

AGREEMENT

BETWEEN

THE MOWER COUNTY BOARD OF COMMISSIONERS,  
AFFECTED MOWER COUNTY OFFICIALS,

AND

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COURTHOUSE DIVISION, LOCAL 663  
UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION

JULY 1, 2023 – JUNE 30, 2026

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**ARTICLE 1**  
**PREAMBLE - UNIT DEFINITION - TERM**

Section A. This Agreement, effective July 1, 2023 to June 30, 2026, by and between the COUNTY OF MOWER, hereinafter referred to as the "Employer," and the COURTHOUSE DIVISION, LOCAL 663 UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION hereinafter referred to as the "Union", covers terms and conditions of employment as follows:

1. This Agreement covers all employees of Mower County holding positions designated below and who are not excluded from the definition of "public employee" contained in M.S. 179A.03, Sub. 14 and who have completed a one-year probationary period:
  - (a) County Auditor-Treasurer employees except the County Auditor-Treasurer and his/her chief deputy;
  - (b) County Recorder employees except the County Recorder and his/her chief deputy; and
  - (c) Assessor employees except the County Assessor and one senior appraiser designated by him/her; and
  - (d) Veteran's Service employees except the Veterans Service Officer; and
  - (e) Maintenance employees except the Maintenance Supervisor; and
  - (f) Clerical employees and Interpreter of the Correctional Services Department, clerical employees of the County Attorney's Department, and the non-confidential clerical employees in the County Administrator's office; and
  - (g) Accounting Technicians and non-confidential clerical positions, and environmental services and recycling technical employees in the Public Works Department; and
  - (h) Emergency Management employees except the Emergency Manager.
  
2. It is agreed that as of the commencement of this Agreement, the positions included within the bargaining agreement are those indicated on Appendix A, "Position Classifications and Salary Grade Table", and it is further agreed that during the duration of this Agreement, any new non-supervisory, non-confidential regular positions created in the departments indicated above shall be included within the bargaining unit. Employees serving a probationary period will be included within the bargaining unit after thirty (30) days in the position. It is further understood that any positions created to employ persons under the Federal Comprehensive Employment and Training Act or a successor program shall not become members of the bargaining unit until such time as the positions they fill are declared regular positions by the Employer. It is also agreed that any non-supervisory and non-confidential employees hired to fill positions in any new department of county government created during the term of this Agreement shall be considered members of this bargaining unit, except where the positions involve transfers or reorganization of positions represented by a different exclusive representative. For the purposes of this Article, the terms

"confidential" and "supervisory" shall have meanings as defined in M.S. 179A.03, Subd. 4 and 17.

3. This Agreement runs for the term of July 1, 2023 to June 30, 2026.
4. This Agreement is subject to the provisions of the Minnesota Public Employment Labor Relations Act of 1971, as amended.

## ARTICLE 2

### JOINT UNION - EMPLOYER RESPONSIBILITIES-RECOGNITION

Section A. The Employer recognizes the Union as the exclusive representative of the employees covered by this Agreement.

Section B. It is agreed that during the duration of this Agreement, the Employer will not enter into, establish or promulgate any resolution, agreement or contract individually or collectively with employees covered by this Agreement in any manner which will conflict with the role of the Union as the exclusive collective bargaining agency for such employees.

Section C. The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial functions not specifically limited by this Agreement.

Section D. Both the Employer and the Union agree that no discrimination shall be exercised by either party against any employee because of race, creed, age, sex, color, political belief, sexual preference, religious belief, or employee organization affiliation.

Section E. This Agreement may be amended at any time during its life upon mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

Section F. This Agreement is subject to the laws of the United States and the State of Minnesota. In the event that any provision of this Agreement shall be held to be contrary to law by a court or official federal or state government agency of competent jurisdiction from which final judgment or final decree no appeal has been taken within the time provided, such provision shall be voided. All of the remaining provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

Section G. The Employer agrees to require the payroll department to deduct from the paycheck of each employee who has signed an Authorization For Dues Deduction (Appendix B), a sum certified by the Union for Union dues. Such deduction is to be made each month, beginning with the month specified on the payroll deduction card. Not later than the tenth of the following month, such deduction shall be transmitted to the financial secretary of the Union along with a list of the names from whom such pay deductions were made. Pay deductions may be terminated by the employee by giving thirty (30) days written notice to the secretary of the Local. Upon receipt of such notice, the secretary shall within five (5) days thereafter notify the payroll department, in

writing, to stop deductions. For purposes of this section the term "Union dues" will include initiation fees and reinstatement fees.

Section H. Non-Union members whose positions are included within the bargaining unit covered by this Agreement may be required by the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative and the Employer, upon notification by the Union, shall be obligated to check off said fee from the earnings of the employee and transmit the same to the Union. In no instance shall the required contribution exceed the pro-rata share of the specific expenses incurred for services rendered by the Union in relationship to negotiations and administration of grievance procedures pursuant to M.S.A. 179A.06, Subd. 3. The Union shall indemnify and hold the Employer harmless against any and all claim, suits, orders of 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 Section.

Section I. The Employer agrees to erect and maintain a bulletin board of reasonable size to be placed at a location to be mutually agreed upon between the Employer and the Union, which shall be for the use of the Union to post any non-inflammatory or non-political notice or document relating to Union affairs.

Section J. The following educational leave and reimbursement policy has been adopted by the parties:

1. Employees may be reimbursed for tuition, books, fees, mileage or other reasonable expenses as may be approved by the Department Head and the County Board, when they are enrolled in and attend a Board-approved work related course. Employees are reimbursed for meals pursuant to county policy and limits.
2. County time will be granted for such work-related courses only when such courses cannot be taken during non-working hours and when such courses do not interfere with the staffing needs of the employee's department.
3. Employees may be granted unpaid and unreimbursed leaves of absence for full time educational work at the discretion of the Employer.

Section K. The Employer agrees to notify the local Chief Union Steward(s) in writing or copies of any job postings, changes in job ratings; job descriptions, job locations or major reorganizations of departments covered under the terms of this Agreement.

### **ARTICLE 3** **GRIEVANCE PROCEDURE**

Section A. 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. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section C. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees

and shall, therefore, be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during working hours, provided the Employer and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

#### Section D.

A grievance procedure is hereby established for the purpose of resolving any difference between the Employer and the Union as to the meaning and application of the provisions of this Agreement. ~~Such differences shall be handled in accordance with the following procedure:~~

An employee that elects to exercise his or her grievance rights under this Article shall file a written request for a pre-grievance meeting or file a formal written grievance within 10 working days of the alleged violation of this Agreement or within 10 working days of when the Union was aware of the alleged violation, so not to exceed 21 calendar days. An employee who elects to pursue a pre-grievance meeting will not limit his or her rights to file a formal grievance so long as this is done within the time parameters indicated in Step 2 below.

