

LABOR AGREEMENT BETWEEN
THE COUNTY OF CARVER AND
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES COUNCIL #65, AFL-CIO,
LOCAL UNION NO. 2789-4
PUBLIC WORKS



January 1, 2021 - December 31, 2022

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ARTICLE 1. PURPOSE OF AGREEMENT

Section 1. This memorandum of Agreement, hereinafter referred to as the Agreement, is entered into between the County of Carver, hereinafter called the Employer, and Council #65, American Federation of State, County and Municipal Employees and its affiliated Local No. 2789, hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1. Establish the foundation for a harmonious and effective labor management relationship.
- 1.2. Express in written form the complete Agreement between the parties on hours, wages and other conditions of employment, and to specify the duration of this Agreement.
- 1.3. Establish orderly procedures for the resolution of disputes concerning the interpretations and/or application of the provisions set forth in this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication. The parties recognize that this Agreement is not intended to modify any of the authority vested in the County of Carver by the statutes of the State of Minnesota, except as provided in this Agreement.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the exclusive representative for units for Carver County employees composed as follows:

All employees employed by Carver County, Chaska, Minnesota, whose employment services exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 workdays per year excluding the employees of the Public Works Division; the Sheriff's Office (except clerical and nursing); the Health and Human Services Division; supervisory; confidential; and essential employees.

ARTICLE 3. DEFINITIONS

Section 1. These terms used in this Agreement shall be defined as follows:

- 1.1. Base Pay Rate: The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.

- 1.2. Compensated Payroll Status: Compensated payroll status shall include hours worked, PTO, holidays and compensatory time hours. Compensatory time or flex time shall not be used to accumulate hours beyond 40 in a work week for non-exempt staff or 80 in a pay period for exempt staff.
- 1.3. Compensatory (Comp) Time: Paid time off which is earned and accrued by a non-exempt employee in lieu of cash payment for overtime work.
- 1.4. Continuous Service: Unceasing service from last date of hire, including approved leaves of absence up to one (1) year in duration and periods of layoff if return from layoff was upon recall, as provided in Article 6, Section 2.
- 1.5. Days: Unless otherwise indicated, means working days (Monday through Friday, exclusive of holidays).
- 1.6. Demotion: A change by an employee from a position in one (1) work classification to a position in another classification with less responsible duties and with a lower a Decision Band Method (DBM) designation.
- 1.7. Department: An organizational unit of Carver County government.
- 1.8. Division: An organizational unit of Carver County Government including one or more Departments.
- 1.9. Emergency: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- 1.10. Employee: A member of the exclusively recognized bargaining unit as defined in Article 2 of this Agreement.
- 1.11. Employer: Carver County Board of Commissioners and its designated representatives.
- 1.12. Exempt Employee: An employee exempt from the overtime provisions of the federal Fair Labor Standards Act, whose job duties and responsibilities are primarily professional, managerial, and/or executive in nature.
- 1.13. Flex Time: Earned by an exempt employee who works more than eighty (80) hours in a pay period. No guarantee exists for the employee to utilize part, or all of the flex accrued. At no time shall an exempt employee accrue more than eighty (80) hours of flex time. Flex time shall have no cash value upon separation from employment.
- 1.14. Full Month of Service: One (1) calendar month of continuous service.

- 1.15. Layoff: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral consideration.
- 1.16. Leave of Absence: An approved absence from work duty during a scheduled work period with or without compensation.
- 1.17. Payroll Year: The year beginning with the first day of the payroll period that will be paid in the calendar year and ending with the last day of the final complete pay period that will be paid in the calendar year.
- 1.18. Permanent Employee: A member of the exclusively recognized bargaining unit as defined in Article 2 of this Agreement who has completed the required probationary period for newly hired or rehired employees.
- 1.19. Permanent Part-Time Employee: A member of the bargaining unit, as defined in Article 2, who serves less than thirty-five (35) compensated hours per week (average of 151.66 hours per month).
- 1.20. Probationary Period: The first twelve (12) months of service of newly hired or rehired employees.
- 1.21. Promotion: A change of an employee from a position in one (1) work classification to a position to a position in another work classification with more responsible duties and a higher Decision Band Method (DBM) designation.
- 1.22. Reclassification - A change in the DBM level of a position as a result of approved changes in job duties which modify the responsibilities or decision-making authority by raising it to a higher level or reducing to a lower level, based on a retrospective review of how the position has evolved. The incumbent of the position retains their employment and does not have to apply for the new classification/position. Effective upon ratification of the 2021-22 collective bargaining agreement, a new classification seniority date will not be established for the incumbent, corresponding to the effective date of the reclassification.
- 1.23. Reinstatement: Rehiring an employee in a classification they have previously held, within the first twelve (12) months following their voluntary termination. A reinstated employee may receive credit for prior service in leave accruals and wages upon reinstatement.
- 1.24. Pyramiding: The payment of more than one (1) form of premium compensation for the same hours of work.

- 1.25. Seniority: Length of Service as established by Article 6, Section 1.
- 1.26. Temporary Employee: An employee hired on a temporary basis to replace a regular employee who is on a medical leave of absence or other leave of absence or who has been assigned to a special project. Temporary employee shall include a special project employee who is hired on a grant or other special project basis where the employee has little prospect for permanent employment. Such employees shall not receive any benefits or seniority.
- 1.27. Transfer: A change of an employee from one (1) position to another position in the same work classification in another department or division or to another work classification with the same Decision Band Method (DBM) designation usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 1.28. Trial Period: The first six (6) months of service in a new position of a promoted or transferred employee.
- 1.29. Union: Council #65, American Federation of State, County and Municipal Employees, and its affiliated Local Union #2789.
- 1.30. Union Member: A member of Council #65, American Federation of State, County and Municipal Employees and its affiliated Local Union #2789.

ARTICLE 4. UNION SECURITY

Section 1. In recognition of the Union as the exclusive representative, the Employer shall:

- 1.1. Deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of an employee who has authorized, in writing, such deduction in a form agreed upon by the Employer and the Union; and
- 1.2. Deduct each month fees from the wages of a bargaining unit employee who has authorized in writing such deductions; and
- 1.3. Remit monthly such deductions to the appropriate designated officer of the Union with a list of the names of the employees from whose wages deductions were made; and
- 1.4. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

Section 2. The Union agrees to represent all members of the unit fairly and without

discrimination.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments including attorney's fees 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.

Section 4. The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and the designation of the successors to former stewards. The Union shall also certify to the Employer a complete current list of its officers and representative(s).

4.1 The Employer agrees to recognize stewards certified by the Union as provided in this Section, subject to the following: Stewards and other employee Union officers shall not leave their workstations 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 on paid time investigate or present a grievance.

4.2 Non-employee representatives of the Union, previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify and receive approval from the Employee's Department Manager and provided the Union representatives do not interfere with the work of employees. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without prior approval of the Employer.

4.3 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 items specifically approved by the Employer. The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

4.4 The Employer agrees to provide information regarding job classification, FLSA status and DBM level on the County's external website for informational purposes only.

ARTICLE 5. EMPLOYER AUTHORITY

Section 1. It is recognized by both parties that except as expressly stated herein, the Employer shall retain whatever right and authority necessary for it to operate but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the department; to determine the method, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made, purchased or contracted out for; to hire, promote or relieve employees; to demote, suspend, discipline or discharge for just cause; to make and enforce rules and regulations which are not in conflict with this Agreement; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the Employer shall retain the authority and prerogatives to:

- a. Operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities, except as expressly provided in this Agreement, and to establish such work rules as do not conflict with the provisions contained in this Agreement.
- b. Maintain the efficiency of the government operations; and
- c. Take whatever actions may be necessary to carry out the missions of the Employer in emergencies.

