

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: December 26, 2023

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present: Dewey Severson, Eric Johnson, Robert Burns, Bob Schuldt, and Greg Myhre

Others Present: Interim Auditor/Treasurer Polly Heberlein, Reporter Charlene Selbee, Reporter Rose Korabek, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Recorder Mary Betz, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Pugleasa, IT Director Andrew Milde, Sheriff Brian Swedberg, Engineer Brian Pogodzinski, Financial Worker Julie Renk, Jailer/Dispatcher Christopher Tuveson, and Chief Deputy Sheriff William Hargrove

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

Prior to any motions being made it was requested that one item be added to action items: consider approval of vacation and sick leave carryover in excess of defined limits for the non-represented positions until the personnel policy is reviewed and updated. Motion was made by Commissioner Johnson, seconded by Commissioner Schuldt, motion unanimously carried to approve the agenda with the addition.

Prior to any motions being made Commissioner Johnson asked that it be clarified in the minutes from the previous week that the three vehicles approved for purchase were used vehicles. Motion was made by Commissioner Johnson, seconded by Commissioner Burns, motion unanimously carried to approve the meeting minutes from December 19, 2023 with the clarification.

Public Comment:

None.

APPOINTMENTS

2023 Employee Recognition awards were awarded as listed below.

2023 Employee Recognition Awards

35 Year Awards

David J Bauer 8/8/1988

Mary A Zaffke 2/27/1992 Includes Non-Consecutive

30 Year Award

Julie A Renk 6/1/1993

25 Year Award

Holly S Felten 10/19/1998

20 Year Awards

Christopher C Tuveson 3/24/2003

Julie K Von Arx-Abnet 11/17/2003

15 Year Awards

Anthony T Dockter 8/4/2008

William L Hargrove 7/1/2008

Brian K Pogodzinski 9/22/2008

10 Year Awards

Erin E Cognac 1/2/2013

Kirby K Fitzpatrick 11/18/2013

Michelle L Herman 1/2/2013

CONSENT AGENDA

None.

ACTION ITEMS

File No. 1 – Commissioners discussed the possibility of advertising for a Request for Proposal (RFP) to fill the 2024 Wildcat Manager Position with Interim Auditor/Treasurer Heberlein and Engineer Pogodzinski. Heberlein said it was the recommendation of the Parks Committee to put out the RFP instead of re-negotiating the contract with the previous Park Manager. Both Heberlein and Pogodzinski said the Park Manager for 2023 had done a good job. Advertising for a RFP would not exclude the 2023 Park Manager from reapplying for the position. Pogodzinski said there was only one aspect of the contract that had not been completed in 2023 and that had been the online reservation system. The County was currently working on an online reservation system that would be owned by the County, but managed by the park manager. Commissioner Burns said he had heard all positive feedback regarding the performance of the 2023 Park Manager. Commissioner Schuldt said he had heard positive feedback about the 2023 Park Manager. He said he had also heard from a member of the Parks

Committee who thought the position should first be offered to the 2023 Manager before putting out an RFP. Commissioner Johnson read from previous Board of Commissioner minutes. In previous minutes Commissioners had discussed first having a one year contract with hopes of extending the future terms. The Commissioners had also discussed continuing with the Park Manager contract to see if the current manager was interested in a longer contract for more than one year. Commissioner Myhre moved, Commissioner Johnson seconded, motion carried unanimously to offer and re-negotiate the contract for the 2024 Wildcat Manager Position to Fireside Management LLC (who had been the Park Manager in 2023). If Fireside Management LLC was not interested in managing Wildcat Park again in 2024 a RFP could then be advertised. The Commissioners voted by roll. All commissioners voted yes.

File No. 2 – Commissioner Burns moved, Commissioner Schuldt seconded, motion carried unanimously to approve 2023 budget amendments to accurately reflect various revenues and expenditures and fund balance usage of the Recorder’s Technology fund and the Compliance fund and amendments to the Road & Bridge 2023 budget.

