BECKER COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Date: Tuesday, November 17, 2026 at 8:15 AM
Location: Board Room, Courthouse
or
Virtual TEAMS Meeting Option
Call-In #: 763-496-5929 - Conference I.D.: 762 554 822#

8:15 Call the Board Meeting to Order: Board Chair Jepson

1. Pledge of Allegiance

8:20 Regular Business

1. Agenda Confirmation
2. Minutes of November 3, 2026 3

8:25 Consent Agenda

1. Auditor-Treasurer: Regular Claims, Auditor Warrants, & Over 90 Days 7
2. Auditor-Treasurer: Resolution 11-26-2D - Cormorant Lake Sportsman Club Gaming at Zoo on 22 in Lake Eunice Twp 8
3. Human Services: Regular Claims, Public Health, & Transit
4. Human Services: Parking Lot Lease Agreement Amendment 9
5. Sheriff: Resolution 11-26-2A - Acceptance of Two Donated Fire Suppressors 13
6. Land Use: Environmental Services - Resolution 11-26-2E - SCORE Grant Acceptance 23
7. Highway: Resolution 11-26-2F - Two Inlets Twp - LRIP Support 24
8. Highway: Resolution 11-26-2G - Lake Eunice Twp - LRIP Support 25

8:30 Commissioners

1. Open Forum
2. Reports and Correspondence
3. Appointments

9:00 Minnesota Power: Presented by Drew Janke

1. High Voltage Power Line Route Proposal

9:15 County Administrator

1. Report
2. Union Contracts
   a) Human Service Supervisors 26
   b) AFSCME 41
   c) Teamsters: Sheriff's Clerical 64
   d) Teamsters: Courthouse 82
   e) Teamsters: Human Services 104

9:35 Sheriff

1. Resolution 11-26-2B - Acceptance of Funds from Lake Eunice Evangelical Free Church 127
2. Resolution 11-26-2C - Request to apply for 2027 Boat & Water Equipment Grant 128

Adjourn

BOARD MEETING AS POSTED
BECKER COUNTY BOARD OF COMMISSIONERS
DATE: TUESDAY, November 3, 2026 at 8:15 am
LOCATION: Board Room, Courthouse

1. Meeting was brought to order by Chair Jepson. Commissioners in attendance: Jepson, Hansen, Meyer, Vareberg and Nelson, County Administrator Carrie Smith and minute taker Peggy Martin.
2. Pledge of Allegiance.

Agenda/Minutes:

1. Agenda – Motion and second to approve the agenda with the following changes: remove the Lake Eunice Evangelical Free Church donation acceptance from the Sheriff, remove the LELS Deputies contract from the union contracts approval and add the purchase of a hook truck for Environmental after the administrator's section (Hansen, Meyer) carried.
2. Minutes – Motion and second to approve minutes of October 20, 2026 with the requested changes (Nelson, Vareberg) carried.

Consent Agenda

1. Motion and second to approve and accept the following Consent Agenda Items: Auditor-Treasurer: Regular Claims, Auditor Warrants and Claims over 90 Days, License List: Tobacco License – Renewals: Cormorant Bottle Shop – Rod Einerson – Cormorant Twp, Lake Park C-Store – David Blomseth – Lake Park Twp, Resolution 11-26-1C – Grant Application Acceptance 2023 Session Laws, Chapter 62 (Section 43 and Section 6 Subd 4), Resolution 11-26-1D – Accept Disaster Donation in the amount of $5,000, Human Services: Regular Claims, Public Health, & Transit, Assessor: Tornado Abatements in the amount of $20,442, Sheriff: Donation acceptance of two Fire Suppressors, Purchase request of 2 Portable Jail Radios from Motorola in the amount of $5,049.68 (Hansen, Meyer) carried.

Commissioners:

1. Open Forum:
    - Shanna Bach – New Pelican River Watershed District Administrator and Josh Beranek the Water Resource Coordinator - introductions.
    - Matt Smith – Discussing his easement application.

2. Reports and Correspondence: Reports were provided on the following meetings:
    - Commissioner Hansen – PRWD, Airport, Environmental, Transit, MAGIC, PLMSWA, Planning & Zoning, AMC District 4.
    - Commissioner Nelson – Negotiations, Sheriff, Lakeland Mental Health.
    - Commissioner Meyer – Sheriff, Fair Board, Heartland Trail, Transit.
    - Commissioner Vareberg – Environmental.
    - Commissioner Jepson – Fair Board, Mahube OTWA, Planning & Zoning.
3. Appointments.
    - None.

County Administrator: presented by Carrie Smith.

1. Report.
    - Public Hearing to consider Revisions to the Becker County Zoning Ordinance on November 18 at 6:00 pm.
    - Meeting agendas and minutes are being updated on the website. The Board Packet is available in the boardroom during board meetings.
    - Negotiation team has met with 7 of 9 unions.
    - Data requests are significant and working on a policy review.
    - Attended Table Top Active Shooter Exercise – well attended, learned about all agencies involved.
    - Environmental Services is reviewing Waste Hauler credit limit policies.
2. Highway Road Tour – November 4 at 8:15 am.
3. Work Session – Friday, November 6 at 9:00 am.
4. Environmental: Motion and second to approve the purchase a used hook truck for Environmental Services up to $55,000 reviewed by County Administrator (Hansen, Nelson) carried.

Information Technology: presented by Judy Dodd.

1. Motion and second to approve the purchase of 4 laptops and 4 desktops in the amount of $15,494.48 which is in budget (Hansen, Nelson) carried.
2. Motion and second to approve the Arvig Contract for approximately $500/year authorizing the County Administer to sign (Hansen, Nelson) carried.

Highway: presented by Jim Olson.

1. Motion and second to approve Resolution 11-26-1A – CSAH 11 Speed Study in the City of Audubon (Hansen, Nelson) carried.

2. Motion and second to approve Resolution 11-26-1B – LRIP Resolution of Support – Phase 4 Project CSAH 22/West Lake Drive (Hansen, Nelson) carried.

Sheriff: presented by Todd Glander.

1. Motion and second to approve the purchase of GrayKey Digital Forensics Tool from Magnet Forensics up to $14,104.67 (Nelson, Meyer) carried.

Human Resources: presented by Teaira Christen.

1. Motion and second to approve Resolution 11-26-1E – 2027 Non-Union Insurance Contribution of $1,700 and Cash in Lieu in the amount of $773.71 (Nelson, Meyer) carried.

Planning & Zoning: presented by Kyle Vareberg.

1. Planning Commission Recommendations from 10-28-2026.
    - Motion and second to concur with the Planning Commission to approve for Bruce & Marsha Qvammen a Request for a Final Plat for nine (9) lots to be known as The Oaks at Spring Creek (Nelson, Meyer) carried.
    - Motion and second to concur with the Planning Commission to approve for Andy & Barbara Mast a Request for a Conditional Use Permit to operate a General Store (Meyer, Nelson) carried.

Motion and second to close the meeting at 10:19 am for Labor Negotiations pursuant to Minn. Stat. Section 13D.03 Subd. 1(b) 92 (Meyer, Hansen) carried.

Motion and second to come out of the Closed Session at 10:44 am (Nelson, Meyer) carried.

Motion and second to approve the Teamsters Sheriff Clerical Contract for 2027-2029 (Meyer, Nelson) carried.

Motion and second to approve the Teamsters Courthouse Contract for 2027-2029 (Meyer, Nelson) carried.

DRAFT

Motion and second to approve the Teamsters Human Services Contract for 2027-2029 (Meyer, Nelson) carried.

Motion and second to approve the AFSCME Contract for 2027-2029 (Meyer, Nelson) carried.

Being no further business, Board Chair Jepson adjourned the meeting at 10:48 am.

/s/ Carrie Smith	/s/ Erica Jepson
Carrie Smith	Erica Jepson
County Administrator	Board Chair

DRAFT

BECKER COUNTY BOARD OF COMMISSIONERS
Finance Committee Meeting
Date: Monday, November 16, 2026 at 8:30 AM

Location: 1st Floor – Board Meeting Room - Courthouse
915 Lake Avenue, Detroit Lakes, MN

County Administrator

1. Report
2. Union Contracts

Auditor-Treasurer

1. Regular Claims, Auditor Warrants, & Over 90 Days

Human Services

1. Regular Claims, Public Health, & Transit
2. Parking Lot Lease Agreement Amendment

Sheriff

1. Resolution 11-26-2C - Request to Apply for 2027 Boat & Water Equipment Grant

Land Use

1. Environmental Services: Resolution 11-26-2E- SCORE Grant Acceptance

Adjourn

RESOLUTION NO. 11-26-2D

MINNESOTA LAWFUL GAMBLING RESOLUTION

RESOLVED, the Becker County Board of County Commissioners agree to approve the Gambling Application for Exempt Premises Permit to conduct Gambling by the Cormorant Lakes Sportsman's Club at Zoo on 22, 21035 County Hwy 22, Detroit Lakes, MN 56501, in Lake Eunice Township.

Duly adopted at Detroit Lakes, Minnesota, this 11th day of November 2026.

ATTEST: COUNTY BOARD OF COMMISSIONERS

Erica Jepson
Chair

State of Minnesota)
)
County of Becker)

I, the undersigned, being the duly elected, qualified and Auditor-Treasurer for the County of Becker, State of Minnesota, do hereby certify that the foregoing is true and correct copy of a resolution passed and adopted by the County Board of Commissioners at a meeting held November 11th, 2026, as recorded in the record of proceedings.

Becker County Auditor-Treasurer

MEH/mco

SEAL

Contract Information Summary

DL-BJT, LLP

This agreement grants Human Services the use of approximately 30 surface parking spaces located at 707 Minnesota Ave, during reasonable daytime hours. The cost per space changes to $20 per month with this amendment.

30 Spaces @ $20 per month $600 monthly

***Contract Change*s:**

-An increase of $7.50 to each space, from $12.50 to $20.00

-An increase of $225 per month, from $375 to $600 per month

***Termination Requirements**:*

60 Day Advance Written Notice

C

AMENDMENT #1

PARKING LOT USE AGREEMENT

This Amendment #1 shall amend and become a part of that Parking Lot Agreement prepared the 1st day of January, 2017 between DL-BJT, LLP (hereinafter referred to as "Landlord") and Becker County, (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, the parties entered into a Parking Lot Use Agreement effective January 27, 2017 for the use of approximately 30 surface parking spaces premises located at 707 Minneesota Avenue which is owned by DL-BJT, LLP, the owner of 714 Lake Avenue.

WHEREAS, following the execution of that agreement, the parties agreed to amend some of the terms.

NOW THEREFORE, the following amendments to that Agreement are incorporated into the Agreement as if they were originally negotiated:

1. RENT: Effective December 1, 2026, the cost per space shall increase to $20.00 per month, therefore for 30 spaces @ $20 per month the monthly expense is $600.00.

2. UPDATED LANDLORD AND PROPERTY MANAGEMENT CONTACT INFORMATION:

Landlord: DL-BJT, LLP	Thrive Property Solutions
PO Box 7340, Fargo, ND 58106	PO Box 7340, Fargo, ND 58106
Attention Jim Buus	Attention Julie Fraser
cell 701 306 7093 Jim.Buus@jbccommercial.com	julie@thrivepropertysolutions.com

3. PARKING LOT USE AGREEMENT TO REMAIN IN EFFECT. All of the other terms and conditions of the original Agreement between the parties shall remain in full force and effect.

LANDLORD
DL-BJT, LLP

By:_____
Its:_____

Date:_____

TENANT
BECKER COUNTY

By:_____
Its: _____
Date:_____

COUNTY ATTORNEY – BECKER COUNTY

BY:_____

PARKING LOT USE AGREEMENT

This Parking Lot Use Agreement made this 1st day of January, 2017 by and between DL-BJT, LLP with its place of business at PO Box 9201, 1711 Gold Drive, Suite 130, Fargo, ND 58106 hereinafter referred to as "Landlord" and Becker County hereinafter referred to as "Tenant" whose principal address is 915 Lake Avenue, Detroit Lakes, MN 56501.

WITNESSETH:

In consideration of the mutual covenants and agreements given and exchanged hereunder, the parties hereto declare, covenant and agree as follows:

1. PARKING LOT: Landlord hereby permits Tenant the reasonable daytime business hours use of approximately 30 parking spaces (located generally on the west half of the lot) at 714 Lake Ave surface lot located along Minnesota Ave between State Street and Front Street.

2. TERM: The term of this Agreement shall become effective upon both parties signature to this Agreement and shall continue month to month until such time as either party gives the other no less than 60 day written notice to the other of that party's intent to cancel this Agreement.

3. RENT: $12.50 per space, per month. For 30 spaces the monthly rent is $375. Tenant shall pay Rent, without demand on the first (1st) day of the month or on a payment schedule as mutually agreed upon. Rent shall be fixed for 12 months after this Agreement takes effect after which time Landlord reserves the right to change the Rent with reasonable notice to Tenant of not less than 60 days.

Rent payments shall be made to Landlord at the address PO Box 9201, Fargo, ND 58106.

4. TAXES AND MAINTENANCE: It is noted that the landlord will be responsible for all real estate taxes, maintenance and snow removal expenses for the operation and maintenance of the property, so not a responsibility of Becker County.

5. INSURANCE: It is noted that "Tenant (Becker County) agrees to keep the premises covered with liability insurance and to name Landlord as an additional insured under that policy. Tenant agrees to indemnify and hold landlord harmless from loss, expense, action, claims or damages arising out of the tenant's duties under the contract. Landlord agrees to indemnify and hold tenant harmless from loss, expense, action, claims or damages arising out of landlords duties under the contract.

6. DEFAULT: If Tenant shall fail to pay the rent when due or default in any provision of this lease, Landlord may notify Tenant in writing that this Agreement shall terminate as of the earliest date permitted by law or on any later date specified in such notice.

7. NOTICES: For purposes of this Lease, it is agreed that any notices that are required to be given by the terms hereof shall be given by mail or email to the following:

Landlord:
DL-BJT, LLP
Attention Jim Buus
PO Box 9201
Fargo, ND 58106

cell 701-306-7093 Email: jim.buus@goldmark.com

Tenant:
Becker County Human Services
Attn: Denise Warren, Director
915 Lake Ave
Detroit Lakes, MN 56501

218-847-5628 X5313 Email: dmwarre@co.becker.mn.us

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 17th day of January.

LANDLORD- DL-BJT, LLP

Date 1-24-17 By: Anthony Paul
Its: General Partner

TENANT- Becker County

Date January 24, 2017 By: Denise Warren
Its: Human Services Director

Approved as to form:
TAR
County Attorney - Becker County

Date 1/27/17 By: Tarry M
Its: County Attorney

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-26-2A

Request to Accept Donated Fire Suppressors

WHEREAS, the Masonic Lodge has donated Fire Suppression Tools (FSTs) to Becker County to enhance fire safety and emergency preparedness; and

WHEREAS, the Fire Suppression Tool is a portable fire suppression device designed to assist in controlling fires during their early stages and may be utilized in a variety of public safety and emergency response settings; and

WHEREAS, the Becker County Board of Commissioners recognizes and appreciates the generosity and community support demonstrated through this donation.

NOW, THEREFORE, BE IT RESOLVED, that the Becker County Board of Commissioners hereby accepts the donation of Fire Suppression Tools from the Masonic Lodge.

BE IT FURTHER RESOLVED, that the Becker County Board expresses its sincere gratitude to the Masonic Lodge for its support of public safety efforts in Becker County.

Adopted by the Becker County Board of Commissioners this 17th day of November, 2026.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 17th, 2026, as recorded in the record of proceedings.

_____
Carrie Smith
County Administrator

BECKER COUNTY
Land Use Department

915 Lake Avenue • Detroit Lakes, MN 56501
218-846-7201

MEMORANDUM FOR ACTION

Date: November 10, 2026

SUBJECT: SCORE Grant contract 2026 - 2031

THROUGH: Environmental Services Committee

TO: Becker County Board of Commissioners

1. **Discussion:** The State is proposing a SCORE Grant Contract Agreement from July 1, 2026, to June 30,2031. The annual SCORE grant funds are to be used to fund recycling and solid waste reduction in Becker County.

The SCORE grant contract has been reviewed by the County Attorney.

REFERANCE: MN STATUTE 115A.557

2. **Funding:** NA

3. **Action request**: Approval of RESOLUTION 11-26-2E and authorize the County Administer to sign the grant agreement.

4. **Point of contact** for this memorandum is Steve Skoog

Docusign Envelope ID: AE55431A-83A3-86F1-8277-4C47409C638B

MINNESOTA POLLUTION CONTROL AGENCY
520 Lafayette Road North, St. Paul, MN 55155

STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT

SWIFT Contract Number: 297770
AI: 123079
Activity ID: PRO20260001

This Grant Contract Agreement is between the state of Minnesota, acting through its **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 (“MPCA” or “State”), and **Becker County Courthouse,** 24413 County Road, Room 144, Detroit Lakes, MN 56501 ("Grantee").

Recitals

1. Under Minnesota Statutes § 116.03, Subd. 2, the State is empowered to enter into this Grant Contract Agreement.
2. The State is in need of the **SCORE Grant** (“project”).
3. The Grantee represents that it is duly qualified and agrees to perform all services in accordance with this Grant Contract Agreement.

Grant Contract Agreement

1. Term of Grant Contract Agreement

1.1 **Effective Date: July 1**, **2026,** or the date the State obtains all required signatures, whichever is later.

1.2 **Expiration Date: June 30, 2031**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms**. The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee’s Duties

The Grantee will carry out all duties under this Grant Contract Agreement in accordance with Minnesota Statute § 115A.557.

3. Time

The Grantee is required to perform all the duties cited within clause two “Grantees Duties” within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

4.1 **Compensation**

Payment amounts will be distributed according to Minnesota Statute § 115A.557, Subd.1. Payments will not be made if reports or deliverables are past due.

4.2 **Administrative Costs**
Grantee administrative costs must be necessary and reasonable.

5. Conditions of Payment
All services provided by the Grantee under this grant agreement must be performed in accordance with Minnesota Statute § 115A.557 to the State's satisfaction, as determined by the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The State will issue payment for services actually performed and that meet all terms, conditions, and specifications of the Grant Contract Agreement. If the State disputes in good faith or raises questions regarding any portion of the amount owed to the Grantee or if the State otherwise requires any adjustment to an invoiced amount, the State will notify Grantee in writing of the nature and basis of the dispute or adjustment. The Grantee will not receive payment for work that does not meet all terms, conditions, and specifications of the Grant Contract Agreement or that was performed in violation of federal, state, or local law. Additionally, the State has authority to temporarily withhold payments in accordance with Minnesota Statutes, § 15.013 Subd. 7, when there is a credible allegation of fraud under investigation.

5.1 **Payment Recoupment**
Grantee must repay State upon demand or the State may deduct from future payments under this Grant Contract Agreement any improper payments made under this Grant Contract Agreement including:

A. Any amounts paid by State for which Grantee's books, records and other documents required to be maintained by Grantee pursuant to Section 12, State Audit and Section 13, Government Data Practices, are not sufficient to clearly substantiate that those amounts were used by Grantee to perform contract services, in accordance with clause 2 "Grantee's Duties."

B. Any amount paid by State for services which either duplicate services covered by other grants or contracts, or for any other costs determined by State as non-allowable or ineligible;

C. Any unexpended funds that have not been accounted for in a financial report to the State.

6. Subcontracting and Subcontract Payment
6.1 **Subrecipient**
A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement with the Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

6.2 **Monitoring**
The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) (1) and other relevant statutes and regulations; and that subaward performance goals are achieved.
During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer perform services authorized by this Grant Contract Agreement.

6.3 **Performance**
No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performance of the obligations contemplated by the Grant Contract Agreement.

6.4 **Payment**
The Grantee must pay any subrecipient or contractor for completed work in a timely manner, not to exceed 30 days of receiving reimbursement or payment for services from the granting agency.

7. Contracting and Bidding Requirements

The Grantee is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law when contracting for goods or services.

7.1 **Suspend and Debar**

The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota: Suspended and Debarred Vendors, Minnesota Office of State Procurement or by the federal government: Excluded Entity Information.

8. Authorized Representative

8.1 **State**

The State's Authorized Representative is **Ben Crowell**, 504 Fairground Road, Suite 200, Marshall, MN 56258, 507-476-4261, Ben.Crowell@state.mn.us, or their successor or designee, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement.

8.2 **Grantee**

The Grantee's Authorized Representative is **Steve Skoog**, 24413 County Road, Room 144, Detroit Lakes, MN 56501, 218-846-7310, Steve.Skoog@co.becker.mn.us, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must promptly notify the State.

8.3 **Website Posting**

The Grantee must clearly post on the Grantee's website the contact information for the Grantee's leaders and contact information for the person(s) responsible for managing and overseeing this Grant Contract Agreement. The Grantee further agrees to keep this contact information current and provide a prompt response to public inquiries about the Grant Contract Agreement.

9. Assignment, Amendments, Waiver, Change Orders, Contract Complete

9.1 **Assignment**

The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement by the authorized parties or their successors.