1. As an alternative to pursuing a formal grievance as their first recourse, employees may elect to file a written request to the Human Resources Director for a pre-grievance meeting. After the receipt of this request, a meeting will be held within 10 working days to discuss the alleged violation of this Agreement. Following the meeting, the Human Resources Director or his or her designee will issue a written response to parties involved in the meeting within 10 working days.
2. In the event the problem cannot be solved as outlined in (1) above, the Business Agent or their representative will reduce the grievance to writing and indicate the specific provisions of the contract involved, the remedy sought and present it to the County Administrator or his/her representative within ten (10) working days of the receipt of the Human Resources Director's or his or her designee's response. The parties will attempt to resolve the written grievance at a meeting including but not limited to the steward, the Business Agent and the County Administrator or his/her designee. The County shall give a written answer to the grievance within ten (10) working days of the close of the meeting.

#### Section E. Arbitrator's Authority

1. An arbitrator acting on matters relating to this agreement shall be subject to provisions of M.S. 179A.16, Subd. 5, 6 and 7. 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.
2. If either party desires a verbatim record of any arbitration proceedings undertaken pursuant to this Agreement, 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 F. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed at 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 immediately appeal the grievance to Step 3. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

Section G. If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or a procedure such as Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of this Article or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of this Article.

Section H. The Employer-designated representatives, for purposes of this Article, shall be named and posted by the Employer and may be amended at the discretion of the Employer.

#### **ARTICLE 4** **PROBATION PERIOD**

Section A. All newly hired or rehired employees will serve a one year probationary period. During the probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

Section B. A probationary employee shall have no seniority until he/she has completed his/her probationary period. Upon completion of the probationary period, seniority shall be acquired from the date of hire.

Section C. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance or arbitration procedures, except that the Union reserves the right to represent a probationary employee where disciplinary or termination action is alleged to have resulted from Union activity or involvement.

Section D. All employees promoted or reassigned within the bargaining unit shall serve a one hundred twenty (120) day probationary period with respect to any job classification in which the employee has not previously served a probationary period. During such a promoted or reassigned probationary period, the employee may be demoted or reassigned to his/her previous position at the sole discretion of the Employer, subject to grievance procedures alleging discrimination or arbitrary action on the part of the Employer. Employees who are promoted will maintain their anniversary dates.

#### **ARTICLE 5** **HOURS AND OVERTIME**

Section A. The Employer shall establish work schedules applicable to employees in the bargaining unit. The normal workweek shall be forty hours.

Section B. Employees shall be entitled to an unpaid lunch break up to one-hour exclusive of the eight hour shift and two fifteen minute coffee breaks, which shall be included and paid for within the employee's regularly scheduled shift. Part time employees scheduled to work a normal one-

half day shift, i.e., 8:00 a.m. to 12:00 noon or 1:00 p.m. to 5:00 p.m., shall be entitled to a fifteen (15) minute recess during each such shift.

Section C. Non-exempt employees covered by the Fair Labor Standards Act shall earn overtime at time and one-half rates in accordance with the Fair labor Standards Act for hours worked in excess of forty (40) hours, credited to compensatory time off or overtime pay. An Employee may be allowed to bank up to 40-hours of compensatory time off. Time accrued in a compensatory time off bank may be utilized as scheduled time or unscheduled time with the Employer's approval. For purposes of this Section, hours worked shall **not** include use of PTO or paid holidays.

Section D. Hours worked on the actual calendar date of a holiday (as opposed to a Friday or Monday-observed-as-a-holiday-pursuant-to-Article-6, Section-B) shall be compensated at two-times the employee's regular pay rate. Hours worked on a Monday or Friday observed as a holiday pursuant to Article 6, Section B., shall be compensated as provided in Section C of this Article. If the employee requests to work on a Holiday, all hours earned shall not be considered as premium time and shall be paid at straight time subject to normal overtime conditions (over 40 hours).

Section E. Any employee who is recalled to work after having punched out shall be provided with a minimum of two hours' work or shall receive in lieu thereof an amount equal to the amount he/she would have received under the terms of this Agreement had he/she actually worked two hours. The provisions of this Section shall not apply in those instances where the employee is given the option of completing work at the end of the normal shift or of returning to complete such work.

Section F. This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime or other premium pay. The base rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

Section G. Employees of the Courthouse Division working out of the County Highway Building may have their hours adjusted to coincide with the hours of the Highway Department Employees.

Section H. Night shift premium shall be paid at a rate of two dollars (\$2.00) per hour for all hours worked between 6:00 p.m. and 6:00 a.m. This shift differential is not eligible for overtime/premium pay. If the employee requests to adjust their work schedule to include working between the hours of 6:00 p.m. and 6:00 a.m., all hours earned shall not be considered as premium time and shall be paid at straight time.

Section I. A Sunday premium differential shall be paid at a rate of eighty-five cents (\$.85) per hour for all hours worked, during the 24 hour period beginning Sunday at 12 a.m. and ending on Sunday at 11:59 p.m., which payment shall be in addition to any earned night shift differential. This shift differential is not eligible for overtime/premium pay. If the employee requests to work on a Sunday, all hours earned shall not be considered as premium time and shall be paid at straight time).

Section J. The Employer will provide a monthly clothing allowance of \$25.00 per month for each Facilities Custodian, Facilities Technician, Environmental Services Technician, Solid Waste Officer II, and Property Appraiser (or Trainee) with said allowance to be used to purchase jeans or other approved work pants and/or shorts.



Section K. The Employer will provide a monthly shoe allowance of \$20.00 per month for each Facilities Custodian, Facilities Technician, Environmental Services Technician, Solid Waste Officer II, and Property Appraiser (or Trainee) for the purchase of shoes.

Section L. The Employer agrees to provide a high visibility jacket once every three years (contract term) for each Facilities Custodian, Facilities Technician, Environmental Services Technician, Solid Waste Officer II, and Property Appraiser (or Trainee) through a supplier. The style and color of the jacket is to be determined by the Facilities Supervisor and County Assessor. The employee shall be responsible for all cleaning and maintenance of said jackets.

Section M. Time spent in travel status for work business, outside of travel from home to work or from work to home, is generally compensable.

Exceptions to compensable travel time include time spent as a passenger on an airplane, train, boat, bus, or automobile to a place away from the employee's home community outside of the employee's non-working hours, so long as the employee is not required to work while traveling. If an employee voluntarily elects to travel between 6pm – 6am, on a Sunday, or on a holiday and receives approval from his or her supervisor, the employee will receive his or her regular rate of pay for travel time, which will be considered hours worked for overtime purposes. If the employer requires or requests that the employee travel between 6pm – 6am, on a Sunday, or on a holiday, the employee will receive premium compensation for travel time in accordance with Article 5 and the travel hours will be considered hours worked for overtime purposes.

In situations where conducting work business or attendance at an approved work training/meeting involves the employee to be away from home for overnight, the employee will be compensated hours for a normal work day regardless of the time spent engaged in work business.