A reference in this Agreement to state or federal law will not be deemed to incorporate the referenced law into this Agreement.

Section 2. The Employer retains all rights and privileges not specifically addressed or modified by this Agreement.

Section 3. The Employer agrees to apply the terms of this Agreement to all members of the units fairly and without discrimination.

ARTICLE 6. SENIORITY

Section 1. Seniority:

- 1.1 The Employer shall establish and post separate seniority lists for permanent full-time and permanent part-time employees by January 31 each year. Seniority lists shall include County, Union and Classification seniority dates. Ties in seniority shall be broken prior to posting.

- 1.2 There shall be three (3) types of seniority established on each seniority list as follows:
 - 1.2.1 County Seniority: which shall be the total length of continuous service with the County which is primarily used for the calculation of benefits.
 - 1.2.2 Union Seniority: which shall be the total length of continuous service within the bargaining unit.
 - 1.2.3 Classification Seniority: which shall be the total length of continuous service within a work classification. For purposes of layoff only, classifications Appraiser I and Appraiser II shall be considered one classification.
- 1.3 Seniority after Organizational Changes:
 - 1.3.1. When an employee's job title changes and their duties remain essentially the same, the employee shall maintain classification seniority based on the combined time in the two job titles.
 - 1.3.2 In the case of any reorganization and/or restructuring resulting in the merging or renaming of a department or division, an employee shall maintain seniority based on the combined length of service in the previously and currently named departments or divisions.
- 1.4 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.
- 1.5 Seniority Lists: The seniority list for full-time employees shall include the part-time employees whose continuous service commenced prior to January 1, 1992. Employees with budgeted FTE of 0.8 or greater shall be considered full-time employees as of January 1, 2010 and shall be placed in order of classification seniority at the bottom of the existing full-time seniority list. There shall be a separate seniority list of part-time employees (employees with budgeted FTE of less than 0.8) by classification seniority.
- 1.6 Ties in Seniority: Ties in classification seniority shall be broken by Union seniority. Ties in Union Seniority shall be broken by County seniority. Ties not resolved based on the language above shall be broken by lot draw. The results of the lot draw will be binding.
- 1.7 Seniority List Challenge: Employees will have thirty (30) calendar days after the day

of posting to challenge any data or seniority ranking contained in the posted seniority list. All such challenges will be submitted to the County Employee Relations Division in writing together with any supporting documentation. Timely challenges will be evaluated jointly by the County and the Union. Affected employees will be notified in writing of the County's decision. Affected employees who disagree with the County's decision may file a grievance which will be considered to automatically be at the arbitration level to be handled in an expedited manner. Upon conclusion of the challenge process, the seniority list will be final and binding on all employees and the County for purposes of any layoff.

Section 2. Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of layoff and recall subject to the following provisions:

2.1 Layoff: Layoff shall be by classification within a division, in inverse order of classification seniority, exhausting part-time seniority list prior to full-time seniority list. However, an employee about to be laid off, shall have the right to bump (displace) the employee with the least Union seniority in a previously held bargaining unit position of equal or lower pay grade as long as their classification seniority is greater than that of the person currently holding the position.

2.2 Pro-rata Reduction in Hours: A group of employees within a department may propose a plan of pro-rata reduction in hours in lieu of placing junior employees on layoff. Such a plan may be presented to the County for its consideration. Upon approval by the County the plan would be deemed to be an agreed upon exception to the provisions of this Article which the County would then implement.

2.3 Recall From Layoff:

2.3.1 Recall from layoff shall be by classification within a division, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or an extended date mutually acceptable to the employee and Employer, she/he shall automatically have terminated her/his employment. An employee's name shall be retained on the recall list for two (2) years, at which time all rights to recall shall terminate.

2.3.2 An individual on a recall list resulting from a layoff January 1, 2010, or later shall have first right of refusal for any vacancy at the same or lower grade that they held at the time of the layoff, within their bargaining unit, for which they possess the minimum qualifications. The first right of refusal shall be offered to these individuals on layoff

in seniority order. An individual recalled to such a position shall have three (3) days to accept or reject the recall offer. When an individual accepts such a recall, their name shall be removed from the recall list. The employee accepting such an offer shall serve a trial period in the new position, during which time the supervisor and employee may assess the fit for the position. If either party determines that it is not a good fit, the employee shall be returned to the recall list for the duration of their original layoff period. The recall period is not extended by an employee accepting a position and returning to the recall list. Once an employee accepts a recall position, the employer is not required to offer them additional positions, but an employee in such a situation is eligible to apply for or request a transfer to an open position.

If an individual on the recall list refuses such an opportunity, they shall remain on the recall list for the duration of their recall period.

- 2.3.3 Recall to Fewer Hours: If an employee is recalled to a position with fewer assigned hours than the position from which the employee was placed on layoff status, then the employee may reject the recall and remain in layoff status with recall rights continuing for the balance of the two (2) year time period.
- 2.3.4 Recall to Greater Hours: If an employee is recalled to a position with greater assigned hours than the position from which the employee was placed on layoff status, then the employee may reject the recall and remain in layoff status with recall rights continuing for the balance of the two (2) year time period.
- 2.4 The Employer shall issue written notice ten (10) calendar days in advance of layoff or recall from layoff to affected employees. Recall notification shall be by registered or certified mail to the employee's last known address. It shall be the responsibility of each employee on layoff to inform the Employer of any address change.
- 2.5 Emergency, provisional and limited term employees in the same classification and department shall precede permanent employees in layoff. No new employees shall be hired in a work classification and department where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.
- 2.6 Employees in layoff status will have a right of first refusal to substitute for an

incumbent who is on a leave of absence approved by the County, provided the employee meets minimum requirements to perform the duties of the position held by the employee who is on an approved leave of absence. The employee in layoff status may accept or reject the substitute duties without jeopardizing recall rights. Acceptance of the substitute duties does not constitute a recall. Upon completion of the substitute duties, the employee will not be entitled to any notice of procedures whatsoever.

2.7 Seniority During Layoff: Employees will retain the seniority they accrued prior to layoff but shall not accrue additional seniority during the time they are on layoff status.

2.8 Upon recall from lay-off, an employee's leave accrual rate shall be restored to the rate immediately prior to the lay-off. Upon recall from layoff, an employee's leave balance(s) shall be restored to the level immediately prior to layoff, reduced by any severance payout resulting from the layoff.

Section 3. Whenever possible, vacant or newly created positions shall be filled by transfer or promotion from among the present employees. When all other qualifications are equal, the Employer shall select the applicant with the greater County seniority for the job posting. If it becomes necessary in making a promotion or transfer to bypass an employee's seniority, reasons for said denial shall be given in writing to such employee. Positions with the incumbents which are reclassified shall not be considered vacant or newly created for the purpose of bidding.

3.1 When recruiting to fill a vacant position, the Employer shall interview the most highly ranked, qualified bargaining unit member for a vacancy within the bargaining unit.

Section 4. For a period of five (5) days prior to filling such vacant or newly created bargaining unit position, the Employer shall post in a conspicuous public place at each work site notice of all vacant or newly created bargaining unit positions to be filled. Such notices shall state the type of work, the place of work, the rate of pay, normal hours to be worked, and the job classification.

