

LABOR AGREEMENT

**WASHINGTON COUNTY
COMMUNITY DEVELOPMENT AGENCY**

AND

AFSCME LOCAL 517

January 1, 2023, through December 31, 2024

ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 This AGREEMENT to be effective as of January 1, 2023 through December 31, 2024, between the Washington County Community Development Agency, hereinafter called the EMPLOYER, and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, DISTRICT COUNCIL NO. 14, 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' 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 II. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for the employees in the following unit:

All employees of the Washington County Community Development Agency, Woodbury, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, excluding 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 Community Development Agency 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 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.

ARTICLE IIA. 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 Executive 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.

2A.2 This AGREEMENT shall comply with the Americans with Disabilities Act.

ARTICLE III. 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 Any fair share fee collected by the EMPLOYER shall be processed in accordance with Minn. Stat. 179A.06, Subd. 3.

3.3 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 representatives.

3.4 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 one (1) steward and one (1) alternate steward designated at any one time.

- B. Stewards shall not leave their work stations without prior permission of their designated supervisors and they shall notify their designated supervisors upon return to their work stations. Permission to leave a work station 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.
- 3.5 Non-employee representatives of the UNION shall be permitted to come on the premises of the EMPLOYER for the purpose 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.
- 3.6 The EMPLOYER agrees to allow the UNION to use designated bulletin boards 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.
- 3.7 The UNION shall represent all members of the unit fairly and without regard for UNION membership or non-membership or other factor.
- 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 IV. WORK SCHEDULES

- 4.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime.
- 4.2 The EMPLOYER shall establish work shifts, staffing schedules and the assignment of employees thereto.
- 4.3 The normal work schedule shall be five (5) eight (8) hour days on duty, Monday through Friday, with 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, but the EMPLOYER has no obligation to grant such a request.
- 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.

4.5 To the extent practicable, the EMPLOYER shall give an employee a minimum of ten (10) working days' notice prior to adopting a permanent non-traditional schedule.

ARTICLE V. HOLIDAYS

5.1 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
Floating Holiday	Requested during each calendar year

5.2 Provided 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.

5.3 Employees shall be eligible for holiday pay provided they are in paid status on the work day before and the workday after the holiday. All regular part-time employees and permanent full-time employees with approved flexible work schedules shall be eligible for holiday pay provided they are in paid status on their scheduled work days before and after the holiday.

5.4 Employees who are assigned to work on a designated holiday shall be compensated for hours actually worked at straight time, in addition to the holiday allowance, subject to the overtime provisions of this AGREEMENT.

5.5 All permanent full-time employees and regular part-time employees shall be eligible for a paid holiday allowance, paid at straight time based on the following pro-rated basis, as of the date of their employment:

<u>Full Time Equivalent (FTE):</u>	<u>Holiday Pay</u>
.50 FTE	4 hours of holiday pay
.51 FTE – .62 FTE	5 hours of holiday pay
.63 FTE – .75 FTE	6 hours of holiday pay
.76 FTE – .89 FTE	7 hours of holiday pay
.90 FTE – 1 FTE	8 hours of holiday pay

- 5.6 A floating holiday shall be scheduled in advance with the employee's supervisor. Floating holidays may not be accumulated from calendar year to calendar year.

ARTICLE VI. PART-TIME EMPLOYEES

- 6.1 A regular part-time employee is an employee who is regularly scheduled to work less than forty (40) hours per week.
- 6.2 An intermittent part-time employee is an employee who works on a non-regular basis with hours that vary from week to week.
- 6.3 Regular part-time employees regularly scheduled to work at least 28 or more hours per pay period shall accrue PTO on a pro-rated basis based upon the actual number of hours worked during the pay period.
- 6.4 Intermittent part-time employees shall not be eligible for Planned Time Off or any proration thereof.
- 6.5 Regular and intermittent part-time employees shall not be eligible for health, dental, short term disability, long-term disability or life insurance coverage. If, during the course of this Agreement, the hours of a full-time employee are reduced either due to employer need or through mutual agreement between employee and Employer, the Employee will agree to meet and confer with the affected employee and the Union regarding the employee's benefit status.