**ARTICLE 6**  
**HOLIDAY BENEFITS**

Section A. All employees covered by this Agreement shall receive the following paid holidays:

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	President's Day
Friday before Easter	Good Friday
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving
First Friday after the fourth Thursday in November	Friday after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

Section B. Provided when any holiday falls on Sunday, the following day shall be a holiday. Provided when any holiday falls on Saturday, the preceding day shall be a holiday. When Christmas

Eve (December 24) falls on Saturday or Sunday, the preceding Friday will be the holiday. When Christmas Day falls on Saturday, the Christmas Eve holiday will be on the preceding Thursday.

Section C. When a paid holiday falls on an employee's scheduled day off or during his/her vacation period, he/she shall receive holiday pay providing said holiday falls on an employee's normal work day. The employee will not be required to use Paid Time Off on a paid holiday.

Section D. An employee shall become eligible for holidays commencing with the date of employment.

**ARTICLE 7**  
**PAID TIME OFF (PTO)**

Section A. Paid Time Off (PTO) is a combination of vacation, sick and funeral leave.

Section B. All probationary regular full and part-time employees are eligible to earn PTO from first day of employment with Mower County. Employees shall be able to utilize PTO as it accrues.

Section C. PTO Accrual is based on continuous employment with Mower County, whether in a probationary or regular status. Rehired employees are not eligible to receive any credit as a result of previous employment with Mower County. Part-time employees shall earn PTO accrual based on a pro-rated computation of a normal full time work year equaling 2080 hours. The County at its discretion may offer a new employee as a hiring incentive up to 40 hours of PTO and the County has the authority to start a new employee at an accelerated rate not to exceed level 2.

PTO Accrual Schedule		
<u>Years of Service</u>	<u>Hours per pay period</u>	<u>Maximum accrual</u>
Less than 5	7.38	384
More than 5 - less than 10	8.32	433
More than 10 - Less than 15	9.24	480
More than 15 years	10.16	528

An employee may accumulate unused PTO to a maximum of two (2) times the applicable annual earning rate. PTO earned and unused in excess of the maximum shall be forfeited. An employee may donate PTO hours to the "Medical Bank" created in Section D120 of the Mower County Personnel Policies. The employees shall put such a request in writing and submit it to the Human Resource Director.

Section D. When the employee's accrual schedule changes based on years of service, the payroll department will be responsible to make appropriate changes and place appropriate documentation in the employee's file.

Section E. Employees participating in the Paid Time Off program may be eligible to receive Short-Term Disability benefits, as detailed in *Article 14 Group Insurance and Disability Benefits*.

**ARTICLE 8**  
**ACCUMULATION OF PTO AND ANNUAL CASH OUT OPTION**

Employees may cash out a portion of their accrued PTO at any time, once per calendar year. The following restrictions will apply:

Employee must have used a minimum of 80 hours of PTO, taken off 80 hours of comp time, or any combination of the two totaling at least 80 hours during the preceding 12-months, and

Employee must request payment of accruals from Human Resources by the Friday preceding the requested payment date, and

Maximum of 50% of an employees accrued balance can be paid to the employee so long as a minimum of 80 hours are retained. Employee must recognize that this will be taxable income. Employees may be able to defer cash out payments in accordance with deferred compensation regulations.

~~Accruals may not exceed cap hours at any time.~~

Mower County grants paid time away from work under its PTO policy. Employees are encouraged to schedule sufficient time off for relaxation and to promote good physical and mental health.

## ARTICLE 9 LEAVES OF ABSENCE

Section A. An employee who performs with a color guard at a military funeral receives pay, plus hours, the same as though such employee had been at work. If the funeral is in the morning or in the afternoon the employee would have a half-day off, except when the funeral is out of county, the employee shall have a day off.

Section B. A leave of absence shall be granted to any employee who enters the Armed Forces or otherwise participates in military duty in a form that qualifies for leave of absence pursuant to Minnesota Statutes.

Section C. Any employee elected by the Union to represent the Union at international, state or district conventions which require his/her absence from duty shall be granted the necessary time off to attend such meetings without pay, without discrimination and without loss of seniority rights or any other fringe benefits authorized by this Agreement.

Section D. The Employer agrees to continue full County salary for any employee who serves as a juror, provided that such employee shall reimburse the Employer the amount received by him/her as per diem for serving as a juror and, further, that the employee shall report to work at such times during his/her jury service requirement that he/she is excused from such service during normal working hours.

Section E. An Employee with one (1) year or more of service may be granted an unpaid leave of absence for up to twelve (12) weeks for the birth or adoption of a child pursuant to the Family Medical Leave Act and the Minnesota Parenting Leave Statute.

Section F. Leaves of absence, in addition to those enumerated in other sections of this Article, may be granted without pay for any employee by mutual agreement by the designee of the County Board and the Union. If the parties cannot mutually agree, the Employee can appeal to the County Board for a decision. No fringe benefits or seniority shall be earned or accumulated during a leave of absence without pay, except as otherwise provided in this Article.

Section G. For medical absences that are FMLA qualifying, an employee must provide medical documentation to certify their need for absence as specified by the employer.

The employer may request medical clearance to return to work regardless of leave or benefit eligibility for injuries that impair the employee's ability to perform any or all of their essential job functions or for illnesses that pose a direct threat to other employees or customers.

Section H. Any full time employee who has completed his/her probationary period and who becomes unable to work full time, due to sickness or accident, shall be allowed to work part time if:

1. ~~Employees taking FMLA leave may be permitted to work a reduced or intermittent schedule.~~ Requests for reduced or intermittent work will be considered based upon medical documentation, the needs of the department and requirements of the position. Human Resources will review all documentation and give a response to the employee and the department head. Paid Time Off (PTO) shall be available for the FMLA portion or non-FMLA portion provided it is available pursuant to other provisions of this Article.
2. In cases where an employee is not eligible for FMLA leave, he/she may be allowed to work part-time under the same conditions as in sub-paragraph 1 above.
3. Each request for a reduced or intermittent schedule shall be considered on a case-by-case basis. In the event of a denied request, Human Resources will supply documentation as to the reason for the denial.

Section I. The Employer and the Union agree to comply with the following Worker's Compensation Regulations: It is agreed that if an employee of the Employer shall receive a compensable injury and have accrued benefits under PTO, the Employer, if requested by the Employee, shall pay the difference between the compensation received by the Employee and his/her regular biweekly pay, same to be deducted from the said accrued PTO benefits. The Employer will provide for the payments described in this Section during the period of disability. It is understood that the additional payments made to the Employee over and above that paid by Worker's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued PTO benefits.

Section J.

- (1) Any unpaid leave of five (5) days or less, approved by the department head, shall include continuation of all fringe benefits including insurance premium contributions by the County.
- (2) Any unpaid leave of more than five (5) days shall be without fringe benefit accrual or contribution from the first day of such leave, and requires County Board approval.
- (3) Any extension of an unpaid leave of five (5) days or less shall require County Board approval and shall operate to terminate fringe benefits retroactively, to the start of the initial leave.

