grievance or the meeting, present to the Union a written determination of the grievance. Such shall include the reasons for supporting or denial of the grievance and the recommended remedy if applicable.

Mediation Option
If the Union does not agree to the Employer's response to the grievance at Step 3, the Union may request that the matter be referred to mediation. If the Employer agrees to mediation of the grievance, the Bureau of Mediation Services will be contacted for assistance. Participation in mediation shall be voluntary. Either party may terminate mediation by written notice to the other party. The time limits for submission of a grievance to Step 4 of the grievance procedure shall be tolled while the parties are in mediation. The mailing of notice to terminate mediation, or mutual agreement of the parties that mediation is unsuccessful, shall start the time for appeal to arbitration.

Step 4. The Union or Employer shall submit the grievance or dispute to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as may be amended and the decision or award made in arbitration shall be final and binding on the parties.

Section B. Should the grievance go to Step 4, the parties hereto agree that within ten (10) days after Step 3, either of the parties shall have the right to submit to the Director of Mediation a request for five (5) names for the purpose of the parties to select one (1) of the five (5) names as the arbitrator. The method in the choice shall be each party to eliminate one name at a time and repeat until the remaining name shall be the arbitrator. It is hereby agreed that the cost and expense of the arbitrator shall be shared equally by the parties to the Agreement.

Section C. For purposes of this Article, the terms “days” or “working days” shall be defined as all weekdays, Monday through Friday, excluding holidays. Upon written agreement, any timelines in this Article may be waived or extended.

ARTICLE XII
TIME OFF FOR UNION ACTIVITIES

Any employee elected by the Union to represent such Union at International, State or District meetings which require their absence from duty shall be granted the necessary time off to attend such meetings without pay. There shall be no loss of seniority rights or any other rights granted by the Employer, nor shall there be any discrimination to an employee elected to represent the Union at Union activities.

Type of Meeting	Number of Delegates	Maximum Time
International	1	Nine (9) calendar days
State Federation	1	Seven (7) calendar days
State Council	2	Two (2) working days
District	2	One (1) working day

In the event that additional time off is necessary for the above Union activities or other Union business, such additional time off may be granted subject to the approval of the Department Head.

ARTICLE XIII
GENERAL PROVISIONS

Section A. The management of the Public Works/Land/Zoning Departments and the direction of the working forces, the operation of the department, including the hiring, promotion, and retiring of employees, the suspending, discharging, and calling to work of employees in connection with reduction or increase in the working forces, the scheduling of work and the control and regulation of the use of all equipment and other property of the County are the exclusive functions of the Department Head, under the direction of the County Board, provided, however, that in the exercise of such functions, the Department Head shall not alter any of the provisions of this Agreement.

Section B. Consumption of alcoholic beverages during working hours shall be grounds for mandatory suspension without pay for a period of two (2) weeks on the first offense. The second offense shall be a mandatory dismissal. Alcoholic beverages shall mean all beverages containing alcohol, to include 3.2 percent beer.

Section C. The Employer agrees to permit two (2) members the Negotiating or Grievance Committee to appear at all negotiating or grievance meetings with the Employer in negotiations or disputes without the loss of pay.

Section D. Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.

Section E. There shall be no replacement of regularly employed employees by voluntary or relief workers.

Section F. All employees shall report to their station without any compensation for transportation. Employees required using their personal car to transport themselves and other workers from their station to the site of work will be compensated on a mileage basis at the legal rate per mile.

Section G. All matters not covered by this agreement shall be settled by negotiation between the Employer and the Union.

Section H. Other Leaves of Absence: Other leaves, such as Military Leave, Jury Duty, etc., which are not expressly contained or referenced herein, shall be administered in accordance with the Pine County Personnel Policies.

ARTICLE XIV
SCHEDULE OF WAGE RATES

Section A. Pay shall be as show on Appendix A.

Employees eligible for a performance review shall be reviewed annually on their anniversary date and receive a pay increase based on performance of not less than one percent (1%) and not more than six percent (6%).
No employees shall be paid at a rate above the maximum rate for their grade level.

Section B. New employees may start at any place on the pay scale of their grade (step 1-performance max) and move to the next step after 12 months of employment.

Section C. Pay days to conform with current wage administration.