9.2 **Amendments**

Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who approved and executed the original Grant Contract Agreement or their successors.

9.3 **Waiver**

If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

9.4 **Change Orders**

If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Grant Contract Agreement, or cause an extension of the term of this Grant Contract Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative in **advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

9.5 **Contract Complete**

This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

10. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

11. State Audits

Pursuant to Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

State may recover payments as described in Section 5.1, Payment Recoupment, for improper payments found during the term of the grant award, during the audit period described in this section, or until expiration of the relevant statute of limitations, whichever is later.

12. Government Data Practices

All data collected, created, received, stored, used, maintained, or disseminated under this Grant Contract Agreement by the State or Grantee are government data as defined in Minnesota Statutes § 13.02, subd. 7. The Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The civil remedies in Minnesota Statutes § 13.08, administrative remedy in Minnesota Statutes § 13.085, and the criminal penalties in Minnesota Statutes § 13.09 apply to the administration of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must promptly notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

13. Intellectual Property Rights

13.1 **Intellectual property rights**

The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Grant Contract Agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this Grant Contract Agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

13.2 **Obligations**

A. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant Contract Agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.

B. **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

C. **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this Grant Contract Agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

14. Workers' Compensation

The Grantee certifies that it is in compliance with Minnesota Statutes § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

15. Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Termination

16.1 **Termination by the State**

A. **Without Cause.** The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services performed in accordance with this Grant Contract Agreement.

B. **With Cause.** The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. Per Minnesota Statutes § 16B.991, the State must immediately terminate this Grant Contract Agreement if the recipient is convicted of a criminal offense related to a State grant. "Recipient" includes individuals, entities, and key personnel of entities, including board members, officers, executives, employees, or agents with authority over or access to grant funds, and any individual in a position of fiduciary responsibility related to the grant. Grantee must promptly notify the State if, during this award, any of its employees with access to grant funds is convicted of a criminal offense related to a state grant.

16.2 Termination by the Commissioner of Administration

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

16.3 Termination for Insufficient Funding

The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services performed in accordance with the Grant Contract Agreement to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

17. Publicity and Endorsement

17.1 **Publicity**

Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to; websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the Grantee's website, when practicable.

17.2 **Endorsement**

The Grantee must not claim that the State endorses its products or services.

18. Data Disclosure

Under Minnesota Statutes § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state

obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

19. Grantee Operations and Mandatory Disclosures

19.1 **Conflict of Interest**

Grantee and any subrecipients must maintain written standards of conduct governing conflicts of interest and the actions of its employees and representatives involved in administering any aspect of this Grant Contract Agreement, including the selection and oversight of contracts or subawards or subrecipients. In addition, the Grantee must maintain written standards of conduct covering organizational conflicts of interest.

19.2 **Complaints**

Grantee must maintain a process for receiving, investigating, and resolving complaints regarding the provision of any services outlined in this Grant Contract Agreement, including complaints about potential fraud or unlawful use of state grants administered by Grantee.

19.3 **Prevailing Wage**

The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes § 177.41 through 177.50, as applicable.

19.4 **Paid Leave**

The Grantee must be in compliance with Minnesota Paid Leave governed by Minnesota Statutes Chapter 268B, as applicable. The Grantee's employees and agents will not be considered State employees.

19.5 **Voter Registration**

As applicable, Grantee certifies that it will comply with Minnesota Statutes § 201.162 by providing voter registration services for its employees and for the public served by Grantee. Voter registration materials can be found on the Secretary of State's website.

19.6 **Grantee Certification**

Grantee certifies that none of its employees with access to grant funds, or who holds fiduciary responsibility or authority over the grants, including board members, officers, executives, employees, or agents of Grantee has been convicted of a criminal offence related to a state grant. Grantee must promptly notify the State if, during the course of this award, any of its employees with access to grant funds is convicted of a criminal offense related to a state grant.

19.7 **Notification of Unlawful Use of Funds**

Grantee must promptly disclose to the State whenever, in connection with this grant award, it has evidence of unlawful use of grant funds, or violations of federal or state law related to this grant, including possible fraud or misuse, conflict of interest, bribery, or other financial crimes by personnel of the grantee, subgrantee, subrecipients, or beneficiaries.

20. Publicly Posted Performance Evaluations

For awards greater than $25,000, a grantee performance evaluation will be posted publicly in accordance with Minnesota Statutes § 16B.98, Subdivision 12 and OGM Policy 08-13.

21. Reporting and Monitoring Requirements

It is the policy of the State of Minnesota to monitor progress on state grants by requiring grantees to submit written progress reports at least annually until all grant funds have been expended and all of the terms in the grant contract agreement have been met. Annual reports must be submitted via ReTRAC or successor reporting system.

In the event a monitoring visit(s) is required by the State, the Grantee shall cooperate with the State and shall comply with the State's request for documentation and other information, before, during and/or after the visit(s).

Signatures

Title	Name	Signature	Date

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MD

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-26-2E

SCORE GRANT AGREEMENT 2026-2031

WHEREAS, the State of Minnesota, through the Minnesota Pollution Control Agency (MPCA), offers solid waste reduction and recycling funding through the SCORE grant is to be used as outlined in MN Statute 115A.557.

WHEREAS, the funds the County receives from the annual SCORE grant will be used to maintain a public recycling program and to promote recycling and solid waste diversion projects in Becker County.

NOW THEREFORE BE IT RESOLVED. That the Board of County Commissioners of Becker County, Minnesota, approve and accept the annual SCORE GRANT AGREEMENT between the State of Minnesota and Becker County for years 2026- 2031.

Duly adopted on this 17th day of November 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith	/s/ Erica Jepson
Carrie Smith	Erica Jepson
County Administrator	Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 17th, 2026, as recorded in the record of proceedings.

_____
Carrie Smith
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-26-2F

SUPPORT OF 2026 LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT APPLICATION BY TWO INLETS TOWNSHIP

WHEREAS, Local Road Improvement Project (LRIP) funds are available for local agency projects meeting Routes of Regional Significance criteria; and

WHEREAS, Non-State aid cities and townships must have a county sponsor to apply for LRIP funding; and

WHEREAS, Two Inlets Township (Township) has requested that Becker County sponsor its application for the improvements to Two Inlets Drive and Mallard Bay; and

WHEREAS, the Township understands that it will be responsible for all costs not covered by LRIP funding including all engineering and right of way costs and any construction costs over the funding cap; and

WHEREAS, the Township will maintain the road for the lifetime of improvements; and

WHEREAS, Becker County will support the Township in delivering the project if they are awarded LRIP funds.

NOW THEREFORE BE IT RESOLVED, That the County Board of Commissioners of Becker County supports the Township's application to Mn/DOT for LRIP funding for the improvements to Two Inlets Drive and Mallard Bay.

BE IT FURTHER RESOLVED, That Becker County acknowledges herewith that it is willing to be the project sponsor knowing full well that such sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and the responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

Duly adopted this 17th day of November 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 17, 2026, as recorded in the record of proceedings.

_____
Carrie Smith, County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION 11-26-2G

SUPPORT OF 2026 LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANT APPLICATION BY LAKE EUNICE TOWNSHIP

WHEREAS, Local Road Improvement Project (LRIP) funds are available for local agency projects meeting Routes of Regional Significance criteria; and

WHEREAS, Non-State aid cities and townships must have a county sponsor to apply for LRIP funding; and

WHEREAS, Lake Eunice Township (Township) has requested that Becker County sponsor its application for the improvements to East Pearl Lake Road; and

WHEREAS, the Township understands that it will be responsible for all costs not covered by LRIP funding including all engineering and right of way costs and any construction costs over the funding cap; and

WHEREAS, the Township will maintain the road for the lifetime of improvements; and

WHEREAS, Becker County will support the Township in delivering the project if they are awarded LRIP funds.

NOW THEREFORE BE IT RESOLVED, That the County Board of Commissioners of Becker County supports the Township's application to Mn/DOT for LRIP funding for the improvements to East Pearl Lake Road.

BE IT FURTHER RESOLVED, That Becker County acknowledges herewith that it is willing to be the project sponsor knowing full well that such sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and the responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

Duly adopted this 17th day of November 2026, at Detroit Lakes, MN.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith_____
Carrie Smith
County Administrator

/s/ Erica Jepson_____
Erica Jepson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 17, 2026, as recorded in the record of proceedings.

_____
Carrie Smith, County Administrator

LABOR AGREEMENT

BETWEEN

BECKER COUNTY

AND

BECKER COUNTY HUMAN SERVICES SUPERVISORS ASSOCIATIONS

January 1, ~~2024~~ 2027, through December 31, ~~2026~~2029

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ARTICLE I PURPOSE OF AGREEMENT

1.1 This Memorandum of Agreement, hereinafter referred to as the Agreement, is entered into between the County of Becker, hereinafter called the Employer, and the Becker County Human Services Supervisors Association, hereinafter called the Association. The intent and purpose of this Agreement is to:

1.11 Express in written form the complete Agreement between the parties on hours, wages, and other conditions of employment, and to specify the duration of this Agreement.

1.12 Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of provisions set forth in this Agreement.

These parties recognize that this Agreement is not intended to modify any of the authority vested in the County of Becker by the statutes of the State of Minnesota, except as provided in this Agreement.

ARTICLE II RECOGNITION

The Employer recognizes the Association as the exclusive representative for the unit of Becker County employees composed as follows:

All supervisory employees of Becker County Human Services Department, Detroit Lakes, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14, excluding confidential, and all other employees, as identified by the Bureau of Mediation Services, certification of exclusive representative dated August 30, 1993.

ARTICLE III DEFINITIONS

3.1 The terms used in this Agreement shall be defined as follows:

3.11 **Base Pay Rate:** The employee's monthly pay rate.

3.12 **Continuous Service:** Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.

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

3.14 **Demotion:** A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.

3.15 **Department:** The Becker County Human Services Department.

3.16 **Emergency:** A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.

3.17 **Employee:** A member of the exclusively recognized bargaining unit defined in the Agreement.

3.18 **Employer:** Becker County Board of Commissioners and its designated representatives.

3.19 **Full Month of Service:** One (1) calendar month of continuous service.

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

3.21 **Leave of Absence:** An approved absence from work duty during a scheduled work period with or without compensation.

3.22 **Probationary Period:** The first six (6) months of service of newly hired or rehired employees.

3.23 **Pyramiding:** The payment of more than one form of premium compensation for the same hours of work.

3.24 **Regular Employee:** A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period of newly hired or rehired employees.

3.25 **Service:** Service means personal service or by certified mail.

3.26 **Transfer:** A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.

3.27 **Trial Period:** The first six (6) months of service in a new position of a promoted or transferred employee.

3.28 **Association:** The Becker County Human Services Supervisors Association.

3.29 **Association Member:** A member of the Becker County Human Services Supervisors Association.

3.30 **Exempt Employee:** Employees exempt from the overtime provisions of the Federal Fair Labor Standards Act.

3.31 **Association Officer:** Officer elected or appointed by the Becker County Human Services Association.

ARTICLE IV ASSOCIATION SECURITY

4.1 In recognition of the Association as the exclusive representative, the Employer shall:

4.11 Cooperate with the association in facilitating the deduction each payroll period of an amount sufficient to provide the payment of dues established by the Association from the wages of all employees authorizing in writing such deduction, and

4.12 Remit such deduction to the appropriate designated officer of the Association.

4.13 The Association may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.

4.14 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements 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 EMPLOYER AUTHORITY

5.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and reenforce rules and regulations; to change or eliminate existing methods, equipment or facilities and to perform any inherent managerial function not specifically limited by this Agreement.

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

ARTICLE VI RECRUITMENT AND SECECTION

6.1 The Employer is committed to hiring the most qualified candidate for County service. Positions where incumbents are reclassified shall not be considered vacant.

6.2 All newly hired or rehired employees will serve a six (6) month probationary period.

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

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

6.5 The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately before transfer or promotion.

6.6 For a period of thirty (30) calendar days, the trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion. After the thirty (30) day period the employee may request such return, but the Employer shall be under no obligation to honor the request.

6.7 Probationary employees shall earn vacation and sick leave pursuant to Article XI and Article XII. Probationary employees shall be eligible to utilize accumulated vacation upon completion of six (6) months of service.

ARTICLE VII GRIEVANCE PROCEDURE

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

7.2 Association Representatives: The Employer will recognize Representatives designated by the Association as the grievance representatives of the bargaining unit have the duties and responsibilities established by this Article. The Association shall notify the Employer in writing of the names of such Association representatives and of their successors when so designated, as provided by this Agreement.

7.3 Processing of a Grievance: It is recognized and accepted by the Employer and the Association that the processing of grievances as hereinafter provided the 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 Association representative shall be allowed a reasonable amount of time off without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Association representative have notified and received the approval of the Employer who has determined that such absence is reasonable.

7.4 Procedure. Grievances, as defied by Section 6.1, 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 fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's department head as designated by the Employer. The department head will discuss and give an answer to such Step 1 grievance within ten (10) calendar days to the grievant. A grievance not resolved in Step 1 shall be placed in writing and set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 by the Association within ten (10) working days, or it shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Association and discussed with the County Board or its designee. The County Board, or its designee, shall give the Association the Employee's answer in writing within ten (10) days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the County Board's or its designee's answer in Step 2. Any grievance not appealed in writing to Step 3 by the Association within ten (10) days shall be considered waived.

Step 3. A grievance not resolved in Step 2 of the grievance process may be submitted to the Bureau of Mediation Services by mutual agreement. It is recognized by the parties that the intervention of the BMS does not preclude either party from proceeding to arbitration. The use of the BMS is for a possible mediation resolution only.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act. The selection of an arbitrator shall be made in accordance with the rules as established by the Bureau of Mediation Services. Failure to select an arbitrator within ninety (90) days of receipt of the list of arbitrators from the BMS shall be considered a "waiver" of the

grievance unless the delay in selection is caused by the Employer or is mutually agreed upon by the parties in writing.

7.5 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 Association, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator may not ignore the language of the Agreement to pursue the rule of the shop or other considerations beyond the scope of the written agreement. 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) days following the 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 Association, and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

7.6 Arbitrator's Fees: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association, 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.

7.7 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 the grievance or an appeal thereof within the specified time limits the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit of each step may ne extended by mutual written agreement of the Employer and the Association.

7.8 Choice of Remedy: If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may ne appealed to either Step 4, or a procedure such as: Civil Service, Veterans Preference or Human Rights. If appealed to any procedure other than Step 4, the grievance is not subject to arbitration procedure as provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 4 or another appeal procedure – and shall sign a statement to the effect the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

ARTICLE VIII NO STRIKE/NO LOCKOUT

8.1 Neither the Association, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or

coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Association 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 IX WORK SCHEDULES

9.1 This Article is intended to define the normal hours of work. Nothing herein shall be construed as a guarantee of hours per day of week.

9.2 Work Week: The normal work week shall be forty (40) hours, as determined by the department head.

9.3 Work Shift: Work shifts, staffing schedules, and the assignment of employees thereto shall be established by the Employer.

9.4 Work Schedule Changes: The Employer shall notify employees fourteen (14) calendar days in advance of any permanent changes in their work schedules. Temporary changes in work schedules including, but not limited to, early starts, early quits, or send homes shall be at the Employer's discretion.

9.5 No Pyramiding of Hours: The base pay rate 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 compensation.

9.6 Service to the public may require the establishment of workdays that include work on Saturdays and/or Sundays.

ARTICLE X HOLIDAYS

10.1 Full-time employees shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the las assigned workday preceding the holiday and the first assigned workday following the holiday.

10.2 Designated holidays are as follows: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

10.3 When a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the holiday for employees or, when such holiday falls on Saturday, the preceding day (Friday) shall be considered the holiday for employees. An employee, regardless of his/her work schedule, shall receive the same number of holidays as an employee whose normal work week is Monday through Friday.

10.4 Holidays which occur within an employee's approved and compensated vacation period will not be chargeable to the employee's vacation time.

ARTICLE XI VACATIONS

11.1 Regular employees shall ear vacation based upon their years of service as follows: Vacation shall be accrued based on the bi-weekly payroll system

Years of Service	Bi-Weekly	Total Hours
0-2 years of	3.70	96
After 2 yrs through 4 yrs	4.62	120
After 4 yrs through 9 yrs	5.54	144
After 9 yrs through 18 yrs	6.47	168
Beginning 19+	7.39	192

11.2 Employees shall not be entitled to receive cash payment in lieu of leave for unused accumulated vacation leave hours except upon mutual agreement of the Employer and the employee. However, upon complete termination of employment, regular employees shall be paid for the unused accumulated vacation leave to their credit. Any vacation severance due to a terminating employee shall be paid at the employee's pay rate at the time of termination.

11.3 Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

11.4 No employee may accumulate more than ~~224~~240 hours of vacation on ~~the last day of each calendar year~~ March 31st of each year.

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11.5 All vacation leave shall be scheduled with and approved by the Employer so that any vacation leave does not disrupt the operation of the department in which the employee is working.

ARTICLE XII SICK LEAVE

12.1 All regular employees shall be entitled to accrue 3.70 hours per bi-weekly pay period to a maximum of 96 hours per year. Sick leave not used during the calendar year maybe accumulated to a maximum of one hundred twenty (120) days (960 hours). After the maximum of one hundred twenty (120) days have been accrued, the time shall go into a sick leave bank only to be used when all of the one hundred twenty (120) regular days have been exhausted. A doctor's certificate my be required for sick leave absence of more than three (3) days duration, or if sick leave is used on more than three separate occasions during the year.

12.2 Earned sick leave may be sued for absences from work necessitated by the following circumstances in accordance with MN Statute 181.9413,: of sickness or injury to the employee, the employee's spouse, children or parents, result of which said employee to attend to their needs; and because of doctor's visits required by the employee, spouse, children, stepchildren, or parents.

12.3 To be eligible for sick leave payment, an employee must notify his/her designated supervisor prior to the starting time of his/her scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of the circumstances beyond the control of the employee.

12.4 The employer may require an employee who is absent from duty to undergo a medical evaluation and furnish a report from an appropriate medical authority, at the Employer's expense, that will enable the Employer to determine the employee's fitness for

performance of his/her duties. When it is determined the employee's absence from duty is unnecessary, the Employer may require the employee to either return to work or resign.

12.5 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery from there, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment.

12.6 If an employee receives a work-related injury or sickness and is eligible for Worker's Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Worker's Compensation and his/her regular salary, not to exceed his/her regular take home pay, for a period not to exceed sixty (60) days. Beyond sixty (60) days, the difference will be charged to the employee's sick leave account providing the employee chooses to receive his/her full salary.

12.7 Use of sick leave benefits for reasons, other than those stated in Section 12.2 of this Article shall be just cause for disciplinary action as provided by Article XI (Discipline).

12.8 Employees hired prior to January 1, 2014, with five (5) or more years of consecutive service shall be granted, upon separation, seventy percent (70%) of accrued sick leave as severance pay. All employes hired on or after February 25, 2014, will be subject to the following severance pay:

Years of Service	Percent of Sick Leave
5 yrs	40%
10 yrs	50%
15 yrs	60%
20 yrs	70%

12.9 Effective January 1, 2023, once cap of 960 hours has been reached half of the overage hours will be contributed to the employee's MSRS Health Care Savings Account and the other half of the hours will be donated to the Countywide Catastrophic Leave Bank per policy.

ARTICLE XIII LEAVES OF ABSENCE

13.1 Eligibility Requirements: Employees who have twelve (12) months or more of continuous service with the Employer may request a paid or unpaid leave of absence except as otherwise provided by law.

13.2 Application for Leave: Any request for leave of absence shall be submitted in writing by the other employee to the Employer. The request shall state the reason for the leave of absence being requested and any such further information as may be required by the employer for such application.

13.3 Authorization for Leave: Authorization for a leave of absence, if granted, at the sole discretion of the Employer, shall be furnished to the employee in writing by the Employer. Any request for a leave of absence shall be answered within thirty (30) days after the date of application was originally submitted by the Employer.

13.4 Disability Leave: Leaves of absence up to one (1) year may be granted, at the sole discretion of the Employer, to any permanent employee who as a result of an extended

illness or injury has exhausted his/her accumulated sick leave. Upon request of the employee, such leave may be extended. The Employer's policy for unpaid disability leave shall be consistently and uniformly applied among employees in similar circumstances.

13.5 ~~Funeral~~Bereavement Leave: ~~Excused absence without payroll deduction will be allowed by the Employer in the event of a death that occurs in the Employee's immediate family, namely: spouse, children, stepchildren, parent, stepparent, brother/sister, aunt/uncle, domestic partner, mother-in-law/father-in-law, brother-in-law/sister-in-law, grandparents, and grandchildren. Absence will be allowed not exceeding three (3) working days. 8 hours of sick leave for 1st cousin.~~ A leave of up to three (3) days shall be granted upon the death of a member of the immediate family defined as follows: employee's spouse, children, stepchildren, son/daughter-in-law, parents, stepparents, father/mother-in-law, brother, sister, brother/sister-in-law, stepsiblings, grandparents, grandchildren, aunts/uncles, nieces/nephews, and first cousins. One (1) day of paid leave for the death of an eligible family member not otherwise specified in the bereavement schedule, subject to the definition of family members outlined in Minnesota Statute § 181.9445, Subd. 7. Upon to an additional sixteen (16) hours of sick/vacation leave shall be granted with the approval of the department head.