ARTICLE VII. PLANNED TIME OFF

- 7.1 Planned Time Off (PTO) is a benefit conferred upon employees which permits them to be absent from duty for vacation or other personal reasons without loss of pay. "Accrued" PTO is annual leave earned and credited to an employee's account. "Accumulated" PTO is the unused PTO remaining to an employee's credit at the beginning of a calendar month. An employee who is in compensation status less than their employment condition in any month shall accrue PTO on a prorated basis. PTO does not include regularly scheduled holidays, funeral leave, military leave, court leave, personal leave, child care leave, religious leave or election day leave. PTO can be utilized for any purpose, subject only to necessary request and approval procedures.
- 7.2. Regular part-time employees shall accrue PTO on a pro rata basis. Employees on probationary status shall accrue PTO for each month of employment and may utilize no more than forty (40) hours of PTO during the probationary period prior to being granted regular employee status. Employees terminated prior to obtaining regular full-time status shall not be compensated for any accrued PTO. A break in service during the probationary period requires the beginning of a completely new qualifying period. Approved leave without compensation is not considered a break in service, but any separation of one or more work days without prior approval does break the continuity. Upon completion of the qualifying period, the employee shall be credited retroactively with PTO the employee has earned.

7.3 Employees will be covered by the established accrual rates as identified in the schedule below and will have their actual hire date as their anniversary date for PTO accrual purposes. When the employee's length of service reaches the next higher rate of accrual, accrual at the new rate shall begin on the first day of the pay period following the date of eligibility.

1 st – 3 rd year	160 hours
4 th – 7 th year	180 hours
8 th – 11 th year	200 hours
12 th – 15 th year	240 hours
16 th year and all years after	280 hours

7.4 An employee shall not be entitled to use PTO in the pay period in which it was accrued. An employee who is not in compensation status for more than 50% of their normal work schedule in a pay period shall not accrue PTO during the pay period except for those in FMLA qualifying leaves.

7.5 Paid holidays which occur during a period of PTO are not counted as days of PTO.

7.6 PTO accrued but not taken during any calendar year may be accumulated up to a maximum of 400 hours. Planned PTO taken in excess of three (3) consecutive weeks must have prior written approval by the Executive Director.

7.7 Upon termination, an employee shall be compensated at 100% for all accumulated unused PTO up to a maximum of 300 hours, in a lump sum payment, at the employee's current rate of compensation. In case of death, compensation shall be paid to the surviving spouse or the employee's estate. There may be a clearance period of two weeks from effective date of separation until issuance of the accrued PTO payment.

Payment of accumulated PTO or other severance pay may be withheld whenever an employee leaving the EMPLOYER's service fails to return uniforms, equipment or other EMPLOYER's property issued to the employee, or is otherwise indebted to the EMPLOYER.

7.8 Creditable service for use in determining an employee's PTO accrual rate shall be only current continuous service, including all authorized paid leave, and authorized leave without pay for military service.

7.9 PTO shall be granted at such time as may be deemed in the public's interest and convenient to the department, office or division. In case of a conflict with PTO scheduling, the more senior employee shall have the first choice. Except in emergency cases, application for PTO shall be made in advance of use before an employee shall be entitled to use the earned PTO.

7.10 Unplanned PTO is time that is reported by the employee on the date the employee will not be reporting to work. The EMPLOYER may require documentation when it is established that the employee is using excessive unplanned time off and/or demonstrates habitual or patterned use of unplanned PTO. Unplanned PTO requests for reasons other than illness may be denied.

Failure to receive advance approval of planned PTO or habitual, patterned, or excessive use of unplanned PTO may subject the employee to disciplinary action.

- 7.11 PTO shall be recorded in quarter-hour increments.
- 7.12 An employee may donate up to twelve (12) hours of accrued PTO each fiscal year to an employee who has exhausted their PTO balance due to a life threatening illness/injury of the employee or household member requiring attention. The EMPLOYER shall supply the receiving and donating employee with an application form. The EMPLOYER shall obtain a medical certification, prior to review and approval of the request by the employee's supervisor.
- 7.13 The Executive Director will have the authority to negotiate additional PTO accrual at the time of hire based on a candidate's relevant work experience, if that work experience exceeds the minimum qualifications for the position. As new employees may not be aware of this opportunity, they have up to three months to make this request after hire date for the Executive Director to review and respond.

ARTICLE VIII. DISCHARGE AND DISCIPLINE

- 8.1 The EMPLOYER shall discipline an employee only for just cause.
- 8.2 An employee, other than a probationary employee, may appeal a written disciplinary matter through the contractual grievance procedure of this AGREEMENT.
- 8.3 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.
- 8.4 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 on pay status during the time between the notice of discharge and the expiration of the meeting.
- 8.5 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 IX. LEAVE OF ABSENCE

- 9.1 Eligibility Requirements: Permanent employees shall be eligible for leaves of absence.