Section D. Personal Protective Equipment "PPE" All field employees shall wear heavy-duty safety boots. This protective footwear shall comply with OSHA Standard 1910.136 and ASTM F 2413-05 Standard. The County shall provide the appropriate footwear for chainsaw operation. The County shall also provide up to $300.00 per year for the purchase of heavy-duty safety boots and safety coats/jackets. Employees shall be responsible to submit receipts of purchase in order to receive reimbursement. Receipts shall not be reimbursed for PPE/safety footwear that does not meet the standards listed above.

Eye Glasses Reimbursement: Employees who wear prescription glasses and whose position requires the wearing of safety glasses shall be reimbursed the cost of one pair of prescription safety glasses once every two (2) years at a reimbursement rate of $175.00.

Section E. Temporary Assignment: When temporarily assigned to Tech II or Tech III work, the employee so assigned shall receive Tech II or Tech III pay if serving in the capacity for more than four (4) hours per day.

Section F. Beginning January 1, 2024, employees who have reached fifteen (15) years of employment in their grade are eligible for up to a 2% performance increase on their 15-year anniversary date. The review for this performance increase will be performed by the employee’s direct supervisor and will consist of a meeting to review the employee’s performance. If the performance increase is denied in part or in full, the employee will have the right to appeal the decision to the Department Head with Human Resources present, within seven (7) days of the supervisor’s original decision. Any employee not awarded a 2% performance increase at fifteen (15) years will also be reconsidered for the increase at future anniversary dates.

Within the first thirty days (30) of calendar year 2024, all current incumbents with at least 15 years of experience will be reviewed for this Step 15 performance increase. The increase will be paid retroactively to January 1, 2024. All rights to appeal and subsequent re-review at future anniversary dates shall also apply to these incumbents.

ARTICLE XV
GROUP INSURANCE BENEFITS INSURANCE COVERAGE OF REGULAR EMPLOYEES

Health Insurance:
An employee who qualifies for benefits of the Pine County Medical Plans shall be entitled to medical insurance coverage as specified in the Medical Plans described below, with the following contribution levels. Part-time employees who work at least twenty (20) hour but less than forty (40) hours per week shall be entitled to prorated Employer contributions for medical insurance coverage as specified in the Medical Plans described below.

The County's contribution for 2024 is show on Appendix B

Comprehensive Major Medical- CMM:

a. 2025 Single Premium: County will contribute the first 6% of any premium increase over the previous year premium on the low-cost plan. If the increase is more than 6% in either year, the parties agree to split the amount of the increase over 6% 50/50.
b. 2025 Family premium: County will contribute ~~up to~~ 70% of the premium increase from the previous year amount.

Contributions to the VEBA / HSA account shall be made in January of each year.

The insurance committee with membership from all Unions, non-contract management, and the County Personnel Committee will make a joint recommendation to the County Board. The insurance committee will meet quarterly.

ARTICLE XVI
PROBATION AND TRIAL PERIODS

Section A. All newly hired or rehired employees shall be probationary and serve the probationary period defined in Article II.

Section B. The Employer, at its sole discretion, may discipline or discharge a probationary employee and such action shall not cause a breach of this Agreement or constitute a grievance hereunder.

Section C. All employees promoted or transferred to a new position shall serve a six (6) month trial period.

Section D. The Employer may return the trial period employee to his/her former position and rate of pay immediately previous to transfer or promotion.

Section E. A trial period employee shall have the right to revert to his/her former position and rate of pay immediately previous to transfer or promotion.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

In the event of any proposed changes to the County Appearance and Dress Policy, the County will form a committee with membership from all Unions, non-contract management and the County Personnel Committee. The committee will make a joint recommendation to the County Board regarding any changes to the policy.

ARTICLE XVIII
DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall continue in full force and effect from January 1, 2024 through December 31, 2025. Either of the parties hereto shall be required to submit written notice at least sixty (60) days prior to the termination of this Agreement for the purpose of negotiating a new agreement. If settlement on a new agreement cannot be reached within the provided sixty (60) days, the present agreement shall remain in effect until a settlement has been reached.