Section 5. For employees assigned road and bridge duties, when the Employer has twenty-four (24) hours' notice of the need for overtime work, overtime will be assigned on the basis of seniority within the district.

ARTICLE 7. GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance: A grievance is defined as a dispute or a disagreement as to

the interpretation or application of the specific terms or conditions of this Agreement.

Section 2. Representatives: The Employer will recognize representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 3. Processing of a Grievance: It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the County during normal working hours provided the employee and the Union representative have notified and received the approval of the Employer who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 4. Procedure: Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this contract shall, within fifteen (15) days after the day such alleged violation has occurred, present such grievance in writing to the employee's immediate supervisor. The supervisor must be in receipt of the grievance on or before day fifteen (15). The supervisor will discuss and give an answer in writing to such Step 1 grievance within ten (10) days after receipt. If the grievance is not resolved based upon the supervisor's Step 1 answer, the grievance shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Division Director or his/her designee. The Division Director or his/her designee shall give the Union the Employer's Step 2 answer in writing within ten (10) days after receipt of such grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) days following the Division Director or his/her designee's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) days shall be considered waived.

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

Step 3A. Mediation: If the Employer and the Union mutually agree, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services (BMS) for mediation within ten (10) days after receipt of the Employer-designated representative's final answer in Step 3. If the grievance is submitted to mediation and is resolved, the settlement shall be reduced to writing and signed by both the Employer and the Union. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) days of the date of the mediation meeting. Any grievance not appealed in writing to Step 4 by the Union within ten (10) days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. Filing for arbitration must occur within ten days (10) of the receipt of the Employer's Step 3 response. Any grievance not appealed to arbitration within ten (10) days shall be considered waived. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services (BMS). The Union must contact the Employer to select an arbitrator within (30) calendar days of the arbitration filing date or the grievance shall be considered waived. Notification/booking of the arbitrator may be extended by mutual agreement of the Employer and the Union.

Section 5. Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar 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 contract and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 6. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

Section 7. Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Section 4, or a procedure such as: Veterans Preference or Human Rights. If appealed to any procedure other than Step 4 of Section 4, the grievance is not subject to the arbitration procedure as provided in Step 4 of Section 4. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Section 4, or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Section 4.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of Section 7 shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE 8. NO STRIKE/NO LOCK OUT

Section 1. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow-downs, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Union, when aware of the event, shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

Section 2. The Employer shall not lock out unit employees.

Section 3. The provisions of this Article shall only apply during the duration of this Agreement.

ARTICLE 9. PROBATION AND TRIAL PERIODS

Section 1.1 All newly hired or rehired employees, hired prior to the ratification of this agreement, shall be probationary and shall serve a six (6) month probationary period. The probationary period may be extended at the discretion of the Employer for no more than three (3) additional months. The employee and the Union shall be notified of any extension and the reason(s) for the extension prior to the end of the initial probationary period. Employees may use PTO throughout the probationary period.

Section 1.2 All newly hired or rehired employees, hired after the ratification of this agreement, shall be probationary and shall serve a twelve (12) month probationary period. Employees may use PTO throughout the probationary period.

Section 2. The Employer, at its sole discretion, may discipline or discharge a probationary employee, such action shall not be subject to the grievance procedure.

Section 3. All employees promoted, recalled or transferred to a new position shall serve a six (6) month trial period. If an employee serving a probationary period as defined in Section 1, above, receives a promotion or transfer he/she shall serve a complete twelve (12) month probationary period followed by a complete six (6) month trial period.

Section 4. The Employer may return a trial period employee to a position in his/her former classification and to his/her classification during the trial period and to his/her rate of pay immediately previous to transfer or promotion.

Section 5. A trial period employee shall have, for the first four (4) months of the trial period, the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion.

ARTICLE 10. WORK SCHEDULES, OVERTIME AND PREMIUM PAY

Section 1. This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 2. Work Schedules.

- 2.1 Work Week: The normal work week shall be forty (40) hours of work for non-exempt full-time employees. Normal workdays shall be Monday through Friday, except for functions operated on a continuous shift basis or requiring departure from the normal schedule. The parties, by mutual agreement, may elect an alternative work week (not to exceed forty (40) hours per week). The normal work period for exempt employees is eighty (80) hours in a two-week payroll period.
- 2.2 Work Day: The normal workday for full-time employees shall consist of eight (8) hours of work plus an unpaid meal period. The parties, by mutual agreement, may elect an alternative workday of up to ten (10) hours per day. However, notwithstanding Section 3.2, if such an alternative schedule is elected, employees shall only receive overtime compensation for hours worked that exceed forty (40) hours per week. Engineering employees are guaranteed eight (8) hours of work per day. For the purposes of this section the Engineering Department shall include all classifications within the Program Delivery Department, except for Traffic Operations Coordinator and Traffic Operations Specialist.
- 2.3 Work Shift: Work shifts, staffing schedules and the assignment of employees hereto shall be established by the Employer.
- 2.4 Work Schedule Changes: The Employer shall notify employees ten (10) workdays in advance of any permanent changes in their work schedules.
- 2.5 Rest Breaks: Employees shall be granted two (2) paid fifteen (15) minute rest

breaks per work shift, one (1) break toward the middle of each one-half (1/2) work shift, at times designated by the Employer when the Employer determines that such breaks will not materially interfere with the rendering of services.

- 2.6 Meal Period: An unpaid meal period shall be scheduled toward the middle of the workday as defined in Section 2.2 at a time which the Employer determines does not interfere with the rendering of services.

Section 3. Overtime.

- 3.1 All hours worked in excess of forty (40) hours per week shall be considered overtime. For purposes of computing overtime, the work week shall begin at 12:01 a.m. Monday.
- 3.2 Non-compensated leave of absence hours shall not be included in the worked hours per week required to qualify for overtime pay.
- 3.3 All hours in compensated payroll status shall be considered as hours of work required to qualify for overtime pay except compensatory time shall not be used to accumulate hours beyond forty (40) in any work week.
- 3.4 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.
- 3.5 Non-exempt employees shall be compensated for all overtime hours worked at the rate of time and one-half (1½) the employee's base pay rate.
- 3.6 Overtime compensation for non-exempt employees shall be made either in cash or in compensatory time off, at the employee's option, which shall be designated by the end of the calendar year for the upcoming calendar year. Such compensatory time may not be used to accumulate hours beyond 40 in a given work week. Effective 2022, employees with a budgeted FTE of less than 1.0 shall not be eligible to elect compensatory time in lieu of overtime cash payment. The Employer shall provide full-time employees the opportunity to make an election, upon hire, for compensatory time or cash payment for overtime hours to be effective through the end of the payroll year in which they are hired.
- 3.7 Employees shall receive overtime compensatory time at the same rate (either base or premium) that would apply if the employee were to receive cash payment for the hours worked.

- 3.8 No employee shall retain more than forty (40) hours in the compensatory time bank; hours earned in excess of forty (40) shall be paid in cash at the appropriate rate. An employee may accrue up to eighty (80) hours of compensatory time with the specific approval of his/her immediate supervisor.
- 3.9 An employee receiving supervisory approval to accumulate eighty (80) hours of compensatory time may carry that amount from one (1) calendar year to another.