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13.6 Employee on leave of absence without pay shall retain all unused, accrued vacation and sick leave, but shall not accrue additional vacation, sick leave or seniority during their leave and may not utilize such benefits during the period of leave. Unpaid leaves of absence for reasonable periods, not to exceed one (1) year, may be granted to an employee without loss of seniority for longevity purposes; illness leave (physical or mental) may ne extended upon request for like periods.

13.7 Paid leaves of absence shall be granted for service on a jury, with per diem received therefore to be turned back to the County (excluding travel allowance).

13.8 Military Leave Duty: In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of the active duty required by the active duty for such training, not to exceed fifteen (15) calendar days per calendar year. The employee shall present the Employer with official copies of the order received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.

13.9 Effective January 1, 2026, employees and the County will split the cost of premiums for Minnesota Paid Family and Medical Leave (MPFML) on a fifty/fifty (50/50) basis as allowed under Minnesota Statute § 268B.14. Employees may at their discretion use their County accrued paid leave from any sick, vacation, comp, personal, or any other accrued banks to supplement their MPFML payments up to an amount not to exceed a combined total of more than one hundred percent (100%) of the employee's regular daily earnings from the County.

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13.10~~9~~ Any regular employee who enters into active military service while in the employment of the Employer shall be granted a leave of absence for the period of such military service.

13.11~~10~~ Withdrawal of PERA accumulated deductions shall terminate leave of absence, and shall be a permanent employment severance.

13.12~~11~~ Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the step of the salary schedule where he/she was when the leave began, with any adjustments added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the other on the salary schedule, or toward length of service required to complete a probationary period.

ARTICLE XIV ABSENCE WITHOUT LEAVE

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

ARTICLE XV ALLOWANCES

15.1 Automobile Allowance: Employees required by the Employer to use their personal cars while engaged in County work shall be entitled to reimbursement at the rate established by the Internal Revenue Service. Personal items broken or lost will be handled on a case-by-case basis between the employee and the Department Head; said reimbursement shall not exceed the sum of one hundred dollars ($100). Personal items, for the purpose of this section, are defined as such: clothing, glasses, watches or jewelry broken, torn or soiled by a client or customer or by conditions uncontrollable by the employee. Personal items will not include Car insurance deductibles, car repairs, and personal items brought to work, which are not related, i.e. picture frames, and items broken through improper use of equipment or supplies.

ARTICLE XVI INSURANCE

16.1 The Employer will maintain the hospital and medical insurance program subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier until such time as the employee is terminated.
The parties agree to meet and confer regarding any changes in this Article necessary to comply with and/or avoid penalties under the Affordable Care Act.

The employer shall establish a Flexible Benefits Plan. Each employee participating in the Plan must, purchase the minimum required plan coverage – individual comprehensive major medical coverage, long-term disability, and basic life insurance under the Plan. Effective January 1, 2024, the individual HSA compatible lowest premium plan shall be the minimum required health plan.

~~Effective 2018, the County's annual contribution will remain the same from 2017. Effective 2019, t~~The ~~annual~~ County contribution for 2027 will be one thousand seven hundred dollars ($1,700.00) per month. ~~based on a 50/50 split between the Employer and employee based on the single HSA plan premium. The County contribution will be calculated taking 50% of the single plan premium increase and adding it to the previous year's contribution.~~ The County contribution for 2028 will be one thousand seven hundred dollars ($1,700.00) per month. The County contribution for 2029 will be one thousand seven hundred-fifty dollars ($1,750.00) per month. Employees may receive in

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cash or use for optional benefits the remaining dollars after the minimum required benefits are deducted from the County's contribution, including those employees who elect to waive the single required health plan.

In the event that the insurance premium increases twenty-one percent (21%) or more in a single calendar year the County and Union agree to enter an insurance reopener.

After enrollment, if any plan falls to ten (10) or less County employees, the plan goes away for the next open enrollment. (Newly implemented plans will be given two (2) years to exist prior to dropping if there are ten (10) or less enrolled.)

16.2 On retirement and after fifteen (15) years of employment with Becker County, the employee will have the option to continue with the County's hospitalization and medical insurance coverage at his/her own expense. This coverage will continue until the employee is age 65 or if married and under the family policy, until age 65 of either employee or spouse, whichever reaches age 65 last. The monthly premiums will be due by the ~~15th~~ 20th of the preceding month.

ARTICLE XVII RIGHT OF SUBCONTRACT

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

ARTICLE XVIII COMPLETE AGREEMENT AND WAIVER OF BARGAINING

18.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby suspended.

18.2 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 law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

18.3 The Employer and the Association 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 or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such term or condition may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

18.4 This Agreement may ne amended by the mutual agreement of the Employer and the Association during the life of the Agreement.

ARTICLE XIX SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Becker. 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 judgement or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be re-negotiated by mutual agreement of both parties.

ARTICLE XX DISCIPLINE AND DISCHARGE

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20.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.

20.2 Employees who are suspended or discharged shall be notified of such action in writing.

20.3 Probationary employees may be dismissed at any time, without cause, at the discretion of Employer. Such action shall not be subject to the grievance procedure.

20.4 An employee shall be given a copy of any written entry to his/her personnel file which is the result of any disciplinary action and shall be allowed to respond thereto. In addition, any employee shall be allowed to review his/her personnel file and all documents therein at reasonable times and under conditions determined by the Employer.

ARTICLE XXI WAGES

~~2024~~2027 ~~2.5%~~3.5% COLA plus anniversary step. ~~retroactive to January 1, 2024. Going into the new wage scale retro to April 1, 2024. Anniversary step on anniversary date if anniversary step not already received. Individuals topped out on the old Band & Grade scale that did not receive a step increase on anniversary date prior to April 1, 2024, will receive a step increase retro to April 1, 2024. Individuals topped on the old Band & Grade scale that did not receive a step increase after April 1, 2024, will receive a step increase on the new scale retro to anniversary date.~~

~~2025~~2028 3.5% COLA plus anniversary step.

~~2026~~2029 3.5% COLA plus anniversary step.

ARTICLE XXII LONGEVITY

In order to recognize the employee who remains in the employment of the Employer on a continuous basis, a longevity program is established. In order to determine eligibility for longevity, the employee's last date of hire will be the commencement date for calculating longevity. Longevity pay shall be paid on the following basis:

Employees hired before April 1, 2018 shall receive, in addition to the regular compensation provided herein, longevity pay which will follow the schedule below:

Years of Service	Percent of Salary Increase
0-5 years	0%
6-10 years	1%
11-15 years	2%
16-20 years	5%
21-25 years	7%
26-30 years	8%
30+ years	9%

Employees hired after April 1, 2018 shall receive, in addition to the regular compensation provided herein, longevity pay which will follow the schedule below:

After 15 years 3%

Said longevity payment shall be paid each month and shall be based upon longevity computed on the length of service calculated as provided above as the anniversary month of the employee's last date of hire.

ARTICLE XXII POST RETIREMENT EMPLOYMENT HEALTH CARE SAVINGS PLAN

Becker County shall establish and administer a Post Retirement Health Care Savings Plan (PRHCSP) with the State of Minnesota through the MN State Retirement System (MSRS). Participation in this program is mandatory for all employees in the Human Services Supervisor Association.

23.1 Employees shall contribute two percent (2%) of their gross monthly salary to the PRHCSP (contributions will be effective on the 1st month following the signing of the 2022 collective bargaining agreement).

23.2 Employees shall have fifty percent (50%) of their sick leave severance (Article 12.9) upon termination/retirement go into the Plan.

23.4 If an employee's employment is terminated because of the death of the employee, his/her severance pay does not go into the plan.

23.5 In the event that contribution to the Post-Retirement Health Care Savings Plan (PRHCSP) are determined to be insurance contribution purposes of the Affordable Care Act (ACA) Cadillac tax and cause the Employer to be subject to a penalty, tax or fine, the PRHCSP will be eliminated.

ARTICLE XXIV PERSONAL LEAVE DAY AND CHRISTMAS EVE (1/2 DAY)

24.1 Each employee shall be entitled to 16 hours per year of personal leave. This personal leave must be taken by the employee or it will be lost.

24.2 Christmas Eve Day: At noon on Christmas Eve, employees shall have the option of taking one-half (1/2) the day off using vacation or comp time, or working the remainder of the day. Christmas Eve is not a paid holiday.

ARTICLE XXV LICENSURE

The County will reimburse an employee for cost of their professional licensure if the licensure is required for the position.

ARTICLE XXVI TERM OF AGREEMENT

This Agreement shall be in full force and effect for the period from January 1, ~~2024~~2027 until December 31, ~~2026~~2029, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by October 1st prior the expiration date that its desires to modify or terminate this Agreement.

Jason Ruona, Bargaining Unit Representative	Date
Emma Wartman, Bargaining Unit Representative	Date
Erica Jepson, Becker County Board Chair	Date
Carrie Smith, Becker County Administrator	Date

LABOR AGREEMENT

BETWEEN

LOCAL 568, COUNCIL 65

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES

AFL-CIO

AND

COUNTY OF BECKER

DEPARTMENT OF HIGHWAYS

JANUARY 1, ~~2024~~ 2027 THROUGH DECEMBER 31, ~~2026~~ 2029

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LABOR AGREEMENT
BETWEEN
LOCAL 568, COUNCIL 65
AMERICAN FEDERATION OF STATE. COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO
AND
COUNTY OF BECKER
DEPARTMENT OF HIGHWAYS

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Becker, hereinafter called the Employer, and the Federation of State, County and Municipal Employees, Local 568, Council 65, hereinafter called the Union. It is the intent and purpose of this Agreement to:

1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

1.2 Plance in written form the parties complete agreement upon terms and conditions of employment for the duration of this Agreement;

1.3 Prevent interruptions of work or interference with the efficient operation of the Employer.

1.4 Retain in the Employer all matters of inherent managerial policy, including the right to take actions necessary to implement the public policy goals entrusted to it by law and an efficient manner.

ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statute § Section 179A.03, subd. 8, for all employees in the Highway Department of the County of Becker, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 workdays per year, excluding supervisory and confidential employees and all employees of the Employer not employed in the Highway Department.

ARTICLE 3 DEFINITIONS

3.1 Union: Local 568, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO.

3.2 Union Member: A member of Local No. 568, Council 65, American Federation of State, County, and Municipal Employees, AFL-CIO.

3.3 Employee: A member of the exclusively recognized bargaining unit.

3.4 Employer: The County of Becker.

3.5 Department: The Becker County Department of Highways.

3.6 Base Pay Rate: The employee's hourly pay rate exclusive of longevity or any other special allowances.

3.7 Seniority: Length of continuous service with the Employer.

3.8 Compensatory Time: Time off the employee's regularly scheduled work schedule equal in time to one and one-half (1½) times overtime worked.

3.9 Overtime: Work performed at the express authorization of the Employer in excess of either eight (8) hours within a twenty-four (24) period (except for shift changes) or more than forty (40) hours within a seven (7) day period.

3.10 Severance Pay: Payment made to an employee upon honorable termination of employment.

3.11 Call Back: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

3.12 Strike: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of the employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligation of employment.

3.13 Regular Employees: A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.

ARTICLE 4 EMPLOYEE SECURITY

4.1 The Union agrees that during the life of this Agreement, neither the Union nor any of the employees covered by the Agreement will cause, encourage, participate in or support any strike, slowdown or interruption of or interference with the normal functions of the Employer.

ARTICLE 5 UNION SECURITY

In recognition of the Union as the exclusive representative, the Employer shall:

5.1 The Employer shall deduct an amount each month sufficient to provide the payment of regular dues, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

5.2 The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other employee information mutually agreed upon by the Employer and Union necessary for the collection and administration of union dues preferably in an Excel or text file formatted report that may be electronically transmitted or by U.S. mail; and

5.3 The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate preferably Excel or via U.S. mail.

5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgements including attorney's fees brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

5.5 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.

5.6 The Employer will provide to the Union add/drop report each quarter electronically. The add/drop report shall include the employee's name; job title; worksite location; including location within a facility when appropriate; home address; work telephone number; home and personal cell phone numbers on file with the public employer; date of hire; and work email and personal email address on file with the employer.

5.7 The Employer shall provide the Union with a report each month in which there is a new hire. This notification shall normally be provided to the Union at least ten (10) days in advance of the employer's new employee orientation.

5.8 The Employer shall notice the Union on newly hired AFSCME represented employees who are scheduled for the employer's new employee orientation program. Becker County agrees to assist in providing an available room or virtual room for newly hired AFSCME employee and Union representative for a 30-minute meeting.

ARTICLE 6 EMPLOYER AUTHORITY

6.1 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 structures; and to perform any inherent managerial function not specifically limited by this agreement.

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

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 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.

7.2 Union Representatives: 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, as provided by this Agreement.

7.3 Processing of a Grievance: 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 employees and a 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 normal working hours provided that the employee and the Union Representative 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 of the Employer.

7.4 Procedure: Grievances, as defined in Section 7.1, 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 fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor

as designated by the Employer. The Employer designated supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar 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 the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated representative who shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A Grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 3 representative. The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt such Step 3 grievance. Ag grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer designated representative's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. Notice of a party's desire to go to arbitration accordance with the rules established by the Bureau of Mediation Services (BMS).

Failure to select an arbitrator within ninety (90) days of receipt of the list of arbitrators from the BMS shall be considered a "waiver" of the grievance unless the delay in selection is caused by the Employer, or is mutually agreed upon by the parties in writing.

7.5 Arbitrator's Authority:

a. 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 shall have no authority to make a decision on any other issue not submitted.
b. 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 the law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of the briefs of 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 Agreement and to the facts of the grievance presented.
c. 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.

7.6 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 grievance as defined at that step and immediately appealed the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

7.7 Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed he required probationary period, the grievance may be appealed either to Step 4 of the Article 7 or a procedure such as Civil Service or Veteran's Preference. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. 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 hearing precludes the aggrieved employee form making a subsequent appeal through Step 4 of Article 7.

ARTICLE 8 SAVINGS CLAUSE

8.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Becker. 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 not 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. The voided provision may be renegotiated by mutual agreement of both parties.

ARTICLE 9 SENIORITY

9.1 There shall be three types of seniority established by the Agreement:

a. Service seniority, which shall be the total length of continuous service with the Employer.
b. Department seniority, which shall be the total length of service within a specific department of the Employer.
c. Classification seniority, which shall be the total length of service within a work classification.

9.2 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:

a. Layoff shall be classification within a department, in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any employee with less seniority in a previously held equal or lower classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped. Employees shall be notified of the layoff a minimum of ten working days in advance.
b. Recall from layoff, which shall be by classification within a department, in inverse order of layoff, provided that if an employee does not return to work upon recall as directed by the Employer or on an extended date mutually accepted to the employee and the Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list of one (1) year, at which time all rights to recall shall terminate.

9.3 Where all other qualifications are equal, seniority shall apply to employees in accordance with the employee's length of continuous service.

9.4 New employees hired shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, he/she shall be a regular employee within the meaning of this Agreement.

9.5 The Employer shall maintain a seniority list, which shall show the name and job title of all employees entitled to seniority. Such list shall be dept up to date, and Employer will provide the Union with a copy thereof annually.

9.6 An employee shall lose seniority for the following reasons only:

a. Resignation
b. Discharge
c. Absence of five (5) consecutive working days without notifying Employer; in proper cases exceptions may be made in the sole discretion of the Employer. After such absence, the Employer will send written notification to the employee at the last known address that seniority is lost and that employee's employment has been terminated.

9.7 Any vacancy or newly created position will be posted on the employee bulletin board at least seven (7) days prior to filling the position.

a. Whenever possible, openings shall be filled by present employees, giving first consideration to qualifications for the job.
b. If it becomes necessary in making a promotion to bypass an employee's seniority, written reasons for such bypass shall be given to the employee and to the Union Steward. Such bypass shall then be proper pattern for grievance procedure.
c. An employee who is promoted within the divisions of Maintenance, Engineering, or Office/Support shall be granted a thirty (30) day period, the employee shall have the opportunity to revert back to his/her former position. If the promoted employee is unsatisfactory in his/her new position, notice thereof and reasons therefore shall be submitted to the employee and the Union Steward in writing. The matter then become a proper subject for grievance procedure. During the trial period, the employee shall receive the rate of pay of the job he/she is performing.

ARTICLE 10 DISCIPLINE

10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

a. Oral Reprimand
b. Witten Reprimand
c. Suspension

d. Demotion; or
e. Discharge

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledge by signature of the employee. The employees will receive a copy of such reprimands and/or notices.

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

10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

10.6 Grievances relating to demotion, suspension and discharge shall be initiated by the Union in Step 3 at the grievance procedure under.

ARTICLE 11 OVERTIME

11.1 Hours worked in excess of eight (8) hours within a twenty-four (2) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one half (1½) times the employee's base pay rate plus longevity.

Part-time Employee. Hours worked on Saturday in excess of eight (8) hours (except for shift changes) will be compensated at one and one half (1½) times the employee's base pay rate plus longevity.

11.2 Overtime will be distributed as equally as possible.

11.3 Overtime refused by employees will, for record purposes under Article 11.2, be considered as unpaid overtime worked.

11.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

11.5 Overtime shall be divided as equally as possible and practical among employees in the same classification. An up-to-date list showing overtime hours will be posted by the Employer monthly.

11.6 Work performed on a holiday, as defined in Article 17, or on a Sunday, shall be paid for at double-time rate for all hours worked plus the holiday pay.

11.7 Overtime compensation for non-exempt employees shall be made either in cash or compensatory time off, at the employee's option. Employees shall elect to take either cash or compensatory time at the end of each pay period. No employee shall accumulate more than one hundred twenty (12) hours in the compensatory time bank; hours earned in excess of one hundred twenty (120) shall be paid in cash at the appropriate rate. For the employees in the Engineering division, all accumulated compensatory time in excess of forty (40) hours not used by the pay period ending which includes May 31st shall be paid in cash at the appropriate rate. At the discretion of the County Administrator, compensatory time in excess of one hundred twenty (120) hours may be accumulated based on unusual circumstance.

ARTICLE 12 DISCRIMINATION

Neither the Union nor the Employer will discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief or political belief. Employees shall be subject to the Sexual Discrimination Policy as referenced in the County Personnel Policy.

ARTICLE 13 CALLBACK TIME

An employee called in for work at a time other than his/her normal scheduled shift will be compensated for a minimum of two (2) hours pay at one and hone half (1½) times the employee's base pay rate plus longevity. An extension or early report for a regularly scheduled shift of duty does not qualify the employee for the two (2) hour minimum. A part-time employee called in for work at a time other than his/her normal scheduled shift on Monday through Friday shall not be eligible for a minimum of two (2) hours pay at one and one half (1½) times the employee's base rate plus longevity. A part-time employee called into work on a Saturday shall receive a minimum of two (2) hours pay at one and one half (1½) times the employee's base pay rate plus longevity, with any additional hours worked on Saturday compensated at the employee's base pay rate plus longevity.

ARTICLE 14 INSURANCE

14.1 ~~Any insurance premium cost increase shall continue as it was in 2022; 75% employer with 25% employee~~.

The Employer shall establish a Flexible Benefits Plan. Each employee participating in the Plan must purchase the minimum required coverage – individual comprehensive major medical coverage long term disability and basic life insurance under the plan. Effective 1/1/18, the HSA deductible plan shall be the minimum required health plan.

~~Effective 1/1/18 the County contribution will remain the same as 2017. Effective 1/1/2019.~~ The County contribution for 2027 will be one thousand seven hundred dollars ($1,700.00) per month. ~~based on a 50/50 split between the Employer and employee based on the single HSA compatible plan. Therefore, the County contribution will be calculated by taking fifty percent (50%) of the single HSA plan premium increase and adding it to the previous year's contribution.~~ The County contribution for 2028 will be one thousand seven hundred dollars ($1,700.00) per month. The County contribution for 2029 will be one thousand seven hundred-fifty dollars ($1,750.00) per month. Employees may receive in cash or use for optional benefits the remaining dollars after the minimum required benefits the remaining dollars after the minimum required benefits are deducted from the County's contribution, including those employees who elect to waive the single required health plan.

In the event that the insurance premiums increases twenty-one percent (21%) or more in a single calendar year the County and Union agree to enter an insurance reopener.

After enrollment, if any plan falls to ten (10) or less County employees, the plan goes away for the next open enrollment. (Newly implemented plans will be given two (2) years to exist prior to dropping if there are ten (10) or less enrolled.)

14.2 On retirement and after fifteen years of employment with Becker County or under Minnesota Statute § 471.61, subd. 2b, the employee will have the option to continue with the County's hospital and medical insurance coverage at his/her own expense. This coverage will continue until the employee is age 65 or if married and under the family policy, until the age of 65 of either the employee or spouse, whichever reaches age last. The monthly premiums will be due by the ~~fifteenth (15th)~~ twentieth (20th) of the preceding month.