BOARD OF PINE COUNTY COMMISSIONERS PINE COUNTY, MINNESOTA	LOCAL #1647 AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
By:	By:
________________________	______________________________
County Board Chair Date: _______________	Chapter Chair Date: _____________________
Attest:	By:
______________________ David J. Minke County Administrator Date: ___________________	____________________________ Negotiation Committee Member Date: _______________________
	By:
	_____________________________ AFSCME Staff Representative Date: ____________

Appendix A

1/1/2024 6.00% (3.25% COLA + 2.75% Market Adj.)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Perf. Max	15-Year 2% Performance
2	17.55	18.30	19.06	19.81	20.57	23.51	23.98
3	18.60	19.41	20.20	21.01	21.79	24.92	25.42
4	19.72	20.56	21.41	22.25	23.11	26.40	26.93
5	20.91	21.80	22.69	23.60	24.48	27.99	28.55
6	22.15	23.12	24.07	25.01	25.96	29.68	30.27
7	23.49	24.49	25.51	26.51	27.52	31.46	32.09
8	24.90	25.96	27.03	28.10	29.17	33.34	34.00
9	26.40	27.53	28.65	29.78	30.92	35.34	36.05
10	27.98	29.18	30.37	31.56	32.78	37.46	38.21
11	29.66	30.93	32.20	33.47	34.74	39.72	40.51

1/1/2025 5.00%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Perf. Max	15-Year 2% Performance
2	18.43	19.21	20.01	20.80	21.60	24.69	25.18
3	19.53	20.38	21.21	22.06	22.88	26.17	26.69
4	20.70	21.59	22.48	23.36	24.26	27.72	28.28
5	21.96	22.89	23.83	24.78	25.70	29.39	29.98
6	23.26	24.27	25.28	26.26	27.26	31.16	31.79
7	24.66	25.71	26.79	27.84	28.89	33.03	33.69
8	26.14	27.26	28.38	29.51	30.63	35.00	35.70
9	27.72	28.90	30.08	31.26	32.47	37.11	37.85
10	29.38	30.64	31.89	33.13	34.41	39.33	40.12
11	31.14	32.48	33.81	35.15	36.47	41.70	42.54

Appendix B
2024 Health Insurance Contributions
Full Time Employees

	Enrollment	Monthly Premium	Monthly County Cost	Monthly Employee Cost	Annual HSA/VEBA	Total Annual Employee Cost
$1,500/$4,000 80% CMM	Single	$1,128.10	$1,044.17	$83.92	N/A	$1,007.09
	Family	$2,819.90	$2,224.82	$595.07		$7,140.85
$2,150/$4,300 100% VEBA	Single	$1,214.61	$937.92	$276.69	$1275.00	$3,320.25
	Family	$3,292.36	$2,012.32	$1,280.03	$2550.00	$15,360.37
$3,200/$6,400 100% HSA	Single	$1,053.75	$969.82	$83.92	$892.19	$1,007.09
	Family	$2,567.78	$2,224.82	$342.95	$0.00	$4,115.44

Appendix C

Grade 8	Office Manager Erin Hoxsie
Grade 8	Zoning & Environmental Tech. Support
Grade 8	Environmental Technician Lukas Olson Jeremy Williamson David Banta
Grade 8	Land Management Technician Land/Resources Development Joseph Kelash
Grade 9	Engineer Technician III Greig Roubinek Shawn Linnell
Grade 9	Survey Crew Chief Galen Kelash Kirby Olson

Memorandum of Agreement
Between
Pine County, MN
and
AFSCME MN Local 1647
Road and Bridge, Unit 1
Highway Technicians

Whereas, Pine County and AFSCME have negotiated Labor Agreement for the period January 1, 2024 through December 31, 2025.

NOW THEREFORE, it is agreed between the parties for contract years 2024 and 2025:

1. If the county agrees, through negotiation, (excluding any arbitration awards) to a Cost of Living (COLA) increase of a greater amount than that awarded in the labor agreement referenced above, the same COLA will be awarded to this unit.

2. If the county agrees, through negotiation, (excluding any arbitration awards) to a health insurance contribution in an amount greater than that awarded in the labor agreement referenced above, the same health insurance contribution will be awarded to this unit.

3. If the county awards a greater COLA or health insurance contribution to non-union employees, the same amounts shall be awarded to this unit.

