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MEMORANDUM OF AGREEMENT

BETWEEN

COUNTY OF WASHINGTON

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO DISTRICT COUNCIL NO. 5 NON-EXEMPT EMPLOYEE UNIT

January 1, 2022 – December 31, 2023

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ARTICLE 1. PURPOSE OF AGREEMENT

1.1 This AGREEMENT to be effective as of January 1, 2022 through December 31, 2023, between the County of Washington, hereinafter called the EMPLOYER, and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, DISTRICT COUNCIL NO. 5, hereinafter called the UNION.

1.2 It is the intent and purpose of this AGREEMENT to:

(1) Assure sound and mutually beneficial working and economic relationships between the parties hereto;
(2) Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
(3) Place in written form the parties' complete AGREEMENT upon terms and conditions of employment for the duration of this AGREEMENT.

1.3 All personnel policies unless otherwise stated, shall be applied uniformly across the entire bargaining unit.

ARTICLE 2. RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all non-exempt employees of the County of Washington, Minnesota. To be covered by this Agreement, employees must work fourteen (14) or more hours per week (or thirty-five percent of the normal work week in the employee's bargaining unit) and be employed more than sixty-seven (67) working days in any calendar year. This agreement excludes the following employees:

- Exempt employees,
- Employees who, "but for the FLSA salary basis test" qualify as exempt employees,
- Essential employees,
- Non-clerical employees in the Public Works department,
- Confidential, and
- Supervisory employees.

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

2.3 The UNION recognizes the Washington County Board of Commissioners as the representative of the EMPLOYER and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided for in the AGREEMENT. No agreement covering terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the witnessed signature of the EMPLOYER'S designated bargaining representative is affixed thereon.

2.4 The EMPLOYER in accordance with the provisions of Minnesota PELRA, Minn. Stat. §179A.03, Subd. 8, agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this AGREEMENT either individually or collectively which in any way conflict with the terms and conditions set forth in this AGREEMENT, except through the certified representative. No agreement covering terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the UNION unless the witnessed signature of the UNION'S representative is affixed thereon.

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ARTICLE 2A. NON-DISCRIMINATION

2A.1 No employee shall be discriminated against under the provisions of this AGREEMENT by either the EMPLOYER or UNION on any basis prohibited by law. It is the policy of the EMPLOYER and the UNION to discourage discrimination. Any employee, who believes they have been discriminated against as defined above, is encouraged to report the problem immediately to their supervisor, the Human Resources Director and/or the UNION. The provisions of this Section shall be subject to the contractual grievance procedure through Step 3, but are not subject to arbitration. Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal to arbitration. If a court of competent jurisdiction rules contrary to the Board of Governors decision, or if the Board of Governors decision is judicially or legislatively overruled, then the underlined portion of this section shall be deleted.

ARTICLE 3. UNION SECURITY

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

3.2 The UNION may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the EMPLOYER, in writing, of such choice and the designation of successors to former stewards. The UNION shall also certify to the EMPLOYER a complete and current list of its officers and representative(s).

3.3 The EMPLOYER agrees to recognize stewards certified by the UNION as provided in this Section, subject to the following stipulations:

A. There shall be no more than seventeen (17) stewards designated at any one time.

B. Stewards and other employee UNION officers shall not leave their work stations without prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a workstation for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER. No more than one (1) steward shall be paid time to investigate or present a grievance.

3.4 Non-employee representatives of the UNION shall be permitted to come on the premises of the EMPLOYER for the purpose of investigating and discussing grievances if they first notify the EMPLOYER'S designee and provided the UNION representative does not interfere with the work of employees. The UNION shall not use the EMPLOYER'S premises or facilities for UNION business without prior approval of the EMPLOYER.

3.5 The EMPLOYER agrees to allow the UNION to use designated bulletin boards in the Government Center cafeteria and in each department for the purpose of posting notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office, and UNION recreational or social affairs, and any other item specifically approved by the EMPLOYER. The UNION agrees to limit the posting of such notices to the bulletin board space designated by the EMPLOYER.

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

3.7 The EMPLOYER agrees to deduct from an employee's wages a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the EMPLOYER and the UNION. The EMPLOYER agrees to remit any deductions made pursuant to this provision to the UNION together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The UNION shall pay the startup costs associated with the PEOPLE deduction.

3.8 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments, brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this article.

ARTICLE 4. WORK SCHEDULES

4.1 Work shifts, staffing schedules and the assignment of employees thereto shall be established by the EMPLOYER.

4.2 The normal work schedule shall be five (5) eight (8) hour days on duty, Monday through Friday, followed by two (2) days off duty, Saturday and Sunday. Other work schedules may be authorized to accommodate the services performed by the EMPLOYER. The EMPLOYER may adopt flexible schedules, four ten-hour days or other non-traditional schedules without the implementation of any premium or overtime pay. Employees may request to work a flexible schedule and/or to participate in job sharing, but the EMPLOYER has no obligation to grant such request.

4.3 Overtime is calculated at hours worked over 40 in a work week.

4.4 Employees shall receive a fifteen (15) minute rest break during each one half shift and one-half (1/2) hour unpaid lunch break near the middle of the work day. Breaks may be taken in conjunction with the lunch break when receiving prior approval from the EMPLOYER. Unless an employee becomes ill during the second half of a shift and is unable to continue work, a whole half-shift must be worked to entitle an employee to a fifteen (15) minute break for that half-shift. Scheduling of such breaks shall be subject to the duty to provide quality service to the public. Employees working overtime shall be entitled to a fifteen (15) minute break after two hours of overtime and a fifteen (15) minute break for every four hours of work thereafter.

4.5 When adopting a non-traditional schedule, the EMPLOYER shall staff such schedules in the following order:

(1) Request volunteers from within the department and classification;

(2) If further employees are needed, the EMPLOYER shall designate sufficient employees to meet scheduling needs.

4.6 The EMPLOYER shall give an employee a minimum of fourteen (14) calendar days' notice prior to adopting a permanent non-traditional schedule.

4.7 The EMPLOYER agrees that non-traditional schedules will not be utilized in lieu of layoff.

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ARTICLE 5. HOLIDAYS

5.1 Actual holidays are defined as:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Day	December 25
One Floating Holiday	

5.2 Employees shall be eligible for one (1) floating holiday, up to eight (8) hours per calendar year. The floating holiday shall be scheduled in the same manner as approved time off – and must be used prior to December 31 of each calendar year or it shall be lost. Floating holidays are ineligible to be paid out upon termination of employment. Part-time employees (greater than .35 FTE) are eligible for a pro-rated floating holiday equivalent to their budgeted FTE.

5.3 Observed: If a holiday falls on a Saturday, the day before shall be observed as the holiday. If a holiday falls on a Sunday, the day after shall be observed as the holiday.