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14.3 The parties agree to meet and confer regarding any changes in this Article necessary to comply with and/or avoid penalties under the Affordable Care Act.

ARTICLE 15 WORK SCHEDULES

15.1 The Sole authority in work schedules is the Employer. The normal workday for an employee shall be eight (8) hour workday.

15.2 Services to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis, other than a normal workday. The Employer will give advance notice to the employees affected by the establishment of workdays different from the employee's normal eight (8) hour workday.

15.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal workday be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from working.

15.4 Service to the public may require the establishment of work weeks that include work on Saturdays and/or Sundays.

15.5 All overtime work must be authorized in advance, except for acts of disaster, by the Employer. For the purpose of computing overtime, holidays and approved leaves shall be considered as days worked.

15.6 All employees shall receive one (1) fifteen (15) minute rest period in each four (4) hour work period at times designated by their immediate supervisor. Noon lunch periods shall be thirty (30) minutes.

15.7 When an employee reports for work in accordance with the schedule without having been previously notified not to report, he/she shall receive a minimum of two (2) hours work or two (2) hours pay in lieu thereof.

ARTICLE 16 VACATIONS

16.1 Permanent employees shall be granted vacation leave in accordance with the following schedule:

Years of Service	Vacation Hours Granted
Beginning 0 through 2 years	96 hours
Beginning 3 through 4 years	120 hours
Beginning 5 through 9 years	144 hours
Beginning 10 through 18 years	168 hours
Beginning 19 plus years	192 hours

16.2 Vacation leave may be accumulated to a maximum of two hundred forty (240) ~~twenty-four (224)~~ hours on ~~the last day of each calendar year~~ March 31st of each year. Any vacation leave accumulated in excess of two hundred forty (240)~~twenty-four (224)~~ hours as of March 31st will be lost to the employee and donated to the catastrophic medical leave sharing bank. Vacation shall be earned based on the bi-weekly payroll system.

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16.3 All vacation leaves shall be scheduled with the Employer. Leaves of one week or more shall be scheduled at least two (2) weeks in advance.

16.4 No two (2) employees in the same work category will be authorized for vacation leave at the same time, except with the authorization by the Employer. Preference will be given employee with the earliest scheduling.

ARTICLE 17 HOLIDAYS

The following eleven (11) days have been designated as official paid holidays:

New Years Day	Independence Day	Indigenous Peoples Day
President's Day	Labor Day	Veteran's Day
Memorial Day	Juneteenth	Christmas Day
Thanksgiving Day	Martin Luther King Day	

17.1 In order to receive pay for a holiday, an employee must work his regularly scheduled workday the days immediately before and immediately after the holiday, unless on approved leave.

ARTICLE 18 PERSONAL LEAVE DAY

Each employee shall be entitled to 16 hours per calendar year of personal leave. These personal leave hours must be taken by the employee or they will be lost.

ARTICLE 19 LEGAL DEFENSE

19.1 Employees involved in litigation because of negligence, ignorance of laws, non-observation of laws, or as a result of employee judgement decision may not receive legal defense by the Employer.

19.2 Any employee who is charged with traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his employment, when such act is performed in good faith and under direct order of his/her supervisor, shall be

reimbursed for reasonable attorney's fees and Court costs actually incurred by such employee in defending against such charge.

ARTICLE 20 JOB POSTING

20.1 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within, provided that applicants:

20.1(a) Have the necessary qualifications to meet the standards of the job vacancy; and

20.1(b) Have the ability to perform the duties and responsibilities of the job vacancy.

20.2 Employees filling a position in a different job division, such as Maintenance to Engineering shall be subject to the conditions of Article 22, Trial Period.

20.3 The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.

20.4 Job vacancies within the designated bargaining unit will be posted for seven (7) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 21 PROMOTIONS

Seniority will be determining criterion for transfers, promotions and layoffs only when all other qualifications are equal.

ARTICLE 22 PROBATIONARY PERIODS/TRIAL PERIOD

22.1 All newly hired or rehired employees will serve a six (6) months probationary period. The employer may extend the probationary period an additional six (6) months upon written notification to the Union stating the reason for extension. Probationary employees shall accrue vacation and sick leave from date of hire but may not use or receive any vacation unless the employee satisfactorily completes the probation period.

22.2 All employees will serve six (6) months probationary period in any job division (Maintenance, Engineering or Office Support) in which the employee has not served a probationary period.

22.3 At any time during the probationary period, a newly hired or rehired employee may be terminated at the sole discrimination of the Employer.

22.4 At any time during the trial period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer.

ARTICLE 23 SICK AND SAFE LEAVE

23.1 All regular employee shall be entitled to one (1) day sick leave per month and shall accumulated sick leave to a maximum of nine hundred sixty (960) hours. After the maximum nine hundred sixty (960) hours have been accrued, fifty percent (50%) of all accrued excess time will go into an individual MSRS account and fifty percent (50%) will go into the County's Catastrophic Medical Leave Bank. A doctor's certificate may be required for sick leave absences of more than three (3) days duration, or if sick leave is used on more than three separate occasions during the year.

Sick leave shall be earned on the bi-weekly payroll system.

23.2 Earned sick leave may be used for absence from work necessitated by the following circumstances:

a. Because of sickness or injury to an employee which renders the employee unable to perform the duties of employment;
b. Because of quarantine directed by a medical physician;
c. Excused absence without payroll deduction will be allowed by the Employer in the event of death that occurs in the Employee's immediate family, namely; spouse, children, stepchildren, grandchildren or legal wards, parents, stepparents, brother/sister, stepbrother/sister, mother/father-in-law, brother/sister-in-law, grandparents, aunts/uncle, and domestic partner. Absence will be allowed not exceeding three (3) working days. Up to an additional sixteen (16) hours of sick leave may be granted with the approval of the department head; such use not to exceed twenty-four (24) hours. Eight (8) hours of sick leave may be used for the death of a cousin.
d. Because of sickness or injury to an employee's spouse, children or parents, or as referenced in Minnesota State Statute § 181.9413 result of which requires the said employee to attend to their needs; and
e. Because of doctors visits required by the employee, employee's spouse, parents, children or stepchildren.
f. Because of sickness or injury to an employee's family as defined in Minnesota State Statute § 181.9445 (1) an employee's: (i) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the

employee stands or stood in loco parents; (ii) spouse or registered domestic partner; (iii) sibling, stepsibling, or foster sibling; (iv) biological, adoptive, or foster parent, step parent, or a person who stood in loco parentis when the employee was a minor child; (v) grandchild, foster grandchild, or step grandchild; (vi) grandparent or step grandparent; (vii) a child of a sibling of the employee; (viii) a sibling of the parents of the employee; or (ix) a child-in-law or sibling-in-law; (2) of any of the family members listed in clause (1) of a spouse or registered domestic partner; (3) any other individual related by blood or whose close association with the employee is equivalent of a family relationship; and (4) up to one individual annually designated by the employee.

23.3 If an employee receives a job-related injury or sickness if eligible for Worker's Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Worker's Compensation and his/her regular salary, not to exceed his/her regular take home pay, for a period not to exceed sixty (60) days. Beyond sixty (60) days, the difference will be charged to the employee's sick leave account providing the employee chooses to receive his/her full salary. Once the employee's sick leave account has been used in full, the employee will not continue to accumulate any sick leave, paid holiday, or vacation during the period that said employee is unable to work and continuing to receive Worker's Compensation benefits. Upon receipt by the Employer of a medical report indicating the employee's healing period has concluded and if the employee is unable to return to the position that he held at the time he/she was injured, and there are no other job classifications open, the employee may be discharged.

23.4 Use of the sick leave benefits for reasons other than those stated in Section 23.2 of this Article shall be just cause for disciplinary action as provided in Article 10, Discipline.

ARTICLE 24 MATERNITY/ADOPTION LEAVE

Effective January 1, 2026, employees and the County will split the cost of premiums for Minnesota Paid Family and Medical Leave (MPFML) on a fifty/fifty (50/50) basis as allowed under Minnesota Statute § 268B.14.

Employees may at their discretion use their County accrued paid leave from any sick, vacation, comp, personal, or any other accrued banks to supplement their MPFML payments up to an amount not to exceed a combined total of more than one hundred percent (100%) of the employee's regular daily earnings from the County. ~~An unpaid maternity or adoption leave of absence must be granted to a natural parent or adoptive parent who requests such~~

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~~leave in conjunction with the birth or adoption of child. The leave shall commence on the date requested by the employee and shall continue for up to three (3) months, provided, however, that such~~ Such leave may be extended up to a maximum of one (1) year by mutual consent of the Employer and the employee. The Employer's policy for unpaid maternity or adoption leave shall be consistently and uniformly applied among employees in similar circumstances.

ARTICLE 25 LEAVES OF ABSENCE

25.1 Unpaid leaves of absence for reasonable periods, not to exceed one (1) year, may be granted to an employee without loss of seniority for longevity purposes; illness leave (physical or mental) may be extended upon request for like periods.

25.2 Paid leaves of absence shall be granted for service on a jury, with per diem received therefore to be turned back to the County (excluding travel allowance).

25.3 Employees who are members of a Reserve Military Force of the United States or the State of Minnesota, and who are ordered by appropriate authorities to attend training program or perform other duties under the supervision of the appropriate authority shall be granted a paid leave time up to a maximum of fifteen (15) working days per calendar year.

25.4 Any regular employee who enters into active military service while in the employment of Employer shall be granted a leave of absence for the period of such military service.

25.5 Withdrawal of PERA accumulated deductions shall terminate leave of absence, and shall be permanent employment severance.

25.6 No leave of absence shall be granted for any reason prior to two (2) years of continuous service to the Employer by the employee.

ARTICLE 26 RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement.

ARTICLE 27 SAFETY

The Employer and the Union agree to jointly promote safety and healthy working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner. The Employer will contribute the sum of three hundred fifty dollars (350) per year with receipts required within the contract period toward the purchase of PPE; examples to include but not

limited to prescription safety glasses, electronic hear plugs, work-related protective footwear, work pants, cold weather gear and/or rain gear for those employees whose work requires such footwear and gear. Employee purchases of protective footwear, cold weather gear are subject to the approval of the Employer.

ARTICLE 28 LONGEVITY

28.1 To recognize the employee who remains in the employment of the Employer, a longevity program is established.

28.2 To determine eligibility for longevity, the employee's last date of hire shall be the governing factor.

28.3 Employees hired before April 24, 2018, longevity pay shall be paid as follows:

Years of Service	Percentage of Salary Increase
0 through 5 years	0%
6 through 10 years	1%
11 through 15 years	2%
16 through 20 years	~~3%~~5%
21 through 25 years	~~5%~~7%
26 through 30 years	~~6%~~8%
Over 30 years	~~7%~~9%

Employees hired after April 24, 2018 shall receive, in addition to the regular compensation provided herein, longevity pay which will follow the schedule below:

Starting at 16 years 3% salary increase

28.4 Longevity payment shall be paid each month and shall be paid based upon longevity computed on length of service of the anniversary month of employment.

ARTICLE 29 SEVERANCE PAY

Employees hired prior to February 25, 2014, who have completed five (5) years of service and honorably separated, including medical separation, shall be entitled to seventy percent (70%) of their unused sick leave as severance pay; however, said severance pay shall not include any banked sick leave hours.

All employees hired on or after February 25, 2014, will be subject to the following severance pay:

Years of Service	Percentage of Sick Leave
5 years	40%
10 years	50%
15 years	60%
20 years	70%

ARTICLE 30 WAIVER

30.1 Any and all prior agreements, resolution, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

30.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right an opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All Agreement for the stipulated duration of this Agreement

30.3 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 or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

30.4 This Agreement mad be amended by the mutual agreement of the Employer and the Union during the life of the Agreement.

ARTICLE 31 CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens of the United States and Minnesota State Constitutions.

ARTICLE 32 BULLETIN BOARD

32.1 The Employer shall maintain in its headquarters a bulletin board, on which shall be posted all notices required by this Agreement.

32.2 The posting of notices on the bulletin board shall be deemed as proper notice to the employees of the subject involved.

32.3 The Employer agrees to allow the Union to use the bulletin board for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union

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appointments to such office, and Union recreational or social affairs. The Union agrees to limit the postings of such notices to its bulletin board space. It is specifically understood that no notices of political or inflammatory nature shall be posted.

ARTICLE 33 WAGES

33.1 3.5% COLA retro to January 1, 2027 ~~2.5% COLA retro to January 1, 2024. Going into the scale retro to April 1, 2024. Anniversary step on anniversary date if anniversary step not already received. Individuals topped out on the old scale that did not receive a step increase on anniversary date prior to April 1, 2024, will receive a step increase retro to April 1, 2024. Individuals topped out on the old scale that did not receive a step increase after April 1, 2024, will receive a step increase on the new scale retro to anniversary date.~~

33.2 3.5% COLA for January 1, ~~2025.~~2028

33.3 3.5% COLA for January 1, ~~2026.~~2029

33.4 Pay days will follow the bi-weekly system based on a four (4) week rotation, and twice a year employees will receive a second paycheck for a pay period of two weeks.

ARTICLE 34 MILEAGE

Employees required to furnish cars for the purpose of County business shall be paid at the rate the Internal Revenue Service allows for income tax purposes which is effective at the time the employee's expense is incurred. This is paid only when County cars are not available. In the event that there is an available County car, which the employee elects not to use, the employee shall be paid at the rate established by the County Board of Commissioners.

ARTICLE 35 PERSONAL ITEMS BROKEN OR LOST

Department head shall determine on a case-by-case basis whether to reimburse an employee for personal items broken or lost while working, said reimbursement not to exceed the sum of one item broken through improper use of equipment or supplies.

ARTICLE 36 DURATION

This Agreement shall be effective as of January 1, ~~2024~~2027, and shall remain in full force and effect until December 31, ~~2026~~2029.

AFSCME LOCAL 568-0002, COUNCIL 65

Jesse Watland, Union Steward	Date
Christopher Gendreau, Union Steward	Date
Zac Quandt, Labor Representative	Date

BECKER COUNTY

Erica Jepson, Board Chair	Date
Carrie Smith, County Administrator	Date

LABOR AGREEMENT

BETWEEN

COUNTY OF BECKER

AND

MINNESOTA TEAMSTERS PUBLIC
AND LAW ENFORCEMENT
EMPLOYEES' UNION,
LOCAL NO. 320

REPRESENTING

SHERIFF CLERICAL EMPLOYEES

Effective January 1, ~~2024~~2027, through December 31, ~~2026~~2029

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LABOR AGREEMENT

between

BECKER COUNTY

and

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320 (Sheriff Clerical Employees)

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Becker, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employee' Union, Local No. 320, hereinafter called the Union. It is the intent and purpose of this Agreement to:

1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

1.2 Place in written form the parties agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, Section 179A.03, Subd. 14, for the following employees:

> ***All Clerical employees of the Becker County Sheriff's Department whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and more than sixty-seven (67) work days per year, excluding supervisory employees.***

2.2 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief or political belief. Employees shall be subject to the Sexual Discrimination Policy as referenced in the County Personnel Policy.

ARTICLE 3 DEFINITIONS

3.1 Union: The MN Teamster Public and Law Enforcement Employee's Union, Local #320.

3.2 Union Member: A member of the MN Teamsters Public and Law Enforcement Employees' Union, Local #320.

3.3 Employee: A member of the exclusively recognized bargaining unit.

3.4 Department: The Becker County Sheriff's Department.

3.5 Employer: The County of Becker.

3.6 Union Officer: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

3.7 Scheduled Shift: A consecutive work period including two (2) rest breaks and a lunch break.

3.8 Rest Breaks: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

3.9 Lunch Breaks: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

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

3.11 Work Period: Regularly scheduled workday of eight (8) hours per day. Work year of 2080 hours.

ARTICLE 4 EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will cause, encourage, participate in or support any strike, slow down, mass absenteeism, mass resignation, or other interruption of or interface with the normal functions oof the Employer. In the event that an employee violates this Article, the Union, including officers and stewards, shall immediately notify any such employee in writing 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 may be discharged or otherwise disciplined.

ARTICLE 5 EMPLOYER AUTHORITY

5.1 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 function not specifically limited by this Agreement.

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

ARTICLE 6 UNION SECURITY

6.1 The Employer shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues, or if the employees elects not to become a member of the Union a "fair share" deduction, as provided in Minnesota Statute § 179A.06, Subd. 3, such monies shall be remitted as directed by the Union.

6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing such choice and changes in the position of steward and/or alternate.

6.3 The Employer shall make space available on a bulletin board for posting Union notices and announcements. The Union agrees to limit the posting of such notices to its bulletin board.

6.4 The Union agrees to indemnify and holds 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 7 EMPLOYEE RIGHTS – GRIEVANCE

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

7.2 Union Representatives: The Employer will recognize the Union representative designated by the Union as the grievance representative 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 stewards and of their successors when so designated as provided by Section 6.2 of this agreement.

7.3 Processing of a Grievance: 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 a 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 normal working hours provided that the employee

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 of the Employer.

7.4 Procedure: Grievances, as defined in Section 7.1 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 fourteen days (14) working days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar 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 the Agreement allegedly violated, the remedy requested and may be appealed to Step 2 within ten (10 calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. A grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selected of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services (BMS). Failure to select an arbitrator within ninety (90) days of receipt of the arbitrator's list shall be considered a "waiver" of the grievance unless the delay in selection is caused by the Employer, or the delay is mutually agreed upon by the parties in writing.

7.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to ament, 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.
B. 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 have the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, 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 Agreement and to the facts of the grievance presented.
C. 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 representative and witnesses. If either party desires a verbatim recording 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.

7.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered 'waived'. If grievance is not appealed to the next step within the specified time limit or any agreed detention 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 the limits, the Union may elect to treat the grievance as denied at the step and immediately appealed the grievance to the next

step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

7.7 CHOICE OF REMEDY

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 any employees who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as: Civil Services, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 7. 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 hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

ARTICLE 8 SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Becker. In the event any provision of this agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided, such provisions shall be voiced. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated by mutual agreement of both parties.

ARTICLE 9 SENIORITY

9.1 An employee in this bargaining unit who transfers to another department of the Employer shall accumulate total seniority from the other department only for the purpose of calculating vacation and sick leave.

9.2 There shall be three (3) types of seniority established by this Agreement

A. Service seniority which shall be the total length of continuous service with the Employer.
B. Department seniority which shall be the total length of service within a specific department of the Employer.
C. Classification seniority, which shall be the total length of service within a work classification.

9.3 Except in those instances when senior employees are not qualified to perform remaining work, seniority shall determine the order of:

A. Layoff, which shall be by classification within a department, in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any employee in a previously held lower classification, provided the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped.
B. Recall from layoff, which shall be by classification within a department, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for one (1) year, at which time all rights to recall shall terminate.

9.4 The initial probationary period shall be six (6) months. The Employer may extend the probationary period an additional six (6) months upon written notification to the Union specifying the reason for said extension. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

9.5 Where all other qualifications are equal, seniority shall apply to full-time employees in accordance with the employee's length of continuous service. This shall include preference on any vacancies or newly created positions.

ARTICLE 10 DISCIPLINE

10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

A. Oral reprimand;
B. Written reprimand;
C. Suspension
D. Demotion; or
E. Discharge

10.2 Suspension, demotions and discharges will be in written form.

10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

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

10.5 If an employee is the subject to disciplinary action, said employee will not be questioned concerning such disciplinary action, unless said employee has been given an opportunity to have a Union representative present at such questioning.

10.6 Grievances relating to suspension and discharge may be initiated by the Union in Step 3 of the Grievance Procedure under Article 7.

10.7 An employee who has any disciplinary action placed in their personnel file and who has not had any reoccurrence or additional discipline within a five (5) year period shall have the discipline permanently removed from their personnel file.

ARTICLE 11 OVERTIME

11.1 Employees will be compensated at one and one half (1½) times the employee's base rate for hours worked in excess of the employee's regularly scheduled shift with the approval of the Sheriff and/or designee.

11.2 Overtime will be distributed as equally as practicable.

11.3 Work performed on a holiday, as defined in Article 17, shall be paid for at time and one half (1½) times the employee's regular base pay rate for all hours worked.

11.4 Mandatory training and mandatory meetings that fall outside of an employee's regularly scheduled shift shall be compensated at one and one half (1½) times the employee's regular base rate. Non-mandatory approved training and meetings shall be compensated at the employee's regular base pay rate.

11.5 Overtime compensation for non-exempt employees shall be made either in cash or compensatory time off, at the employee's option. No employee shall accumulate more than eighty (80) hours in the compensatory time bank, hours earned in excess of eighty (80) hours shall be paid in cash at the appropriate rate. All accumulated compensatory time in excess of forty (40) hours not used by the second pay period of December shall be paid in cash at appropriate rate.

ARTICLE 12 COURT TIME

An employee who is required to appear in court during his/her scheduled off duty time at the request of the County Attorney shall receive a minimum of two (2) hours pay at one and one half (1½) times the employee's regular base pay rate. In addition, an employee who uses his/her own personal car shall receive a travel allowance.