Pine County:		Union AFSCME Local 1647 Unit 1	
___________________	______	___________________	______
David J. Minke	Date	signature	date
		___________________	______
		signature	date

PINE COUNTY
MINNESOTA

COUNTY BOARD AGENDA REQUEST

Date of Meeting: December 19, 2023

☐ **Consent Agenda** ☒ **Regular Agenda**

Item Title: Additional Information for Regular Agenda Item #6: Pine County Property Tax Levy and Budget

Department: Administration

Department Head / Sponsor signature

Background information on Item:

Commissioner Waldhalm has requested that the dollar amounts of state surplus funds received by county departments be added to the agenda for the December 19, 2023 county board meeting.

The state does not identify which funds are “surplus” in its distributions; however, we do know the amounts of state funds and how they change from year to year. Attached is an exhibit showing all the state-funded amounts in the 2023 and 2024 budgets, along with the change.

As we have discussed, many state aids such as public safety, county program aid, probation aid and PILT payments have increased from 2023 to 2024. The significant decrease is in the highway regular construction aid, which was noted during the budget discussions.

State Funding 2023 & 2024

AccountNumber	AccountDescription	2023	2024	change
01-013-000-0000-5210	State Jury Reimb Aid	1,000	1,000	0
01-013-000-0000-5218	Emergency Protective Care Reimbursement	0	2,000	2,000
01-074-000-0000-5302	State Aid - Aquatic Invasive Species	122,810	122,810	0
01-094-000-0000-5302	State Grant - Non Federal	500	500	0
01-107-000-0000-5201	Riparian Aid	46,981	46,464	-517
01-107-000-0000-5306	State Grants	79,125	89,433	10,308
01-121-000-0000-5230	Cvso State Grant	10,000	10,000	0
01-201-000-0000-5230	State Grants	300,000	1,126,752	826,752
01-201-000-0000-5242	Reimbursement Training	33,000	35,000	2,000
01-205-000-0000-5302	State Boat & Water Safety Grant	5,630	5,630	0
01-206-000-0000-5302	State Snowmobile Safety Grant	4,512	3,931	-581
01-208-000-0000-5302	Atv Grant	8,912	8,156	-756
01-227-000-0000-5230	State Grants Enhance 911	204,000	204,000	0
01-255-000-0000-5230	Ream Grant	6,500	6,500	0
01-255-000-0000-5304	Inter-Govt CPO Aid	257,000	642,196	385,196
01-255-000-0000-5308	State Grant-Caseload/Workload Reduction	59,481	0	-59,481
01-281-000-0000-5230	State Grants	40,000	0	-40,000
01-392-000-0000-5301	State Score Payments	84,878	100,870	15,992
01-392-000-0000-5309	State Household Hazardous Waste Grant	12,000	10,000	-2,000
01-601-000-0000-5307	State Water Plan & Wetlands Grants	19,049	26,006	6,957
01-801-000-0000-5201	County Program & Other Aids	1,949,712	2,357,846	408,134
01-801-000-0000-5227	Casino Aid/Tribal Tax Agreement	80,000	85,000	5,000
01-801-000-0000-5271	Payment In Lieu Of Taxes - Dnr	700,000	947,285	247,285
12-420-600-0000-5330	PeriodicDataMatchAllocation-MNsure elig	13,535	13,530	-5
12-420-600-0005-5322	State Grants-Fpi Admin H	10,000	10,000	0
12-420-600-0005-5330	State Fpi Child Care H	42,000	92,000	50,000
12-420-600-1000-5330	S-certified mail postage reimb-mje H	50	50	0
12-420-640-0000-5319	S-Ivd Ma Incentive Cs H	13,000	13,000	0
12-420-640-0000-5331	S-Ddra Off-Set/Fed Def Red Act	100	100	0
12-420-650-0000-5322	S-Cost Eff HlthRmb-H-see 5323 split '18	152,500	152,500	0
12-420-650-0000-5323	State MA Incentive-split from 5322 '18	30,000	30,000	0
12-420-650-0000-5325	S-Part B Insurance H	40,000	40,000	0
12-420-650-0000-5330	S-Med AccessTrans Rmb-confirm-reimb srv	10,063	10,038	-25
12-430-700-0000-5322	LTSS-MA AdmnAid-SSTS-MNChoices L57 H	219,026	240,000	20,974
12-430-712-0000-5332	S-Vcaa Blk Grant L53 H	361,028	370,591	9,563
12-430-712-0000-5351	Opiate-Opioid Grant-L06	9,000	22,061	13,061
12-430-719-0000-5222	S-HomelessPreventAid L10ssfrL55seagrDOR	95,616	76,989	-18,627
12-430-719-0000-5322	S-Family Response child welfare L67 H	3,008	6,363	3,355
12-430-719-0000-5331	S-CAC/CADI Waiver <18 L01	5,000	12,500	7,500
12-430-719-0000-5336	S-Northstar Foster Care & RCA L03 H	85,000	85,000	0
12-430-719-0000-5339	S-PSOP Grant L05 H	18,568	16,465	-2,103
12-430-719-0006-5348	S-Child Protection Grant L04 H	107,761	149,648	41,887
12-430-719-0007-5350	S-ICWAgrnt L10ssfrDeptOfRev5200seagrL55	120,648	65,252	-55,396
12-430-720-3370-5349	S-Mfip Emp & Trng L11 H	32,630	32,630	0
12-430-724-0000-5316	S-Ccf Bsf Adm Rev L08 H	3,661	5,448	1,787