5.4 Employees shall be eligible for holiday pay provided they are in paid status on the work day before and the work day after the holiday.

5.5 Employees who are assigned to work on an observed holiday shall receive one and one-half (1-1/2) times their regular rate of pay for all hours worked, plus holiday pay.

5.6 Employees working on an actual holiday will receive premium pay for all hours worked on that day. Employees who do not work the observed holiday, but are scheduled to work the actual holiday will receive premium pay for all hours worked on the actual day. Employees scheduled to work both the actual holiday and the observed holiday shall receive premium pay only for the hours worked on the actual holiday.

In accordance with Article 21, Overtime, Section 21.5, there shall be no pyramiding, compounding or other additions to any premium pay.

5.7 All employees assigned in the Jail Administrative Unit shall receive a floating holiday in lieu of Martin Luther King Day and any other holiday compensation. The floating holiday shall be scheduled in the same manner as approved time off - and must be used prior to December 31 of each calendar year or shall be lost.

5.7 Employees who work non-traditional work schedules shall receive holiday pay equivalent to budgeted FTE (full-time equivalent) status per holiday. If such holiday pay results in a work week of less than normally scheduled hours for an employee, that employee may supplement that work week with vacation leave, compensatory time, PTO leave, or leave without pay.

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ARTICLE 6. EMPLOYEE STATUS

6.1 A regular full-time employee is an employee who holds a 1.0 FTE position and is scheduled to regularly work forty (40) hours per week.

6.2 A regular part-time employee is an employee who is scheduled to regularly work less than forty (40) hours per week).

6.3 A special project/limited duration employee is an employee hired to work on a special or temporary basis where such temporary work has a limited expected duration of less than twelve months except where funded by an outside source and where there is little eventuality of continued employment by the EMPLOYER in such position after the temporary work assignment. Examples:

1. Filling vacancies caused by regular staff on leave of absence.

2. Temporary workloads or projects.

3. Positions primarily funded by an outside source.

All employees covered under this AGREEMENT shall be eligible to apply for and be selected for special project/limited duration vacancies under the provisions of Section 15.1. When such special project/limited duration position expires, the employee shall be returned to the same classification and pay as held prior to the assignment. An employee returning to their former classification shall retain full seniority rights and benefits as if they had never left their classification. In the event the special-project position becomes regular, the EMPLOYER does not need to re-post the position. The incumbent in such instance shall retain all seniority dates to the date of hire.

ARTICLE 7. WORKERS' COMPENSATION

7.1 An employee who is injured on the job, regardless of the extent of the injury, shall notify the employee's supervisor of the injury, immediately, but no later than 24 hours after sustaining the injury.

7.2 An employee who is receiving workers' compensation for an injury received while working for the EMPLOYER, may supplement workers' compensation with other accumulated benefits (i.e., PTO, Vacation, Sick, Compensatory Time) in order to receive a normal full salary (base hourly rate of pay times FTE) in accordance with County policy.

ARTICLE 8. VACATION AND SICK LEAVE

8.1 Vacation leave shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employees with the greater County seniority shall be given their choice of vacation period. County seniority shall prevail only prior to April 1st of each year.

8.2 Any regular status employee who is laid off, retired or separated from the service of the EMPLOYER, prior to taking vacation, shall be compensated in cash for the unused vacation accumulated at the time of separation.

8.3 Annual vacation leave is accrued in accordance with the length of service at the following rates (to a maximum of 40 hours worked per week).

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Years of Service	Accrual per Hour of Service (to maximum hours/days per year)
Less than 5 years of service	.0500 hours per hour (104 hours/13 days per year)
Completed 5 years but less than 12 years of service	.0620 hours per hour (129 hours/16 days per year)
Completed 12 years but less than 20 years of service	.0731 hours per hour (152 hours/19 days per year)
Completed 20 years of service	.0846hours per hour (176 hours/22 days per year)

8.4 Vacation may be used in units of one-quarter (1/4) hour.

8.5 Vacation may be accumulated to a maximum of two hundred ten (210) hours. Vacation accrual will resume when the balance is below two hundred ten (210) hours.

8.6 Vacation Cash-Out. For full-time employees, vacation may be cashed-out up to fifty (50) hours of vacation one time per year if at least eighty (80) hours of vacation/compensatory time has been used in the previous twelve (12) months. Regular part-time employees may cash-out accrued vacation up to twenty-five (25) hours of vacation one time per year if at least forty (40) hours of vacation/compensatory time has been used in the previous twelve (12) months.

The cash-out amount will not be paid if the accrual is insufficient at the time the cash-out is processed in August. Employees cashing out vacation may elect to distribute the amount as cash, as a HSA Contribution (subject IRS limits), or as a 457 Plan Contribution (subject to IRS limits), in accordance with County policy.

8.7 Sick leave shall accrue to each employee at the rate of .0462 hours for each full hour of service (to a maximum of 40 hours per week).

8.8 Employees may accumulate the unused portion of paid sick leave to a maximum of fifteen hundred (1500) hours. Sick leave accrual will resume when the balance is below fifteen hundred (1500) hours.

8.9 One-half (1/2) of any additional hours accumulated beyond eight hundred (800) shall be accrued as vacation; the remaining one-half (1/2) of the additional days accumulated shall be added to accrued sick leave.

8.10 Sick leave may be authorized for the following reasons with limitations as specified.

(1) For illness or injury, dental or medical treatment for the employee or employee's child pursuant to Minn. Stat. §181.9413. Sick leave usage may be subject to approval by the department head. The EMPLOYER may require verification for an absence only when there is a rational basis to believe that there is misuse or excessive use of sick leave on the part of the employee, from a recognized medical authority attesting to the necessity of the leave, ability to return to duty or other information deemed necessary.

(2) Sick leave may be used for absence due to an illness or injury to the employee's:

adult child,
spouse,
sibling,
parent,
mother-in-law,
father-in-law,
grandchild,

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grandparent, or
step-parent

for up to one hundred sixty (160) hours in any twelve (12) month period. Usage is on the same terms upon which the employee is able to use sick leave for the employee's own illness or injury.

8.11 An employee must present a physician's statement attesting to the employee's fitness to return to work if requested by EMPLOYER.

8.12 Employees shall not be entitled to receive sick leave benefits during the period they are qualified to receive disability insurance benefits as provided by the EMPLOYER.

8.13 To be eligible for sick leave payment an employee must notify the employee's supervisor or the supervisor's designee as soon as possible, but no later than one (1) hour after the starting time for the employee's scheduled shift. The EMPLOYER may waive the necessity of said notice when an employee conclusively establishes that the employee could not comply with this requirement because of circumstances beyond the employee's control.

8.14 Should illness occur while an employee is on vacation the period of illness may be charged to sick leave and the charge to vacation leave be reduced accordingly. An employee requesting such a change may be required to submit a written statement of a physician attesting to illness and the period of disability.