- (4) Insurance benefits chargeable to an employee shall be paid by the County, but collectable on a pro-rata basis, comparing the number of working hours chargeable to the total working hours in a year.

Section K. FMLA leaves shall be computed using a “rolling” 12-month period measured backward from the date of any FMLA leave usage. Employees shall be granted leave time in accordance with the time specified by law, which is generally 12 weeks per 12 month period except in the case of leave to care for a covered service member with a serious injury or illness where the law provides for additional leave time.

## ARTICLE 10 SENIORITY

Section A. Seniority standing shall be granted to all covered employees who have completed the probationary period required pursuant to this Agreement. Such seniority standing shall be determined on the basis of total length of employment for the Employer, subject to exclusions of time provided in the case of leaves of absence without pay. Seniority and anniversary date determination shall be based on the first day of employment.

Section B. Whenever the Employer approves filling a vacancy in an existing regular position or the creation of a new regular position within the bargaining unit, notice thereof shall be posted on the designated bulletin boards and by email with the expiration of said posting to coincide with the time the email was distributed by the Employer. The notice of a vacancy or newly created position to be filled shall state the type of work, the place of work, the rate of pay, hours to be worked, the proposed grade for the position. Non-probationary employees shall be given four (4) working days in which to apply for a vacancy. The senior employee in the department in which the vacancy or new position exists and who applies shall be assigned the position, provided that such employee has the necessary qualifications to perform the duties of the position. If a qualified applicant from within the department does not fill the position, the senior -non-probationary employee within the bargaining unit making application for the position will be assigned the position, provided that such employee has the necessary qualifications to perform the duties of the position.

In all departments affected by this contract, the Human Resource Director will make the determination whether an existing employee is qualified. An employee’s education, skills, training, abilities, and job performance may be used as factors in determining whether the employee is qualified. Such an employee shall have the right to appeal this determination through the normal grievance procedure.

Section C. In the event of a layoff, a reduction of force, or the elimination of a position, a senior employee may exert his/her seniority preference over a junior employee, in any classification of work in any department, provided he/she has the necessary qualifications to perform the duties of the position involved. Employees who are laid off shall be rehired according to seniority in the inverse order of layoff, subject to the requirement that the employee returning to work be qualified for the position that is available. Employees shall be notified in writing when a layoff, reduction of force or elimination of position is to be effective, and shall also be notified in writing if the position from which he/she was laid off is reinstated or reactivated. The following shall apply to employees recalled to work after a layoff:

1. Recall of two (2) years from date of layoff.
2. If an employee declines a comparable job within the department they were reduced from, the employee will forfeit their recall rights permanently.
3. Employees offered recall into a job other than the job that is not comparable to the job in the department they were reduced from may decline the recall without losing their recall rights.
4. If the job recalled to is higher in pay grade, or in a different department, the probationary period established in Article 4, Section D shall apply. If an employee does not successfully qualify during the probationary period, the employee shall return to recall status.
5. Prior to issuing any recall, the employer shall post the vacancy to current union members. ~~However, an employee on recall or layoff status from the department in which the vacancy occurred shall receive the recall to the same or comparable job before any posting occurs.~~

Section D. In the event a general layoff involving five or more employees within the bargaining unit is contemplated, the Employer agrees to call in the Union grievance committee and to discuss the proposed action with them prior to taking final action.

Section E. Seniority lists shall be prepared annually and made available to the Union on January 1 of each year. Any question or dispute with respect to the seniority dates indicated on such lists shall be brought to the attention of the Employer within thirty (30) days of delivery of such list to the designated representative of the Union. The seniority dates indicated thereon shall be final and deemed correct thirty (30) days after delivery to the designated representative of the Union, except as to those matters on which a question is raised. Issues regarding the seniority lists shall be subject to normal grievance procedures.

Section F. In the event the County combines jobs or job duties of two or more existing positions the senior employee of the affected position combination may claim the new position prior to the employer posting the position to the general membership pursuant to this Article. To be considered eligible to claim the new position, the employee needs to meet the minimum qualifications of the new position and a portion of the employees existing job duties are in the new position description or duties.

If said job combination involves two or more employees then said employees may claim the new position(s) based on seniority and provisions of this section prior to the employer posting the new position to the general membership.

## ARTICLE 11 INTER-DEPARTMENTAL TRANSFERS

Section A. All employees covered by this Agreement shall carry their original seniority date and all accumulated fringe benefits when transferring from one department to another.

Section B. When employees transferring from the jurisdiction of a County Board appointed department to that of an elected official's department, the employee shall carry their original seniority date into the elected official's department.

Section C. Any employee transferring from an elected official's department to that of a department under the jurisdiction of a County Board appointed official shall continue to carry their

original seniority date from the elected official's department to that of an appointed official's department.

Section D. All employees employed by an elected official when transferring from an elected official's department shall continue to carry their original seniority date.

Section E. In the event of a newly elected or appointed department head, all employees covered by this Agreement shall retain their original seniority date and accumulated fringe benefits.

**ARTICLE 12**  
**RETIREMENT**

Section A. Retirement benefits shall be available to any employee hired prior to January 1, 2004 who retires upon attaining age fifty-six (56) with minimum years of service in accordance with the following:

20 years of service  
56 years of age  
and eligible under PERA rule of 90

20 years of service  
58 years of age

15 years of service  
62 years of age

10 years of service  
65 years of age

Employees hired after January 1, 2004 and prior to January 1, 2013 shall qualify for retirement benefits upon attaining age fifty-six (56) with minimum years of service in accordance with the following:

20 years of service  
56 years of age and eligible to retire under the PERA Rule of 90

20 years of service  
58 years of age

Employees hired on or after January 1, 2013 shall not be eligible for health insurance continuation or county contribution toward premiums/deductibles upon retirement outside of continuation rights prescribed under state and federal law.

1. For eligible employees hired prior to February 23, 1993 with retirement dates on or after January 1, 2010.

Retired employees who meet the eligibility requirements provided above shall be allowed to continue as members of the base hospital & medical insurance program available to full-time active employees until the retired employee or the retired employee's dependent becomes eligible for Medicare. Once eligible for Medicare, the affected plan participant will no longer be eligible for the base hospital and medical

insurance coverage through the county, but may elect to purchase Medicare Part B and continue insurance through the county's Medicare Supplement Health Insurance plan.

Eligible retired employees shall receive an employer contribution towards insurance premiums offered by the employer with a maximum not to exceed the employer contribution towards active employees. Medicare B premiums and penalties are excluded from employer reimbursement.

Eligibility for retirement benefits for employees hired prior to February 23, 1993 will end on the date of the retiree's death. The retiree's spouse shall be eligible to continue health insurance but said cost shall be the responsibility of the retiree's spouse.

In the event the employer changes the base hospital and medical insurance plan or the Medicare supplement plan, said changes to the plan and benefits will apply to retired employees.