File No. 3 – Commissioner Burns moved, Commissioner Johnson seconded, motion carried unanimously to designate County Revenue, Road & Bridge, Public Health and Human Services as the 2024 major funds and Debt Service and Capital Projects as minor funds.

File No. 4 – Commissioner Myhre moved, Commissioner Johnson seconded, motion carried four to one to adopt 2024 Tax Levy Resolution 23-49. This would be 3.5% increase. Commissioner Severson voted no. See resolution below.

RESOLUTION NO. 23-49

BE IT RESOLVED, that the certified levy after the deduction of County Program Aid (CPA), in the amount of \$13,592,634 be made on all taxable property in the County of Houston for taxes payable in 2024 in the following amounts by County Fund:

County Revenue	\$ 8,269,576
Road & Bridge	2,943,379
Public Health & Human Services	2,472,149
Bond Fund – 2017A Jail Bonds	1,193,955
Bond Fund – 2020A Jail Bonds	176,400

Total	\$ 15,055,459
Less CPA	(1,462,825)

Total Levy	\$ 13,592,634
	=====

File No. 5 – Commissioner Johnson moved, Commissioner Burns seconded, motion carried unanimously to adopt 2024 Operating Budget Resolution 23-50. See resolution below.

RESOLUTION NO. 23-50
RESOLUTION ADOPTING 2024 CERTIFIED OPERATING BUDGET

	Revenue	Expenditures	Revenues Over (Under) Expenditures
	-----	-----	-----
County Revenue	12,303,279	12,611,679	(308,400)
Road & Bridge	10,827,881	10,937,649	(109,768)
Public Health & Human Services	7,657,137	7,749,331	(92,194)
Debt Service	1,586,433	1,586,433	0
	-----	-----	-----
Grand Total	32,374,730	32,885,092	(510,362)
	=====	=====	=====

File No. 6 – Commissioner Burns moved, Commissioner Myhre seconded, motion carried unanimously to approve vacation and sick leave carryover in excess of defined limits for the non-represented positions until the personnel policy was reviewed and updated. There was currently inequity between the non-represented positions and their represented counterparts. This affected the Finance Director, IT Director, HR Director, Assistant County Attorney, and Nurses.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended including a Finance Meeting.

Commissioners discussed a possible Sick and Safe Time Policy with Human Resources Director Kruger. Kruger said she was looking into the matter to see if the County needed a policy on Sick and Safe Time or if the current policy covered what was required.

Public Comment:

Reporter Rose Korabek said the Argus had reported that Miller would be offered the position of Wildcat Park Manager after comments made by Commissioner Myhre at a previous meeting.

There being no further business at 10:15 a.m. a motion was made by Commissioner Myhre, seconded by Commissioner Burns motion unanimously carried to adjourn the meeting. The next meeting would be a regular meeting on January 2, 2024.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Polly Heberlein, Interim Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 2, 2024**

Date Submitted: December 21, 2023
By: Polly Heberlein, Interim Auditor-Treasurer

ACTION ITEMS

Open Bid for the Official Newspaper 2024.

<u>Reviewed by:</u>	<input type="checkbox"/>	HR Director	<input type="checkbox"/>	Sheriff	
	<input type="checkbox"/>	Finance Director	<input type="checkbox"/>	Engineer	
	<input type="checkbox"/>	IS Director	<input type="checkbox"/>	PHHS	
	<input type="checkbox"/>	County Attorney	<input checked="" type="checkbox"/>	(indicate other dept)	INT.
	<input type="checkbox"/>	Environmental Svcs			A/T
<u>Recommendation:</u>					
<u>Decision:</u>					

RESOLUTION NO. 24-01

2024 OFFICIAL NEWSPAPER

January 2, 2024

WHEREAS, Minn. Statute § 375.12 Subd. 1, requires a county to solicitations of bids annually at the first regular meeting for an official paper;

THEREFORE, BE IT RESOLVED, by the Houston County Board of Commissioners, that the following publications have been designated as the Official Newspaper for publication of minutes, public notices, and other routine county business, with the accepted rates for publication expenses:

OFFICIAL NEWSPAPER FOR 2024 Official proceedings of the County Board and all notices required to be published in the county's official paper. Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ _____

MISCELLANEOUS NOTICES th _____ at are not required to be published in the Official Paper (per column inch). Legal Rate \$ _____ Display Rate \$ _____

FIRST PRINTING OF 2023 FINANCIAL STATEMENT Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ _____

PUBLICATION OF SAMPLE BALLOT INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ _____

PUBLICATION OF TAX FORFEITURE INFORMATION Charge per inch (based on a 7 point type, Arial font, with 8 point leading) \$ _____

PUBLICATION OF DELINQUENT TAX LIST: Charge per inch (based on a 7 point type, Arial font with 8 point leading) \$ _____

CERTIFICATION**

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Polly Heberlein, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 2, 2024.

WITNESS my hand and the seal of my office this 2nd day of January 2024.

Polly Heberlein
Interim Auditor-Treasurer

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 01.02.24

By: Polly Heberlein – Interim Auditor-Treasurer

Consent Agenda:

**Adopt Resolution 24-02 -Account Powers Granted for Merchants Bank
N.A.**

Reviewed by:

____ **HR Director**

____ **Finance Director**

____ **IS Director**

____ **County Attorney**

____ **Environmental Svcs**

County

Sheriff

County

Engineer

____ **PHHS**

Other

(indicate

dept)

____ **Interim Auditor-
Treasurer**

Recommendation:

Decision:

RESOLUTION NO. 24-02

**ACCOUNT POWERS GRANTED
MERCHANTS BANK N.A.**

January 2, 2024

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Interim Auditor/Treasurer Polly Heberlein the authority to open any deposit or share accounts in the name of Houston County and further authorizes Interim Auditor/Treasurer Heberlein, Finance Director Carol Lapham and Board Chairman Severson to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial institution.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 2, 2024.

WITNESS my hand and the seal of my office this 2nd day of January 2024.

Polly Heberlein
Interim Auditor-Treasurer

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 01.02.24

By: Polly Heberlein – Interim Auditor-Treasurer

Consent Agenda:

Adopt Resolution 24-03 - Account Powers Granted for ESB Banking

Reviewed by:

____ **HR Director**

____ **Finance Director**

____ **IS Director**

____ **County Attorney**

____ **Environmental Svcs**

____ **County**

Sheriff

____ **County**

Engineer

____ **PHHS**

Other

**(indicate
dept)**

____ **Interim
Auditor/Treasurer**

Recommendation:

Decision:

RESOLUTION NO. 24-03

**ACCOUNT POWERS GRANTED
ESB BANKING**

January 2, 2024

BE IT RESOLVED, the Houston County Board of Commissioners authorizes County Interim Auditor/Treasurer Polly Heberlein the authority to open any deposit or share accounts in the name of Houston County and further authorizes Interim Auditor/Treasurer Heberlein and Finance Director Carol Lapham, and Board Chairman Severson to endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with the requirement of two signatures with this Financial institution.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Polly Heberlein, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 2, 2024.

WITNESS my hand and the seal of my office this 2nd day of January 2024.

Polly Heberlein
Interim Auditor-Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 2, 2024**

Date Submitted: 12/28/2023

By: Carol Lapham, Finance Director

CONSENT AGENDA REQUEST

APPOINTMENT REQUEST

ACTION REQUEST

Approve resolution designating 2024 Annual Appropriations

<u>Reviewed by:</u>	<input type="checkbox"/> HR Director	<input type="checkbox"/> Sheriff	
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	
	<input type="checkbox"/> County Attorney	<input type="checkbox"/> (indicate	
	<input type="checkbox"/> Environmental Svcs	<input type="checkbox"/> other dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

RESOLUTION NO. 24-04

2024 ANNUAL APPROPRIATIONS

January 2, 2024

WHEREAS, The Houston County Board of Commissioners approved the 2024 Annual Budget on December 26th, 2023;