ARTICLE 13 CALL BACK TIME

An employee who is called to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hours pay at one and hone half (1½) times the employee's regular base pay rate. An extension or early report for regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 14 CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 15 INSURANCE

~~For years 2025 and 2026, the County will continue with the 75-25% split on any increase to health insurance. This includes any increases to single coverage, single plus one coverage, and family coverage.~~

Becker County will pay a flat rate of $200 per month towards Becker County provided health insurance coverage for part-time employees.

15.1 The Employer will maintain the hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and an insurance carrier until such time as the employee is terminated. The parties agree to meet and confer regarding any changes in this Article necessary to comply with and/or avoid penalties under the Affordable Care Act.

15.2 The Employer shall establish a Flexible Benefits Plan. Each employee participating in the Plan must purchase the minimum required coverage – individual comprehensive major medical coverage, long-term disability and basic life insurance under the Plan. ~~Effective January 1, 2018, the PEIP~~ HSA Compatible Deductible Plan shall be the minimum required health plan.

~~Effective 2018, t~~The County~~'s annual~~ contribution ~~will remain the same from 2017.~~for 2027 will be one thousand seven hundred dollars ($1,700.00) per month. ~~Effective, 2018, the annual County contribution will increase based on a 50/50 split between Employer and employee based on the single HSA compatible plan premium. The County contribution will be calculated by taking fifty percent (50%) of the single HSA plan premium increase and adding it to the previous year's contribution.~~ The County contribution for 2028 will be one thousand seven hundred dollars ($1,700.00) per month. The County contribution for 2029 will be one thousand seven hundred-fifty

dollars ($1,750.00) per month. Employees may receive in cash or use for optional benefits the remaining dollars after the minimum required benefits are deducted from the County's contribution, including those employees who elect to waive the single required health plan.

After enrollment, if any plan falls to ten (10) or less County employees, the Plan goes away for the next open enrollment. Newly implemented plans will be given two (2) years to exist prior to dropping if there are ten (10) or less enrolled.

15.3 In accordance with Minnesota Statute §471.61, a County employee who retires before the age of sixty-five (65) has the option of continuing with the County's group health policy at his/her own expense under the conditions outlined below:

A. The retiree must meet all the age and service requirements necessary for eligibility requirements for an annuity under PERA or be receiving a disability benefit from PERA;
B. The retiree may receive dependent coverage only if the retiree received dependent coverage immediately before leaving employment;
C. The retiree may initially elect dependent coverage as stipulated immediately above and later drop dependent coverage while retaining individual coverage. The retiree may not drop individual coverage and retain dependent coverage except for certain circumstances which may apply if the retiree becomes eligible for Medicare prior to the dependent(s) eligibility for Medicare;
D. The monthly premiums will be dure the ~~fifteenth (15th)~~twentieth (20th) of the preceding month.

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15.4 The parties agree to meet and confer regarding any changes in this Article necessary to comply with and/or avoid penalties under the Affordable Care Act.

15.5 If at any time, this bargaining unit elects to opt out of the County sponsored health, dental or vision insurance and voluntarily elects coverage from the Teamsters Health and Welfare Fund, the County shall contribute the same monthly dollar amount that it contributes for its full-time or part-time employees covered by the County sponsored plan(s). The Union shall provide the County notice of its intent to move to the Teamsters Health and Welfare Fund no later than July 1st for the change to take effect the following year.

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ARTICLE 16 VACATIONS

16.1 All regular employees of the Department as of the date of execution of this contract who earned under the prior contract exceeds vacation benefits provided by this

contact shall receive the greater vacation until such time as the benefits under the prior contract equal the benefits provided under this contract at which time the employee shall earn all vacation thereafter as provided by the terms of this contract.

16.2 Regular employees shall earn vacation leave with the following schedule:

0 years to 2 years of service	96 hours of accumulation
3 years through 4 years of service	120 hours of accumulation
5 years through 9 years of service	144 hours of accumulation
10 years through 18 years of service	168 hours of accumulation
19+ years of service	192 hours of accumulation

Vacation shall be earned based on the bi-weekly payroll system.

16.3 Vacations may be accumulated to a maximum of two hundred forty (240)~~twenty-four (224)~~ hours on ~~the last day of each calendar year~~March 31st of each year. Any vacation accumulated in excess of two hundred forty (240) hours as of March 31st will be lost to the employee and donated to the catastrophic medical sharing bank.

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16.4 All vacation leave shall be scheduled with the Employer.

ARTICLE 17 HOLIDAY

17.1 The following eleven (11) days have been designated as official paid holidays:

New Year's Day	Labor Day
Martin Luther King's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

17.2 Employees who work a holiday shall be compensated at one and one half (1½) times the employee's base pay rate of all hours worked.

17.3 Employees shall be eligible for holiday pay provided they are on compensated states on the last workday before and the first workday after the holiday. When a listed holiday falls on a Sunday, the following Monday shall be a non-workday, when a listed holiday falls on Saturday, the preceding Friday shall be a non-workday.

ARTICLE 18 PERSONAL LEAVE DAY

Each employee shall be entitled to sixteen (16) hours per calendar year of personal leave. These personal leave days must be taken by the employee or they will be lost.

ARTICLE 19 LEGAL PROTECTION

The County shall provide, through insurance coverage or otherwise, defense, necessary legal expenses and other costs to an employee against whom a claim is made or a lawsuit is commenced which is based upon the conduct of the employee acting in the regular course of his/her employment, except for an intentional torts and crimes or ordnance violations committed by such employee.

ARTICLE 20 SICK LEAVE

20.1 All regular employees shall be entitled to one (1) day of sick leave per month, and shall accumulate sick leave to a maximum of one hundred twenty (120) days nine hundred and sixty (960) hours. Sick leave shall be earned based on the bi-weekly payroll system. After a maximum of nine hundred and sixty (960) hours have been accrued, the next forty-eight (48) hours of excess accrued sick time will be placed into the employees MSRS HCSP plan dan any remaining in excess of forty-eight (48) hours shall be placed into Becker County's catastrophic sick leave bank. A doctor's certificate may be required for sick leave absences of more than three consecutive days duration, or when an employee is on sick leave and abuse is suspected.

20.2 Earned sick leave may be used for absences from work necessitated by the following circumstances and in accordance with Minnesota Statute §181.9413:

A. Because of sickness or injury to an employee which renders the employee unable to perform the duties of employment;
B. Because of quarantine directed by a medical physician;
C. Excused absence without payroll deduction will be allowed by the Employer in the event of a death that occurs in the Employee's immediate family, namely; spouse, domestic partner, children, stepchildren, grandchildren, parents, legal guardian, stepparents, father/mother-in-law, grandparents, brother, sister, brother/sister-in-law, and step siblings, aunts and uncles, nieces and nephews. Absence will be allowed not exceeding three (3) working days. One (1) day of paid leave for the death of an eligible family member not otherwise specified in the bereavement schedule, subject to the definition of family members outlined in Minnesota State § 181.9445, Subd. 7. Up to an additional sixteen (16) hours of sick leave may be granted by the approval of the department head. One day of sick leave may be used for the death of a first cousin.
D. Because of sickness or injury to an employee's spouse, children, or parents, the result of which require the said employee to attend to their needs; and

E. Because of doctors' visits required by employee, employee's spouse, or children.

20.3 If an employee receives a job-related injury or sickness and if eligible for Worker's Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Worker's Compensation at his/her regular salary, not to exceed his/her regular take home pay, for a period not to exceed four hundred eighty (480) working hours. Beyond four hundred eighty (480) working hours, the difference will be charged to the employee's sick leave account providing the employee chooses to receive his/her full salary. Once the employee's sick leave account has been used in full, the employee will not continue to accumulate any sick leave, paid holidays or vacation during the period that said employee is unable to work and continue to receive worker's compensation benefits. Upon receipt by the Employer of a medical report indicating that the employee's healing period has concluded and if the employee is unable to return to the position that he/she held at the time he/she was injured and there are no other job classifications open, the employee may be discharged.

20.4 Use of the sick leave benefits for reasons other than those stated in Section 20.2 of this Article shall be just cause for disciplinary action as provided in Article 10 – Discipline.

ARTICLE 21 MATERNITY/ADOPTION LEAVE

Effective January 1, 2026, employees and the County will split the cost of premiums for Minnesota Paid Family and Medical Leave (MPFML) on a fifty/fifty (50/50) basis as allowed under the Minnesota Statute § 268B.14.

Employees may at their discretion use their County accrued paid leave from any sick, vacation, comp, personnel, or any other accrued banks to supplement their MPFML payments up to an amount not to exceed a combined total of more than one hundred percent (100%) up to the employee's regular daily earnings from the County. ~~An unpaid maternity or adoption leave of absence must be granted to a natural parent or adoptive parent who requests s~~Such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue for up to three (3) months, provided, however, that such leave may be extended up to a maximum of one (1) year by mutual consent of the Employer and the employee.

ARTICLE 22 WAGES

22.1 During the term of this Agreement, employees shall be paid in accordance with Appendix A which is attached hereto and incorporated herein.

~~2024 2.5% COLA plus step, retro back to January 1, 2024~~
~~2025 3.5% COLA plus step~~
~~2026 3.5% COLA plus step~~
2027 3.5% COLA
2028 3.5% COLA
2029 3.5% COLA

~~Becker County's proposal to implement the 2.5% COLA increase based on their current 2023 base wages on January 1, 2024, all employees shall be placed on new 10 step pay grid on April 1, 2024. If employee is currently at the top step of the of current grid and anniversary date has passed before implantation of contact employee shall receive an additional step if applicable on April 1, 2024. If anniversary date is after contract implantation employees' steps will occur on their regular anniversary date.~~

22.2 Payday shall be bi-weekly.

22.3 ~~Each employee who works a scheduled shift between 6:00 pm and 6:00 am and hours worked, up to 4 hours, to cover inmate visitation shall receive, in addition to the regular compensation provided herein, one dollar and twenty-five cents ($1.25) effective January 1, 2023.~~Each employee who works between 6:00 pm and 6:00 am, or who works anytime on Saturday or Sunday, shall receive, in addition to the regular compensation provided herein, a shift differential of one dollar and fifty cents ($1.50) per hour.

22.4 Retro Pay: all employees that separate employment with Becker County will receive retro pay for all hours worked from January 1 to the date the contract is signed by Becker County Administration.

ARTICLE 23 LONGEVITY

Employees hired before April 24, 2018, shall receive, in addition to the regular compensation provided herein, longevity pay as scheduled below:

0 – 5 years	0%
6 – 10 years	1%
11 – 15 years	2%
16 – 20 years	5%
21 – 25 years	7%
26 – 30 years	8%
Over 30 years	9%

Employees hired after April 24, 2018, shall receive, in addition to the regular compensation provided herein, longevity pay which will follow the schedule below:

Upon completion of 15 years	3%

ARTICLE 24 SEVERANCE PAY

Employees hired prior to January 1, 2014, who have completed five (5) years of service and honorably separated, including medical separation, shall be entitled to seventy percent (70%) of their unused sick leave as severance pay; however, said severance pay shall not include any banked sick leave hours.

All employees hired on or after January 1, 2014, will be subject to the following Severance Pay:

Years of Service	Percent of Sick Leave
5 years	40%
10 years	50%
15 years	60%
20 years	70%

ARTICLE 25 PERSONAL ITEMS BROKEN OR LOST

Personal items broken or lost may be paid for upon the recommendation of the employee's department head at the discretion of the County Board, said reimbursement not to exceed the sum of one hundred dollars ($100).

ARTICLE 26 MILEAGE

Employees required to furnish cars for purposes of County business shall be paid at the Internal Revenue Service allowance for income tax purposes which is effective at the time the employee's expense is incurred. This is paid only when County cars are not available. In the event that there is an available County car, which the employee elects not to use, the employee shall be paid at twenty-six cents ($0.26) per mile.

ARTICLE 27 POST RETIREMENT HEALTH INSURANCE THROUGH MN STATE RETIREMENT SYSTEM (MSRS)

Employees to contribute two percent (2%) of Gross Wages and Severance Pay (per Article 24) to MSRS Post Retirement Health Insurance Saving Plan. The Employer shall establish and administer a Post Retirement Health Care Savings Plan (PRHCSP) with the State of Minnesota through the Minnesota State Retirement Systems (MSRS). Participation in this program is mandatory for all employees in the Teamsters Local 320 Bargaining Unit.

27.1 Employees shall have a percentage of their gross pay into their individual MSRS/HCSP accounts based on the following formula:

0-5 Years	1%
6-10 Years	2%
11-15 Years	3%
16-20 Years	4%
21+ Years	5%

27.2 The employees shall have the choice to have their severance payment placed into their MSRS/HCSP, Deferred Compensation, HSA/HRA accounts or directly paid on their final payroll.

ARTICLE 28 DURATION

This agreement is effective for the period January 1, ~~2024~~2027, through December 31, ~~2026~~2029.

County of Becker	**MN Teamsters Local No. 320**
Erica Jepson, Becker County Board Chair	Marika Olivier, Business Agent
Date	Date
Carrie Smith, Becker County Administrator	Linda Leitheiser, Union Steward
Date	Date

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LABOR AGREEMENT

between

COUNTY OF BECKER

and

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320

Representing

BECKER COUNTY COURTHOUSE EMPLOYEES

EFFECTIVE JANUARY 1, ~~2024~~ 2027 THROUGH DECEMBER 31, ~~2026~~2029

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LABOR AGREEMENT
between
BECKER COUNTY
and
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320 (Courthouse Unit)

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Becker, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employee' Union, Local 320, hereinafter called the Union. It is the intent and purpose of this Agreement to:

1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

1.2 Place in written form the parties agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes for:

> **"All employees of the County of Becker, excluding all essential employees of the Sheriff's Department, the Highway Department, the Welfare Department, the County Attorney's Office, and confidential and supervisory employees."**

ARTICLE 3 DEFINITIONS

3.1 Union: The MN Teamsters Public and Law Enforcement Employees' Union, Local #320.

3.2 Union Member: A Member of the MN Teamsters Public and Law Enforcement Employees' Union, Local #320.

3.3 Employee: A member of the exclusively recognized bargaining unit.

3.4 Department: The Becker County Courthouse Unit.

3.5 Employer: The County of Becker.

3.6 Union Officer: Officer elected or appointed by the MN Teamsters Public and Law Enforcement Employees' Union, Local #20.

3.7 Work Period: Regularly scheduled workday of eight (8) hours per day. Work year of 2,080 hours.

3.8 Lunch and Rest Breaks: There shall be a lunch break of thirty (30) minutes approximately midway through an eight-hour day. Employees shall have two (2) fifteen (15) minute paid breaks during an eight (8) hour scheduled work shift. Employees may take their first fifteen (15) minute break approximately midway through the first half of their scheduled shift, prior to their unpaid meal break, consistent with the work needs of the County. Employees may take their second fifteen (15) minute break approximately midway through the second half of their scheduled workday, after their unpaid break, consistent with the needs of the County. Under no circumstances shall the fifteen (15) minute breaks be combined with lunch, nor shall the fifteen (15) minute breaks or unpaid meal break be used to allow an employee to leave work early. Any breaks not used are forfeited.

3.9 Benefits: Benefits shall accrue at eight (8) hours per day or 2,080 hours per year or portion thereof.

3.10 Overtime: Work performed at the express authorization of the Employer in excess of forty (40) hours within a seven (7) day period.

3.11 Base Pay Rate: The employee's hourly rate exclusive of longevity or any other special allowances.

3.12 Strike: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faith and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

3.13 Regular Status: The satisfactory completion of six (6) month probation period in any job classification in which the employee has not previously achieved regular status.

3.14 Regular Employee: A member of the exclusively recognized bargaining unit defined in the Agreement who has completed the required probationary period for newly hired or rehired employees.

3.15 Part-Time Employees: An employee scheduled on a continuing basis working less than forty (40) hours per week or less than eight (8) hours per day.

ARTICLE 4 EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, neither the Union, nor any of the employees covered by this Agreement, will cause, encourage, participate in or support any strike, slow down, mass absenteeism, or other interruption of or interference with the normal functions of the Employer. In the event that an 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 work. If the employee continues to violate any of the provisions of this Article, he/she may be discharged or otherwise disciplined.

ARTICLE 5 EMPLOYER AUTHORITY

5.1 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 schedule; and perform any inherent managerial function not specified limited by this Agreement.

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

5.3 Service to the public may require the establishment of work weeks that include work on Saturdays and/or Sundays.

ARTICLE 6 RIGHT OF SUBCONTRACT

6.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement.

6.2 In the event that the Employer determines to subcontract any 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 thirty (30) calendar days in advance of the implementation of such determination. During such period the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the Unit.

ARTICLE 7 UNION SECURITY

7.1 The Employer shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues.

7.2 The Union may designate employees form the bargaining unit to act as a steward(s) and an alternate and shall inform the Employer, in writing, of such a choice and changes in the position of steward and/or alternate.

7.3 The Employer shall make available a bulletin board for posting Union notices and announcements. The Union agrees to limit the posting of such notices to its bulletin board. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

7.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgements, including attorney's fee, brought or issued against the Employer as a result of any action taken or not taken under the provisions in this Article.

ARTICLE 8 EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

8.1 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.

8.2 Union Representatives: The Employer will recognize Representatives designed by the Union as the grievance representatives of the bargaining unit have the duties and responsibilities established by this Article. The Union shall notify the Employer in writing then names of such Union Representatives and of their successors when so designated, as provided by this Agreement.

8.3 Processing of a Grievance: 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 a 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 normal working hours provided that the employee and the Union representative 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 of the Employer.

8.4 Procedure: Grievance, as defined in Section 8.1, 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 fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by

the Employer. The Employer-designated representative will discuss and shall give an answer to such Step 1 grievance within ten (10) calendar 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 the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated representative who shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (1) calendar days shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services (BMS). Failure to select an arbitrator within ninety (90) days of receipt of the list of arbitrators from the BMS shall be considered a "waiver" of the grievance unless the delay in selection is caused by the Employer or is mutually agreed upon by the parties in writing.

8.5 Arbitrator's Authority

A. The arbitrators shall have no right to amend, modify, nullify, ignore, and 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.

B. The arbitrators shall be fine without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrators' decision shall be submitted in writing within thirty (30) 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 Agreement and to the facts of the grievance presented.

C. 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 proceedings, the cost shall be shared equally.

8.6 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 on each step may be extended by mutual agreement of the Employer and the Union.

8.7 Choice of Remedy: 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 any employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 8 or a procedure such as: Civil Service or Veteran's Preference. If appealed to any procedure other than Step 4 of Article 8, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 8. 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 hearing procedures the aggrieved employee form making a subsequent appeal through Step 4 of Article 8.

ARTICLE 9 SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Becker. 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 judgement 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. The voided provision may be renegotiated by mutual agreement of both parties.

ARTICLE 10 SENIORITY

10.1 There shall be three types of seniority established by this Agreement

A. Service seniority, which shall be the total length of continuous services with the Employer.
B. Department seniority, which shall be the total length of service within a specific department of the Employer.
C. Classification seniority, which shall be the total length of service within a work classification.

Employee seniority is broken by a voluntary quit, retirement, or discharge for cause.

10.2 Exempt in those instances where senior employees are not qualified to perform remaining work, seniority shall determine in the order of:

A. Layoff, which shall be classification within a department, in inverse order of classification seniority. However, in an employee about to be laid off shall have the right to bump (displace) any employee in a previously held classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped.
B. Temporary, seasonal, and part-time employees in the same classification and department shall precede regular full-time employees in a layoff.
C. Recall from layoff, which shall be by classification within a department, in inverse order of layoff, provided than, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually accepted to the employee and Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for one (1) year at which time all rights to recall shall terminate.

10.3 The initial probationary period shall be six (6) months. The employer may extend the probationary period an additional six (6) months upon written notification to the Union

specifying the reason for said extension. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

10.4 Where all other qualifications are equal, seniority shall apply to full-time employees in accordance with the employee's length of continuous service. This shall include preference on any vacancies or newly created positions.

10.5 Employees will be reduced on the basis of job classification seniority. Employees will be recalled within the job classifications on the basis of job classification seniority. An employee on layoff shall be an opportunity to return to work within the job classification from which the employee was reduced or laid off for a two (2) year period from the time of reduction or layoff, before a new employee is hired or promoted. Any employee on layoff who is notified at the employee's last known address by registered mail to return to work, and who fails to return within twelve (12) workdays shall be considered a voluntarily termination.

10.6 Seniority rosters shall be maintained by the Employer on the basis of time in a specific job classification and department and shall be posted and furnished to the Union annually.

ARTICLE 11 DISCIPLINE

11.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

A. Oral reprimand;
B. Written reprimand;
C. Suspension;
D. Demotion; or
E. Discharge.

11.2 Suspensions, demotions, and discharges will be in written form.

11.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

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

11.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

11.6 Grievances relating to suspensions and discharges shall be initiated by the Union in Step 3 of the Grievance Procedure under Article 8.