9.2 Application for Leave: The employee shall submit any request for a leave of absence in writing 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. The EMPLOYER shall provide written authorization to the employee if a leave of absence is granted.

9.3 Personal Leave (Leave Without Pay):

Personal leave for a limited period may be granted for any reasonable purpose as long as it does not adversely affect the EMPLOYER; and such leaves may be extended or renewed for any reasonable period. Such personal leave shall be reviewed by the Executive Director and approved at the Executive Director's discretion. All personal leave shall be without compensation. However, personal leave shall not be granted unless applicable PTO or Extended Sick leave in excess of forty (40) hours has been used except in the case of funeral leave. It is expected that personal leave will rarely be used.

EMPLOYER paid benefits (except for health as noted herein) and seniority shall not accumulate during personal leave without pay in excess of five (5) consecutive working days, authorized or unauthorized by the Executive Director, but accrued EMPLOYER benefits shall remain on record at the inception of the leave of absence and shall resume upon the return of the employee. EMPLOYER paid health benefits terminate at the end of the month during which any leave of absence described in this section is granted. EMPLOYER paid health benefits are reinstated upon return to employment.

9.4 Child Care Leave (Leave Without Pay):

9.41 A child care leave of up to six (6) months may be granted by the EMPLOYER subject to the provisions of this section. Child care leave may be granted because of the need to prepare and provide parental care for dependent/child(ren) or children of the employee that involves birth, adoption, foster care and child placements beyond the Short Term Disability and FMLA protected leave

9.42 An employee making application for child care leave shall inform the Executive Director in writing of intention to take the leave at least three (3) months before commencement (if possible) of the intended leave. The start and end dates should be provided at that time with a physician statement (if pregnancy) or legal documents indicating the anticipated dates of the occurrence.

9.43 Failure of the employee to return pursuant to the date determined under this section shall constitute grounds for termination unless the EMPLOYER and the employee mutually agree to an extension of the leave.

9.44 Leave under this section shall be without pay, fringe benefits or PTO, except as provided by law (beyond the accrued PTO and FMLA qualifying time) and therefore any benefit premiums will need to be paid in full by the employee before the start date of the leave.

9.45 Child care leave must also be given for parents-guardians to attend school conferences and classroom activities. This is unpaid leave of up to sixteen (16) hours per year.

9.5 Employees receiving (FMLA qualifying) leave of absence without pay for illness, temporary disability, child care, care for parents or to settle an estate shall return to the original position or one of similar status and salary. Employees receiving (non-FMLA qualifying) leave of absence without pay in excess of sixty (60) days for reasons other than illness, temporary disability or child care, or care for parents or to settle an estate, cannot be guaranteed of being returned to their original or similar position and shall not accrue seniority during the period of said leave. If their original position or a position is available, it may be offered at the discretion of the Executive Director. Seniority rights remain in effect while on leave without pay.

9.6 Funeral Leave:

A regular employee may be granted leave with pay when a death occurs in the employee's immediate family. Immediate family is defined as the employee's or spouse's mother, father, daughter, son, sister, brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle, niece or nephew, guardian or the same identified group in a step family and shall also include parents and siblings or persons regularly residing in the employees immediate household. Also included under this definition is the employee's spouse which includes the spouse and the domestic partner (same and opposite sex). The maximum amount of leave with pay for funeral leave shall be three (3) days for local funerals in the Minneapolis. / St. Paul metro area or five (5) days for funerals in greater Minnesota or out of state. If an employee takes time off for the funeral of any person other than a member of his/her immediate family, as defined above, such time off shall be a leave of absence without pay unless the employee elects to take PTO.

9.7 Military Leave:

9.71 Employees who are members of any reserve component of the military forces of the United States shall be granted leave of absence with compensation not to exceed fifteen (15) scheduled work days in one annual or fiscal year when ordered to active duty for such training periods as are necessary to the employee's participation in a reserve training program. Copies of military orders requiring military leave shall be submitted to the Executive Director prior to the grant of the approval.

9.72 Employees in EMPLOYER's service shall be entitled to military leaves of absence without compensation for service in the armed forces of the United States and reinstatement at the expiration of such leave. Such leave shall be authorized only in cases where the employee has been officially called to active duty in the military service and shall be authorized only as long as the employee is in the service as required by the armed services. Upon honorable discharge, the employee is eligible for re-employment rights as set forth in Public Law 93-508.