8.15 Upon separation, retirement, death, or resignation, employees shall be eligible for payout of accrued sick leave, in accordance with the following conditions:

(a) A full-time employee shall have an accumulation of at least sixty (60) days, four hundred eighty (480) hours of unused sick leave in order to be eligible. Part-time employees shall have an accumulation of sick leave based on full-time equivalency.

(b) Severance pay maximum for eligible full-time and part-time employees who resign or, are laid off, or to the employee's estate in the event of death, shall be paid one-half (1/2) of total accrued sick leave at an amount not to exceed four thousand, five hundred dollars ($4,500.00). Severance pay maximum for eligible part-time employees will be based on full-time equivalency as defined in Article 6.2 not to exceed four thousand, five hundred dollars ($4,500.00).

(c) Severance pay maximum for eligible employees who retire from the County and are PERA eligible shall be paid one-half (1/2) of total accrued sick leave at the employee's hourly rate of pay, but total payments shall not exceed eight thousand, five hundred dollars ($8,500.00). Severance pay maximum for eligible part-time employees will be based on full-time equivalency as defined in Article 6.2 not to exceed eight thousand, five hundred dollars ($8,500.00).

(d) Upon death of an employee, insurance benefits and/or severance compensation shall be paid to the surviving spouse or the employee's estate.

ARTICLE 9. PAID TIME OFF (PTO)

9.1 Paid Time Off Plan. Effective May 8, 2004, all employees hired after this date will be required to participate in the county's PTO Plan and not in the vacation and sick leave plan.

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a) Accrual Rate:

Years of Service	Accrual per Hour of Service (to maximum hours/days per year)
For Employees hired January 1, 2019 and after: Less than 5 years of service	.0769 hours per hour worked (160 hours/20 days per year)
For Employees hired December 31, 2018 and prior: Less than 5 years of service	.0808 hours per hour (168 hours/21 days per year)
Completed 5 years but less than 10 years of service	.0923 hours per hour (192 hours/24 days per year)
Completed 10 years but less than 15 years of service	.1039 hours per hour (216 hours/27 days per year)
Completed 15 years but less than 20 years of service	.1154 hours per hour (240 hours/30 days per year)
Completed 20 years of service	.1385 hours per hour (288 hours/36 days per year)

9.2 PTO shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on PTO at the same time, the employees with the greater County seniority shall be given their choice of time off. County seniority shall prevail only prior to April 1st of each year.

9.3 Any regular status employee who is laid off, retired or separated from the service of the EMPLOYER, prior to taking PTO, shall be compensated in cash for the unused PTO accumulated at the time of separation.

9.4 Maximum carry-over of PTO from one calendar year to the next is five hundred (500) hours. All eligible employees participating in PTO shall have their PTO balance which exceed 475 hours, as of December 1st of each year, deposited into their individual Health Care Savings Plan (HCSP).

9.5 PTO may be used in units of one-quarter (1/4) hour.

9.6 To be eligible for unplanned PTO leave payment an employee must notify the employee's supervisor or the supervisor's designee as soon as possible, but no later than one (1) hour after the starting time for the employee's scheduled shift. The EMPLOYER may waive the necessity of said notice when an employee conclusively establishes that the employee could not comply with this requirement because of circumstances beyond the employee's control.

9.7 Employees may cash out PTO up to ninety (90) hours one time per year if at least eighty (80) hours of PTO or compensatory time has been used in the previous twelve (12) months.

9.8 Regular part-time employees may cash-out accrued PTO up to forty-five (45) hours of PTO one time per year if at least forty (40) hours of PTO/compensatory time has been used in the previous twelve (12) months. The cash-out amount will not be processed if the accrual is insufficient at the time the cash-out is processed in August. Employees cashing out PTO may elect to distribute the amount as cash, as a HSA Contribution (subject IRS limits), or as a 457 Plan Contribution (subject to IRS limits), in accordance with County policy.

ARTICLE 10. OTHER LEAVES OF ABSENCE

10.1 Eligibility Requirements: Employees beyond probation shall be eligible for leaves of absence. Probationary employees are eligible for legally required leaves of absence.

10.2 Notice: Any employee utilizing jury duty, military or funeral leave shall notify the EMPLOYER

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of such intent as soon as the necessity for such leave is known.

10.3 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 the leave of absence is being requested and the length of time off the employee desires. Authorization, if granted, for a leave of absence shall be furnished to the employee by the EMPLOYER, and it shall be in writing.

10.4 A request for a leave of absence not exceeding one (1) month shall be answered within seven (7) calendar days. A request for a leave of absence exceeding one (1) month shall be answered within fourteen (14) calendar days. All personal leaves shall be without compensation or benefits. The approval or denial of such leaves shall not be subject to the grievance procedures.

10.5 Personal Leave: Leaves of absence not to exceed six (6) months may be granted. Such leave may be extended or renewed for any reasonable period of time in accordance with the Americans with Disabilities Act (ADA).

10.6 Extended Medical Leave: An employee unable to work because of illness or accident who has exhausted paid sick leave, vacation, PTO, Family Medical Leave, may apply for a personal leave of absence for medical purposes. Applications of such leave shall be made in accordance with County policies. Existence and extent of illness or disability must be verified by a written statement from a health care provider when requested by the EMPLOYER.

An employee returning from an unpaid leave of absence for medical purposes shall be placed in the employee's department and classification. The returning employee shall be accorded the treatment due the employee's seniority if the department and/or classification were eliminated during the absence. Employees will return at the same salary (which includes any General Adjustment made during the absence) in the existing salary schedule, will retain promotion rights, and will earn vacation/PTO schedule seniority under this paragraph.

10.7 All paid and unpaid leave time associated with documented illness (excluding workers' compensation and ADA) shall not exceed eighteen (18) months in duration.

10.8 UNION Business: Employees elected to any UNION office or selected by the UNION to do work which takes them from their employment duties with the EMPLOYER, shall at the written request of the UNION be granted a leave of absence.

In addition to the leave granted in accordance with County policy, the employee may utilize a total of up to one hundred twenty (120) hours of additional leave without pay with benefits for UNION business; part-time employees may utilize hours based on a pro-ration of the employee's FTE (full-time equivalency).

10.9 Neither benefits nor individual salary increases shall be earned by employees while on a leave of absence without pay. Employees returning to work after leave without pay will be paid at the same salary (which includes any General Adjustment made during the absence) held at the time the leave began.

10.10 The EMPLOYER may cancel a leave of absence at any time the employee utilizes the leave for purposes other than those stated when the leave was granted. An employee may cancel an approved leave of absence and return to work with the approval of the EMPLOYER.