12-430-724-0010-5316	S-Ccf Mfip Admn L66 H	2,600	2,600	0
12-430-730-0000-5330	State Grants-CCDTF L17 H	22,932	22,932	0
12-430-740-0000-5330	S-Child Mh Comb-Screening Grant L63	13,004	46,717	33,713
12-430-740-0000-5339	S-Respite Grant L63 H	11,772	11,772	0
12-430-741-0000-5328	S-AMH-Moose Lake Alternative L59 H	110,612	0	-110,612
12-430-741-0000-5339	S-AMH-CSP Grant L25 H	160,121	160,121	0
12-430-751-0000-5342	S-DayTraing&Habilitation allotment L41 H	4,000	1,000	-3,000
12-430-751-0000-5349	S-Family Support Grant L35-advances	5,000	13,000	8,000
12-430-756-0000-5349	S-DD Waiv Cm L38	82,000	100,000	18,000
12-430-757-0000-5341	S-Sils L34-advances H	10,414	8,102	-2,312
12-430-761-0000-5339	CSG-Cnsmr Spprt Grant L68 H	8,000	8,000	0
12-430-761-0000-5352	S-Adult Protection Grant L48	31,086	25,734	-5,352
12-430-765-0000-5312	S-Elderly Waiver L44	18,000	15,000	-3,000
12-430-765-0000-5333	S-Alternative Care L45	21,000	18,000	-3,000
12-430-765-0000-5349	S-Cadi&Tbi Waiver>18 & RSC/LTCC L44	100,000	130,000	30,000
12-481-451-0002-5331	S-LPHG-PH	172,750	172,750	0
12-481-453-0002-5322	C&TC Outreach Grant-see also 5422	30,000	36,000	6,000
12-481-455-0002-5312	S-MA-TANF-PHNC	1,000	500	-500
12-481-460-0002-5312	S-MA Serv-Health Promo	150	20	-130
12-481-460-0002-5330	BD CYSHN MEDSS (Birth Defects) State	600	500	-100
12-481-461-0002-5312	S-MA-PHNC-MCH	1,000	1,250	250
12-481-468-0002-5330	S-Ship Grant	62,250	62,250	0
12-481-469-0002-5349	S-Grants-LTSS (LCTS)	15,000	15,000	0
12-481-483-0002-5312	Evidence Based Home Visiting Prog Grant	175,000	140,000	-35,000
12-481-483-0002-5322	S-MA Srvcs-EBHVP-MN-ITS remit	3,000	8,500	5,500
12-481-488-0002-5312	EBHVP-Capacity Building Grant	0	40,000	40,000
12-481-489-0002-5330	Cannabis State Grant Allocation	0	26,632	26,632
12-481-492-0002-5330	PH Infrastructure State Grant Allocation	0	209,000	209,000
13-801-000-0000-5203	State Aid - Reg. Construction	5,815,000	1,470,000	-4,345,000
13-801-000-0000-5204	State Aid - Mun Maintenance	567,737	667,167	99,430
13-801-000-0000-5205	State Aid - Reg. Maintenance	2,683,529	3,192,632	509,103
13-801-000-0000-5310	Municipal Construction	350,000	1,370,000	1,020,000
13-801-000-0000-5311	State Bridge Bonding Money	1,200,000	800,000	-400,000
22-703-000-0000-5271	Payment In Lieu Of Taxes - Dnr	27,300	27,300	0
22-705-000-0000-5247	Gas Tax/Forest Roads	7,200	7,000	-200
22-705-000-0000-5390	County For Road Maintenance	9,106	9,106	0
44-071-000-0000-5302	State VOTER Account Grant	0	7,828	7,828
	totals	17,118,447	16,101,957	-1,016,490