9.8 Court Leave:

Regular employees may be authorized to be absent from duty with pay when summoned for jury duty or when served, other than being litigant in the case, with subpoena to appear

before court. An employee choosing to be absent on a leave with pay status consents, thereby, to pay to the EMPLOYER an amount equal to the compensation he/she receives for jury duty. Pay for expenses, such as mileage, etc., may be kept by the employee. Any hours not on jury duty shall be worked.

9.9 Paid Parental Leave:

Effective January 1, 2021 the Employer will provide three (3) weeks of Paid Parental Leave for the birth or adoption of a child to either parent that is employed by EMPLOYER.

ARTICLE X. COMPENSATION

10.1 The wage schedule is attached as Appendix A. The 2023 schedule shall be effective January 1, 2023 and reflects a 6.0% general wage adjustment. The 2024 schedule shall be effective January 1, 2024 and reflects a 3.0% general wage adjustment.

10.2 Salary Range Steps: Each classification shall be assigned a salary range according to the wage schedule in Appendix A. Each incumbent shall be assigned a salary rate within the salary range approved for that position, commensurate with the steps identified in Appendix A and the procedures for establishing performance pay, explained herein.

10.3 Salary Changes: Performance and salary are reviewed annually, on the anniversary date of employment, for all regular employees who have completed their probationary period.

Employees who have not reached the market rate of their assigned salary range may be eligible to move to the next step in their assigned pay range if they receive a performance rating that meets or exceeds established standards.

Each year of the agreement, employees who have attained the market rate of their assigned salary range and who have received a performance rating that exceeds established standards may be eligible for an increase as follows:

Performance Rating	Performance Pay Increase
Exceeds Standards (3.00 - 3.49)	2.0%
Exceptional (3.50 - 4.00)	3.0%

Salary changes are recommended by the employee’s supervisor and approved by the Executive Director. Increases that are approved in this manner will be effective upon the position anniversary date; unless the Executive Director determines that a change in an employee’s duties and responsibilities warrants immediate consideration.

10.4 Promotion: An employee promoted to a position in a higher grade shall, upon approval of the new position by the Board of Commissioners, receive the minimum rate for the higher grade. If the rate of his/her former position is the same as or exceeds the minimum, he/she shall advance to the next step in the salary range of the higher class above the rate of compensation that he/she formerly received.

- 10.5 Demotion: An employee demoted in lieu of layoff or at the recommendation of his/her supervisor, shall be paid at a step determined by the Executive Director which is in the range for the lower class position.
- 10.6 Position Reclassification: Position reclassification is recognized through compensation as follows: a proposal for salary change would consider relevant experience of the incumbent as compared to specifications for experience in the revised job description. The incumbent has preference for the reclassified position provided he/she meets the minimum qualifications for the reclassified job. Location of the appropriate step in the new position salary range is the same as the process for determining starting salary. Salary may increase or remain the same, but will not decrease due to reclassification.
- 10.7 Call Back: An employee who is called back to duty during the employee's scheduled off-duty time to respond to a building alarm 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.
- 10.8 Exempt Positions: The Community Development Programs Manager, Community Development Project Manager I, Community Development Project Manager II, General Accountant II, Senior Accountant, Senior Homeownership Specialist, and Information Technology Manager positions have been designated as exempt under the Fair Labor Standards Act. The following provisions shall apply due to the exempt status of the positions:
- 10.81 These positions are not eligible for overtime compensation for hours worked over forty (40) in a work week.
- 10.82 With the preapproval of the department head, these positions will be able to "flex" work hours within a 14 day pay period to balance the hours worked.
- 10.83 With the preapproval of the department head, these positions will accrue compensatory time in accordance with the following:
- a. All hours shall be at the straight time rate (i.e., hour for hour).
 - b. No more than sixty (60) hours of compensatory time may be accrued.
 - c. Compensatory time balances may carry from one year to the next.
 - d. Compensatory time off must be approved by the department head.
 - e. There shall be no severance payment for unused compensatory time.
- 10.9 Working Out of Class: If an employee is working out of class at a higher level than their current level for more than five (5) days, they shall be paid at the higher level of pay in their current step. If the employee working out of class or the position, they are working

out of class in is above Step 6 and into the performance range, the employee would move to the percentage past Step 6 they are currently at.