10.11 Jury Duty: Employees who serve on jury duty or who are subpoenaed or called as a witness may keep their per diem amount and choose not to receive pay for the day(s) they served OR receive

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their regular pay and reimburse the County their per diem amount received (they must keep the mileage reimbursement). When choosing the second option, the reimbursement should be sent to Financial Services, along with the employee's business unit number. Any employee who is dismissed from jury duty during the work day shall be required to return to work as soon as reasonably possible unless alternative arrangements for other leave have been made.

10.12 Military Leave: Employees who are members of a reserve force of the U.S. or the National Guard or Air National Guard who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the U.S. or the State shall be granted a leave of absence with pay up to a maximum of fifteen (15) calendar days (fifteen (15) working days) per year. The employee shall present the EMPLOYER with official copies of the orders received. The employee shall apply for such leave as soon as the necessity for such leave is known.

10.13 Funeral Leave: In accordance with the Paid Time Off (PTO) plan, employees participating in PTO are not eligible for Funeral Leave.

An employee shall be granted a paid funeral leave of up to three (3) work days in the case of the death in the immediate family. Immediate family shall be defined as the employee's:

spouse,
children,
parents,
siblings,
grandparents,
grandchildren, and
shall include parents and siblings of the employee's spouse.

Such leave shall not be deducted from any other accumulated leave and shall be compensated.

10.14 Family and Medical Leave: Family and medical leaves of absence up to 12 (twelve) workweeks will be granted with proper documentation. Eligible employees will continue to receive County contribution for health insurance in accordance with County policy.

10.15 Paid Parental Leave: Effective January 1, 2019, the county will provide three (3) weeks of Paid Parental Leave (pro-rated for part-time employees) for the birth or adoption of a child, in accordance with County policy.

10.16 Educational Leave: Educational leaves of absence shall be granted in accordance with County Personnel Regulations.

ARTICLE 11. COMPENSATION

11.1 Effective January 1, 2022 and January 1, 2023, a 2.5% general adjustment will be applied. In addition, on January 1, 2022 only, employees shall receive an additional $0.46 per hour to their base wage. These amounts are provided in lieu of the employee receiving future flex credit (formerly provided under Insurance Article 17). Employees shall be compensated in accordance with the Master Compensation Plan posted electronically and incorporated as part of this AGREEMENT. Employees who terminate employment prior to the date of County Board approval of this Agreement shall not be eligible the lump sums or for retroactive general adjustments or merit pay increases.

a. When it is determined that an employee's base salary is above the established salary range, that

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employee will receive the above-noted general increases as a non-base increase.

b. When necessary, and with notification to the UNION, the EMPLOYER may adjust salaries of current employees within the salary range for retention due to market conditions.

c. An employee whose salary range is adjusted shall be placed in the new range at a rate of pay at least equal to the rate of pay prior to the range adjustment. A range adjustment will not change the employee's classification date for future salary increases.

d. In the event the County encounters difficulty with respect to attraction/retention in a particular classification, the parties by mutual agreement may negotiate a modified salary schedule for such classification to be included in a memorandum of agreement. If a new pay schedule is negotiated, then all employees in such classification will be placed in the new salary range at their current salary.

11.2 Effective January 1, 2022, the salary range minimum and maximum will increase by 2.5%. In addition, on January 1, 2022 only, and in lieu of receiving future flex credit (formerly provided under Article 17. Insurance), the salary range minimum and maximum shall increase $0.46 per hour, or $960 annually. Effective January 1, 2023, the salary range minimum and maximum will increase by 2.5%.

11.3 The EMPLOYER shall annually, on or near the anniversary date of the employee's employment in the employee's present classification, review the performance of each employee. If an employee is not at the maximum of the salary range, an increase may be granted. Such increase shall be granted if the employee's performance is at least benchmark for the annual review periods. All review and increases in salaries are subject to review by the employee's supervisor and department head. If a salary increase is not granted, the EMPLOYER shall notify the employee, in writing, of the reason.

11.4 For 2022, employees below the maximum of the salary range shall be eligible for an increase of four percent (4.0%) not to exceed the salary range maximum. For 2023, employees below the maximum of the salary range shall be eligible for an increase of three and a half percent (3.5%) not to exceed the salary range maximum. Such payment shall be on the employee’s classification date as set forth in article 11.9.

11.5 An employee who is promoted to a higher class or who holds a position that is reclassified shall receive a salary adjustment to at least the minimum pay rate of the salary range. Such adjustment will result in an increase of at least 4% prior to placement in the new pay range. The employee's classification date for further range movement increases will be the date of promotion or reclassification.

11.6 An employee who is transferred within the same classification level will be paid the same salary as before the transfer. A transferred employee shall not be subject to a probationary period or alteration in the employee's classification date for salary increase purposes.

11.7 An employee who is specifically assigned to perform work which is at a higher classification shall receive the employee's regular pay for the first twenty (20) days of such work and shall receive the higher classification rate for each day thereafter, except when an employee is specifically assigned to work out of class for a period of five (5) consecutive work days or more will be paid for working out of class from the first day. Days shall be calculated cumulatively on an annual basis and shall mean full (eight (8) hour) workdays. Work out of classification for the purpose of this section shall mean the performance of work more than fifty percent (50%) of which shall exclusively be covered

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by a higher classification.

11.8 When any classification not listed on the wage schedule is established, which involved functions substantially similar in nature, character and scope to those performed in whole or in part by an existing classification which is part of the bargaining unit as listed in Section 2.1, the EMPLOYER shall designate the rate structure for the position. In the event the UNION does not agree that the rate is proper, it shall have the right to submit this issue to the Board of Commissioners.

11.9 Disputes involving classifications and assigned rates shall be processed exclusively through the Classification Grievance Procedure incorporated herein. Disputes involving the interpretation or application of sections 11.6 or 11.7 above shall be processed exclusively through the classification grievance procedure.

11.10 When an employee becomes qualified and authorized to receive a salary adjustment, it shall be effective on the date eligibility for such adjustment occurs.

The monthly rate divided by 173.33 equals the rate to be paid for each hour of work.

11.11 Shift Differential: The EMPLOYER shall pay an hourly premium of seventy ($.70) cents to all employees for normal work schedule hours worked between 3:00 P.M. and 8:00 A.M., when the employee works at least four (4) hours within that time span. There shall be no compounding or pyramiding with overtime or other additional premium pay.

11.11 Uniforms/Sheriff's Office
New employees in the Sheriff's Office required by the EMPLOYER to wear a designated uniform shall be furnished an initial uniform complement.

Return of Uniform. Probationary employees leaving the employment of the EMPLOYER shall return the uniforms to the EMPLOYER.

The cost of the initial uniform shall be deducted from uniform allowance payments for which the employee is eligible. No uniform allowance payments shall be made to an employee until the cost of the initial uniform has been fully recovered and the employee has passed probation.