AGENDA

PINE COUNTY BOARD REGULAR MEETING

District 1	Commissioner Hallan
District 2	Commissioner Mohr
District 3	Commissioner Lovgren
District 4	Commissioner Waldhalm
District 5	Commissioner Ludwig

Tuesday, December 19, 2023, 10:00 a.m.
North Pine Government Center
1602 Hwy. 23 No.
Sandstone, Minnesota

Click the link on the county website (www.co.pine.mn.us) for more information and to watch a live stream broadcast of the meeting. Click here to request to participate in public forum prior to the meeting.

A) Call meeting to order

B) Pledge of Allegiance

C) Public Forum. Members of the public are invited to speak. After being recognized by the Chair, each speaker should state his/her name and limit comments to three (3) minutes.

D) Adopt Agenda

E) Approve Minutes
December 7, 2023 county board Minutes and Summary for publication
December 7, 2023 Truth in Taxation Minutes

F) Minutes of Boards, Reports and Correspondence
Pine County Zoning Board Minutes – October 26, 2023

G) Approve Consent Items

CONSENT AGENDA

The consent agenda is voted on without any discussion. Any commissioner may request an item be removed and added to the regular agenda.

1. **Review November, 2023 Cash Balance (attached)**

Fund	**November 30, 2022**	**November 30, 2023**	**Increase/Decrease**
General Fund	8,070,120	8,020,213	(49,906)
Health and Human Services Fund	3,870,057	4,646,201	776,145
Road and Bridge Fund	2,069,312	55,341	(2,013,971)
Opioid Settlement	40,673	244,669	203,996
COVID Relief	2,571,371	2,160,462	(410,908)
Land	2,311,345	2,414,554	103,209

Self Insurance	595,106	922,785	327,679
TOTAL (inc non-major funds)	21,608,740	22,520,062	911,321

2. **November 2023 Disbursements/Claims Over $2,000 (attached)**
Consider approval of the November 2023 disbursements including the individual listing of claims over $2,000 and 546 claims under $2,000 or not needing approval totaling $4,720,208.11.

3. **Applications**
Consider approval of the following:
A. Local Option Disaster Abatement Applications (authorize County Auditor-Treasurer to sign)
   i. David & Susan Klar, 36310 Hinckley Rd, Hinckley, PID 03.0397.000, pay 2022, due to fire April 6, 2022 and they were able to return to their home on December 1, 2022.
   ii. Ellis & Joyce Jackson, 26165 County Hwy 61, Hinckley, PID 18.0236.000, pay 2022, due to fire February 4, 2022 and they were not able to return in 2022.
   iii. ZWR Holdings LLC, 500 5th Ave SE, Pine City, PID 42.5357.000, pay 2022, due to fire June 10, 2022 and they were not able to return in 2022
   iv. Wendell & Sandra Hagenbeck, 8992 Main St, Sturgeon Lake, PID 46.5013.000, pay 2022, due to fire in the apartment above the shop on October 8, 2022 and they were not able to return in 2022.
B. Temporary Wine/Beer License (authorize County Auditor-Treasurer to sign)
   i. Minnesota Climbers Association for an event January 12-14, 2024 at Osprey Wilds Learning Center, 54165 Audubon Dr., Sandstone – Dell Grove Township.
Pending approval by the State of Minnesota.
C. 2024 Waste Hauler Licenses (authorize Board Chair to sign)
Cloquet Sanitary Service, Hartl Enterprises, LLC DBA Ron's Roll Offs, Jim's Mille Lacs Disposal Inc, Jones Construction Services Inc, LePage & Sons, Matt's Sanitation, Mike's Sanitation, Nordstrom's Sanitation LLC, Quality Disposal Systems Inc, STEMM Enterprizes DBA Holdt's Disposal LLC, Talon Sanitation LLC, Veit Disposal Systems, Waste Management, O'Brien Transport Inc, SKB Environmental Cloquet Landfill, Inc

4. **Septic Fix-Up Special Assessments**
Consider approval of Resolution 2023-62 extending a special assessment to Judy Delaney, PID 25.0027.001 in the amount of $12,435, and authorize Board Chair and County Administrator to sign.