11.7 An employee who has disciplinary action placed in their personnel file and who has not had any reoccurrences or additional discipline within a five (5) year period shall have the discipline permanently removed from their personal file.

ARTICLE 12 OVERTIME

12.1 Employees will be compensated at one and one-half (1 ½) times the employee's regular base pay rate for all hours worked in excess of forty (40) hours per week.

12.2 Overtime will be distributed as equally as practicable.

12.3 The base pay rate of 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.

12.4 Holidays, vacation, and sick leave shall count as hours worked.

12.5 Overtime compensation for non-exempt employees shall be made either in cash or compensatory time off, at the employee's option. No employee shall accumulate more than eighty (80) hours in the compensatory time bank, and the hours earned in excess of eighty (80) hours shall be paid in cash at the appropriate rate. All accumulated compensatory time in excess of forty (40) hours not used by the second pay period of December shall be paid in cash at the appropriate rate.

12.6 Part-time employees scheduled to work on Sunday shall be paid time and one-half (1 ½) the employee's base rate of pay for those hours worked on Sunday.

12.7 Employees will have the ability to request a payout of any/all earned compensatory hours at any time. ~~A universal form will be utilized to request payment of the requested compensatory time and will be submitted to Human Resources.~~ Requests for payment of compensatory time will be entered by employees on their online timesheets. Payment for compensatory time will be paid on an employee's paycheck with all other earnings from the associate pay period.

ARTICLE 13 DISCRIMINATION/HARASSMENT POLICY

13.1 Neither the Union nor the Employer will discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief or political belief.

13.2 Employees shall be subject to the discrimination, harassment/sexual discrimination policy as referred to in the County's Personnel Policies.

ARTICLE 14 MILAGE

Employees required to furnish cars for purposes of County business shall be paid at the rate the Internal Revenue Service allows for income tax purposes, which is effective at the time the employee's expense is incurred. This is paid only when County cars are not available. In the event that there is an available County car, which the employee elects not to use, the employee shall be paid at the rate established by the County Board of Commissioners.

ARTICLE 15 CALL BACK TIME

An employee who is called to work during his/her off time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's regular base pay rate. An extension or early report for a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 16 INSURANCE

~~For years 2025 and 2026, the County will continue will the 75-25% split on any increases to health insurance. This includes any increases to single coverage, single plus one coverage, and family coverage.~~

Becker County will pay a flat rate of $200 per month towards Becker County provided health insurance coverage for part-time employees.

16.1 The Employer will maintain the hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and an insurance carrier until such time as the employee is terminated.

16.2 The parties agree to meet and confer regarding any changes to this Article necessary to comply with and/or avoid penalties under the Affordable Care Act.

16.3 The Employer shall establish a Flexible Benefits Plan. Each employee participating in the Plan must purchase the minimum required coverage an individual comprehensive major medical coverage, long-term disability, and basic life insurance under the Plan.

~~Effective January 1, 2018,~~ HSA Compatible Deductible Plan shall be the minimum required health plan.

~~Effective 1/1/2018 the annual~~ The County contribution ~~will remain the same as 2017.~~for 2027 will be one thousand seven hundred dollars ($1,700.00) per month. ~~Effective 1/1/2019 the annual County contribution will increase based on a 50/50 split between Employer and employee based on the single HSA plan premium. The County contribution will be calculated by taking fifty percent (50%) of the single HSA plan premium increase and adding it to the previous year's contribution.~~ The County contribution for 2028 will be one thousand seven hundred dollars ($1,700.00) per month. The County contribution for 2029 will be one thousand seven hundred-fifty dollars ($1,750.00) per month. Employees may receive in cash or use for optional benefits the remaining dollars after the minimum required benefits are deducted from the County's contribution, including those employees who elect to wave the single required health plan.

After enrollment, if any plan falls to ten (10) or less County employees, the Plan goes away for the next open enrollment. (Newly implemented plans will be given two (2) years to exist prior to dropping if there are ten (10) or less enrolled.)

16.4 In accordance with Minnesota Statute § 471.61, A County employee who retires before the age of sixty-five (65) has the option of continuing with the County's group health policy at his/her worn expense under the conditions outlined below:

A. The retiree must meet the age and service requirements necessary for eligibility requirements for an annuity under PERA or be receiving a disability benefit from PERA;
B. The retiree may receive dependent coverage only if the retiree received dependent coverage immediately before leaving employment;
C. The retiree may initially elect dependent coverage as stipulated immediately above and later drop dependent coverage while retaining individual coverage except for certain circumstances which may apply if the retiree becomes eligible for Medicare prior to the dependent(s)' eligibility for Medicare;
D. The monthly premiums will be due by the ~~fifteenth (15th)~~ twentieth (20th) of the preceding month.

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16.5 If at any time, this bargaining unit elects to opt out of the County sponsored heath, dental or vision insurance and voluntarily elects coverage from Teamsters Health and Welfare Fund, the County shall contribute the same monthly dollar amounts that it contributes for its full-time and part-time employees covered by the County sponsored plan(s). The Union shall provide the County notice of its intent to move to the Teamsters

Health and Welfare Fund no later than July 1st for the change to take effect the following year.

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ARTICLE 17 VACATIONS

17.1 Regular employees shall earn vacation based upon the years of service as follows:

0 years to 2 years of services	96 hours of accumulation
3 years through 4 years of service	120 hours of accumulation
5 years through 9 years of service	144 hours of accumulation
10 years through 18 years of service	168 hours of accumulation
19+ years of service	192 hours of accumulation

Vacation shall be earned based on bi-weekly payroll system.

17.2 Vacations may be accumulated by an employee to a maximum of two hundred forty (240) ~~twenty-four (224)~~ hours on ~~the last day of each calendar year~~March 31st of each year. Any vacation leave accumulated in excess of two hundred forty (240) hours as of March 31st will be lost to the employee and donated to the catastrophic medical leave sharing bank.

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17.3 While every effort will be made to give employees the vacation period of their preference, vacations will be scheduled so as not to cause an interruption in the normal operations of the department. Should a conflict in scheduling occur, it will be resolved on the basis of first request, in case of conflict as to preferred dates, seniority shall prevail.

17.4 Requests for vacation leave must be submitted to the employee's designated supervisor. Requests for vacation leave must be submitted at least forty-eight (48) hours in advance of the absence requested and ten (10) calendar days in advance of vacation periods of five (5) days or more duration. All vacation requests are subject to the supervisor's approval. The advance notice requirements may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the Employer. The supervisor shall respond within twenty-four (24) hours to the forty-eight (48) hours request and within five (5) days for the longer period request.

ARTICLE 18 HOLIDAYS

18.1 The following eleven (11) days have been designated as official paid holidays:

New Year's Day	Labor Day
President's Day	Veteran's Day

Martin Luther King Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

18.2 Employees who work a holiday shall be compensated at one and one-half (1 ½) times the employee's base pay rate for all hours worked.

18.3 Employees shall be eligible for holiday pay provided they are on compensated status on the last day worked before and the first workday after the holiday. When a listed holiday falls on a Sunday, the following Monday shall be a non-workday, when a listed holiday falls on Saturday, the preceding Friday shall be a non-workday.

ARTICLE 19 PERSONAL LEAVE DAY AND CHRISTMAS EVE (1/2 DAY)

19.1 Personal Day: Each employee shall be entitled to sixteen (16) hours per calendar year of personal leave. These personal leave hours must be taken by the employee or they will be lost. Employees may take personal leave in increments of not less than one (1) hour.

19.2 Christmas Eve Day: At noon on Christmas Eve, employees shall have the option of taking one-half (1/2) day off using vacation or comp time, or flexing hours during the week of Christmas, or working the remainder of the day. Christmas Eve is not a paid holiday.

ARTICLE 20 LEGAL PROTECTION

The County shall provide, through insurance coverage or otherwise, defense, necessary legal expenses and other costs to an employee against whom a claim is made or a lawsuit is commenced which is based upon the conduct of the employee acting in the regular course of his employment, except for intentional torts and crimes or ordinance violations committed by such employee.

ARTICLE 21 JOB POSTINGS – PROMOTIONS

21.1 Permanent vacancies shall be posted. Employees shall have seven (7) calendar days after posting to complete application for such vacancies. The applicant with the highest seniority and qualifications shall be chosen for the vacancy.

21.2 All promoted employees shall serve a six (6) month trial period. During the trial period a promoted employee may be replaced in the employee's previous position at the sole discretion of the Employer.

21.3 Any employee who fails to achieve permanent status following promotion to a new classification will revert to his/her previously held job classification and anniversary date.

21.4 Part-time and Pro-rated benefits. Any part-time employee who is covered by this agreement is defined as "public employee" or "employee" by Minnesota Statute § 179A.03, subd. 14, shall receive pro-rated benefits subject to a formula which is based on the number of hours worked. Benefits are defined as holidays, insurance, and sick leave for the purposes of this Agreement.

21.5 No employee shall receive a reduction in salary as a result of acceptance of a promotion.

ARTICLE 22 SICK LEAVE

22.1 All regular employees shall be entitled to one (1) day sick leave per month, and shall accumulate sick leave to a maximum of nine hundred and sixty (960) hours. Sick leave shall be earned based on the bi-weekly payroll system. After the maximum nine hundred and sixty (960) hours have been accrued, the next 48 hours of excess accrued time will go in to the employees MSRS – HCSP plan and any remaining hours shall be placed into Becker County's catastrophic sick leave bank. ~~The bargaining unit is not eligible to utilize the County's catastrophic bank.~~ A doctor's certificate may be required for sick leave absences of more than three (3) consecutive days duration, or when an employee on sick leave and abuse is suspected.

22.2 Earned sick leave may be used for absences from work necessitated by the following circumstances and in accordance with MN Minnesota Statute § 181.9413:

A. Because of sickness or injury to an employee which renders the employee unable to perform the duties of employment; Sick leave usage shall be in accordance with Minnesota Statute 181.9413;
B. Because of sickness or injury to an employee's spouse, children, stepchildren, or parents the result of which requires the said employee to attend to their needs;
C. Because of quarantine directed by a medical physician
D. Because of doctor's visits required by employee, employee's spouse, children, or parents.

22.3 If an employee receives a job-related injury to sickness and if eligible for Worker's Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Worker's Compensation and his/her regular salary, not to exceed his/her regular take home pay, for a period not to

exceed sixty (60) days. Beyond sixty (60) days, the difference will be charged to the employee's sick leave account providing the employee chooses to receive his/her full salary.

22.4 Use of the sick leave benefits for reasons other than those stated in Section 22.2 of this Article shall be just cause for disciplinary action as provided in Article 11 (Discipline).

ARTICLE 23 MATERNITY/ADOPTION LEAVE

Effective January 1, 2026, employees and the County will split the cost of premiums for Minnesota Paid Family and Medical Leave (MPFML) on a fifty/fifty (50/50) basis as allowed under Minnesota Statute § 268B.14.

Employees may at their discretion use their County accrued paid leave from any sick, vacation, comp, personal, or any other accrued banks to supplement their MPFML payments up to an amount not to exceed a combined total of more than one hundred percent (100%) of the employee's regular daily earnings from the County. ~~An unpaid maternity or adoption leave of absence must be granted to a natural parent or adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue for up to three (3) months, provided, however, that s~~Such leave may be extended up to a maximum of one (1) year by mutual consent of the Employer and the employee. Any extended leave shall not be conditioned upon the employee's exhausting all accumulated sick leave and vacation. The Employer's policy for unpaid maternity or adoption leave shall be consistently and uniformly applied among employees in similar circumstances.

ARTICLE 24 LEAVES OF ABSENCE

24.1 Eligibility Requirements: Employees who have twelve (12) months or more of the continuous service with the Employer, may request a paid or unpaid leave of absence except as otherwise provided by law.

24.2 Application for Leave: Any request for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason for the leave of absence being requested and any such further information as may be required by the Employer for such application.

24.3 Authorization for Leave: Authorization for a leave of absence, if granted, at the sole discretion of the Employer, shall be furnished to the employee in writing by the

Employer. Any request for a leave of absence shall be answered within thirty (30) days after the date of application was originally submitted to the Employer.

24.4 Disability Leave: Leaves of absence up to one (1) year may be granted, at the sole discretion of the Employer, to any permanent employee, who as a result of an extended illness or injury has exhausted his/her accumulated sick leave. Upon request of the employee, such leave may be extended. The Employer's policy for unpaid disability leave shall be consistently and uniformly applied among employees in similar circumstances.

24.5 Unpaid leaves of absence for reasonable periods, not to exceed one (1) year, may be granted to an employee without loss of seniority for longevity purposes; illness leave (physical or mental) may be extended upon request for like periods.

24.6 Paid leaves of absence shall be granted for service on a jury, with per diem received therefore to be turned ~~back~~ into the County (excluding travel allowance).

24.7 Employees who are members of a Reserve Military Force of the United States or the State of Minnesota, and who are ordered by appropriate authorities to attend a training program or perform other duties under the supervision of the appropriate authority shall be granted paid leave time up to a maximum of fifteen (15) days per year.

24.8 Any regular employee who enters into active military service while in the employment of the Employer, shall be granted a leave of absence for the period of such military services.

24.9 Family Medical Leave Act as referenced in the County Personnel Policy.

24.10 Withdrawal of PERA accumulated deductions shall terminate leave of absence, and shall be permanent employment severance.

24.11 No leave of absence shall be granted for any reason prior to one (1) year of continuous service to the Employer by the employee.

24.12 Bereavement leave: A leave up to three (3) days shall be granted upon the death of an immediate family member defines as follows: employee's spouse, children, stepchildren, grandchildren, parents, stepparents, father/mother-in-law, step siblings, aunts and uncles, nieces and nephews, and first cousins. One (1) day of paid leave for the death of an eligible family member not otherwise specified in the bereavement schedule, subject to the definition of family members outlined in Minnesota Statue § 181.9445, Subd. 7. An additional sixteen (16) hours of leave shall be granted from employee's sick/vacation accounts with proper approval from department head.

ARTICLE 25 WAIVER

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

25.2 Parties mutual 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 terms and condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

25.3 The Employer and the Union each voluntarily and unqualified waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement of with respect to any term or condition or employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or borth parties at the time this Agreement was negotiated or executed.

25.4 This Agreement may be amended by the mutual agreement of the Employer and the Union during the life of the Agreement.

ARTICLE 26 CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 27 WAGES

27.1 During the term of this Agreement, employees shall be paid in accordance with Appendix "A" which is attached hereto and incorporated herein.

Employees shall receive a step increase on their anniversary date.

~~2024 2.5% COLA plus step, retro back to January 1, 2024~~
~~2025 3.5% COLA plus step~~
~~2026 3.5% COLA plus step~~
2027 3.5% COLA
2028 3.5% COLA
2029 3.5% COLA

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~~Becker County's proposal to implement the 2.5% COLA increase based on their current 2023 base wages on January 1, 2024, all employees shall be placed on new 10 step pay~~

~~grid on April 1, 2024. If employee is currently at the top step of the current grid and anniversary date has passed before implementation of contract employee shall receive an additional step if applicable on April 1, 2024. If anniversary date is after contract implantation employees' steps will occur on their regular anniversary.~~

27.2 Pay days shall be bi-weekly.

~~27.3 Retro Pay: All employees that separate employment with Becker County will receive retro pay for all hours worked from January 1 to the date the contract is signed by Becker County Administration.~~

ARTICLE 28 LONGEVITY

28.1 In order to recognize the employee who remains in the employment of the Employer on a continuous basis, a longevity program is established, effective July 1, 1987. In order to determine eligibility for longevity, the employee's last day of hire will be the commencement date for calculating longevity. Longevity pay shall be paid on the following basis:

Years of Service	Percent of Salary Increase
0-5 years	0%
6-10 years	1%
11-15 years	2%
16-20 years	5%
21-25 years	7%
26-30 years	8%
Over 30 years	9%

Employees hired after April 24, 2018, shall receive three percent (3%) after starting their 16th year of employment.

28.2 Said longevity payment shall be paid each month and shall be based upon longevity computed on the length of service calculated as provided above as of the anniversary month of the employee's last date of hire.

ARTICLE 29 SEVERANCE PAY

Employees hired prior to January 1, 2014 who have completed five (5) years of service and honorably separated, including medical separation, shall be entitled to seventy percent (70%) of their unused sick leave as severance pay, however, said severance pay shall not include any banked sick leave hours.

All employees hired on or after January 1, 2024, will be subject to the following Severance Pay:

Years of Service	Percent of Sick Leave
5 yrs	40%
10 yrs	50%
15 yrs	60%
20 yrs	70%

ARTICLE 30 PERSONAL ITEMS BROKEN OR LOST

30.1 Department heads shall determine on a case-by-case basis whether to reimburse an employee for personal items broken or lost while working, said reimburse an employee for personal items broken or lost while working, said reimbursement not to exceed the sum of one hundred fifty dollars ($150). Personal items, for purposes of this section, as defined as: articles of clothing, glasses. Watches or jewelry broken, torn or soiled by a client, customer or by conditions beyond the control of the employee.

30.2 Personal items shall not include: Car insurance deductibles, car repairs, personal items brough to work, which are not work related, i.e., picture frames, and items broken through improper use of equipment or supplies.

ARTICLE 31 SAFETY

The Employer will contribute the sum of two hundred and fifty dollars ($250) per year for boot allowance or protective gear for all employees how meet OSHA requirements. Transfer Station, Recycling Center, and Natural Resources employees who meet OSHA requirements shall have an allowance of three hundred and fifty dollars ($350) per year for boot allowance or protective gear. The employees shall be allowed to use the entire dollar amount any time within the term of this Agreement. Receipts must be provided to receive reimbursement.

The Sheriff's Department shall provide all security screeners with two blazer jackets when hired. If during the course of their employment, the blazer jacket needs to be replaced because of conditions such as worn-out, torn, scuffed, etc., the sheriff will replace the blazer jackets at no cost to the employee at that time with his approval.

ARTICLE 32 POST RETIREMENT HEALTH CARE SAVINGS PLAN (PRHCSP) AND MN STATE RETIREMENT SYSTEM (MSRS)

32.1 Employees shall have a percentage of their gross income paid into their individual MSRS/HCSP accounts based on the following formula:

0-5 years	1%

6-10 years	2%
11-15 years	3%
16-20 years	4%
21+ years	5%

32.2 ~~Employees shall have one hundred percent (100%) of their severance payments placed into their MSRS/HCSP accounts.~~ The employees shall have the choice to have their severance payment placed into their MSRS/HCSP, Deferred Compensation, HSA/HRA accounts or directly paid out on their final payroll.

32.3 In the event that contributions to the Post Employment Health Care Savings Plan (PEHCSP) are determined to be insurance contributions for purposes of the Affordable Care Act (ACA) Cadillac tax and cause the Employer to be subject to a penalty, tax or fine, the PEHCSP will be eliminated.

ARTICLE 33 DURATION

This agreement is effective for the period of January 1, ~~2024~~2027, and shall remain in full force and effective until December 31, ~~2026~~2029.

County of Becker

_____ _____
Erica Jepson, Becker County Board Chair Date

_____ _____
Carrie Smith, Becker County Administrator Date

Minnesota Teamsters Local No. 320

_____ _____
Marika Olivier, Business Agent Date

_____ _____
Zac Baer, Union Steward Date

_____ _____
Rachel Bartee, Union Steward Date

_____ _____
McKenzie Olson, Union Steward Date

_____ _____
Isabel Ramirez, Union Steward Date

_____ _____
Brooke Vickmark, Union Steward Date

LABOR AGREEMENT

between

COUNTY OF BECKER

and

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320

Representing

HUMAN SERVICES EMPLOYEES

EFFECTIVE JANUARY 1, ~~2024~~ 2027, THROUGH DECEMBER 31, ~~2026~~2029

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LABOR AGREEMENT
between
BECKER COUNTY
and
MINNESOTA TEAMSTERS PUBLIC
AND LAW ENFORCEMENT EMPLOYEES UNION, LOCAL NO. 320
(Human Services)

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Becker, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local 320, hereinafter called the Union. It is the intent and purpose of this Agreement to:

1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and,

1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes for:

"All employees of the Becker County Human Services Department who are public employees within the meaning of Minnesota Statute §179A.03, subd. 14, excluding supervisory, confidential, and all other employees."

ARTICLE 3 DEFINITIONS

3.1 Union: The MN Teamsters Public and Law Enforcement Employees Union, Local #320

3.2 Union Member: A member of the MN Teamsters Public and Law Enforcement Employees' Union, Local #320.

3.3 Employee: A member of the exclusively recognized bargaining unit.

3.4 Department: The Becker County Human Services Unit.

3.5 Employer: The County of Becker.

3.6 Union Officer: Officer elected or appointed by the MN Teamsters Public and Law Enforcement Employees' Union, Local #320.