Section 4. Premium Pay

4.1 Call-In Pay: The Employer shall pay a minimum of two (2) hours pay at the appropriate rate if any employee is called in by the Employer. A call-in shall not include an early start to a work shift or an extension of a work shift. Meetings and other scheduled work, except for emergencies, shall not qualify for call-in.

4.2 On-Call Pay:

4.2.1 The Lead Highway Maintenance Operators assigned weekly on-call responsibility for after-hours emergencies shall receive a payment of one hundred sixty-five (\$165.00) dollars for the week assigned to on-call duty. In the event an employee who is assigned on-call duty receives a duty-related telephone call and the matter can be dealt with without the employee leaving home and reporting to a County work site, time shall be compensated in 15-minute increments at regular pay and the two (2) hour call-in pay in Article 10, Section 4.1 shall not apply.

4.2.2 Parks Department employees assigned on-call responsibility shall receive a payment of one hundred sixty-five dollars (\$165) for each week assigned on-call responsibilities. In the event an employee who is on-call receives a call that requires reporting to a County work site, the two (2) hour minimum in Section 4.1 shall apply.

4.3 Alternative Work Schedules: If an employee makes a request for an alternative work schedule and such request is denied by the employee's supervisor, the employee may appeal this decision in successive steps through the division's management levels up to and concluding at the County Administrator. The ultimate work schedule decision shall not be subject to appeal to the grievance procedure of this Agreement.

4.4 Sunday Work: Employees who are called to work on a Sunday performing unscheduled or emergency duties shall receive two (2) times their regular base

rate of pay for hours worked.

- 4.5 Pre and Post Shift Premium Pay: Employees performing Operations duties shall be compensated in cash for all hours worked outside of the normal work hours at the rate of one and one-half (1½) times the employee's base rate.

Section 5. Exempt Employees.

- 5.1 When the Employer creates a new classification or changes the job content of an existing classification, the Employer shall designate the position as exempt or non-exempt. The Employer shall notify the Union of such designation. The Union may request in writing that the employer meet and confer concerning such designation within ten (10) days of notification.
- 5.2 All hours worked in excess of eighty (80) hours in a pay period shall be considered premium compensation hours for exempt employees.
- 5.3 Exempt employees shall be compensated for premium compensation hours on the basis of one (1) hour of flex time earned for each premium compensation hour worked. However, no guarantee exists for the exempt employee to utilize part or all of the flex time accrued. In no instance shall an exempt employee receive cash payment for flex time accrued during employment or at severance. Flex time for exempt employees may accrue to eighty (80) hours at the end of any pay period.

ARTICLE 11. HOLIDAYS

Section 1. Employees shall be entitled to compensated time off for designated holidays provided the employee is on compensated payroll status the last assigned workday preceding the holiday and the first assigned workday following the holiday.

Section 2. Designated eight (8) hour holidays are as follows:

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
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 DayDecember 25

Section 3. Permanent part-time employees shall receive holiday pay concurrent with the holiday at a pro rata amount based on their budgeted FTE.

Section 4. Employees assigned in accordance with the normal work day schedule as defined in Article 10, Section 2, and required by the Employer to work on a holiday as designated in this Article, shall receive overtime compensation at one and one-half (1½) times their base pay rate for hours worked, plus holiday compensation at their base pay rate, but in no case shall the total compensation exceed two and one-half (2½) times the employee's base pay rate.

Employees required by the Employer to work on Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day and President's Day shall receive overtime compensation at two (2) times their base pay rate for hours worked, plus holiday compensation at their base pay rate (but in no case shall the compensation exceed three (3) times the employee's base pay rate). When an employee is called to work on a designated holiday which falls on a Saturday or Sunday, the premium pay described in this section applies to the work performed on such Saturday or Sunday. Conversely, when an employee is called to work on an observed Monday or Friday holiday, as described in Section 5 below, the premium pay described in this section does not apply to the work performed on such Monday or Friday.

Section 5. When a holiday, as designated in the Article, falls on Sunday, the following day (Monday) shall be observed as the holiday for employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be the observed holiday for employees. An employee, regardless of his/her work schedule, shall receive the same number of holidays as an employee whose normal work week is Monday through Friday.

Section 6. Holidays which occur within an employee's approved and compensated, PTO period will not be chargeable to the employee's PTO time.

ARTICLE 12. PAID TIME OFF (PTO)

Section 1. All full-time employees shall be eligible for PTO leave benefits at their current base pay rate. Probationary employees shall accrue PTO during their probation and are eligible to use PTO during probation.

Section 2.

2.1 Permanent full-time employees shall accrue PTO benefits in accordance with the following schedule, provided that PTO leave shall only accrue when an employee is on compensated payroll status or approved military leave:

Years of Completed Service	PTO Days / Hours Earned Per Year
Less than 5 years	20 days (160 hours)
5 years, but less than 10 years	23 days (184 hours)
10 years, but less than 15 years	26 days (208 hours)
15 years, but less than 20 years	29 days (232 hours)
20 years, but less than 25 years	32 days (256 hours)
25 years or more	35 days (280 hours)

2.2 Permanent part-time employees shall accrue PTO benefits in accordance with the above schedule, but on a prorated basis.

Section 3. PTO shall not exceed eighty-seven and a half (87.5) days [seven hundred (700)] hours as of December 10 of each year.

Section 4. Requests for PTO must be submitted to the employee's designated supervisor. Requests for planned PTO must be submitted at least forty-eight (48) hours in advance of the absence requested and fifteen (15) calendar days in advance of periods of five (5) days or more duration. All PTO requests are subject to the supervisor's approval. The advance notice requirements may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the Employer. When it is necessary for the employer to disapprove PTO requests because the number of employees requesting leave exceeds the number of employees the Employer determines it possible to grant PTO at one (1) time, the Employer shall grant such requests as follows: Department seniority shall prevail for PTO requests submitted between January 1 and March 31 for PTO to be taken from April 15 through December 31 of that same year and the supervisor shall respond to these requests on or before April 5; all other requests will be handled on a first-come, first-served basis and the supervisor shall respond within twenty-four (24) hours to the forty-eight (48) hour request and within five (5) days for the longer period request.

Section 5. Employees shall not be entitled to receive cash payment in lieu of leave for unused accumulated PTO leave hours except upon mutual agreement of the Employer and the employee. However, upon complete termination of employment of permanent employees, such employees shall be paid for the unused accumulated PTO leave to their credit based on the table in the Severance Article. Any PTO severance due to a terminating employee shall be paid at the employee's base rate at the time of

termination and in accordance with Article 15, Sections 3 and 4.

Section 6. PTO Cash-out Plan: An employee may request to be paid for accumulated PTO to a maximum of forty (40) hours per payroll year, in conjunction with taking a block of forty (40) hours of PTO provided that after the reduction of the hours requested, the employee retains a minimum PTO balance of forty (40) hours. The request may be made prior to the taking of forty (40) consecutive hours of PTO for payment with the last payroll prior to taking of the PTO or at any time within the same payroll year after the taking of forty (40) consecutive hours of PTO. If the cash-out is requested prior to the taking of the PTO, and the employee does not take the forty (40) consecutive hours of requested PTO, the employee's pay will be reduced by forty (40) hours on the next payroll. The number of whole hours that may be requested for cash-out will be determined by the employee and will be limited only by the employee's choice and the conditions previously stated in this section. Employees must make the election to exercise this option during open enrollment for participation in this benefit during the next payroll year.

Section 7. Exempt employees may not use PTO in a given pay period to accumulate hours beyond 80 unless the PTO was approved at least five working days in advance of the leave time being taken.