5. **Donations**
Consider acceptance of the following donations:
A. $500 donation from Cabak Law, LLC to be designated to the Benjamin Neel Gun Range.
B. Donations received by the Veterans Service Office designated for the Veterans Outreach fund:
   i. $500 in Chris's gift cards from the Sandstone/Finlayson American Legion Auxiliar Unit 151
   ii. Two anonymous $50 donations: one in honor of Dave Soler, the other in honor of Vickie VanGuilder
   iii. $1,500 donation from the Askov American Legion

6. **Pine County Commissioners' Expense Claim Forms**
Review and consider approval of Commissioners' Expense Claim Forms.

7. **Contracts / Agreements / Grants**
   Consider approval of the following contracts/agreements/grants and authorize Board Chair and County Administrator to sign:
   A. **2024-2025 Snowmobile Safety Enforcement Grant**
      Total grant amount is $9,134 for the 2024-2025 grant period ($4,567 each fiscal year). Grant funds are to be used for enforcement, education, equipment and maintenance. The grant does not require matching funds.
   B. **2024-2025 Off Highway Vehicle Enforcement Grant Program**
      Total grant amount is $18,604 for the 2024-2025 grant period ($9,302 each fiscal year). Grant funds are to be used for enforcement, equipment, and training for the community. The grant does not require matching funds.

8. **Designate Polling Places**
   Consider approval of Resolution 2023-58 declaring East Central Public School, Finlayson Elementary School, Hinckley-Finlayson Fitness Center at the High School 2nd Floor Lobby, and Pine City High School as designated polling places for independent school district elections held in 2024. Authorize Board Chair and County Administrator to sign.

9. **Establish and Appoint Ballot Board**
   Consider Resolution 2023-59 establishing a Ballot Board for the purposes of accepting or rejecting returned absentee, mail, or Military and Overseas Citizens ballots and tabulating the ballots on election day. Authorize Board Chair and County Administrator to sign.

10. **2023 Assessment Clerical Corrections**
    Acknowledge list of 2023 assessment clerical corrections.

11. **2023 Budget Adjustment**
    Consider approval of 2023 budget adjustments and recognition of spending of reserves.

12. **Personnel (Promotion)**
    Ratify the promotion of part-time Corrections Officer Jackson Workman to full-time status, effective December 6, 2023, no change in grade or pay.

13. **New Hire**
    Consider approval of the hiring of:
    A. Janelle Steinbach, Eligibility Worker, effective December 28, 2023, Grade 6, Step 2, $21.81 per hour.
    B. Gracee Peterson, full-time Corrections Officer, effective December 21, 2023, Grade 7, Step 3, $26.00 per hour.
    C. Conner Johnson, full-time Correction Officer, effective December 21, 2023, Grade 7, Step 1, $24.11 per hour.
    D. Shantell Kreger, part-time Corrections Officer, effective December 27, 2023, Grade 7, Step 1, $24.11 per hour.

14. **Training**
    Consider approval of the following training:
    A. Appraisers Jason Knutson and Zachary Homan to attend Assessment Laws and Procedures Course, January 8-11, 2024, Lake Elmo, Minnesota. Registration: $900, Lodging: $784, Meals: $230. A county car will be used, no mileage incurred. Funds are available in the 2024 Assessor's office budget.

REGULAR

1. **Personnel Committee Report** (Minutes attached)
   The Personnel Committee met on December 11, 2023. The Personnel Committee made the following recommendations:
   A. Health & Human Services
      i. acknowledge the resignation of Eligibility Worker Katie Sawyer, effective December 5, 2023, and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
   B. Sheriff's Office - Dispatch
      i. acknowledge the resignation of part-time probationary Dispatcher Rylie Sampson, effective November 10, 2023, and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
      ii. acknowledge the resignation of part-time probationary Dispatcher Felicia Jeffrey, effective November 30, 2023, and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

2. **New Hire**
   Consider approval to hire JennaLee Chamberlain for an eligibility worker position, effective December 28, 2023, Grade 6, Step 2, $21,81 per hour. This position was addressed at Regular Agenda 1.A.i. above.