3.7 Work Period: Regularly scheduled workday of eight (8) hours per day. Work year of 2,080 hours per year.

3.8 Lunch and Rest Breaks: There shall be one unpaid thirty (30) minute lunch break approximately midway through an eight-hour workday. Employees shall have two (2) fifteen (15) minute paid breaks during an eight (8) hour scheduled work shift. Employees may take their first fifteen (15) minute break approximately midway through the first half of their scheduled shift, prior to their unpaid meal break, consistent with the work needs of the County. Employees may take their second fifteen (15) minute break approximately midway through the second half of their scheduled workday, after their unpaid mail break, consistent with the needs of the County. Under no circumstances shall the fifteen (15) minute breaks be combined with lunch, nor shall the fifteen (15) minute breaks or unpaid meal break be used to allow an employee to leave work early. Any breaks not used are forfeited.

3.9 Benefits: Benefits shall accrue at eight (8) hours per day or 2,080 hours per year or portion thereof.

3.10 Overtime: Work performed at the express authorization of the Employer in excess of forty (40) hours within a seven (7) day period. No overtime shall be paid to an exempt employee.

3.11 Base Pay Rate: The employee's hourly wage exclusive of longevity or any other special allowances.

3.12 Strike: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or absence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

3.13 Regular Status: The satisfactory completion of six (6) month probation period in any job classification in which the employee has not previously achieved regular status.

3.14 Regular Employee: A member of the exclusively recognized bargaining unit defined in the Agreement who has completed the required probationary period for newly hired or rehired employees.

3.15 Part-Time Employee: An employee scheduled on a continuing basis working less than forty (40) hours per week or less than eight (8) hours per day.

3.16 Professional Employee: a person employed as a ~~Social Worker~~ Human Services Specialist, Licensed Nurses, and Nutrition Coordinator by Becker County Department of Human Services.

ARTICLE 4 EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, neither the Union, or any of the employees covered by this Agreement, will cause, encourage, participate in or support any strike, slow down, mass absenteeism, or other interruption of or interference with the normal functions of the Employer. In the event that an 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 work. If the employee continues to violate any of the provisions of this Article, he/she may be discharged or otherwise disciplined.

ARTICLE 5 EMPLOYER AUTHORITY

5.1 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 schedule; and to perform any inherent managerial function not specifically limited by this Agreement.

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

ARTICLE 6 RIGHT OF SUBCONTRACT

6.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement.

6.2 In the event that the Employer determines to subcontract any 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 thirty (30) calendar days in advance of the implementation of such determination. During such period the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the Unit.

ARTICLE 7 UNION SECURITY

7.1 The Employer shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues.

7.2 The Union may designate employees from the bargaining unit to act as a steward(s) and an alternate and shall inform the Employer, in writing, of such choice and changes in the position of steward and/or alternate.

7.3 The Employer shall make available a bulletin board for posting Union notices and announcements. The Union agrees to limit the posting of such notices to its bulletin board. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

7.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suites, orders or judgements, including attorney's fees, brought to issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 8 EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

8.1 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.

8.2 Union Representatives: The Employer will recognize the 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, as provided by this Agreement.

8.3 Processing of a Grievance: 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 normal working hours provided that the employee and the Union Representative 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 of the Employer.

8.4 Procedure: Grievance, as defined in Section 8.1, 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 fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and shall give an answer to such Step 1 grievance within ten (10) calendar 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 the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated representative who shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar day shall be considered waived.

Step 3: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may appeal to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services (BMS). Failure to select an arbitrator within ninety (90) days of receipt of the list of

arbitrator from the BMS shall be considered a "waiver" of the grievance unless the delay in selection is caused by the Employer or is mutually agreed upon by the parties in writing.

8.5 Arbitrators' Authority:

A. The arbitrators 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 submitted.
B. The arbitrators 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 arbitrators' decision shall be submitted in writing within thirty (30) 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 arbitrators' interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
C. The fees and expenses for the arbitrators' 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.

8.6 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 the 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.

8.7 Choice of Remedy: 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 to either Step 4 of Article 8 or a procedure such as: Civil Service, Veteran's Preference. If appealed to any procedure other than Step 4 of Section 8, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 8. 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 hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 8.

ARTICLE 9 SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Becker. 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. The voided provision may be renegotiated by mutual agreement of both parties.

ARTICLE 10 SENIORITY

10.1 There shall be three types of seniority established by this Agreement.

A. Service Seniority, which shall be the total length of continuous service with the Employer.
B. Department Seniority, which shall be the total length of service within a specific department of the Employer.
C. Classification Seniority, which shall be the total length of service within a work classification.

10.2 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of;

A. Layoff, which shall be classification within a department, in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any employee in a previously held classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she has greater department seniority than the employee who is to be bumped.
B. Recall from layoff, which shall be classification within a department, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for one (1) year, at which time all rights to recall shall terminate.

10.3 The initial probationary period shall be six (6) months. The Employer may extend the probationary period an additional six (6) months upon written notification to the Union specifying the reasons for said extension. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.

10.4 Where all other qualifications are equal, seniority shall apply to full-time employees in accordance with the employee's length of continuous service. This shall include preference on any vacancies or newly created positions.

10.5 The policy for promotions shall continue, which provides for posting within the Department and giving first preference to employees within the Department if equally qualified as other applicants.

ARTICLE 11 DISCIPLINE

11.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

A. Oral reprimand;
B. Written reprimand;
C. Suspension;
D. Demotion; or
E. Discharge.

11.2 Suspensions, demotions, and discharges will be in written form.

11.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.

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

11.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

11.6 Grievances relating to suspensions and discharges shall be initiated by the Union in Step 3 of the Grievance Procedure under Article 8.

11.7 An employee who has disciplinary action placed in their personnel file and who has not had any reoccurrences or additional discipline within a five (5) year period shall have the discipline permanently removed from their personnel file.

ARTICLE 12 OVERTIME

12.1 Employees, except an exempt employee, will be compensated at one and one half (1½) times the employee's regular base pay rate for all hours worked in excess of forty (40) hours per week.

12.2 Overtime will be distributed as equally as practicable.

12.3 The base pay rate of 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.

12.4 Holidays, vacations, and sick leave shall count as hours worked.

12.5 Overtime compensation for non-exempt employees shall be made either in cash or compensatory time off, at the employee's option, No employee shall accumulate more than eighty (80) hours in the compensatory time bank, hours earned in excess of eighty (80) hours shall be paid in cash at appropriate rate. All accumulated compensatory time in excess of forty (40) hours not used by the second pay period of December shall be paid in cash at the appropriate rate.

12.6 Employees will have the ability to request a payout of any/all earned compensatory hours at any time. A universal form will be utilized to request payment of the requested compensatory time and will be submitted to Human Resources.

ARTICLE 13 ON-CALL

The Employer will provide a schedule of on-call duty to employees. Supervisors may perform on-call duty as the Employer deems appropriate, in its sole discretion. ~~Social Workers~~ Human Services Specialists in on-call status shall immediately answer and response to any calls received, be personally prepared to conduct business, and make in person contact if deemed necessary. The determinations of the timing of a necessary contact shall be completed during screening and shall be no later than twenty-four (24) hours after the County's receipt of the report. Compensation for on-calls status shall be:

1. One hundred seventy-five dollars ($175.00) per weekend from 4:30 pm Friday until 8:00 am on Monday. Retro back to January 1, 2023.

2. Seventy-five dollars ($75.00) per day on Holidays. A holiday shall begin at 4:30 pm the day before the holiday and end at 8:00 am the day after the holiday. Retro back to January 1, 2023.

An employee who is called to duty to work outside of the normal on-call schedule shall receive a minimum of two (2) hours pay at a rate of one and one half (1½) times the employee's normal base rate of pay. Retro back to January 1, 2023.

The on-call payment shall include taking the call and the initial screening. If the ~~Social Worker~~ Human Services Specialist is required to spend more than thirty (30) minutes handling the call or responding to the call they shall be allowed to flex the additional time.

ARTICLE 14 DISCRIMINATION/HARASSMENT POLICY

14.1 Neither the Union nor the Employer will discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief or political belief.

14.2 Employees shall be subject to the discrimination, harassment/sexual discrimination policy as referred in the County's personnel policies.

ARTICLE 15 MILEAGE

Employees required to furnish cars for purposes of County business shall be at the rate the Internal Revenue Service allows for income tax purposes which is effective at the time the employee's expense is incurred. This is paid only when County cars are not available. In the event there is an available County car, which the employee elects not to use, the employee shall be paid at the rate established by the County Board of Commissioners.

ARTICLE 16 CALL BACK TIME

An employee, except an exempt employee, who is called to work during his/her off time shall receive a minimum of two (2) hours pay at one and one half (1½) times the employee's regular base pay rate. An extension or early report for a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 17 INSURANCE

~~For years 2025 and 2026, the County will continue with the 75-25% split on any increase to health insurance. This includes any increases to single coverage, single plus one coverage, and family coverage.~~

Becker County will pay a flat rate of $200 per month towards Becker County provided health insurance coverage for part-time employees.

17.1 The Employer will maintain the hospital and medical insurance program subject to other limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier until such time as the employee is terminated.

17.2 The parties agree to meet and confer regarding any changes in this Article necessary to comply with and/or avoid penalties under the Affordable Care Act.

17.3 The Employer shall establish a Flex Benefits Plan. Each employee participating in the Plan must purchase the minimum required coverage – individual comprehensive major medical coverage, long-term disability and basic life insurance under the Plan.

~~Effective 1/1/2018 the annual contribution will remain the same as 2017. Effective 1/1/2019 t~~The County ~~annual~~ contribution for 2027 will be one thousand seven hundred dollars ($1,700.00) per month. ~~increased based on a 50/50 split between Employer and employee based on the single HSA plan premium. The County contribution will be calculated by taking fifty percent (50%) of the single HSA plan premium increase and adding it to the previous year's contribution.~~ The County contribution for 2028 will be one thousand seven hundred dollars ($1,700.00) per month. The County contribution for 2029 will be one thousand seven hundred-fifty dollars ($1,750.00) per month. Employees may receive in cash or use for optional benefits the remaining dollars after the minimum required benefits are deducted from the County's contribution, including those employees who elect to waive the single required health plan.

After enrollment, if any plan falls to ten (10) or less County employees, the Plan goes away for the next open enrollment. Newly implemented plans will be given two (2) years to exist prior to dropping if there are ten (10) or less enrolled.

17.4 In accordance with the Minnesota Statute §147.61, a County employee who retires before the age of sixty-five (65) has the option of continuing with the County's group health policy at his/her own expense under the conditions outlined below:

A. The retiree must meet the age and service requirements necessary for eligibility requirements for an annuity under PERA or be receiving disability benefits from PERA;
B. The retiree may receive dependent coverage only if the retiree received dependent coverage immediately before leaving employment;
C. The retiree may initially elect dependent coverage as stipulated immediately above and later drop dependent coverage while retaining individual coverage. The

retiree may not drop individual coverage and retain dependent coverage except for certain circumstances which may apply if the retiree becomes eligible for Medicare prior to the dependent(s) eligibility for Medicare;

D. The monthly premiums will be due the ~~fifteenth (15th)~~twentieth (20th) of the preceding month.

17.5 If at any time, this bargaining unit elects to opt out of the County sponsored health, dental, or vision insurance and voluntarily elects coverage from the Teamsters Health and Welfare Fund, the County shall contribute the same monthly dollar amount that it contributes for its full-time or part-time employees covered by the County sponsored plan(s). The Union shall provide the County notice of its intent to move to the Teamsters Health and Welfare Fund no later than July 1st for~~of~~ the change to take effect the following year.

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ARTICLE 18 VACATIONS

18.1 Regular ~~non-exempt~~ employees shall earn vacation based upon the years of service as follows:

0 years through 2 years of Service	96 hours of accumulation
3 years through 4 years of service	120 hours of accumulation
5 years through 9 years of service	144 hours of accumulation
10 years through 18 years of service	168 hours of accumulation
19+ years of service	192 hours of accumulation

Vacation shall be earned on the bi-weekly payroll system.

18.2 Vacations may be accumulated by an employee to a maximum of two hundred twenty-four (224) hours on the last day of each calendar year.

18.3 While every effort will be made to give employees the vacation period of their preference, vacations will be scheduled so as not to cause an interruption in the normal operation of the department. Should a conflict in scheduling occur, it will be resolved on the basis of first request, in case of conflict as to preferred dates, seniority shall prevail.

18.4 Supervisor shall respond within a reasonable time to vacation request submitted by the employee.

ARTICLE 19 HOLIDAYS

19.1 The following eleven (11) days have been designated as official paid holidays:

New Years Day	Labor Day
President's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

19.2 Employees who work a holiday shall be compensated at one and one half (1½) times the employee's based pay rate for all hours worked.

19.3 Employee shall be eligible for holiday pay provided they are on compensated status on the last workday before and the first workday after the holiday. When a listed holiday falls on a Sunday, the following Monday shall be a non-workday, when a listed holiday falls on Saturday, the preceding Friday shall be a non-workday.

ARTICLE 20 PERSONAL LEAVE DAY AND CHRISTMAS EVE (1/2 DAY)

20.1 Personal Day: Each employee shall be entitled to sixteen (16) hours per calendar year of personal leave. These personal leave hours must be taken by the employee or they will be lost. Employees may take personal leave in increments of not less than one (1) hour.

20.2 Christmas Eve Day: At noon on Christmas Eve, the employees shall have the option of taking one half (1/2) day off using vacation or comp time, or flex hours during the week of Christmas, or working the remainder of the day. Christmas Eve is not a paid holiday.

ARTICLE 21 LEGAL PROTECTION

The County shall provide, through insurance coverage or otherwise, defense, necessary legal expenses and other costs to an employee against whom a claim is made or a lawsuit is commenced which is based upon the conduct of the employee acting in the regular course of his employment, except for intentional torts and crimes or ordinance violations committed by such employee.

ARTICLE 22 JOB POSTINGS – PROMOTIONS

22.1 Permanent vacancies shall be posted. Employees shall have seven (7) calendar days after posting to complete application for such vacancies. The applicant with the highest seniority and qualifications shall be chosen for the vacancy.

22.2 All promoted employees shall serve a six (6) months trial period. During the trial period, a promoted employee may be replaced in the employee's previous position at the sole discretion of the employer.

22.3 Any employee who fails to achieve permanent status following promotion to a new classification will revert to his/her previously held job classification and anniversary date.

22.4 Part-time and Pro-rated Benefits. Any part-time employee who is covered by this Agreement as is defined as "public employee" or "employee" by Minnesota Statute § 179A.03, subd. 14, shall receive pro-rated benefits subject to a formula which is based on the number of hours worked. Benefits are defined as holidays, insurance and sick leave for the purposes of this Agreement.

22.5 No employee shall receive a reduction in salary as a result of acceptance of a promotion.

ARTICLE 23 SICK LEAVE

23.1 All regular employees shall be entitled to one (1) day sick leave per month, and shall accumulate sick leave to a maximum of nine hundred and sixty (960) hours. Sick leave shall be earned on the bi-weekly payroll system. After the maximum nine hundred and sixty (960) hours have been accrued.~~, the next 48 hours of excess accrued sick time will go into the employee's MSRS-HCSP plan and any remaining hours shall be placed into Becker County's catastrophic sick leave bank.~~ Half of the overage hours will be contributed to the employee's MSRS HCSP account and the other half will be donated to the County wide catastrophic medical leave bank. ~~The bargaining unit is not eligible to utilize the County's catastrophic bank.~~ A doctor's certificate may be required for sick leave absences of more than three (3) consecutive days duration, or when an employee is on sick leave and abuse is suspected.

23.2 Earned sick leave may be used for absences from work necessitated by the following circumstances:

A. Because of sickness or injury to an employee which renders the employee unable to perform the duties of employment; Sick leave usage shall be in accordance to Minnesota Statute §181.9413
B. Because of sickness or injury to an employee's spouse, children, stepchildren, or parents, the result of which requires the said employee to attend to their needs;
C. Because of quarantine directed by a medical physician;

D. Because of doctors' visits required by employee, employee's spouse, children, stepchildren or parents.

23.3 If an employee receives a job-related injury or sickness and if eligible for Worker's Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Worker's Compensation and his/her regular salary, not to exceed his/her regular take home pay, for a period not to exceed sixty (60) days. Beyond sixty (60) days, the difference will be charged to the employee's sick leave account providing the employee chooses to receive his/her full salary.

23.4 Use of sick leave benefits for reasons other than those stated in Section 22.2 of this Article shall be just cause for disciplinary action as provided in Article 11 – Discipline.

23.5 Employees employed prior to July 1, 1986, shall earn sick leave as per the schedule of the Becker County Welfare Department previous to July 1, 1985.

ARTICLE 24 MATERNITY/ADOPTION LEAVE

Effective January 1, 2026, employees and the County will split the cost of premiums for Minnesota Paid Family and Medical Leave (MPFML) on a fifty/fifty (50/50) basis as allowed under Minnesota Statute § 268B.14.

Employees may at their discretion use their County accrued paid leave from any sick, vacation, comp, personal, or any other accrued banks to supplement their MPFML payments up to an amount not to exceed a combined total of more than one hundred percent (100%) of the employee's regular daily earnings from the County. ~~An unpaid maternity or adoption leave of absence must be granted to a natural parent or adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue for up to three (3) months, provided, however, that s~~Such leave may be extended up to a maximum of one (1) year by mutual consent of the Employer and the employee. Any extended leave shall not be conditioned upon the employee's exhausting all accumulated sick leave and vacation. The Employer's policy for unpaid maternity or adoption leave shall be consistently and uniformly applied among employees in similar circumstances.

ARTICLE 25 LEAVES OF ABSENCE

25.1 Eligibility Requirements: Employees who have twelve (12) months or more of continuous service with the Employer, may request a paid or unpaid leave of absence except as otherwise provided by law.

25.2 Application for Leave: Any time requested for a leave of absence shall be submitted in writing by the employee to the Employer. The request shall state the reason for the leave of absence being requested and any such further information as may be required by the Employer for such application.

25.3 Authorization for Leave: Authorization for a leave of absence, if granted, at the sole discretion of the Employer, shall be furnished to the employee in writing by the Employer. Any request for a leave of absence shall be answered within thirty (30) days after the date of application was originally submitted to the Employer.

25.4 Disability Leave: Leaves of absence up to one (1) year may be granted, at the sole discretion of Employer, to any permanent employee, who as a result of an extended illness or injury has exhausted his/her accumulated sick leave. Upon request of the employee, such leave may be extended. The Employer's policy for unpaid disability leave shall be consistently and uniformly applied among employees in similar circumstances.

25.5 Bereavement Leave: A leave of up to three (3) days shall be granted upon the death of a member of the immediate family defined as follows: employee's spouse, children, stepchildren, son/daughter-in-law, parents, stepparents, father/mother-in-law, brother, sister, brother/sister-in-law, stepsiblings, grandparents, grandchildren, aunts/uncles, nieces/~~and~~ nephews, and first cousins. One (1) day of paid leave for the death of an eligible family member not otherwise specified in the bereavement schedule, subject to the definition of family members outlined in Minnesota Statute § 181.9445, Subd. 7. Upon to an additional sixteen (16) hours of sick/vacation leave shall be granted with the approval of the department head.

25.6 Unpaid leaves of absence for reasonable periods, not to exceed one (1) year, may be granted to an employee without loss of seniority for longevity purposes; illness leave (physical or mental) may be extended upon request for like periods.

25.7 Paid leaves of absence shall be granted for service on a jury, with per diem received therefore to be turned back to the County (excluding travel allowance).

25.8 Employees who are members of a Reserve Military Force of the United States or the State of Minnesota, and who are ordered by appropriate authorities to attend a training program or perform other duties under the supervision of the appropriate

authorities shall be granted paid leave time up to a maximum of fifteen (15) days per year.

25.9 Any regular employee who enters into active military service while in the employment of Employer, shall be granted a leave of absence for the period of such military service.

25.10 Family Medical Leave Act as referenced in the County Personnel Policy.

25.11 Withdrawal of PERA accumulated deductions shall terminate leave of absence, and shall be a permanent employment severance.

25.12 No leave of absence shall be granted for any reason prior to one (1) year of continuous service to the Employer by the employee.

ARTICLE 26 WAIVER

26.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement are hereby suspended.

26.2 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 law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

26.3 The Employer and the Union each voluntarily and unqualified waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition or employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

26.4 This Agreement may be amended by the mutual agreement of the Employer and the Union during the life of the Agreement.

ARTICLE 27 CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 28 WAGES

28.1 During the term of this Agreement, employees shall be paid in accordance with Appendix A which is attached hereto an incorporated herein.

Employees shall receive a step increase on their anniversary date.

~~2024 2.5% COLA plus step, retro back to January 1, 2024~~
~~2025 3.5% COLA plus step~~
~~2026 3.5% COLA plus step~~
2027 3.5% COLA
2028 3.5% COLA
2029 3.5% COLA

~~Becker County's proposal to implement the 2.5% COLA increases based on their current 2023 base wages on January 1, 2024 all employees shall be placed on new ten (10) step pay grid on April 1, 2024. If an employee is currently at the top step of the current grid and anniversary date has passed before implementation of contact employee shall receive an additional step if applicable on April 1, 2024. If the anniversary date is after contract implementation, employees' steps will occur on their regular anniversary date.~~

~~28.2 Retro Pay: all employees that separate employment with Becker County will receive retro pay for all hours worked from January 1 to the date the contract is signed by Becker County Administration.~~

ARTICLE 29 LONGEVITY

In order to recognize the employee who remains in the employment of the Employer on a continuous basis, a longevity program is established. In order to determine eligibility for longevity, the employee's last date of hire will be commencement date for calculating longevity.