ARTICLE 13. LEAVES OF ABSENCE

Section 1. General Conditions.

- 1.1 To the extent possible, requests for leave shall be made by employees prior to the beginning of the periods of absence, and no payment for any absence shall be made until the leave is properly approved.
- 1.2 An employee on an approved leave of absence may cancel the leave and return to work early with the approval of the Employer.
- 1.3 Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis. No such deduction shall be made from leave accumulations for holidays or non-workdays falling within such leave with pay subject to the conditions set forth in Article 11, Section 1.
- 1.4 The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds that the employee is using the leave for purposes other than those specified at the time of approval.
- 1.5 The Employer shall continue to pay its share of insurance benefits as provided by

Article 18, for employees on leave of absence with pay and for employees on an unpaid leave of absence under the Federal Family Medical Leave Act. Employees on leaves of absence without pay which are not taken in accordance with the Federal Family Medical Leave Act who are eligible to participate in the insurance coverage and who choose to participate while on leave shall be able to do so but shall pay the full premium costs of such coverage.

- 1.6 Employees on approved leaves of absence shall continue to accrue County, Union and Classification seniority. Employees on leave with pay shall continue to accrue PTO during their leave. Employees on leave without pay shall retain all unused, accrued PTO, but shall not accrue additional PTO during their leave of absence and may not utilize such benefits during the period of the leave.
- 1.7 Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the point in the salary schedule where he/she was when the leave began, with any negotiated adjustments added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward the time required to complete a probationary or trial period.

Section 2. Leaves with Pay:

- 2.1 Court Appearance: Employees called for jury duty shall receive their normal compensation for days they are scheduled to work. Any payments or fees, excepting expenses, shall be remitted to the County. If an employee is excused from court duty prior to the end of the work shift, the employee shall return to work as directed by the County or make arrangements for a leave, with or without pay. Employees subpoenaed as a witness in an official capacity or for County related business will receive their normal compensation, less any fees exclusive of expenses, unless the action is instituted by the employee. Any voluntary absence to testify in litigation, not in the status of an employee, shall not qualify for any compensation and the employee shall arrange for a leave, with or without pay. Any party to a lawsuit, not connected to County duties shall not qualify for compensation and the employee shall arrange for a leave, with or without pay.
- 2.2 Military Duty Leave: In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of the active duty required for such training, not to exceed fifteen (15) calendar days per calendar year. The employee shall present the Employer with

official copies of the orders received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.

- 2.3 Funeral Leave: Leave with pay, not deducted from PTO to a maximum of three (3) days shall be granted upon the occasion of the death of the employee's current spouse, child or stepchild, parent or current parent-in-law.

Section 3. Catastrophic Sick Bank (CSB)

- 3.1 Employees hired prior to December 1, 2010, may have catastrophic sick bank (CSB) hours as a result of the conversion to PTO. CSB may be used for an illness or injury after using five (5) days of PTO for that episode.
- 3.2 Catastrophic sick bank shall have no cash value.

Section 4. Leaves Without Pay:

- 4.1 At the discretion of the Employer, a leave of absence without pay for reasons other than disability may be granted to an employee requesting such leave in writing. Such leave shall not exceed one (1) year, except educational leave for an employee enrolled in graduate school which may exceed one (1) year, but not exceed two (2) years.
- 4.2 Parental Leave
- 4.2.1 In lieu of PTO as provided in Article 12, a non-probationary employee at his/her option may voluntarily elect to apply for an extended leave of absence without pay for parental purposes which shall be granted for a period not to exceed six (6) months, which will be treated as any other leave of absence.
- 4.3 Employees shall be entitled to military leaves of absence without pay for service in the armed forces of the United States. 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 so long as the employee is in the service as required by the government.
- 4.4 Union Business: The Employer agrees to allow the officers and the representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the division.

ARTICLE 14. ABSENCE WITHOUT LEAVE

Section 1. Any absence of an employee from scheduled duty that is not promptly reported to and authorized by the Employer shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days shall be deemed to have resigned his/her employment, provided that the Employer may grant approval for leave subsequent to the authorized absence if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE 15. SEVERANCE COMPENSATION

Section 1. Payment of severance pay may be withheld whenever an employee leaving the County service fails to return equipment or other county properly issued to the employee, or is otherwise indebted to the County.

Section 2. In the event severance compensation is due an employee as a result of death, the death benefits shall be paid to the surviving spouse or to the employee's estate.

Section 3. An employee who terminates employment, having given a two-week notice, and leaving in good standing, shall receive their accrued, unused PTO balance, not to exceed 700 hours, paid in accordance with the following schedule.

Years of Continuous Service	%age of PTO paid out upon resignation or retirement (based on maximum of 700 hours)	Paid in cash or to a Post-Employment Health Care Savings Plan (PEHCSP) *
< 5	30%	Cash
5 - < 7	50%	PEHCSP *
7	55%	PEHCSP *
8	60%	PEHCSP *
9	65%	PEHCSP *
10 - < 12	70%	PEHCSP *
12 - < 14	75%	PEHCSP *
14 - < 16	80%	PEHCSP *
16 - < 18	90%	PEHCSP *
18 - < 20	95%	PEHCSP *
20 +	100%	PEHCSP *

*In all cases, upon resignation or retirement, if an employee has fewer than eighty (80) PTO

hours, once the percentage above has been applied the entire amount shall be paid out in cash.

Section 4. Any accrued, unused PTO hours in excess of 700 at the time of separation shall be forfeited prior to applying the percentages in the table above.

ARTICLE 16. ALLOWANCES

Section 1. Automobile Allowance: Employees required by the Employer to use their personal cars while engaged in County work, shall be entitled to reimbursement at a one (1) mile minimum per trip. Such reimbursement shall be at the rate established by the Internal Revenue Service. If the Internal Revenue Service sets the rate during a year retroactive to the beginning of the year, then the new rate will also be retroactive for employees entitled to reimbursement.

Section 2. Clothing and OSHA Approved Safety Boot Allowance: Employees of Operations, Program Delivery and Parks who are normally required to work in an environment that causes damage to clothing shall be entitled to a clothing allowance of two hundred fifty dollars (\$250.00) per year to be used to purchase clothing worn on the job. This allowance shall be paid to each eligible employee on or about January 31 of each year. Employees that receive a uniform to wear on the job shall not be entitled to the \$250.00 clothing allowance listed above.

Employees of the Operations, Program Delivery and Parks Departments who are normally required to work in an environment where OSHA approved safety boots are required, shall be entitled to a safety boot allowance of two hundred and twenty-five dollars (\$225.00) paid on or about January 31 of each year for the purchase of OSHA approved safety boots.

Section 3. Driver's License: Reimbursement for "Hazardous Materials" endorsement for employees in job classes requiring the endorsement.

ARTICLE 17. TUITION REIMBURSEMENT

Section 1. The County will reimburse the costs of tuition and books in accordance with County policy.

ARTICLE 18. INSURANCE

Section 1. Eligibility: Except as otherwise provided in Section 9 below, insurance benefits as herein specified shall apply only to employees regularly scheduled to work thirty-two (32) hours per week or more.

Section 2. Cafeteria Benefits Plan: The Employer shall provide each benefit-eligible employee with a combination of core benefits and a set dollar amount to apply to a variety of optional benefits based upon the employee's health insurance election.