2. Eligible employees hired February 23, 1993 through December 31, 2012 with retirement dates after January 1, 2010, shall have the employer contribution towards insurance premiums capped at the dollar amount being paid towards insurance premiums for active employees at the date of the employee's retirement. The employer contribution shall be limited towards health insurance plans provided by the county pursuant to this agreement. Eligible retired employees hired after February 23, 1993 shall pay all subsequent increases in premium cost after retirement. Eligibility for retirement benefits for employees hired after February 23, 1993 will end on the date the retiree becomes eligible for Medicare. The county will offer a Medicare supplement policy for retirees and their spouse but said cost shall be the responsibility of the retiree.

In the event the employer changes the base hospital and medical insurance plan or the Medicare supplement plan, said changes to the plan and benefits will apply to retired employees.

Section B. The Employer agrees to pay up to the existing contribution rate of group health for sixteen (16) months and life insurance premiums for three (3) months after the date of any termination of employment of an employee if that employee is eligible for permanent disability pursuant to the Public Employees Retirement Association law.

Section C. Health insurance benefits for employees with part time years of service:

1. Employees must be currently participating in the health insurance plan during the last five (5) years of their employment including the last day of employment.
2. Employees need to qualify with total years of service and age pursuant to Section A of this Article. For purposes of this benefit, part time employees receive full credit for years of service.
3. Benefits based on the policy/benefit (i.e. 50%, 62.5%, 75% or 100%) the employee participated in during the majority of their last five (5) years.
  - a. If the employee was full time 2.5 years or more, participated in health insurance for the last five (5) years and meets the guidelines of Section A, then the employee receives retirees health insurance on the same basis as full time employees pursuant to other provisions of this Article.



- b. If the employee was part time 2.5 years or more, participated in health insurance for the last five (5) years and meets the qualifiers of Section A, then the employee receives retiree's health insurance benefits on the same basis as part time employees pursuant to the provisions of this Article and Article 15, Part Time Employees – Special Provisions.
4. Employees whose full time years of service qualify them for the provisions of this Article and have part time years of service, also qualify for “full retiree” health insurance benefits of this section.

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**ARTICLE 13**  
**JOB RE-EVALUATION**

**Section A.** *From lower to higher classification.*

An employee who is re-classified to a higher classification shall be placed on the new pay plan to the next step which constitutes an increase or the step which constitutes an increase of 2.75% above their current pay, whichever is higher. The employee's anniversary date for wage and benefit accrual purposes will not change.

**Section B.** *From higher to lower classification.*

Employees re-classified to a lower classification shall be adjusted as follows:

- Employees below Step 10 on their grade range will have their steps frozen until their years of service equal the pay step on the new range. Employees shall continue to receive any cost of living adjustments afforded other employees.
- Employees at Step 10 on their grade range will be placed on Step 10 of the new grade range on their next anniversary date. Employees are ineligible to receive cost of living adjustments prior to placement on the new grade range.

The employee's anniversary date for wage and benefit accrual purposes will not change.

Effective date for job description reviews and market study results shall be July 1st of each year.

**ARTICLE 14**  
**GROUP INSURANCE AND DISABILITY BENEFITS**

**Section A.** The Employer agrees to continue to make a base hospital and medical insurance plan available to full time employees, subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier. Any change in the benefit coverage shall be negotiated with the Union.

Newly hired employees will be eligible for health insurance effective the first day of the next month after the date of hire.

The Base Plan is a VEBA 2600/5200 deductible plan. Effective January 1, 2024 – December 31, 2026 the employer will pay the full single premium and contribute fifty percent (50%) of the primary deductible level into the VEBA account.

The Union and the Employer understand that the Insurance Committee, comprised of at least one representative from each bargaining unit in Mower County, will be meeting after the execution of this agreement to make recommendations regarding insurance matters. As a result, Union and

Employer agree that, at a minimum, Employer will maintain three coverage options: Employee, Employee plus Children and Family with aggregate values and cost sharing as established for calendar year 2023. The Union and Employer agree to a reopener of this agreement to negotiate the insurance plan if, at any time, there is an unacceptable change in the aggregate value of the plan or other recommended changes being made to the County Board by the Insurance Committee for approval. The reopener will be triggered upon providing written notice to the other party.

In the event the County offers optional health insurance plans, these optional plans are not negotiated plans and changes to these plans may be made at the employer's discretion. Employees, who choose an optional plan, must pay any difference if the cost is greater than the cost of the negotiated plan. These optional plans shall not be negotiable nor subject to MS 471.61.

For the term of this agreement the County will continue to offer a full flexible spending account plan (Section 125 Plan) for insurance premium payments, out of pocket medical expenses and day care expenses.

The EMPLOYER agrees to enter into an Insurance Committee to discuss changes to the health care plan for the length of this contract. The Committee will consist of management and representatives from any bargaining units wishing to participate in discussion of insurance changes. The parties will consider committee recommendation for ratification. Should both parties ratify an insurance change, those changes will become part of the union agreement. If one of the parties does not ratify the committee recommendation, the current contract language remains in place.

Section B. The Employer agrees to provide and to pay the premiums for term life insurance coverage for all full-time employees covered by this Agreement in the amount of fifty thousand and no/100 (\$50,000.00) Dollars, with the effective date of such coverage for newly hired employee to be the first of the next month following the date of employment.

Employees who had the \$5,000 whole life policy changed to the \$50,000.00 term life insurance and have received a Paid Up Certificate, can either retain or cash out upon termination or retirement from employment with Mower County.

Section C. The employer will bid a dental insurance plan, which shall be made available as an employee option for those who choose to pay the full premium. Employees can use the Flexible Spending Account if allowed per IRS rules.

Section D. Short-Term Disability  
Mower County will provide a Short-Term Disability benefit for all employees under the Paid Time Off (PTO) system and will pay the full premium cost for such coverage. All employees hired prior to January 1, 2011 will be covered under this benefit plan regardless of their full-time equivalent status as of December 31, 2010. Employees hired after January 1, 2011 who do not meet the minimum hours requirement, or employees hired prior to this date who subsequently have a status change below the minimum hours requirement, are not eligible for County provided coverage under this plan.

The minimum requirements/benefits for the County's Short-Term Disability Plan are as follows<sup>1</sup>:

<sup>1</sup> The minimum requirements that provide for benefits are not a guarantee that an employee will receive such benefits, as the insurance provider reserves sole discretion in determining whether an illness or injury is qualified under the plan.