ARTICLE XI. GRIEVANCE PROCEDURE

- 11.1 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.
- 11.2 Union Representatives: The EMPLOYER will recognize representative designated by the UNION and the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the name of the union representative and successor.
- 11.3 Processing a Grievance: It is recognized and accepted by the UNION and the EMPLOYER that the processing of a grievance 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 representative 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 programs of the EMPLOYER. All grievances must follow the steps designated herein.
- 11.4 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 ten (10) working days after such alleged violation 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 to the Human Resources and Communications Coordinator, the EMPLOYER-designated representative. The EMPLOYER-designated representative will discuss and give, in writing, an answer to such Step 1 grievance within seven (7) 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 ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated Step 2 representative shall give the UNION the EMPLOYER's Step 2 answer in writing within seven (7) calendar days after receipt of such Step 2 grievance. Such meeting shall be held within seven (7) calendar days.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer.

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 ten (10) calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 within 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.

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

- 11.5 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) 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 EMPLOYER 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 each party shall be responsible for compensating its own representatives and witnesses.
- 11.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance 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 XII. SENIORITY/LAYOFF

- 12.1 Seniority shall be the length of continuous employment with the EMPLOYER.

- 12.2 Classification seniority shall be the length of continuous service in a particular classification.
- 12.3 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.
- 12.4 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 layoff, the employee's new salary shall be the lesser of the employee's present salary or the maximum of the new classification.
- 12.5 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) 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.
- 12.6 Employees promoted outside the bargaining unit shall maintain their seniority rights in the unit for six (6) months.
- 12.7 Seniority lists: Each January the EMPLOYER shall post a Classification Seniority List showing the classification seniority of each employee in the bargaining unit. A copy of the Seniority List shall be furnished to the UNION when it is posted. 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.
- 12.8 Breaks in Continuous Service. An employee's continuous service records shall be broken by voluntary resignation, discharge for just cause, and retirement.

ARTICLE XIII. JOB VACANCIES

- 13.1 The EMPLOYER is committed to hiring the most qualified candidate for EMPLOYER's service.
- 13.2 Permanent job vacancies within the bargaining unit shall be posted for ten (10) calendar days. The postings shall normally include job title, classification, rate of pay, description of duties, minimum qualifications and examinations required.

ARTICLE XIV. PROBATIONARY PERIODS

- 14.1 Newly hired and rehired employees shall be subject to a six (6) month probationary period.

- 14.2 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.
- 14.3 Probationary employees shall accrue PTO pursuant to Article VII.
- 14.4 The EMPLOYER may discharge or discipline a probationary employee. Such action shall not be subject to the grievance procedure. (See Article XI.)
- 14.5 A promoted employee shall serve a six (6) month trial period. Such period shall be used to determine the employee's ability and desire to perform the work.
- 14.6 During the trial period, the employee may request return to the employee's previous position. Such return shall be made to the same classification and salary range placement as held prior to promotion.
- 14.7 During the trial period, the EMPLOYER may return the employee to the employee's previous position. Such return shall be made to the same classification and salary range placement as held prior to promotion. Such action shall not be subject to the grievance procedure.
- 14.8 Any probationary period may be extended upon mutual agreement between the Employer and the Union.

ARTICLE XV. INSURANCE

- 15.1 The EMPLOYER agrees to provide health insurance coverage in accordance with the terms of its group policy. Full-time employees are eligible on the first day of the month following the thirty-first (31) day of employment. Dependents of the employee may also be covered under this plan.

EMPLOYER and UNION agree that the terms of this Article will be re-opened if the EMPLOYER is subject to penalty under the Affordable Health Care Act.

Individual and Dependent Coverage.

For the first year of the AGREEMENT, the EMPLOYER and EMPLOYEE will contribute toward the cost of employee and dependent health insurance coverage according to the schedule in Appendix C. For subsequent year(s) of the AGREEMENT, EMPLOYER and Employee shall split equally any increase in plan cost. Beyond a total increase of six percent, either EMPLOYER or UNION may reopen for the purpose of bargaining available alternatives.

In addition, for certain plan and coverage choices, the EMPLOYER will contribute a monthly amount toward the employee's Flexible Spending Account or Health Savings Account according to the schedule in Appendix B, and \$20/month toward the employee's Health Care Savings Plan account established with the Minnesota State Retirement System. Employees may deduct additional amounts from their wages as a pre-tax deduction for

eligible medical expenses, and contribute said deductions toward each employee's Flexible Spending Account or Health Savings Account.