Effective January 1, 2011, each employee shall receive in addition to the regular compensation provided herein, longevity pay which will follow the schedule below:

Years of Service	Percentage of Salary Increase
0-5 years	0%
6-10 years	1%
11-15 years	2%
16-20 years	5%
21-25 years	7%
26-30 years	8%
Over 30 years	9%

Employees hired after April 24, 2018, shall receive three percent (3%) after starting their sixteenth (16th) year of employment.

Said longevity payment shall be paid each month and shall be based upon longevity computed on the length of service calculated as provided above as of the anniversary month of the employee's last date of hire.

ARTICLE 30 SEVERANCE PAY

Employees hired prior to January 1, 2014 who have completed five (5) years of service and honorably separated, including medical separation, shall be entitled to seventy percent (70%) of their unused sick leave as severance pay, however said severance pay shall not include any banked sick leave hours.

All employees hired on or after January 1, 2014 will be subject to the following Severance Pay:

Years of Service	Percent of Sick Leave
5 years	40%
10 years	50%
15 years	60%
20 years	70%

ARTICLE 31 POST RETIREMENT HEALTH CARE SAVINGS PLAN (PRHCSP) MN STATE RETIREMENT SYSTEM (MSRS)

The Employer shall establish and administer a Post Retirement Health Care Savings Plan (PRHCSP) with the State of Minnesota through the Minnesota State Retirement System (MSRS). Participation in this program is mandatory for all employees in the Teamsters Local 320 Bargaining Unit.

31.1 Employees shall have a percentage of their gross income paid into their individual MSRS/HCSP accounts based upon the following formula:

0-5 years	1%
6-10 years	2%
11-15 years	3%
16-20 years	4%
21+ years	5%

31.2 ~~Employees beginning their 6th year through 15th year of employment with the County shall have one hundred percent (100%) of their sick leave severance (Article 29.1)~~

~~upon termination/retirement go into the Plan.~~The employee shall have the choice to have their severance payment placed into their MSRS/HCSP, Deferred Compensation, HSA/HRA accounts or directly paid out on their final payroll.

31.3 In the event that contribution to the Post Employment Health Care Savings Plan (PEHCSP) are determined to be insurance contributions for purposes of the Affordable Care Act (ACA) Cadillac tax and cause the Employer to be subject to a penalty, tax or fine, the PEHCSP will be eliminated.

ARTICLE 32 PERSONAL ITEMS BROKEN OR LOST

32.1 Department heads shall determine on a case-by-case basis whether to reimburse an employee for personal items broken or lost while working, said reimbursement not to exceed the sum of one hundred fifty dollars ($150.00). Personal items, for purposes of this section, as defined as: articles of clothing, footwear, glasses, watches or jewelry broken, torn or soiled by a client, customer or by conditions beyond the control of the employee.

32.2 Personal items shall not include: car insurance deductibles, car repairs, personal items brought to work, which are not related to work. i.e. picture frames and items broken through improper use of equipment or supplies.

ARTICLE 33 MISCELLANEOUS

Becker County to fund the cost of license fees, if required for the position to licensure for RNs, LPNs, and Nutrition.

ARTICLE 34 DURATION

This Agreement is effective for the period of January 1, ~~2024~~ 2027, and shall remain in full force and effect until December 31, ~~2026~~2029.

County of Becker

_____ _____
Erica Jepson, Becker County Board Chair Date

_____ _____
Carrie Smith, Becker County Administrator Date

MN Teamsters Local No. 320

_____ _____
Marika Olivier, Business Agent Date

_____ _____
Paula Ruiz, Union Steward Date

_____ _____
Luke Koran, Union Steward Date

_____ _____
Vickie Rudolph, Union Steward Date

_____ _____
Amber Nelson, Union Steward Date

_____ _____
Chad Baethke, Union Steward Date

_____ _____
Nicole Ledoux, Union Steward Date

BECKER COUNTY BOARD OF COMMISSIONERS

RESOLUTION # 1126-2B

Request To Accept Donated Funds from Lake Eunice Evangelical Free Church

WHEREAS, Lake Eunice Evangelical Free Church, Detroit Lakes, Minnesota, conducted a Vacation Bible School (VBS) fundraising effort to recognize and support local first responders; and

WHEREAS, Lake Eunice Evangelical Free Church donated **$134.25** to the Becker County Sheriff's Office in honor of its Sunday School VBS Program; and

WHEREAS, Lake Eunice Evangelical Free Church donated **$204.50** to Becker County Dispatch in honor of its Sunday School VBS Program; and

WHEREAS, the total donation amount of **$338.75** will be utilized for the benefit of the Sheriff's Office and Dispatch Department in accordance with Becker County policies and applicable laws.

NOW, THEREFORE, BE IT RESOLVED, that the Becker County Board of Commissioners gratefully accepts the donations from Lake Eunice Evangelical Free Church in the amount of **$134.25** for the Becker County Sheriff's Office and **$204.50** for Becker County Dispatch, for a combined total of **$338.75**.

BE IT FURTHER RESOLVED, that the Becker County Board extends its sincere appreciation to Lake Eunice Evangelical Free Church, its congregation, and participants in the Vacation Bible School program for their generosity and support of Becker County's public safety personnel.

Adopted by the Becker County Board of Commissioners this 17th day of November, 2026.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ _____
Carrie Smith
County Administrator

/s/ _____
Erica Jepson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 17th, 2026, as recorded in the record of proceedings.

_____
Carrie Smith
County Administrator

BECKER COUNTY BOARD OF COMMISSIONERS
RESOLUTION 11-26-2C
Request to Apply for 2027 Boat & Water Equipment Grant

WHEREAS, the Becker County Sheriff's Office Water Patrol and Dive Team utilizes remotely operated vehicle (ROV) technology for recreational boating safety, search and recovery operations, underwater hazard identification, and public safety response activities throughout Becker County; and

WHEREAS, the Sheriff's Office currently operates an ROV obtained in 2007 which has exceeded its expected service life, is no longer supported by the manufacturer, and possesses limited operational capabilities that reduce its effectiveness in boating safety, evidence recovery, underwater hazard detection, and emergency response operations; and

WHEREAS, the Becker County Sheriff's Office seeks grant funding to purchase an Oceanbotics SRV-8 Professional Underwater Remotely Operated Vehicle System and related equipment to enhance public safety and recreational boating safety operations; and

WHEREAS, the proposed project has an estimated total cost of $124,070.00, with an estimated grant request of $93,052.50 and a required local match of $31,017.50; and

WHEREAS, the proposed equipment will improve the County's ability to conduct underwater search and recovery operations, locate submerged hazards, recover evidence, and respond to recreational boating incidents while reducing risk to dive team personnel.

NOW, THEREFORE, BE IT RESOLVED, that the Becker County Board of Commissioners hereby authorizes the Becker County Sheriff's Office to apply for the 2027 Federal Recreational Boating Safety (FBE) Supplement Grant through the Minnesota Department of Natural Resources.

BE IT FURTHER RESOLVED, that Becker County commits to providing the required local matching funds, estimated at $31,017.50, contingent upon receipt of the grant award and subsequent County Board approval through the budget and purchasing process.

BE IT FURTHER RESOLVED, that the Becker County Sheriff, or designee, is authorized to execute all grant application documents and related materials necessary to submit the application and administer the grant on behalf of Becker County.

Adopted by the Becker County Board of Commissioners this 17th day of November, 2026.

COUNTY BOARD OF COMMISSIONERS
Becker County, Minnesota

ATTEST:

/s/ Carrie Smith
Carrie Smith
County Administrator

/s/ Erica Jepson
Erica Jepson
Board Chair

State of Minnesota)
) ss
County of Becker)

I, the undersigned being the duly appointed and qualified County Administrator for the County of Becker, State of Minnesota, do hereby certify that the foregoing is a true and correct copy of a Resolution passed, adopted, and approved by the County Board of Commissioners at a meeting held November 17th, 2026, as recorded in the record of proceedings.

Carrie Smith
County Administrator

DEPARTMENT OF NATURAL RESOURCES

2027 Federal Recreational Boating Safety Supplement Grant Information Equipment, Aids to Navigation & Supplies

Application deadline – November 20, 2026

Minnesota Department of Natural Resources is seeking applications for the 2027 Supplemental Boating Safety Equipment and Aids to Navigation Grants in the following boating safety funding areas:

1. Boats, motors and trailers used for boating safety work – including patrol, search & rescue and aids to navigation. Note motor vehicles are not an allowable item under this grant.
2. Buoys, signs, lights and other aids to navigation for boaters – conforming to MN Rules 6110.1500 and water surface use regulations.
3. Other equipment, electronics, supplies or materials used for boating safety enforcement, search and rescue, boating safety education or aids to navigation. Note: drones & officer body cameras are not allowable items under this grant.

Stipulations on the use of the funds:

- If selected for this grant, the county must have a life jacket wear policy for personnel working in boat and water. A policy is highly recommended for all counties but will be required for successful applicants.
- The absolute earliest any items may be ordered or purchased is February 1, 2027 or the date the grant contract has been fully executed (whichever is later). Anything with a purchase order or invoice date prior to the final DNR approval date will not be reimbursed, and the county will be responsible for payment. The county must take delivery and pay for items by August 1, 2027. If you cannot meet the deadline, you must contact us before the grant expires to receive a grant extension. The grant amendment form is created with a new end date and will need county signatures and DNR approval.
- Once *all* items have been received and paid for by the county, you may submit your county invoice for reimbursement. The reimbursement invoice deadline is August 30, 2027 which is 30 days after the grant expires. Invoices received after the deadline will be the responsibility of the county.
- Items proposed must be used specifically for recreational boating safety (RBS). If an item is intended for other uses as well (either on or off the water) you must split the cost and note this on the application.
- No match is required from the county, but please check the information on *Grant Application Process* below for more details.

Application Guidelines:

The panel will consider these factors which should be addressed in your application:

- Does your proposed purchase fit the type of water and use for which it is being requested?
- What is the potential for its need and actual use?
  - Is the purchase for RBS?
  - Is the item single use or multi-functional?
- Is there a cost-benefit for an equipment purchase? How does it relate to the county's boating safety activity level and type of lakes and rivers in the area?
- Is it a cost-effective purchase?
- If the equipment will be used for anything other than 100% RBS, a match at least equal to the percentage of other use is required.

Grant Application Process:

1. Items should be placed in priority order on the application form. Small, related items can be grouped together but should be detailed in a way that they can be logically cut. For example: priority one equipment for three divers and priority two equipment for three divers.
2. **Provide justification for the items you are requesting on the Intended Uses and Justification pages**. Further address the guidelines in the Intended Use and Justification section. *Pages exceeding two will not be reviewed*. Do not include images – you may provide a link to the images instead.
   - Why are you requesting this equipment?
   - Will the county be paying a portion of the expenses? This is required if the equipment use is not 100% boating safety.
   - Is the county replacing the item with a trade-in, thus lowering the cost? Indicate who paid for the item. If the trade-in was originally purchased under this program, you must note that on the application.
   - If equipment is being replaced, is the existing item being replaced because it is broken, unreliable or has served its service life?
3. A 25% county match is required on awards related to dive equipment.
4. Make sure your cost estimates are correct and cover shipping, sales tax (if required), set up, accessories, registration etc. Once the grant is in effect, that is the *maximum* amount the county can claim for reimbursement on their invoice.
5. Ensure the vendor knows they must deliver the item and the county must pay for it within the time frame of the grant (February 1, 2027 (or last approval signature date) – August 1, 2027.
6. Submit one application no later than **November 20, 2026** via email to: adam.block@state.mn.us

Selection Process:

- After November 20, 2026, applications will be reviewed by a panel and awarded based on selection criteria. We may ask for additional information during this process. **Please note that we are NOT able to accommodate all requests**.
- Once you receive notification that your grant proposal was selected, you may begin any pre-purchasing steps your county requires. Depending on your county's requirements you could initiate bidding prior to the grant being signed off, but you MAY NOT issue a purchase order, encumber the county funds, have the item delivered nor have an invoice dated before February 1, 2027 or the date grant is fully executed (whichever is later). **If this occurs, the county will be responsible for payment.**
- If your request is selected, you must expeditiously follow your county grant approval policy and return the grant agreement to us as a PDF/email for DNR approval. Failure to complete the grant paperwork properly can jeopardize your reimbursement.

- Once we receive your signed grant agreement and everything is satisfactory, we will final approve the grant contract and return the executed copies as a PDF/email.
- You must then purchase, take delivery and pay for the items by **August 1, 2027.** If you cannot meet the deadline, you must notify us *before* August 1 to get an extension. An amendment form is created with a new end date and requires both county signatures and a DNR approval signature. Staff time is needed to create an amendment form so do not wait until August 1 to request an extension. The reimbursement invoice deadline (along with a copy of your paid invoice and any other items spelled out in the grant) is 30 days after expiration of grant.
-

Other stipulations on the use of the funds:

On approved equipment items of $5,000 or more, we must obtain Coast Guard approval before we notify you or send out your grant paperwork. When purchased, the item will need to have both a county and special federal property sticker (we will provide). Other requirements, which will be specified in the grant, may also apply to these items.

Submit application via email and direct questions to:

Captain Adam Block
Boating Law Administrator | Division of Enforcement

Minnesota Department of Natural Resources
500 Lafayette Road
St. Paul, MN 55155-4047
(651) 259-5057
Email: adam.block@state.mn.us

OCEANBOTICS INC.

9805 Research Drive, Irvine, CA 92618 USA Phone: (949) 806-0736
Email: rgates@oceanbotics.com

QUOTATION

Quote No	: RJE-60098	**Payment Method**	: Bank Wire
From	: Ryan Gates	**Pricing**	: US Dollars
Date	: 11/05/2026	**Terms**	: Net-30
To	: Becker County Sheriff	**Leadtime**	: 6-8 Weeks
Attn	: Nick Daniel	**F.O.B.**	: CPT

Qty	Model No	Description	Price	Subtotal
1	SRV-8 DSS	SRV-8 Professional Underwater ROV System (350m Depth Rated) – Complete system including ROV with DSS (Digital Surface Station with Ruggedized Laptop, Digital Interface Module (DIM), And Gaming Controller), SubNav OS Software, (2) Hot-Swappable Lithium-Ion Batteries, Integrated 4K Camera, (2) 1500-Lumen Lights, Reel With 150m Copper Tether, (4) Auxiliary Connectors For External Ethernet And Serial Devices, Battery Chargers, Trim Weights, Maintenance Kit, And Wheeled Shipping/Carrying Cases.	$47,995.00	$47,995.00
1	S8-MBIS	Multibeam Beam Imaging Sonar System. Dual-frequency (approx. 750 kHz and 1.2 MHz class) multibeam imaging sonar for real-time navigation and inspection in low-visibility environments.	$27,595.00	$27,595.00
1	S8-Navpod-Standard	Precision Navigation System with Waypoint Navigation Software. Includes Navigation Module with high accuracy IMU, GNSS, and pressure sensor. Autonomous capabilities when utilized with a DVL.	$14,995.00	$14,995.00
1	S8-DVL-50m	Integrated DVL Solution. 50M Altitude and 300m depth rated, ROV benefits from additional capabilities: altitude lock, full position lock, and precision step controls.	$14,995.00	$14,995.00
1	S8-RG-2J	Robotic Grabber with Two Jaw Head, with 85 lbs (38.6 kg) of closing force.	$3,995.00	$3,995.00
1	S8-BM	Spare Battery Set for SRV-8. Includes two Batteries, aluminum housing, battery assembly, battery management electronics, and pelican case.	$5,995.00	$5,995.00
1	S8-OT	Oceanbotics Onsite Training for SRV-8. Oceanbotics will provide two days of training for up to 6 learners.	$7,500.00	$7,500.00
1	Shipping	Shipping and Handling of Complete Unit to End User	$1,000.00	$1,000.00

Total: $124,070.00

This quotation is valid for only 60 days from the date hereof and is automatically canceled thereafter. Any order given us after 60 days above referred to is subject to our acceptance.

OCEANBOTICS

SRV-8

PROFESSIONAL UNDERWATER ROV

The SRV-8 ROV is built for ease of use, allowing operators of all experience levels to quickly master the controls and efficiently carry out complex underwater tasks.

Complete underwater tasks—retrieval, inspection, surveillance, and testing—much faster, easier, and cost-effectively. The SRV-8 ROV's (8) vectored thrusters deliver unmatched maneuverability, with quick deployment in under 3 minutes. Depth-rated to 350m and powered for up to 8 hours, it's built for efficiency in the toughest environments.



Easy to Use & Most Maneuverable

Up to 8 Hrs of Battery Life

Fully Customizable Accessories

Depth Rated to 350 m

In-House Tech Support

SubNav OS: Intuitive ROV Software

Technical Specifications

Width: 43cm *(17in)*
Height: 41cm *(16in)*
Length: 50cm *(19.5in)*
Weight: 18.6kg *(41lb)*
Weight *(w/o batteries):* 13.2kg *(29lb)*

Standard Depth Rating: 350m *(1,148 ft)*

Thrusters: (8) Brushless Direct Current (DC) Thrusters

Power Options:
Battery Power *(Standard)*
- **Runtime:** Up to 8 hours
- **Power Source:** Two hot-swappable battery modules
- **Operating Voltage:** 18V

Direct Power
- **Runtime:** Continuous
- **Power Source:** Topside Power System

Operating Temperature Range:
- In Air: -10°C to +60°C
- In Water: -2°C to +35°C

Video Resolution: 4k
Camera Tilt Range: 140°
Vehicle Pitch Range: 140°
Total Tilt Range: 280°

Lights: Set of 2 adjustable lights *(3,000 lumens)*

Navigation:
- Commercial Grade AHRS/IMU
- Precise Heading
- Altitude
- Pitch & Yaw

Sensors:
- Depth
- Temperature
- Turns Counter
- Humidity
- Pressure

External Ports:
- (1) RS-232/RS-485 connections
- (3) Ethernet connections

ROV Tether Options
- **Copper:**
  - **Diameter:** 4.5mm *(< 0.25in)*
  - **Length:** up to 300m
  - **Breaking Strength:** 350kg *(770lb)*
- **Fiberoptic:**
  - **Diameter:** 4.3mm *(< 1in)*
  - **Length:** 3+ km
  - **Breaking Strength:** 544kg *(1200lb)*
    - *340kg (750 lb) option available*

System Components:
- **Handheld Controller**
- **Ruggedized Laptop**
  - Features a sunlight-readable display
- **Digital Interface Module (DIM)**
  - Enables data transfer and storage between the ROV and the control system
- **SubNav OS Software**
  - Closed-source ROV software that offers intuitive piloting, mission recording, navigation, and easy post-processing with free regular updates.

Popular Accessory Add-Ons:
- Navpod Navigation Solution
- Multi-Beam Imaging Sonar
- Doppler Velocity Log *(DVL)*
- Grabbers & Manipulators
- GPS Positioning System *(USBL)*

Additional Accessory Add-ons
For a complete list of compatible accessory add-ons, scan the QR code or visit
oceanbotics.com/accessories

The Becker County Sheriff's Office is looking to replace are aging video ray ROV with a new Ocean Botics SRV-8. The current ROV we are looking to replace was obtained in 2007 and is no longer supported by the manufacturer. The computer software is not operation on our current computers to run the sonar and remote controls on the ROV. The current ROV only provides a compass heading and not a location. It is very difficult for the operator to figure out the location of the ROV underwater and to identify object's locations.

The new ROV would be Multi-Functional and used for search and recovery operations in open water as well as under the ice without having to endanger a divers safety in poor conditions. The ROV could also be used to locate underwater navigation hazards that could endanger boaters safety and help the sheriff's office prevent collisions with underwater objects. This was something that is very necessary especially after the tornado that put large quantity of debris in Big Floyd Lake. There is still a large quantity of debris in the water. This ROV would allow the Sheriff's Office to be able to search for and recover drowning victims, vehicles, and evidence in an efficient, effective and safe manner. The ROV would be ordered with Multi Beam sonar and lights to search in poor visibility. This is critical due to many incidences occurring at night or water with low visibility. This is the same ROV that multiple Sheriff's Office in Minnesota and the Minnesota DNR have bought. This ROV would be used to assist in search and recovery operations with the Becker County Dive Team as well.

The Current ROV that is being replaced is well past the end of its service life and is no longer supported. Many of its features that used to work are no longer operational and severely limited our ability to use the ROV and in low visuality it makes it nearly inoperable. The grant requires a 25% match with dive related equipment. The Cost of the ROV with training and delivery would be $124,070. Th county would need to put in $31,017.50 to meet the 25% requirement. If the County is successful in obtaining the grant it would cover $93,052.50