Section 3. Core benefits include:

3.1 Life Insurance: The Employer shall provide and pay the full premium cost of term life insurance for employees and their dependents to match non-bargaining staff per County Policy (currently Employee \$50,000, \$100,000 for accidental death; Employee's dependents as defined in the insurance policy: Spouse - \$2,000 and Children - \$1,000). Participation in the plan is mandatory for all eligible employees.

3.2 Long-Term Disability Insurance: The Employer shall provide and pay the full premium of long-term disability insurance through the Employer-provided group coverage plan. Participation in the program is mandatory for all eligible employees.

3.3 Short-Term Disability Insurance: The Employer shall provide and pay the premium for a short-term disability insurance benefit of \$100.00 per week wage replacement through the Employer-provided group coverage plan. Participation in the program at this level is mandatory for all eligible employees.

3.4 Employee Dental Insurance: The Employer shall provide the full cost of employee dental insurance through the Employer-provided group coverage plan. Participation in the program at this level is mandatory for all eligible employees.

Section 4. Employer Contribution to Cafeteria Benefits: The amount of the Employer contribution shall be based on the employee's employer-sponsored health insurance plan election in accordance with the following schedule:

2021 Monthly Cafeteria Contributions:

Employee: \$755.48 or 100% of the single premium for the HDHP HSA Health Insurance Plan, whichever is greater.

Employee + Child(ren): \$948.70

Employee + Spouse: \$1,293.20

Family: \$1,584.70 or 68.6% of the family premium for the HDHP HSA Health Insurance Plan, whichever is greater.

Waiver: \$150.00 or an amount that is 10% more than the difference between the single cafeteria amount and the single premium for the HDHP HSA Health Insurance Plan, rounded to the nearest \$5.00 increment.

Effective January 1, 2022, increase the 2021 monthly cafeteria contributions by \$100.00
January 1, 2022, Monthly Cafeteria Contributions:

Employee: \$855.48 or 100% of the single premium for the HDHP HSA Health Insurance Plan, whichever is greater.

Employee+ Child(ren): \$1,048.70

Employee+ Spouse: \$1,393.20

Family: \$1,684.70 or 68.6% of the family premium for the HDHP HSA Health Insurance Plan, whichever is greater.

Waiver: \$150.00 or an amount that is 10% more than the difference between the single cafeteria amount and the single premium for the HDHP HSA Health Insurance Plan, rounded to the nearest \$5.00 increment.

Section 5. Employer Contribution to the Health Reimbursement Account (HRA): The Employer shall provide benefit-eligible employees selecting the HDHP HRA Health Insurance Plan option, over the course of a full year of enrollment in the HRA Plan, with contributions to the Health Reimbursement Account based on the employee's employer-sponsored health insurance coverage election in accordance with the following schedule:

Annual HRA Contribution:

Employee: \$750.00

Employee + Child(ren): \$1,500.00

Employee + Spouse: \$1,500.00

Family: \$1,500.00

Section 6. Employer Contribution to the Health Savings Account (HSA): The Employer shall provide benefit-eligible employees selecting the HDHP HSA Health Insurance Plan option, over the course of a full year of enrollment in the HSA Plan, with contributions based on the employee's employer-sponsored health insurance coverage election. Contributions for eligible HDHP HSA Health Insurance Plan participants shall be provided in accordance with the following schedule:

Annual HSA Contribution

Employee: \$1,100.00

Employee + Child(ren): \$2,000.00

Employee + Spouse: \$2,000.00

Family: \$2,000.00

Section 7. Deductibles are subject to change based on IRS compliance requirements. The parties agree that such IRS compliance-based changes are not subject to negotiations.

Section 8. Part-time Benefits: The Employer shall provide each eligible part-time employee regularly scheduled to work at least 20 but fewer than 32 hours per week with

\$250.00 per month to apply toward the cost of Employer-sponsored single health insurance. If the part-time employee does not choose to be covered by the Employer-sponsored plan, the Employer will not provide such funds. The Employer will not contribute to fund the Health Reimbursement Account (HRA) or the Health Savings Account (HSA) for part-time employees.

Section 9. Liability Protection: The Employer agrees to provide for liability insurance protection for employees covered by this Agreement, who are performing professional level service. Such liability protection shall be for tort actions arising out of an alleged act or omission occurring within the scope of such employee's assigned official employment duties, except where such tort action arises from ignorance of laws, malfeasance, willful or wanton neglect of duty, or criminal negligence.

Section 10. Retiree Insurance: Employees shall be eligible for retiree health insurance pursuant to the County Personnel Policy.

Section 11. Advisory Insurance Committee: One employee covered by this Agreement will participate on the Advisory Insurance Committee. The Advisory Insurance Committee shall be committed to identifying and recommending insurance options that will provide affordable health insurance coverage for employees and contain insurance costs for employees and the Employer.

Section 12. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE 19. RIGHT OF SUBCONTRACT

Section 1. Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement.

Section 2. 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 20. INDIVIDUAL RIGHTS

Section 1. Employees have the right to join or refrain from joining the Union. Neither the Employer nor the Union shall discriminate against or interfere with the rights of employees to become or not to become members of the Union and, further, there shall be no discrimination or coercion against any employee because of Union membership or non-membership. The Union shall, in the responsibility as exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

ARTICLE 21. SALARY RATES

Section 1. Employees shall be compensated in accordance with the salary schedule attached hereto as Appendices A and B. Employees employed on the date of ratification of the Agreement by both parties shall be eligible for the negotiated wage and salary step increases.

Section 2. New employees shall normally be paid at the minimum of the salary schedule for their classification; however, the Employer may pay a new employee at any point in the salary schedule, if such higher placement is justified by exceptional qualifications of the new employee or by the lack of available, qualified, eligible persona at the minimum rate. Effective with the first full pay period following successful completion of the twelve (12) month probationary period, an employee shall receive a performance increase that correlates to the overall rating for the new hire probationary evaluation. If the successful completion of the new hire probationary period occurs after the term of this collective bargaining agreement and prior to the ratification of the successor agreement, the increase will be processed after ratification by both parties of a successor agreement.

Effective with the first full pay period following successful completion of a six (6) month trial period resulting from a promotion, employees shall receive a "Successful" salary increase. If the successful completion of the promotional trial period occurs after the term of this collective bargaining agreement and prior to ratification of the successor agreement, the increase will be processed after ratification by both parties of a successor agreement.

Section 3. An individual promoted or reclassified to a higher salary classification shall have their salary placed within the new salary range and will receive a salary or wage increase of five percent to nine percent (5% – 9%). Upon request from the Division Director, the Employee Relations Division Director may approve a new salary rate of up to 12% over their previous base rate, not to exceed the maximum of the new grade. Such an extraordinary increase shall be based on factors such as internal

equity, the employee's performance prior to promotion, the employee's length of continuous service with Carver County, and market influences. Requests for a salary increase exceeding 12% shall require the approval of the County Administrator. Promoted employees will remain at this rate until they are eligible to receive a negotiated salary increase.

Section 4. An employee who is specifically assigned to perform work which is at a higher classification shall receive his/her regular rate of pay for the first ten (10) working days of such work and shall receive the higher classification rate for each day thereafter. Work out of the classification for the purpose of this Section shall mean the performance of work more than fifty percent (50%) of which shall exclusively be covered by a higher classification.

Section 5. Shift Differential: There shall be a shift differential of eighty-five cents (\$0.85) in per hour for each hour worked when the majority of the hours worked are after 4:30 p.m., provided that the employee is regularly scheduled to work a majority of their shift after 4:30 p.m.