BE IT RESOLVED, by the Houston County Board of Commissioners, that the following appropriations will be made in 2024 as appropriate from the County Revenue Fund:

ORGANIZATION	2024 BUDGET
SE Minnesota Initiative Fund	\$3,750
SEMAAA	\$2,000
SELCO	\$193,492
Emergency Medical Service	\$15,000
SEMCAC - Senior & Caregiver Advocacy	\$1,500
SEMCAC - Senior Nutrition	\$2,000
SEMCAC - Transportation Program (Donation Rides)	\$1,500
Historical Society	\$37,500
Historical Society - Matching Funds (Maximum)	\$5,000
Southern MN Tourism/Historic Bluff Country	\$942
Agricultural Society	\$20,000
Agricultural Society - Prior Year Financials Additional	\$4,000
RRSWCD	\$129,000
SE MN EMS	\$5,000
TOTAL	\$420,684

CERTIFICATION**

STATE OF MINNESOTA
COUNTY OF HOUSTON

I, Polly K Heberlein, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated January 2, 2024.

WITNESS my hand and the seal of my office this 2nd day of January 2024.

Polly K Heberlein
Interim Houston County Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 3, 2024**

Date Submitted: December 28, 2023

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

- **Consider adoption of the Houston County Earned Sick and Safe Time policy (Attached)**
- **Consider approval of the Memorandum of Agreement with LELS #415 (Attached)**
- **Consider approval of the Memorandum of Agreement with LELS #237 (attached)**
- **Consider approval of the Memorandum of Agreement with LELS #60 (Attached)**
- **Consider reappointing Wayne Runnigen to the Board of Adjustment for a 3 year term ending on 12/31/2026**
- **Consider reappointing Ken Anderson to the Board of Adjustment for a 3 year term ending on 12/31/2026**

APPOINTMENT REQUEST

NONE

HR CONSENT AGENDA REQUEST

Environmental Services Department

- **Approve the rescission of the offer of employment to Lori Ollendieck as a probationary 0.8 FTE Environmental Svcs Clerk, B21**
- **Approve initiating a competitive search for a 0.8 FTE Environmental Svcs Clerk, B21**

<u>Reviewed by:</u>	<input checked="" type="checkbox"/> HR Director	<input checked="" type="checkbox"/> Sheriff	
	<input checked="" type="checkbox"/> Finance Director	<input type="checkbox"/> Engineer	
	<input type="checkbox"/> IS Director	<input type="checkbox"/> PHHS	
	<input type="checkbox"/> County Attorney	<input checked="" type="checkbox"/> (indicate other dept)	<input type="checkbox"/> ES Dir
	<input type="checkbox"/> Environmental Svcs		
<u>Recommendation:</u>			

Decision:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between the County of Houston (“County”) and Law Enforcement Labor Services, Inc., Local No. 60 (“Union”).

WHEREAS, the Union and County are parties to a Labor Agreement in effect from January 1, 2022 to December 31, 2024, establishing terms and conditions of employment for bargaining unit employees; and

WHEREAS, the State of Minnesota adopted Minnesota Statutes §§181.9445, 181.9446, 181.9447, and 181.9448 (“the Statutes”) establishing new requirements for Earned Sick and Safe Time (“ESST”) for all employers; and

WHEREAS, the County has implemented an ESST Policy, effective January 1, 2024, and the implementation affects terms and conditions of employment contained in the Labor Agreement

WHEREAS, the County and Union wish to amend Article 11 of the Labor Agreement (Sick Leave) to acknowledge the ESST Policy and clarify how it will affect existing provisions in the Labor Agreement.