Allowance. Employees in the Sheriff's Office required by the EMPLOYER to wear a designated uniform shall be provided with a purchasing card for the purpose of purchasing duty uniform or clothing in the following amount:

Administrative support staff $450.00 for 2022 and 2023

In the event the County agrees to a uniform allowance for 911 Public Safety Dispatcher of more than the amount indicated above, the uniform allowance will be adjusted accordingly.

11.12 Call Back Time. An employee who is called to duty during the employee's scheduled off-duty time shall be credited with a minimum of two (2) hours extra work. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

When an employee is contacted to perform work at a time the employee is not scheduled to work, and this work can be performed at home in lieu of being called back to the work site, the employee will be paid a minimum of one (1) hour. If there are subsequent calls during the same “off time” period, the employee will be paid for all time in excess of one (1) hour worked.

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11.13 On Call. Employees designated by the EMPLOYER to be on-call shall be compensated at the rate of $1.95 per hour for the duration of the time the employee is on-call. This section shall not apply during the time an employee is compensated for working. On-call hours shall not be considered in the calculation of eligibility for overtime pay.

ARTICLE 12. DISCIPLINE AND DISCHARGE

12.1 The EMPLOYER shall discipline an employee only for just cause.

12.2 An employee may request the presence of a UNION representative when being disciplined. The EMPLOYER shall have no obligation to inform the employee of this right.

12.3 Prior to discharging an employee the EMPLOYER shall notify the employee and the UNION, in writing, of the reason(s) for the discharge and the effective date thereof. The employee may request an opportunity to hear the evidence against the employee and to present the employee's side of the story to the EMPLOYER'S representative. The employee may have UNION representation at this meeting if the employee requests such representation. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee, unless the EMPLOYER and the employee agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in paid status during the time between the notice of discharge and the expiration of the meeting.

12.4 A copy of a written reprimand to an employee covered by this AGREEMENT shall be forwarded to the UNION upon written request of the employee.

ARTICLE 13. GRIEVANCE PROCEDURE

13.1 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.

13.2 UNION Representatives: The EMPLOYER will recognize representatives designated by the UNION and 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 the UNION Representatives and of their successors.

13.3 Processing a Grievance: It is recognized and accepted by the UNION and the EMPLOYER that the processing of a grievance hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours; only when consistent with such employee's duties and responsibilities. The aggrieved employee and the UNION representatives shall be allowed a reasonable amount of time, without loss of pay, when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION 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. All grievances must follow the steps designated herein.

13.4 An employee, other than a probationary employee, may appeal a disciplinary matter through the contractual grievance procedure or other procedure. The selection of the grievance procedure shall preclude the use of another procedure. The selection of another procedure shall preclude the use of the grievance procedure. Nothing in this section shall preclude the right of the UNION to file a grievance up to Step 3 of the grievance procedure in the event of a concurrent grievance and veterans claim pursuant to Minn. Stat.§ 197.46.

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13.5 Procedure: Grievances, as defined by Article 13.1, 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 (or actual knowledge of the alleged violation or the time when the occurrence of the alleged violation should reasonably has been known), present such grievance, in writing, to the employee's immediate supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will meet with the UNION and discuss and give, in writing, an answer to such Step 1 grievance within fourteen (14) 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 this AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within fourteen (14) 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 fourteen (14) 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 fourteen (14) calendar days after receipt of such Step 2 grievance. Such meeting shall be held within fourteen (14) calendar days. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the EMPLOYER-designated representative's final Step 2 answer.

STEP 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. Such meeting may be waived by agreement of the parties. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within fourteen (14) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fourteen (14) calendar days following the EMPLOYER-designated representative final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION, within fourteen (14) calendar days shall be considered waived.

By mutual agreement of the EMPLOYER and the UNION, the parties may waive Steps 1 and/or 2 of the Grievance Procedure.

The parties by mutual agreement may agree to petition the Bureau of Mediation Services for the utilization of mediation for suspensions, demotions and terminations.

STEP 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration and a request shall be made to the Bureau of Mediation Services for a panel of arbitrators (unless the UNION and the EMPLOYER agree on an Arbitrator) within nine (9) months following the EMPLOYER designated representative's final answer in Step 3, 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.

13.6 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in

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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 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. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the County and the UNION, provided, if a grievance is clearly decided in favor of the UNION or the EMPLOYER, then the losing party shall be responsible for all the arbitrator's fees and expenses; and, provided that each party shall be responsible for compensating its own representative 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 for the proceedings the cost shall be borne equally.

13.7 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 a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

ARTICLE 14. SENIORITY/LAYOFF

14.1 County seniority shall be the length of continuous employment with the EMPLOYER.

14.2 Classification seniority shall be the length of continuous service in a particular classification with the EMPLOYER

14.3 Departmental seniority shall be the length of continuous service in a particular department of the EMPLOYER.

14.4 In the event that it becomes necessary to lay off employees for any reason, employees within a classification shall be laid off by reverse order of their classification seniority.

14.5 In the event of layoff an employee may bump an employee with the least classification seniority in any classification previously held by the first employee. In the event of a tie in seniority following applications of classification seniority, the order of layoff shall be determined by the last four (4) digits of the employee's Social Security Number, the higher the number the greater the seniority. When an employee bumps into a lower classification to avoid a layoff, the employee's new salary shall be the lesser of the employee's present salary or the maximum of the new classification.

14.6 An employee being laid off retains seniority in the bargaining unit for a period of two (2) years. Employees shall be recalled from layoff according to their seniority. Notice of recall shall be sent to employees at their last known address by registered or certified mail. If the employee fails to report to work within ten (10) calendar days from the date of mailing of the notice or recall, the employee shall be considered as having resigned. No new employee shall be hired in a classification where employees are on layoff status until all employees on layoff status in the classification desiring to return to work have been recalled.

14.7 Employees promoted outside the bargaining unit shall maintain their classification seniority rights in the unit for six (6) months.

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14.8 Seniority lists: Each January and July, the EMPLOYER shall electronically post a Classification/Department Seniority List showing the county classification, and department seniority of each employee in the bargaining unit. A copy of the Seniority List shall be furnished to the UNION when it is requested. Employees shall have thirty (30) days after the posting of the seniority lists to request corrections in the lists. If a change is not requested, the list shall remain as published for the next six (6) month period.

14.9 Break in Continuous Service. An employee's continuous service records shall be broken by voluntary resignation, discharge for just cause, and retirement.

ARTICLE 15. JOB VACANCIES/PROMOTIONS

15.1 The EMPLOYER is committed to hiring the most qualified candidate for county service. If all other job relevant qualifications, as determined by the EMPLOYER, are equal, the applicant with the greatest county service seniority shall receive the promotion.