3. **Introduction of Land & Resources Manager**
   Introduction of Land & Resources Manager Mike Gainor.

4. **Pine County Personnel Board of Appeals Appointment**
   Consider reappointment of Amy Kruse to the Personnel Board of Appeals for a three-year term, January 1, 2024 – December 31, 2026.

5. **Labor Agreements**
   Consider approval of the following Collective Bargaining Agreements and authorize the board chair and county administrator to sign:
   - Health and Human Services (AFSCME) 2-year
   - Legal Assistants 3-year
   - Road and Bridge Technicians (AFSCME) 2-year
   - Road and Bridge Supervisors 2-year

6. **2024 Pine County Property Tax Levy and Budget**
   Consider approval of:
   A. Resolution 2023-60 Setting the 2024 Pine County Property Tax Levy at $22,123,145 and authorize Board Chair and County Administrator to sign.
   B. Resolution 2023-61 Adopting the 2024 Pine County Budget as shown on the attached budget summary and authorize Board Chair and County Administrator to sign.

7. **2024 County Sheriff and County Attorney Salaries**
   A. Consider 2024 salary for County Attorney Reese Frederickson. The Personnel Committee recommended $154,535, effective January 1, 2024, which is a 6% increase.
   B. Consider 2024 salary for County Sheriff Jeff Nelson. The Personnel Committee recommended $140,466, effective January 1, 2024, which is a 6% increase.

8. **<u>2024 Non-Union Non-Elected Wage Adjustments</u>**
Consider 2024 wage adjustment for non-union non-elected positions of 2.75% market adjustment and 3.25% cost-of-living adjustment (COLA), for an increase of 6%, effective January 1, 2024.

9. **<u>County Commissioner Compensation, Per Diems, and Mileage</u>**
Consider Resolution 2023-63 establishing county commissioner salary, per diem and mileage. The amounts are unchanged from 2023 Authorize Board Chair and County Administrator to sign.

10. **<u>Snake River Watershed Plan Partnership Fiscal and Legal Services Agreement</u>**
Consider approval of the following agreements and authorize Board Chair and County Administrator to sign:
    A. Fiscal Agent Agreement with the Snake River Watershed Plan Partnership
    B. Legal Services Agreement with the Snake River Watershed Plan Partnership

11. **<u>January 2, 2024 Organizational Meeting</u>**
Minnesota Statutes 275.07 requires that the board meet at the county seat on the first Tuesday after the first Monday in January. This is known as the "organizational" or "annual" meeting. That meeting will be January 2, 2024. Traditionally the board has met at 10:00 a.m. The board should confirm the meeting start time.

12. **<u>Commissioner Updates</u>**
Holiday Tree Event / Courthouse Potluck
Central Minnesota Jobs and Training Service
East Central Solid Waste Commission
East Central Regional Library Trustees Board
Cancelled: Labor Negotiations
Towards Zero Death
Soil & Water Conservation District
Kettle River Policy Committee
Pine County Law Library
East Central Regional Development Commission
Other

13. **<u>Other</u>**

14. **<u>Upcoming Meetings (Subject to Change)</u>**
    a. Pine County Board of Commissioners, Tuesday, December 19, 2023, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota
    b. Health & Human Services Advisory Committee, Tuesday, December 19, 2023, 1:00 p.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota
    c. Mille Lacs Band of Ojibwe, Wednesday, December 20, 2023, 11:00 a.m.
    d. Arrowhead Counties Association, Wednesday, December 20, 2023, 6:00 p.m., Black Woods Grill and Bar, Proctor, Minnesota
    e. CANCELLED: Snake River Watershed Management Board, Monday, December 25, 2023, 9:00 a.m.
    f. CANCELLED: Snake River Policy Committee, Monday, December 25, 2023, 9:30 a.m.
    g. NLX, Wednesday, December 27, 2023, 10 a.m.

h. CANCELLED: Housing Redevelopment Authority/Economic Development Authority (HRA/EDA), Wednesday, December 27, 2023
i. Central Regional EMS, Friday, December 29, 2023, 10:00 a.m., Stearns County Service Center, Waite Park, Minnesota
j. Pine County Board of Commissioners Organizational Meeting, Tuesday, January 2, 2024, 10:00 a.m., Board Room, Courthouse, Pine City, Minnesota

15. <u>Adjourn</u>