1. Eligible employees must work at least 30 hours per week
2. The County will provide a benefit of at least 66 2/3 percent of weekly earnings, as a nontaxable benefit to the employee, up to a maximum benefit of \$1,150 per week.
3. The County will provide a benefit that begins after a four (4) calendar day elimination period for both illness and injury.
4. The County will provide a benefit that offers coverage for 13 calendar weeks that begin on the date of onset or occurrence.
5. The County will provide a benefit that offers both full and partial disability coverage for employees who return to work on a partial or intermittent basis within the benefit period.
6. The County may elect to offer a benefit with a pre-existing exclusion period for new hires after January 1, 2011, but not for employees currently on the County's Short-Term Disability plan as of December 31, 2010. The pre-existing exclusion period will not exceed a look back period of more than 12 months prior to the employee's effective date on the plan nor will exclude an employee from receiving benefits for a pre-existing condition commencing after 12 months of consecutive enrollment in the plan. A future loss of plan eligibility for employees hired prior to January 1, 2011 may result in a pre-existing exclusion period if the employee would become eligible to re-enroll in the plan at another time during their employment with the County.
7. The County will offer a policy covering recurrent disability claims due to the same or related causes that occurs after 14 days of the end of the prior disability. A new elimination period may apply to a recurring disability that occurs after the 14 day period.

While waiting for the approval of Short Term Disability (STD), the employee may elect to go into an unpaid status until STD qualified. Employee must have returned completed STD paperwork in order to make this election. In the event the employee is disqualified for STD, the employee shall be required to use PTO and compensatory pay for any prior use of unpaid hours during the STD determination period.

Employees receiving a Short-Term Disability benefit will not be eligible to accrue Paid Time Off hours during the time in which they are not working, except during the elimination period or at any other time within the leave period in which they are using their accrued benefit hours to cover their time away from work. Paid Time Off accruals will be based on the combination of actual hours worked and benefit hours utilized within the pay period and not on the employee's regular full-time equivalent status prior to the leave.

Employees will receive credit for holiday hours either through compensation or through hours added to their Paid Time Off bank as specified:

1. If the holiday falls within the time period when or on either side of a day that a partially disabled employee is working, the employee will receive a compensated holiday based on the employee's regular full-time equivalent status prior to the leave.
2. If the employee is fully disabled or if he or she is partially disabled and not working on either day surrounding the designated holiday, the employee will receive up to 8 hours of Paid Time Off for future use; with the exact benefit hours to depend on the employee's regular full-time equivalent status prior to the leave.

For wage and hours purposes, the payment of Short-Term Disability will not be included within the computation of overtime hours.

Employees who are on Family Medical Leave will be allowed to remain on the County's insurance programs at no additional expense to them and will be eligible to accrue seniority as if they were actively at work during their leave time.

Section E. Long-Term Disability

Mower County will offer long-term disability policy at full employee cost for use after short-term disability has expired.

**ARTICLE 15**  
**PART TIME EMPLOYEES - SPECIAL PROVISIONS**

Section A. Part-time employees are defined as those who are not seasonal or temporary in scope and are normally scheduled to work less than forty (40) hours per week.

Years of service in regards to determining wage changes, PTO changes and any other benefits that use the years of service as a benchmark for determining the amount of benefit for employees will be calculated based on calendar year whereas one calendar year equals one year of service.

The cost of health insurance, life insurance and disability insurance for part-time employees who work the minimum number of hours per week meeting the insurance coverage thresholds as established by Federal and State law will be the same as that paid by a full-time (1 FTE) employee. Employees working less than the minimum number of hours per week and not meeting the insurance coverage thresholds as established by Federal and State law are not eligible for health and life insurance benefits. Employees working less than 14 hours per week are not entitled to any benefits.

1. For employees working twenty (20) hours or more but less than forty (40) hours per week, said employee shall accumulate Paid Time Off (PTO), according to actual hours worked including PTO used and shall be eligible for holiday pay prorated to their FTE status for an eight (8) hour day.
  - Part-time employees may, with a minimum 3 business day prior notice to their supervisor, elect to consider their part-time holiday pay as their full hours for the day when the holiday falls on their regularly scheduled day. If notice is not given, the employee will be expected to fill their schedule via PTO, comp time or a flexible schedule approved by the supervisor. OR
  - Part-time employees, may request from their supervisor to modify their working hours when a holiday falls on a regularly scheduled day off. Approval for the modification will be based on the business needs of the department at that time.

Section B.

1. This Article shall be limited to 3 Full-Time Equivalent (FTE) positions.
2. Employees with hire dates prior to January 1, 1998 who choose to go part-time shall be eligible to receive 100% of Single Health insurance premium.
3. Newly hired employees who work part-time receive benefits per Section A.
4. In the event a full-time position is vacated, the employer shall post as a full-time position. This section does not preclude employer from posting a position at less than 40 hours or not filling a position. The intention of this provision is to post a vacancy as a full-time as opposed to two (2) part-time positions.

Section C. The Employer may use temporary help to fill any existing vacant position for time away not to exceed allowable time under FMLA and for employer approved leaves not to exceed 12 paid weeks. If a vacancy occurs because a full time employee covered by this Agreement is on sick leave, vacation or other authorized fringe benefit leave, or if the employee is covered under the provisions of the Family and Medical Leave Act or applicable state leave regardless of paid status, the vacancy shall be considered temporary. The Employer need not post such position, and temporary help may be used to fill such position until the employee returns to work. Except as provided above, no temporary workers shall be placed in any classified position until seniority provisions of the Agreement have been satisfied, and in no event shall a qualified employee with seniority status be replaced or held in layoff status by a temporary worker.

Section D. Notwithstanding other provisions of this Article, the Employer may hire students or other persons for part time temporary positions or on special government finance programs, but such employees shall not gain permanent status while on such programs and the Employer need not provide fringe benefits otherwise required by this Agreement.

## ARTICLE 16 CLASSIFICATION SYSTEM AND WAGE SCHEDULE

Section A. The Pay Plan provided for in this Agreement is contained on Appendix C attached hereto and hereby made a part of this Agreement. This includes a general increase on all steps and grades as follows:

Effective January 1, 2024 – \*6.0% increase over 1/1/23 wage chart

Effective January 1, 2025 – \*2.0% increase over 1/1/24 wage chart

Effective January 1, 2026 – \*2.0% increase over 1/1/25 wage chart

\*Percentage increases are average increases. Actual increases are shown on attached wage charts (Appendix C.)

Section B. New Employees are eligible for step increases 1 year from the date of their employment. Thereafter, they will move to the next higher step on this anniversary date of their employment. Current Employees will receive step increases on the anniversary date of their employment unless Section C below is applicable. Current employees' anniversary date for step increases will be grandfathered.

Section C. The Employer agrees to post vacancies for new positions, indicating the range applicable to the position relative to the date of employment of any applicant and further, agrees to consider any current, qualified employee who has seniority status for promotion or transfer prior to recruiting from outside of the unit. A regular employee who is promoted to a higher classification shall be placed on the new pay plan to the next step which constitutes an increase or the step which constitutes an increase of 2.75% above their current pay, whichever is higher. The Employee's anniversary date will not change.

Section D. Calculation of holiday, premium and PTO pay will be based on the salary data presented on Appendix C of this Agreement. Such pay will be considered compensated hours.