15.2 All promotional opportunities shall be posted for a minimum of seven (7) calendar days. The posting shall include job title, classification, salary information, description of duties, minimum qualifications and examinations required.

15.3 Transfers within a classification or openings within a classification need not be posted. Requests for transfer to vacant positions shall be considered by the EMPLOYER, but the determination shall be solely at the EMPLOYER'S discretion.

15.4 When vacancies occur within the bargaining unit or when new positions are created within the bargaining unit, notices of such vacancies or new positions shall be posted. Any employee wishing to be considered for such vacancy or new position shall apply in writing, to the EMPLOYER. All such applicants shall be given consideration for the position and may request an interview.

ARTICLE 16. PROBATIONARY PERIODS

16.1 Newly hired and rehired employees shall be subject to a twelve (12) month probationary period.

16.2 The purpose of the probationary period shall be to provide the employee with training and work experience and to determine an employee's ability to perform the work.

16.3 The EMPLOYER may discharge or discipline a probationary employee. Such action shall not be subject to the grievance procedure.

16.4 Except where Veteran's Preference law applies, a promoted employee shall serve a six (6) month probationary period. Such period shall be used to determine the employee's ability and desire to perform the work.

16.5 During the probationary period the employee may request return to the employee's previous position. Such return shall be made to the same classification and salary as held prior to promotion.

16.6 During the probationary period the EMPLOYER may return the employee to the employee's previous position. Such return shall be made to the same classification and salary as held prior to promotion. Such action shall not be subject to the grievance procedure.

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ARTICLE 17. INSURANCE

17.1 Full-time and part-time employees shall earn the employer's contribution toward health insurance coverage in the following amounts:

Hours per pay period	FTE	Amount of Employer's Contribution
Fewer than 40	0 - .49	Not eligible for insurance
40-59	.50 - .74	50%
60-79	.75-.99	80%
80	1.0	100%

17.2 The EMPLOYER agrees to provide medical coverage in accordance with the terms of its group policy with the various providers. The EMPLOYER shall pay the following amounts for coverage under said policies:

2022

Copay Plan

Employee	$762.74 per month
Employee + Child(ren)	$978.27 per month
Employee + Spouse	$1,294.28 per month
Family	$1,530.60 per month

Open Access $2800- 90% HSA

Employee	$723.33 per month
Employee + Child(ren)	$1,029.06 per month
Employee + Spouse	$1,372.05 per month
Family	$1,614.30 per month

Open Access $4000 – 90% HSA

Employee	$676.59 per month
Employee + Child(ren)	$991.34 per month
Employee + Spouse	$1,309.78 per month
Family	$1,556.25 per month

2023

Copay Plan

Employee	87% of monthly premium
Employee + Child(ren)	67% of monthly premium
Employee + Spouse	66% of monthly premium
Family	66% of monthly premium

Open Access $2800- 90% HSA

Employee	96% of monthly premium
Employee + Child(ren)	81% of monthly premium
Employee + Spouse	80% of monthly premium
Family	80% of monthly premium

Open Access $4000 – 90% HSA

Employee	99% of monthly premium
Employee + Child(ren)	84% of monthly premium

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Employee + Spouse	84% of monthly premium
Family	84% of monthly premium

17.3 The EMPLOYER shall provide each employee (.50 FTE and greater) with group term life insurance coverage in the amount of one times the employee's annual salary, with a minimum benefit amount of $35,000.

17.4 The EMPLOYER shall provide employees (.50 FTE and greater) with coverage under the EMPLOYER'S long-term disability policy. An employee shall be eligible for coverage the first of the month following date of employment; if date of employment is the first of the month, coverage is available immediately.

ARTICLE 18. WORK RULES

18.1 The EMPLOYER shall have the right to establish reasonable work rules and personnel policies that are not in conflict with the provisions of this AGREEMENT, which shall be equitably and uniformly applied. Prior to the effective date, any work rule or policy shall be communicated for a period of fourteen (14) calendar days. Any complaint as to the reasonableness of any new or existing rule, or any complaint involving the application of such rules, shall be subject, exclusively, to the County Personnel Regulations grievance procedure.

ARTICLE 19. NO STRIKE

19.1 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, sympathy strike, slowdown, mass absenteeism, mass resignation, or other interruption of or interference with the operation of the EMPLOYER. In the event that an employee violated this Article, the UNION, including officers and stewards, 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 may be discharged or otherwise disciplined.

ARTICLE 20. EMPLOYER AUTHORITY

20.1 It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain rights and authority necessary to operate and direct the department, including, but not limited to: the provisions of Minn. Stat. Section 179A.07, Subd. 1.; directing the work force; controlling operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the missions of the EMPLOYER in emergencies.

20.2 The foregoing enumeration of EMPLOYER'S rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not expressly delegated in this AGREEMENT or restricted by state or federal law or regulations are reserved to the EMPLOYER.

20.3 In the event that the EMPLOYER determines to contract out or 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 said period the EMPLOYER shall meet and confer with the UNION to discuss possible ways and means to minimize the elimination of positions.

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ARTICLE 21. OVERTIME

21.1 Time and one-half (1-1/2) the employee's regular hourly rate of pay, shall be paid for work performed in excess of forty (40) hours in a work week. Compensated leave shall be considered worked hours for the purpose of determining eligibility for overtime compensation.

21.2 Overtime shall be calculated to the nearest fifteen (15) minutes.

21.3 Overtime work must be approved by the employee's department head or supervisor prior to being worked.

21.4 When overtime is available the EMPLOYER shall staff such work by requesting volunteers; if further qualified employees are needed, the EMPLOYER shall designate sufficient employees to meet scheduling needs.

21.5 There shall be no pyramiding, compounding or other additions to any premium pay.

ARTICLE 22. COMPENSATORY TIME

22.1 Employees shall be eligible for compensatory time, in lieu of paid overtime if such compensatory time is agreed to by the supervisor and the employee.

(1) Compensatory time shall be earned at the same rate as paid time would be earned (i.e., straight-time or premium time rate).

(2) No employee may accrue more than forty (40) hours of compensatory time.

(3) Compensatory time off must be approved by the supervisor.

ARTICLE 23. EXPENSES

23.1 All expenses and mileage shall be reimbursed in accordance with the policy established by the Board of Commissioners.

ARTICLE 24. LEGAL DEFENSE

24.1 The EMPLOYER agrees to indemnify employees in accordance with the provisions of Minn. Stat. §466.07.

ARTICLE 25. SAVINGS CLAUSE

25.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the County of Washington. In the event any provisions 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, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void. All other provisions of this AGREEMENT shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE 26. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

26.1 This AGREEMENT shall represent the complete AGREEMENT between the UNION and the

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EMPLOYER.