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

1. Effective January 1, 2024, Article 11 of the Labor Agreement is hereby amended as follows:

Article 11. Sick Leave

- 11.1 Full-time employees shall earn sick leave at the rate of 3.7 hours per bi-weekly pay period.
- 11.2 No more than eight hundred (800) hours of accumulated sick leave may be carried over from one year to the next.
- 11.3 All employees who have an accumulated sick leave balance, as of the end of the last payroll period in any calendar year, of more than eight hundred (800) hours, will receive payment for fifty five percent (55%) of those sick leave hours above eight hundred (800) hours, at the end of each year with the understanding that all sick leave hours accumulated in excess of 800 hours will be forfeited and their balance returned to 800 hours prior to the new year. Such payment will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.
- 11.4 Accumulated sick leave may be approved for absences for the following reasons:
 - 11.4.1 Because of illness or injury which prevents the employee from performing job duties and responsibilities.
 - 11.4.2 Because of medical or dental care which cannot be scheduled at a time other than during the employee's normal workday.

- 11.4.3 ~~To care for relatives as set forth in and pursuant to MS §181.9413 as amended.~~ For any use permitted by the County's Sick Policy, and consistent with Minn. Stats. §§ 181.9445, 181.9446, 181.9447, and 181.9448.
- 11.5 The Employer may require written medical verification of an employee's illness, a family member's illness or an employee's ability to return to work following an illness or injury. The Employer agrees to pay for the full cost of obtaining the medical verification. For sick leave hours used as ESST, the Employer may require reasonable documentation as defined by Minn. Stat. § 181.9447.
- 11.6 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may use accumulated vacation or request an unpaid leave of absence in accordance with the provisions of Article 19 (Leave of Absence).
- 11.7 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by Article 20 (Discipline and Discharge).
- 11.8 Notification. Employees unable to report on their work day because of illness or injury shall notify the Sheriff or designee as soon as possible prior to their scheduled starting time. Employees returning to work from sick leave of three (3) days or more duration shall notify the Sheriff or his designee at least one (1) calendar day prior to their scheduled starting time. Employees failing to give such notice may be subject to discipline as provided by Article 20 (Discipline and Discharge).
- 11.9 When sick leave is approved, employees, for compensation purposes, will be considered to have worked their normal workday.
- 11.10 Part-time employees shall earn pro-rata sick leave benefits based on the number of hours actually worked during a pay period, up to fulltime. Part-time employees shall be eligible for ESST pursuant to the County's ESST policy.
- 11.11 Because ESST is a form of sick leave and does not accrue in addition to or on top of sick leave, any accrued and unused sick leave hours, whether considered ESST or not, shall carry over and be paid out in accordance with the Labor Agreement.
2. All other terms and conditions of the Labor Agreement shall remain in full force and effect and shall be unaffected by this MOU or the implementation of the County's ESST Policy.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

FOR THE COUNTY:

FOR THE UNION:

Houston County Board Chair Date

Business Agent Date

Human Resources Director Date

Local #60 Representative Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between the County of Houston (“County”) and Law Enforcement Labor Services, Inc., Local No. 237 (“Union”).

WHEREAS, the Union and County are parties to a Labor Agreement in effect from January 1, 2022 to December 31, 2024, establishing terms and conditions of employment for bargaining unit employees; and

WHEREAS, the State of Minnesota adopted Minnesota Statutes §§181.9445, 181.9446, 181.9447, and 181.9448 (“the Statutes”) establishing new requirements for Earned Sick and Safe Time (“ESST”) for all employers; and

WHEREAS, the County has implemented an ESST Policy, effective January 1, 2024, and the implementation affects terms and conditions of employment contained in the Labor Agreement

WHEREAS, the County and Union wish to amend Article 11 of the Labor Agreement (Sick Leave) to acknowledge the ESST Policy and clarify how it will affect existing provisions in the Labor Agreement.

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

1. Effective January 1, 2024, Article 11 of the Labor Agreement is hereby amended as follows:

Article 11. Sick Leave

- 11.1 Full-time employees shall earn sick leave at the rate of 3.7 hours per bi-weekly pay period.
- 11.2 No more than eight hundred (800) hours of accumulated sick leave may be carried over from one year to the next.
- 11.3 All employees who have an accumulated sick leave balance, as of the end of the last payroll period in any calendar year, of more than eight hundred (800) hours, will receive payment for fifty five percent (55%) of those sick leave hours above eight hundred (800) hours, at the end of each year with the understanding that all sick leave hours accumulated in excess of 800 hours will be forfeited and their balance returned to 800 hours prior to the new year. Such payment will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.
- 11.4 Accumulated sick leave may be approved for absences for the following reasons:
 - 11.4.1 Because of illness or injury which prevents the employee from performing job duties and responsibilities.
 - 11.4.2 Because of medical or dental care which cannot be scheduled at a time other than during the employee's normal workday.