Section E. Paydays for all employees shall be every other Thursday. The pay period covers the preceding two weeks, ending on Saturday (starting the first full pay period in 2021). In the event that a normal payday falls on a holiday, the Employer will endeavor as a matter of policy to pay

employees covered by the Agreement on the day proceeding such holiday. It is understood by the parties to this Agreement that making an early payroll run of this type requires that all department heads provide payroll information on a timely basis in accordance with policies of the County Administrator and, further, that computer failure may prevent early payroll under this provision.

Section F. The Employer agrees that changes in payroll deductions will be made during the next payroll period if said notice is received two weeks prior to the Thursday that paychecks are to be issued. Furthermore, the Employer limits changes to W-4 withholdings to one (1) change per thirty (30) day period.

Section G. The Employer agrees to establish the pay scales for temporary employees on a salary schedule not higher than the grade for comparably classified work.

Section H. Senior qualified employees shall have preference in filling temporary vacancies within their own departments. If no senior qualified department employees fill the temporary vacancy, employees from other departments shall be allowed to fill the temporary vacancy subject to seniority and qualifications. In all cases, employees who fill the temporary vacancy will maintain their grade/step for the first thirty (30) calendar days. On the 31<sup>st</sup> day of the same assignment, if the grade for the position the employees is filling is higher than the regular employee's rate, the employee shall receive the next step on their current pay grade for the duration of the assignment. If the employee is currently on step ten (10) of their pay grade, their pay shall be adjusted by the percentage difference between step nine (9) and step ten (10) of their existing pay grade.

## ARTICLE 17 SUSPENSION/DEMOTION/DISCHARGE

Section A. When an investigation relating to a covered employee's conduct appears likely to lead to suspension, demotion or discharge, the affected employee shall be given the opportunity to have a Union representative present for the investigation of the matter as witness and advisor. The employee shall be afforded a reasonable amount of time to secure a union representative.

Section B. Any employee may be temporarily suspended for just cause. If the employee has seniority status, he/she should be notified of the reason for suspension in writing at the time of the suspension. If the employee feels the suspension is without just cause or that the period of the suspension is unwarranted, the employee shall have the right to invoke 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.

Section C. In the event of voluntary or involuntary demotions, the following pay agreements shall apply:

- 1) Voluntary or Involuntary Discipline for Just Cause:
  - a. For employees who previously received promotions and are demoting to a position previously held, the pay is adjusted as if the previous promotions had not occurred. The employee's anniversary date is that of the position previously held. This includes employees who do not make probation on a promotional position.

b. For employees who had not been previously promoted, the employee's pay is adjusted to the appropriate step of the new position as if the employee had been originally hired in that position.

2) Involuntary (including those occurrences that involve restructuring, layoffs, etc.):

a. Employees retain pay level, regardless of the top of the new pay range. Future pay increases are frozen if the employee is "over the top" until the pay range catches up.

b. Employees whose pay level is within the new pay range shall have their steps frozen until their years of service equal the pay step on the new range. Employees shall receive the annual pay increase afforded other employees.

Section D. An employee who has attained seniority status shall be discharged only for just cause. Discharges will be preceded by a five (5) day preliminary suspension without pay. During said five (5) day period, the Employee and/or Union may request a meeting with the Employer representative who initiated the suspension with intent to discharge. During said five (5) day period, the Employer may affirm the suspension and discharge or may modify or withdraw the recommendation for discharge. Upon written notice of discharge to the Union, the Union shall be granted a five (5) working day period to protest the discharge as defined in Article 3, Grievance Procedure.

## ARTICLE 18 SCOPE OF AGREEMENT

Section A. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent they are inconsistent with the provisions of this agreement, are hereby superseded.

Section B. The parties mutually acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by the law from bargaining. All agreements, and understandings arrived at by the parties are set forth in writing in the Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement.

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**ARTICLE 19**  
**DURATION OF AGREEMENT**

Section A. This Agreement shall be effective as of the first day of July, 2023, and shall remain in effect until the thirtieth day of June, 2026. It shall be effective from year to year, thereafter, unless either party shall give written notice at least sixty (60) days prior to the termination date or any subsequent anniversary date of its intention to open the Agreement for negotiations or to terminate the Agreement.

For the Union:  
UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION,  
LOCAL 663

For the Employer:  
COUNTY OF MOWER

Frank G. Adams      8-21-23  
Date  
Jim Sam      8-21-23  
Date  
Kathy Lentz      8/22/23  
Date

[Signature]      8-22-23  
Chairman, Board of Commissioners      Date  
Wish-Harsh Cjersonk  
Attest - County Administrator      Date  
NA  
County Auditor-Treasurer      Date  
NA  
County Attorney      Date  
NA  
County Recorder      Date



**APPENDIX A**

**Positions and Grades**

POSITION	DBM
Facilities Custodian	A13
Accounting Technician	B22
Facilities Technician	B22
Legal Secretary	B22
Office Technician	B22
Teen Court Coordinator	B21
Interpreter/Translator	B23
Paralegal	B23
Property Appraiser Trainee	B23
Victim Service Coordinator	B23
Property Appraiser	B25
Solid Waste Officer II	C41

**APPENDIX B**

**Check-off Authorization**

I hereby authorize my employer, Mower County Board of Commissioners, to deduct from my wages earned or to be earned by me as your employee (in my present or any future employment by you), such sums as the Secretary-Treasurer of LOCAL 663, United Food and Commercial Workers International Union, AFL-CIO, may certify as due and owing from me as my union dues, initiation fees, and reinstatement fees, pursuant to the collective bargaining agreement, the Constitution of the International Union and the By-laws of LOCAL 663. I authorize and direct you to deduct such amounts from my pay and to remit same to LOCAL 663 Union at such times and in such a manner as may be agreed upon between you and the LOCAL 663 union at any time this authorization is in effect.

This authorization and assignment is voluntarily made in consideration for the cost of representation and collective bargaining and is not contingent upon my present or future membership in the Union.

Payroll deductions may be terminated by the employee by giving thirty (30) days' notice to the Secretary-Treasurer of LOCAL 663. Upon receipt of such notice, the Secretary-Treasurer shall, within five (5) days thereafter, notify the payroll department in writing, to stop deductions.

Dues paid to LOCAL 663 are not deductible as charitable contributions for Federal tax purposes.