26.2 The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT. Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

ARTICLE 27. TERMINATION AND MODIFICATION

27.1 Notwithstanding the dates of the signatures, this AGREEMENT shall be effective as of January 1, 2022, and shall remain in full force and effect through December 31, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing (by at least 60 days prior to the anniversary date set forth above) that it desires to modify this AGREEMENT. This AGREEMENT shall remain in full force and be effective during the period of negotiations or until notice of termination of this AGREEMENT is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this AGREEMENT, written notice must be given to the other party not less than ten (10) days prior to the desired termination date. The termination date shall not be before the anniversary date set forth above.

CLASSIFICATION GRIEVANCE PROCEDURE

Grievances related to classification shall be processed in accordance with the following procedure.

STEP 1: An employee desiring to file a grievance regarding the classification issue pursuant to this provision shall within fourteen (14) calendar days after such alleged violation has occurred (or actual knowledge of the alleged violation or the time when the occurrence of the alleged violation should reasonably have been known) present such grievance, in writing, to the appointing authority. The appointing authority shall have fourteen (14) calendar days to respond to the grievance in writing. Such response shall include the appointing authority's recommendations and proposed solution.

STEP 2: If not resolved at Step 1, the grievance is then presented to the Classification Review Committee. Such presentation shall also include a copy of the appointing authority's response. The Classification Review Committee shall have fourteen (14) calendar days after it's meeting to respond to the grievance in writing. Such response shall include the Classification Review Committee's recommendations and proposed solution. Each grievance filed with the Classification Review Committee shall also be filed with the Human Resources Director.

STEP 3: If not resolved at Step 2, the grievance is then presented to the Personnel Committee of the Board for final determination. The Committee will hear presentations from all interested parties. Supervisors and appointing authorities shall be available for testimony to the Personnel Committee. The Personnel Committee shall have fourteen (14) calendar days after its meeting to determine and respond to the grievance in writing; such determination will be final.

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1.2 An employee may have UNION representation at any step of the grievance procedure.

1.3 WAIVER. Any grievance which is not filed at the next step of this procedure within fourteen (14) calendar days of the response shall be considered waived. A failure by the EMPLOYER to respond shall be considered a denial and the grievance may be taken to the next step.

1.4 EXTENSION OF LIMITS. The parties may by written mutual consent extend any of the time limits contained in the procedure.

1.5 EXCLUSIVE REMEDY. The grievance procedure is intended as the exclusive process for adjustment of grievances related to classification.

1.6 PERSONNEL COMMITTEE. The Committee shall be established by the Board and shall serve at the Board's pleasure. The composition of the Committee is determined by the Board.

1.7 CLASSIFICATION REVIEW COMMITTEE. The Committee shall be comprised of a sub-committee of the County Comparable Worth Committee; the membership of the sub-committee shall represent all bargaining units of the County.

The UNION and the EMPLOYER agree to meet and confer regarding this procedure at any time during the duration of this bargaining AGREEMENT.

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AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES DISTRICT COUNCIL NO. 5, AFL-CIO:

12/21/2021	Suzanne Kocurek
Dated	Field Representative
12/21/2021	Lynne M. Dreyer
Dated	President Local 517
12/22/2021	Melinda Pearson
Dated	Director AFSCME Council 5

COUNTY OF WASHINGTON:

12/23/2021	Lisa Weik
Dated	Chair of the County Board
12/27/2021	Kevin Corbid
Dated	County Administrator
12/27/2021	Angela Naleszny
Dated	Director of Human Resources
12/28/2021	Paula Graff
Dated	Deputy Director of Human Resources/ Labor Relations Manager

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APPENDIX A 2022

JOB TITLE	2022 Hourly Minimum	2022 Hourly Maximum
Accountant I	$25.73	$35.05
Administrative Assistant	$22.95	$31.26
Assessment Coordinator	$30.64	$41.80
Assessment Principal Specialist	$25.73	$35.05
Assessment Specialist	$21.67	$29.52
Building Services Project Specialist	$22.95	$31.26
Building Systems Technician I	$20.47	$27.88
Building Systems Technician II	$22.95	$31.26
CAMA Coordinator	$34.58	$47.22
Case Aide - Community Services	$21.67	$29.52
Child Support Officer	$24.30	$33.12
Career Services Specialist	$20.47	$27.88
Career Services Specialist, Senior	$24.30	$33.12
Child Support Officer, Senior	$27.24	$37.14
Child Support Specialist	$28.87	$39.39
Collections Officer	$25.73	$35.05
Collections Officer, Senior	$28.87	$39.39
Communication Specialist	$27.24	$37.14
Community Corrections Case Management Specialist	$24.30	$33.12
Correctional Health Nurse	$34.58	$47.22
Correctional Health Nurse, Senior	$36.79	$50.26
Custodian	$16.32	$22.17
Custodian, Lead	$19.35	$26.33
Economic Support Program Trainer	$27.24	$37.14
Election Coordinator	$32.53	$44.41
Elections Principal Specialist	$25.73	$35.05
Eligibility Specialist	$24.30	$33.12
Eligibility Specialist, Senior	$25.73	$33.12
Emergency Management Specialist	$24.30	$33.12
Environmental Specialist	$28.87	$39.39
Environmental Specialist, Senior	$30.64	$41.80
Evidence Technician	$21.67	$29.52
Family Service Worker	$24.30	$33.12
Financial Analyst I	$22.95	$31.26
Financial Analyst II	$25.73	$35.05
Financial Analyst, Senior	$30.64	$41.80
Financial Technician I	$17.26	$23.47
Financial Technician II	$21.67	$29.52
Financial Technician, Senior	$24.30	$33.12

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Health Medical Unit Assistant	$22.95	$31.26
IT Applications Systems Analyst Developer	$32.53	$44.41
IT Business Analyst	$32.53	$44.41
IT Communications Network Analyst	$30.64	$41.80
IT Database Administrator	$33.65	$45.95
IT End Point Computing Support Analyst	$30.64	$41.80
IT Project Manager	$32.53	$44.41
IT Security Analyst	$30.64	$41.80
IT Service Desk Analyst	$28.87	$39.39
IT Spatial Data Analyst Developer	$32.53	$44.41
IT Support Specialist	$25.73	$35.05
IT Systems Administrator	$30.64	$41.80
IT Web Designer Developer	$30.64	$41.80
Law Clerk	$20.47	$27.88
Legal Assistant	$20.47	$27.88
Legal Assistant, Senior	$24.30	$33.12
Library Services Assistant I	$15.43	$20.95
License-Public Service Center Specialist	$21.67	$29.52
License-Public Services Principal Specialist	$24.30	$33.12
Management Analyst I	$27.24	$37.14
Natural Resources Coordinator	$27.24	$37.14
Office Specialist	$20.47	$27.88
Office Support II	$17.26	$23.47
Office Support, Senior	$19.35	$26.33
Paralegal Assistant	$27.24	$37.14
Parks Coordinator	$25.73	$35.05
Payroll Technician	$24.30	$33.12
Permit to Carry Inspector	$22.95	$31.26
Planner I	$25.73	$35.05
Property Appraiser Commercial	$32.53	$44.41
Property Appraiser Commercial, Senior	$34.58	$47.22
Property Appraiser Residential I	$24.30	$33.12
Property Appraiser Residential II	$27.24	$37.14
Property Appraiser Residential III	$32.53	$44.41
Property Records Principal Specialist	$25.73	$35.05
Property Records Specialist	$21.67	$29.52
Sentence to Service Crew Leader	$25.73	$35.05
Service Representative	$17.26	$23.47
Service Representative, Senior	$19.35	$26.33
Social Media Specialist	$27.24	$37.14
Squad Installer	$22.95	$31.26
Survey Project Coordinator	$32.53	$44.41
Survey Technician I	$22.95	$31.26