- 11.4.3 ~~To care for relatives as set forth in and pursuant to MS §181.9413 as amended. For any use permitted by the County's Sick Policy, and consistent with Minn. Stats. §§ 181.9445, 181.9446, 181.9447, and 181.9448.~~
- 11.5 The Employer may require written medical verification of an employee's illness, a family member's illness or an employee's ability to return to work following an illness or injury. The Employer agrees to pay for the full cost of obtaining the medical verification. For sick leave hours used as ESST, the Employer may require reasonable documentation as defined by Minn. Stat. § 181.9447.
- 11.6 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may use accumulated vacation or request an unpaid leave of absence in accordance with the provisions of Article 19 (Leave of Absence).
- 11.7 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by Article 20 (Discipline and Discharge).
- 11.8 Notification. Employees unable to report on their work day because of illness or injury shall notify the Sheriff or designee as soon as possible prior to their scheduled starting time. Employees returning to work from sick leave of three (3) days or more duration shall notify the Sheriff or his designee at least one (1) calendar day prior to their scheduled starting time. Employees failing to give such notice may be subject to discipline as provided by Article 20 (Discipline and Discharge).
- 11.9 When sick leave is approved, employees, for compensation purposes, will be considered to have worked their normal workday.
- 11.10 Part-time employees shall earn pro-rata sick leave benefits based on the number of hours actually worked during a pay period, up to fulltime. Part-time employees shall be eligible for ESST pursuant to the County's ESST policy.
- 11.11 Because ESST is a form of sick leave and does not accrue in addition to or on top of sick leave, any accrued and unused sick leave hours, whether considered ESST or not, shall carry over and be paid out in accordance with the Labor Agreement.
2. All other terms and conditions of the Labor Agreement shall remain in full force and effect and shall be unaffected by this MOU or the implementation of the County's ESST Policy.

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

FOR THE COUNTY:

FOR THE UNION:

Houston County Board Chair Date

Business Agent Date

Human Resources Director Date

Local #237 Representative Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the County of Houston ("County") and Law Enforcement Labor Services, Inc., Local No. 415 ("Union").

WHEREAS, the Union and County are parties to a Labor Agreement in effect from January 1, 2022 to December 31, 2024, establishing terms and conditions of employment for bargaining unit employees; and

WHEREAS, the State of Minnesota adopted Minnesota Statutes §§181.9445, 181.9446, 181.9447, and 181.9448 ("the Statutes") establishing new requirements for Earned Sick and Safe Time ("ESST") for all employers; and

WHEREAS, the County has implemented an ESST Policy, effective January 1, 2024, and the implementation affects terms and conditions of employment contained in the Labor Agreement

WHEREAS, the County and Union wish to amend Article 11 of the Labor Agreement (Sick Leave) to acknowledge the ESST Policy and clarify how it will affect existing provisions in the Labor Agreement.

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

1. Effective January 1, 2024, Article 11 of the Labor Agreement is hereby amended as follows:

Article 11. Sick Leave

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- 11.2 No more than eight hundred (800) hours of accumulated sick leave may be carried over from one year to the next.
- 11.3 All employees who have an accumulated sick leave balance, as of the end of the last payroll period in any calendar year, of more than eight hundred (800) hours, will receive payment for fifty five percent (55%) of those sick leave hours above eight hundred (800) hours, at the end of each year with the understanding that all sick leave hours accumulated in excess of 800 hours will be forfeited and their balance returned to 800 hours prior to the new year. Such payment will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.
- 11.4 Accumulated sick leave may be approved for absences for the following reasons:
 - 11.4.1 Because of illness or injury which prevents the employee from performing job duties and responsibilities.
 - 11.4.2 Because of medical or dental care which cannot be scheduled at a time other than during the employee's normal workday.