The EMPLOYEE cost of health insurance selection shall be deducted from the employee's wages, as a pre-tax deduction.

- 15.2 All regular full-time employees are eligible for participation in the EMPLOYER'S dental insurance plan. Employees are eligible on the first day of the month following the thirty-first (31) day of employment. For the first year of the AGREEMENT, the EMPLOYER will pay a portion of the cost of individual coverage consistent with the amounts detailed in Appendix C. For subsequent year(s) of the AGREEMENT, EMPLOYER or UNION may reopen for the purpose of bargaining any increase in cost. Dependents of the employee may also be covered under this plan. For 2021, the EMPLOYER will pay a portion of the cost of individual coverage consistent with the amounts detailed in Appendix C. The difference between the EMPLOYER'S contribution and the monthly premium shall be deducted from the employee's wages as a pre-tax deduction. For 2022, EMPLOYER or UNION may reopen for the purpose of bargaining any increase in cost.
- 15.3 Full-time employees are eligible to be covered by the EMPLOYER'S group short-term disability, long-term disability, accidental death and dismemberment and life insurance plan subject to the policy of the Employer. Upon submittal of proof of good health and acceptance, employees will be eligible on the first day of the month following the thirty-first (31) day of employment, and the EMPLOYER will then pay the entire cost of individual coverage. Ineligibility due to medical condition will be compensated to the employee at cash value of coverage.
- 15.4 Full-time employees must participate in the Health Care Savings Plan program administered by the Minnesota State Retirement System. The EMPLOYER will contribute \$20/month toward each employee's account. All full-time employees shall contribute \$20/month as a pre-tax deduction.

ARTICLE XVI. WORK RULES

- 16.1 The EMPLOYER shall have the right to establish work rules and personnel policies that are not in conflict with the provisions of this AGREEMENT, which shall be equitably and uniformly applied.

ARTICLE XVII. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 17.1 This AGREEMENT shall represent the complete AGREEMENT between the UNION and the EMPLOYER.
- 17.2 The parties acknowledge that during the negotiations that 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. 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 XVIII. SAVINGS CLAUSE

18.1 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, 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 XIX. 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 XX. 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 1 79A.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.

ARTICLE XXI. OVERTIME

- 21.1 There shall be no overtime paid without prior approval of the Executive Director. In accordance with the Minnesota Fair Labor Standards Act, all non-exempt employees will receive overtime pay or compensatory time off at one and one-half (1 ½) times the regular hourly rate for all approved work time in excess of 40 hours in any work week, Saturday through Friday. Exempt employees (those in a supervisory capacity) are not eligible for overtime pay or compensatory time off without prior approval by the Executive Director.
- 21.2 Overtime is to be avoided, but circumstances may require same. The Executive Director, upon recommendation of the employee's immediate supervisor, may grant either compensatory time off (within two pay periods) or pay the employee at the established rates upon the following conditions.
- 21.21 Overtime in excess of five (5) hours per week may be permitted or required by the employee's immediate supervisor.
- 21.22 Overtime in excess of five (5) hours per week may be permitted or required by the employee's immediate supervisor only with the prior approval of the Executive Director, to be confirmed in writing as soon as possible.
- 21.3 There shall be no pyramiding, compounding or other additions to any premium pay.
- 21.4 Compensated leave shall be considered worked hours for the purpose of determining eligibility for overtime compensation.

ARTICLE XXII. EXPENSES

- 22.1 All expenses and mileage shall be reimbursed in accordance with the policy established by the Board of the EMPLOYER.

ARTICLE XXIII. TERMINATION AND MODIFICATION

This AGREEMENT shall be effective as of January 1, 2023 and shall remain in full force and effect through December 31, 2024. 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.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed this 16th _____ day of November _____, 2022.

FOR WASHINGTON COUNTY CDA

DocuSigned by:
Melissa Taphorn
4907F47471D54C1...

FOR AFSCME COUNCIL 5, LOCAL 517

DocuSigned by:
Kara Young Dybedahl
38F643D2B7ED45A...

DocuSigned by:
Dana L. Slimmer
09CADF33C6A1416...

DocuSigned by:
Suzanne Kocurek
3FD8C833F99B42E...

DocuSigned by:
Melinda Pearson
1750D9AA48EE429...