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Survey Technician II	$27.24	$37.14
Survey Technician, Senior	$30.64	$41.80
Tax Forfeited Land Specialist	$22.95	$31.26
Taxation Analyst	$27.24	$37.14
Taxation Coordinator	$32.53	$44.41
Taxation Principal Specialist	$25.73	$35.05
Taxation Specialist	$22.95	$31.26
Taxpayer Services Principal Specialist	$22.95	$31.26
Taxpayer Services Specialist	$21.67	$29.52
Taxpayer Services Technician	$17.26	$23.47
Taxpayer Services Technician, Senior	$19.35	$26.33
Technology Systems Analyst	$27.24	$37.14
Technology Systems Technician	$24.30	$33.12
Victim Witness Coordinator	$25.73	$35.05
Welfare Fraud Program Coordinator	$27.24	$37.14

APPENDIX A 2023

JOB TITLE	2023 Hourly Minimum	2023 Hourly Maximum
Accountant I	$26.37	$35.93
Administrative Assistant	$23.53	$32.04
Assessment Coordinator	$31.40	$42.84
Assessment Principal Specialist	$26.37	$35.93
Assessment Specialist	$22.21	$30.26
Building Services Project Specialist	$23.52	$32.04
Building Systems Technician I	$20.98	$28.58
Building Systems Technician II	$23.52	$32.04
CAMA Coordinator	$35.45	$48.40
Case Aide - Community Services	$22.21	$30.26
Child Support Officer	$24.91	$33.94
Career Services Specialist	$20.98	$28.58
Career Services Specialist, Senior	$24.91	$33.94
Child Support Officer, Senior	$27.92	$38.07
Child Support Specialist	$29.59	$40.37
Collections Officer	$26.37	$35.93
Collections Officer, Senior	$29.59	$40.37
Communication Specialist	$27.92	$38.07
Community Corrections Case Management Specialist	$24.91	$33.94

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Correctional Health Nurse	$35.45	$48.40
Correctional Health Nurse, Senior	$37.71	$51.52
Custodian	$16.72	$22.72
Custodian, Lead	$19.83	$26.99
Economic Support Program Trainer	$27.92	$38.07
Election Coordinator	$33.35	$45.52
Elections Principal Specialist	$26.37	$35.93
Eligibility Specialist	$24.91	$33.94
Eligibility Specialist, Senior	$26.37	$35.93
Emergency Management Specialist	$24.91	$33.94
Environmental Specialist	$29.59	$40.37
Environmental Specialist, Senior	$31.40	$42.84
Evidence Technician	$22.21	$30.26
Family Service Worker	$24.91	$33.94
Financial Analyst I	$23.52	$32.04
Financial Analyst II	$26.37	$35.93
Financial Analyst, Senior	$31.40	$42.84
Financial Technician I	$17.69	$24.06
Financial Technician II	$22.21	$30.26
Financial Technician, Senior	$24.91	$33.94
Health Medical Unit Assistant	$23.52	$32.04
IT Applications Systems Analyst Developer	$33.35	$45.52
IT Business Analyst	$33.35	$45.52
IT Communications Network Analyst	$31.40	$31.40
IT Database Administrator	$34.49	$47.10
IT End Point Computing Support Analyst	$31.40	$42.84
IT Project Manager	$33.35	$45.52
IT Security Analyst	$31.40	$42.84
IT Service Desk Analyst	$29.59	$40.37
IT Spatial Data Analyst Developer	$33.35	$45.52
IT Support Specialist	$26.37	$35.93
IT Systems Administrator	$31.40	$42.84
IT Web Designer Developer	$31.40	$42.84
Law Clerk	$20.98	$28.58
Legal Assistant	$20.98	$28.58
Legal Assistant, Senior	$24.91	$33.94
Library Services Assistant I	$15.81	$21.47
License-Public Service Center Specialist	$22.21	$30.26
License-Public Services Principal Specialist	$24.91	$33.94
Management Analyst I	$27.92	$38.07
Natural Resources Coordinator	$27.92	$38.07
Office Specialist	$20.98	$28.58
Office Support II	$17.69	$24.06

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Office Support, Senior	$19.83	$26.99
Paralegal Assistant	$27.92	$38.07
Parks Coordinator	$26.37	$35.93
Payroll Technician	$24.91	$33.94
Permit to Carry Inspector	$23.52	$32.04
Planner I	$26.37	$35.93
Property Appraiser Commercial	$33.35	$45.52
Property Appraiser Commercial, Senior	$35.45	$48.40
Property Appraiser Residential I	$24.91	$33.94
Property Appraiser Residential II	$27.92	$38.07
Property Appraiser Residential III	$33.35	$45.52
Property Records Principal Specialist	$26.37	$35.93
Property Records Specialist	$22.21	$30.26
Sentence to Service Crew Leader	$26.37	$35.93
Service Representative	$17.69	$24.06
Service Representative, Senior	$19.83	$26.99
Social Media Specialist	$27.92	$38.07
Squad Installer	$23.52	$32.04
Survey Project Coordinator	$33.35	$45.52
Survey Technician I	$23.52	$32.04
Survey Technician II	$27.92	$38.07
Survey Technician, Senior	$31.40	$42.84
Tax Forfeited Land Specialist	$23.52	$32.04
Taxation Analyst	$27.92	$38.07
Taxation Coordinator	$33.35	$45.52
Taxation Principal Specialist	$26.37	$35.93
Taxation Specialist	$23.52	$32.04
Taxpayer Services Principal Specialist	$23.52	$32.04
Taxpayer Services Specialist	$22.21	$30.26
Taxpayer Services Technician	$17.69	$24.06
Taxpayer Services Technician, Senior	$19.83	$26.99
Technology Systems Analyst	$27.92	$38.07
Technology Systems Technician	$24.91	$33.94
Victim Witness Coordinator	$26.37	$35.93
Welfare Fraud Program Coordinator	$27.92	$38.07