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX C**  
**2024, 2025 & 2026 Hourly Pay Scales**

1/1/24 – 12/31/24

DBM Rating	Range Min									Range Max
1.06	1	2	3	4	5	6	7	8	9	10
A11	17.45	18.12	18.80	19.48	20.16	20.84	21.52	22.20	22.87	23.55
A12	19.27	20.02	20.77	21.52	22.27	23.02	23.77	24.52	25.27	26.02
A13	21.10	21.92	22.74	23.56	24.38	25.20	26.02	26.84	27.66	28.48
B21	22.93	23.82	24.71	25.61	26.50	27.39	28.28	29.17	30.07	30.96
B22	24.76	25.72	26.68	27.65	28.61	29.57	30.53	31.50	32.46	33.42
B23	26.58	27.62	28.65	29.69	30.72	31.75	32.79	33.82	34.85	35.89
B24/B31*	28.87	29.99	31.12	32.24	33.36	34.48	35.61	36.73	37.85	38.98
B25/B32*	31.61	32.84	34.07	35.30	36.53	37.76	38.99	40.22	41.45	42.68
C41	33.90	35.22	36.54	37.86	39.17	40.49	41.81	43.13	44.45	45.77
C42	35.73	37.12	38.51	39.90	41.28	42.67	44.06	45.45	46.84	48.23
C43	37.55	39.01	40.47	41.93	43.40	44.86	46.32	47.78	49.24	50.70
C44/C51*	39.84	41.39	42.94	44.49	46.04	47.59	49.14	50.69	52.24	53.78
C45/C52*	42.58	44.24	45.90	47.55	49.21	50.86	52.52	54.18	55.83	57.49
D61	44.87	46.62	48.36	50.11	51.85	53.59	55.34	57.08	58.83	60.57
D62	46.70	48.51	50.33	52.14	53.96	55.78	57.59	59.41	61.22	63.04
D63	48.52	50.41	52.30	54.18	56.07	57.96	59.85	61.73	63.62	65.51
D71	50.81	52.79	54.76	56.74	58.71	60.69	62.67	64.64	66.62	68.59
D72	53.55	55.64	57.72	59.80	61.88	63.97	66.05	68.13	70.21	72.30
E81	55.84	58.01	60.18	62.35	64.53	66.70	68.87	71.04	73.21	75.38
E82	57.67	59.91	62.15	64.39	66.64	68.88	71.12	73.36	75.61	77.85
E83	59.49	61.81	64.12	66.43	68.75	71.06	73.37	75.69	78.00	80.31
E91	61.78	64.18	66.58	68.99	71.39	73.79	76.19	78.60	81.00	83.40

1/1/25 – 12/31/25

DBM Rating	Range Min									Range Max
1.02	1	2	3	4	5	6	7	8	9	10
A11	17.80	18.49	19.18	19.87	20.56	21.26	21.95	22.64	23.33	24.02
A12	19.66	20.42	21.19	21.95	22.72	23.48	24.25	25.01	25.77	26.54
A13	21.52	22.36	23.20	24.03	24.87	25.71	26.54	27.38	28.22	29.05
B21	23.39	24.30	25.21	26.12	27.03	27.94	28.85	29.76	30.67	31.58
B22	25.25	26.23	27.22	28.20	29.18	30.16	31.15	32.13	33.11	34.09
B23	27.12	28.17	29.22	30.28	31.33	32.39	33.44	34.50	35.55	36.61
B24/B31*	29.45	30.59	31.74	32.88	34.03	35.17	36.32	37.47	38.61	39.76
B25/B32*	32.25	33.50	34.75	36.01	37.26	38.52	39.77	41.02	42.28	43.53
C41	34.58	35.92	37.27	38.61	39.96	41.30	42.65	43.99	45.34	46.68
C42	36.44	37.86	39.28	40.69	42.11	43.53	44.94	46.36	47.78	49.20
C43	38.30	39.79	41.28	42.77	44.26	45.75	47.24	48.73	50.22	51.71
C44/C51*	40.64	42.22	43.80	45.38	46.96	48.54	50.12	51.70	53.28	54.86
C45/C52*	43.43	45.12	46.81	48.50	50.19	51.88	53.57	55.26	56.95	58.64
D61	45.77	47.55	49.33	51.11	52.89	54.67	56.45	58.23	60.01	61.79
D62	47.63	49.48	51.34	53.19	55.04	56.89	58.74	60.60	62.45	64.30
D63	49.49	51.42	53.34	55.27	57.19	59.12	61.04	62.97	64.89	66.82
D71	51.83	53.84	55.86	57.87	59.89	61.90	63.92	65.93	67.95	69.97
D72	54.62	56.75	58.87	61.00	63.12	65.24	67.37	69.49	71.62	73.74
E81	56.96	59.17	61.39	63.60	65.82	68.03	70.25	72.46	74.68	76.89
E82	58.82	61.11	63.39	65.68	67.97	70.26	72.54	74.83	77.12	79.41
E83	60.68	63.04	65.40	67.76	70.12	72.48	74.84	77.20	79.56	81.92
E91	63.02	65.47	67.92	70.37	72.82	75.27	77.72	80.17	82.62	85.07

1/1/26 – 12/31/26

DBM Rating	Range Min									Range Max
1.02	1	2	3	4	5	6	7	8	9	10
A11	18.15	18.86	19.56	20.27	20.97	21.68	22.39	23.09	23.80	24.50
A12	20.05	20.83	21.61	22.39	23.17	23.95	24.73	25.51	26.29	27.07
A13	21.95	22.81	23.66	24.51	25.37	26.22	27.07	27.93	28.78	29.63
B21	23.86	24.79	25.71	26.64	27.57	28.50	29.42	30.35	31.28	32.21
B22	25.76	26.76	27.76	28.76	29.76	30.77	31.77	32.77	33.77	34.77
B23	27.66	28.73	29.81	30.88	31.96	33.04	34.11	35.19	36.26	37.34
B24/B31*	30.04	31.21	32.37	33.54	34.71	35.88	37.05	38.21	39.38	40.55
B25/B32*	32.89	34.17	35.45	36.73	38.01	39.29	40.57	41.84	43.12	44.40
C41	35.27	36.64	38.01	39.39	40.76	42.13	43.50	44.87	46.24	47.61
C42	37.17	38.62	40.06	41.51	42.95	44.40	45.84	47.29	48.73	50.18
C43	39.07	40.59	42.11	43.63	45.15	46.67	48.19	49.71	51.23	52.75
C44/C51*	41.45	43.06	44.67	46.29	47.90	49.51	51.12	52.73	54.35	55.96
C45/C52*	44.30	46.03	47.75	49.47	51.20	52.92	54.64	56.36	58.09	59.81
D61	46.68	48.50	50.31	52.13	53.94	55.76	57.58	59.39	61.21	63.02
D62	48.58	50.47	52.36	54.25	56.14	58.03	59.92	61.81	63.70	65.59
D63	50.48	52.45	54.41	56.37	58.34	60.30	62.26	64.23	66.19	68.15
D71	52.86	54.92	56.97	59.03	61.09	63.14	65.20	67.25	69.31	71.36
D72	55.72	57.88	60.05	62.22	64.38	66.55	68.72	70.88	73.05	75.22
E81	58.10	60.35	62.61	64.87	67.13	69.39	71.65	73.91	76.17	78.43
E82	60.00	62.33	64.66	67.00	69.33	71.66	73.99	76.33	78.66	80.99
E83	61.90	64.30	66.71	69.12	71.52	73.93	76.34	78.75	81.15	83.56
E91	64.28	66.78	69.27	71.77	74.27	76.77	79.27	81.77	84.27	86.77