Appendix A

2023 Wage Schedule

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum
Accounting Technician Administrative Assistant	\$19.82	\$20.61	\$21.44	\$22.29	\$23.18	\$24.11	\$27.95
Administrative Specialist Housing Assistance Technician Community Development Technician	\$22.69	\$23.60	\$24.54	\$25.52	\$26.54	\$27.61	\$32.00
General Accountant I Homeownership Specialist Housing Assistance Specialist	\$27.80	\$28.91	\$30.06	\$31.27	\$32.52	\$33.82	\$39.20
Senior Homeownership Specialist Community Development Project Manager I	\$29.74	\$30.93	\$32.17	\$33.46	\$34.79	\$36.19	\$41.95
General Accountant II	\$31.82	\$33.10	\$34.42	\$35.80	\$37.23	\$38.72	\$44.88
Senior Accountant Community Development Programs Manager Community Development Project Manager II	\$34.05	\$35.41	\$36.83	\$38.30	\$39.83	\$41.43	\$48.03
Information Technology Manager	\$36.43	\$37.89	\$39.41	\$40.98	\$42.62	\$44.33	\$51.39

2024 Wage Schedule

Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Maximum
Accounting Technician Administrative Assistant	\$20.41	\$21.23	\$22.08	\$22.96	\$23.88	\$24.83	\$28.79
Administrative Specialist Housing Assistance Technician Community Development Technician	\$23.37	\$24.31	\$25.28	\$26.29	\$27.34	\$28.43	\$32.96
General Accountant I Homeownership Specialist Housing Assistance Specialist	\$28.63	\$29.77	\$30.97	\$32.20	\$33.49	\$34.83	\$40.38
Senior Homeownership Specialist Community Development Project Manager I	\$30.63	\$31.86	\$33.13	\$34.46	\$35.84	\$37.27	\$43.21
General Accountant II	\$32.78	\$34.09	\$35.45	\$36.87	\$38.35	\$39.88	\$46.23
Senior Accountant Community Development Programs Manager Community Development Project Manager II	\$35.07	\$36.48	\$37.93	\$39.45	\$41.03	\$42.637	\$49.47
Information Technology Manager	\$37.53	\$39.03	\$40.59	\$42.21	\$43.90	\$45.66	\$52.93

Appendix B

2023 Health Insurance Premiums

Employee-Only

	HSA Plan	Value Plan	Advantage Plan
Plan Cost (Monthly)	\$508.85	\$654.36	\$728.28
Employer Contribution (Monthly)	\$463.36	\$565.96	\$549.78
Employee Contribution (Monthly)	\$45.49 (8.9%)	\$88.40 (13.5%)	\$178.50 (24.5%)
Employer HSA/FSA Contribution (Annual)	\$2,450 (HSA)	\$1,050 (FSA)	\$0

Family

	HSA Plan	Value Plan	Advantage Plan
Plan Cost (Monthly)	\$1,353.30	\$1,742.98	\$1,940.17
Employer Contribution (Monthly)	\$1,219.86	\$1,427.85	\$1,367.04
Employee Contribution (Monthly)	\$133.44 (9.9%)	\$315.13 (18.1%)	\$573.13 (29.5%)
Employer HSA/FSA Contribution (Annual)	\$2,200 (HSA)	\$0	\$0

HSA contributions will be made in two equal deposits – one in the first payroll period after January 1, and the second in the first payroll period after July 1. Contributions will be pro-rated for new employees beginning in the month health insurance benefits commence.

FSA contributions will be made in a single lump sum of \$1,050 in the first payroll period after January 1. Contributions will be pro-rated for new employees beginning in the month health insurance benefits commence.

Employees on the Employee-only Value plan may choose, by request, to direct \$1,050.00 of the employer FSA contribution to offset employee premium contributions. In that case, the employer shall not deposit any funds into the FSA, and employee premium contributions shall be \$10.80. Such request must be made during open enrollment.

Employees not participating in employer-provided insurance will be eligible for a \$250 employer FSA contribution.

Appendix C

2023 Dental Insurance Premiums

Employee-Only

	Plan Cost (monthly)	Employer Pays (monthly)	Employee Pays (monthly)
HealthPartners Distinctions 6	\$69.86	\$69.14	\$0.72

Family

	Plan Cost (monthly)	Employer Pays (monthly)	Employee Pays (monthly)
HealthPartners Distinctions 6	\$174.64	\$116.00	\$58.64