Section 6. The pay rate of an employee who is demoted for disciplinary reasons shall be decreased to the maximum of the pay grade to which the employee is demoted, or their current salary, whichever is less.

ARTICLE 22. DISCIPLINE AND DISCHARGE

Section 1. The Employer reserves its right to discipline employees for just cause. When appropriate, progressive discipline will be used, to correct employee conduct or performance that does not meet job standards or expectations. The form of the discipline will be in one of the following forms:

- A. Verbal warning;
- B. Written warning;
- C. Suspension;
- D. Demotion; or
- E. Discharge.

Section 2. Disciplinary Action Step: The County reserves the right to select the form of discipline that it deems appropriate under the circumstances. Progressive discipline may or may not be used by the County at its discretion.

Section 3. Procedures: An employee disciplined through a written warning, a suspension, a demotion, or a discharge will receive a copy of the document at the time the discipline is imposed, and a copy will be provided to the Union. The employee will

sign the document acknowledging the employee has received the document. This signature does not mean that the employee agrees with the discipline.

Section 4. Personnel Files: An employee may examine his/her personnel file at reasonable times under the direct supervision of the Employer. Disciplinary documents will be part of the personnel file. The employee may place supplementary data in the personnel file as provided in the Government Data Practices Act.

4.1 A written warning shall be removed from the personnel file after three (3) years upon the written request of the affected employee to the Employee Relations Division, provided the employee has no disciplinary action during the three (3) year period.

Section 5. Union Representation: An employee will have the right to Union representation upon request for any disciplinary action by the Employer. The disciplinary action will be delayed for a reasonable period under the circumstances so that the requested Union representative can be in attendance.

Section 6. Grievances relating to suspension, demotion and discharge shall be filed at Step 2 of the grievance procedure set forth in Article 7, Section 4.

ARTICLE 23. SEASONAL EMPLOYEES – INTERN EMPLOYEES

Section 1. Application:

1.1 Seasonal Employee: Seasonal employee, for purposes of this Article, means an individual hired by the County generally during the time period from April through October performing duties that are temporary during that period of time.

1.2 Intern Employee: Intern Employee, for purposes of this Article, means an individual hired by the County who performs duties that are temporary, for a period not to exceed nine (9) months, and are not usually performed by a bargaining unit member.

1.3 Examples: Examples of seasonal employees include Seasonal Maintenance, Lifeguard, Gatekeeper, and Maintenance Aide.

1.4 Effect: The provisions of this Article 23 contain the only terms and conditions of employment which apply to Seasonal and Intern employees who become members of the bargaining unit.

Section 2. Terms and Conditions: The hourly rates for temporary, seasonal and intern employees are established by the County Board.

Section 3. Limit: Notwithstanding any other provision in the collective bargaining agreement to the contrary, the only terms and conditions of employment applicable to seasonal and intern employees are the wage provisions of this Article.

ARTICLE 24. LABOR MANAGEMENT COMMITTEE

Section 1. There will be a joint labor-management committee (LMC) consisting of bargaining unit employees and representatives of management. Employees shall receive paid time to participate in the LMC during the employee's regularly scheduled work time.

ARTICLE 25. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1. This Agreement shall represent the complete Agreement between the Union and Employer.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make requests and proposals with respect to any subject 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, unless they mutually agree to do so.

ARTICLE 26. SAVINGS CLAUSE

In the event any provision of this Agreement shall be held to be contrary to law by a court or state or federal administrative agency of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided and. The voided provision shall be renegotiated at the request of either party and said negotiations shall begin within 30 days of the request. All other provisions shall continue in full force and effect.

ARTICLE 26. TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2021 to December 31, 2022. Thereafter, the terms of the contract shall continue pursuant to the provisions of Minn. Stat. 179A.20, Subd. 6 (PELRA).

COUNTY OF CARVER

LOCAL 2789, COUNCIL 65,
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO

Gayle Degler
Gayle Degler (Feb 15, 2022 12:02 CST)

Andy Wigfield
Andy Wigfield (Feb 10, 2022 11:06 CST)

Chairperson
Dated: 02/15/22

Bargaining Committee Member
Dated: 02/10/22

ATTEST:
A
Dawn Watson (Feb 15, 2022 11:36 CST)
County Administrator
Dated: 02/15/22

[Signature]
[Signature] (Feb 10, 2022 13:19 CST)
Bargaining Committee Member
Dated: 02/10/22

Peggy L. Kinzler
Peggy L. Kinzler (Feb 10, 2022 13:19 CST)
President, Local 2789
Dated: 02/10/22

John Rostad
John Rostad (Feb 10, 2022 10:29 CST)
Staff Representative
Dated: 02/10/22

Appendix A
2021 Salary Ranges and Pay-for-Performance Matrix

2021 Salary Ranges: Effective the first full pay period in January of 2021, implement salary ranges as established by the County Board. Salary ranges remain at the 2021 rates until increased by the County Board.

2021 General Adjustment: Regular and probationary employees shall receive a 1.00% general increase effective the first full pay period in January 2021, not to exceed the range maximum.

Annual Performance-Based Compensation in March 2021: Eligible employees’ salary actions shall be based on their annual performance evaluation overall rating for the previous calendar year’s performance (2022) based on the table below. Annual performance-based compensation shall be effective the first full pay period in March.

The County’s administrative guidelines will govern the manner in which performance-based salary actions will be administered for all bargaining unit employees hired after October 15, 2014; illustrated in appendices C and D.

Regular employees, on an approved leave of absence, who work less than five months (866 hours on 2080 schedule) in the calendar year under review shall receive an evaluation based on time worked and performance-based compensation based on the months worked. (For example: one month is 173 hours if on a 2080 schedule). When a performance evaluation is delayed due to an approved leave of absence the appropriate payment will be processed the first full pay period following the completion of the evaluation process, with an effective date consistent with the type of increase. Regular employees budgeted to work less than 40 hours per week or 80 hours per pay period will be prorated for purposes of this calculation based on their budgeted FTE.

Pay-for-Performance Matrix (Effective January 1, 2021)

Pay for Performance Rating				
Salary Range	Outstanding	Exceeds Expectations	Successful	Needs Improvement
>110%-120% of Target Rate	4.25% lump sum	3.00% lump sum	1.00% lump sum	0.00%
>100-110% of Target Rate	4.25% lump sum	3.00% lump sum	1.00% lump sum	0.00%
Target				
>90%-100% of Target Rate	4.25% lump sum	3.00% lump sum	1.00% lump sum	0.00%
80%-90% of Target Rate	4.25% lump sum	3.00% lump sum	1.00% lump sum	0.00%

Implementation of 2021 Pay-for-Performance Compensation:

- Calculation of Pay-for-Performance Compensation:
 - Pay-for-Performance salary actions for employees whose salary is at or below the target rate of the appropriate pay range will be calculated based on the target rate.
 - Pay-for-Performance salary actions for employees whose salary is above the target rate of the appropriate pay range will be calculated based upon the employee's base salary, not to exceed the range maximum for their classification.
- No employee's salary may exceed the salary range maximum.
- Pay-for-Performance compensation may be granted up to the range maximum. If the performance increase exceeds the salary range maximum, the remainder shall be paid as a lump sum.
- Performance evaluations are not subject to the grievance procedure.
- Appeal Process - If an employee wishes to appeal the content of their performance evaluation, they may submit a request to do so in writing to the Employee Relations Director who will schedule a meeting with the Employee's Division Director and the Employee Relations Division Director for the employee to present their appeal (The allotted time for this meeting is 30 minutes). The employee must define in their written request the areas of concern or disagreement. The rater of record (supervisor) will also have 30 minutes to explain their rationale for the employee's performance evaluation as it was written. The decision of the Division Directors is final regarding any change in the evaluation. If the employee wishes to have another employee from the unit or an employee- union representative sit in this meeting as a note-taker, they may do so. An employee who appeals must file the appeal by the later of March 1, or two weeks after the evaluation is completed.