- 11.4.3 ~~To care for relatives as set forth in and pursuant to MS §181.9413 as amended. For any use permitted by the County's Sick Policy, and consistent with Minn. Stats. §§ 181.9445, 181.9446, 181.9447, and 181.9448.~~
- 11.5 The Employer may require written medical verification of an employee's illness, a family member's illness or an employee's ability to return to work following an illness or injury. The Employer agrees to pay for the full cost of obtaining the medical verification. For sick leave hours used as ESST, the Employer may require reasonable documentation as defined by Minn. Stat. § 181.9447.
- 11.6 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may use accumulated vacation or request an unpaid leave of absence in accordance with the provisions of Article 19 (Leave of Absence).
- 11.7 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by Article 20 (Discipline and Discharge).
- 11.8 Notification. Employees unable to report on their work day because of illness or injury shall notify the Sheriff or designee as soon as possible prior to their scheduled starting time. Employees returning to work from sick leave of three (3) days or more duration shall notify the Sheriff or his designee at least one (1) calendar day prior to their scheduled starting time. Employees failing to give such notice may be subject to discipline as provided by Article 20 (Discipline and Discharge).
- 11.9 When sick leave is approved, employees, for compensation purposes, will be considered to have worked their normal workday.
- 11.10 Part-time employees shall earn pro-rata sick leave benefits based on the number of hours actually worked during a pay period, up to fulltime. Part-time employees shall be eligible for ESST pursuant to the County's ESST policy.
- 11.11 Because ESST is a form of sick leave and does not accrue in addition to or on top of sick leave, any accrued and unused sick leave hours, whether considered ESST or not, shall carry over and be paid out in accordance with the Labor Agreement.
2. All other terms and conditions of the Labor Agreement shall remain in full force and effect and shall be unaffected by this MOU or the implementation of the County's ESST Policy.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

FOR THE COUNTY:

FOR THE UNION:

Houston County Board Chair Date

Business Agent Date

Human Resources Director Date

Local #415 Representative Date

|

Houston County Earned Sick and Safe Time Policy

Effective January 1, 2024, all eligible employees, as defined in Minn. Stat. 181.9445, Subd. 5, are entitled to Earned Sick and Safe Time (ESST). ESST is paid time off earned at one hour for every 30 hours worked by an employee, up to a maximum of 48 hours of Sick and Safe Time per calendar year. ESST leave applies to all eligible employees, including temporary and part-time employees, performing at least 80 hours of work in a calendar year for the County.

Except as set-forth herein, Minnesota statutory Earned Sick and Safe Time does not preempt Houston County's paid sick leave as set forth in both County collectively bargained labor agreements and the County Personnel Policies. ESST accrues concurrent with any other sick leave provisions an employee may be entitled to and does not accrue in addition to or on top of other sick leave. Accrued and unused sick leave hours, whether considered ESST or other sick leave, shall carry over and be paid out in accordance with applicable terms of the employee's Labor Agreement and Personnel Policy. As such, probationary, temporary, seasonal, and casual employees are not entitled to a payout of ESST or other accrued sick leave upon termination of employment. The hourly rate of Earned Sick and Safe Time is the same hourly rate of pay an employee earns from employment with the County.

Notice for requesting ESST shall be the same as that for requesting non-ESST sick leave.

Therefore, notice for requesting ESST shall be provided orally or in writing to the employee's supervisor or the supervisor's designee as soon as is practicable to do so. When circumstances allow, the County requires advance notice for foreseeable need for Sick and Safe Time usage. ESST shall be used consistent with Minn. Stats. §§ 181.9445, 181.9446, 181.9447, and 181.9448 and may be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Employees are eligible for carry over of all accrued but unused Earned Sick and Safe Time into the following year. When there is a separation from employment with the County and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Time that had not been used will be reinstated at the commencement of reemployment.