2021 Compensation

- Employees who terminate employment prior to the date of the County Board approval of this Agreement shall not be eligible for retroactive salary adjustments.

Appendix B
2022 Salary Ranges and Pay-for-Performance Matrix

2022 Salary Ranges: Effective the first full pay period in January of 2022, implement salary ranges as established by the County Board. Salary ranges remain at the 2022 rates until increased by the County Board.

2022 General Adjustment: Regular and probationary employees shall receive a 2.00% general increase effective the first full pay period in January 2022, not to exceed the range maximum.

Annual Performance-Based Compensation in March 2022: Eligible employees’ salary actions shall be based on their annual performance evaluation overall rating for the previous calendar year’s performance (2021) based on the table below. Annual performance-based compensation shall be effective the first full pay period in March.

The County’s administrative guidelines will govern the manner in which performance-based salary actions will be administered for all bargaining unit employees hired after October 15, 2014; illustrated in appendices C and D.

Regular employees, on an approved leave of absence, who work less than five months (866 hours on 2080 schedule) in the calendar year under review shall receive an evaluation based on time worked and performance-based compensation based on the months worked. (For example: one month is 173 hours if on a 2080 schedule). When a performance evaluation is delayed due to an approved leave of absence the appropriate payment will be processed the first full pay period following the completion of the evaluation process, with an effective date consistent with the type of increase. Regular employees budgeted to work less than 40 hours per week or 80 hours per pay period will be prorated for purposes of this calculation based on their budgeted FTE.

Pay-for-Performance Matrix (Effective January 1, 2022)

Pay for Performance Rating				
Salary Range	Outstanding	Exceeds Expectations	Successful	Needs Improvement
>110%-120% of Target Rate	2.00% base + 1.00% lump sum	1.00% base + 1.00% lump sum	1.00% lump sum	0.00%
>100-110% of Target Rate	2.50% base + 0.50% lump sum	1.50% base + 0.50% lump sum	0.50% base + 0.50% lump sum	0.00%
Target				
>90%-100% of Target Rate	3.00% base	2.00% base	1.00% base	0.00%

80%-90% of Target Rate	3.00% base	2.00% base	1.00% base	0.00%
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Implementation of 2022 Pay-for-Performance Compensation:

- Calculation of Pay-for-Performance Compensation:
 - Pay-for-Performance salary actions for employees whose salary is at or below the target rate of the appropriate pay range will be calculated based on the target rate.
 - Pay-for-Performance salary actions for employees whose salary is above the target rate of the appropriate pay range will be calculated based upon the employee’s base salary, not to exceed the range maximum for their classification.
- No employee’s salary may exceed the salary range maximum.
- Pay-for-Performance compensation may be granted up to the range maximum. If the performance increase exceeds the salary range maximum, the remainder shall be paid as a lump sum.
- Performance evaluations are not subject to the grievance procedure.
- Appeal Process - If an employee wishes to appeal the content of their performance evaluation, they may submit a request to do so in writing to the Employee Relations Director who will schedule a meeting with the Employee’s Division Director and the Employee Relations Division Director for the employee to present their appeal (The allotted time for this meeting is 30 minutes). The employee must define in their written request the areas of concern or disagreement. The rater of record (supervisor) will also have 30 minutes to explain their rationale for the employee’s performance evaluation as it was written. The decision of the Division Directors is final regarding any change in the evaluation. If the employee wishes to have another employee from the unit or an employee- union representative sit in this meeting as a note-taker, they may do so. An employee who appeals must file the appeal by the later of March 1, or two weeks after the evaluation is completed.

2022 Compensation

- Employees who terminate employment prior to the date of the County Board approval of this Agreement shall not be eligible for retroactive salary adjustments.

Appendix C

EXAMPLES

New Hire Probation Examples for Employees Newly Hired after October 15, 2014, January 1, 2016 - December 31, 2016

Employee	New Hire Start Date	Probation End Date	End of Probation Increase	*Annual Pay for Performance Increase Date	Pro-rated Annual Pay for Performance Increase
Employee A	2/16/2015	8/15/2015	Effective with the first full pay period following successful completion of the new hire probationary period at Solid Performer	3/7/2016	5/12 ^{ths} of the year (August-December)
Employee B	12/2/2014	6/1/2015	Effective with the first full pay period following successful completion of the new hire probationary period at Solid Performer	3/7/2016	7/12 ^{ths} of the year (June-December)
Employee C	8/1/2015	1/31/2016	Effective with the first full pay period following successful completion of the new hire probationary period at Solid Performer	3/7/2016	Not Applicable. Employee has not completed probation during calendar year under review.

***Eligible employees' salary increases shall be based on their annual performance evaluation overall rating for the previous calendar year's performance.**

APPENDIX D

EXAMPLE

AFSCME Employee hired after 10/15/14 who is promoted during New Hire Probation January 1, 2016-December 31, 2016

Step 1. Employee Hired

Employee Type	FTE	Illustrative Hire Date	Illustrative Promotion Date	Illustrative Current ROP	Illustrative Length of New Hire Probation in Months
Regular Position	1	11/1/2015	2/5/2016	\$17.00	6

Step 2. Employee Promoted

Employee Type	FTE	Illustrative Hire Date	Illustrative Promotion Date	Illustrative Current ROP	Illustrative Length of Promotional Trial Period in Months (begins after the new hire probationary period ends)
Promotional Position	1	2/5/2016	6.00%	\$18.02	6

Step 3. End of new hire probation

Employee Type	FTE	Illustrative Hire Date	Illustrative Promotion Date	Illustrative Current ROP	Illustrative new rate of pay
Promotional Position	1	11/1/2015	4/30/2016	2.25%	\$18.43

Step 4. End of Promotional Trial Period

Employee Type	FTE	Promotional Date	Illustrative Trial Period Length In Months	Illustrative Trial Period Start Date	End of Trial Period	Illustrative End of Promotional Trial Period Increase	Illustrative New Rate of Pay
Promotional Position	1	2/5/2016	6	5/1/2016	10/31/2016	2.25%	\$18.84

Step 5. March 2017 Partial Period Evaluation

Employee Type	FTE	Illustrative Partial Period Evaluation Months	Illustrative Partial Period Increase
Promotional Position	1	2	Per 2017 CBA

Step 6. March 2018 Payment employee will be on regular cycle.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the County of Carver (hereafter County”) and AFSCME Council 65 (hereafter “Union”) representing Public Works employees.

WHEREAS, THE County and Union are parties to a collective bargaining agreement effective January 1, 2021, through December 31, 2022.

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

1. If the Union informs the County of the ratification of the 2021-2022 collective bargaining agreement on or before Friday, February 4, 2022, employees may then express their route preference on a Union Seniority basis, within the assigned shop, for the remaining months of the 2021-2022 winter, at a Shop meeting which will occur on or before Friday, February 11, 2022. The County will assign routes based on said Shop meeting.
2. Therefore, employees may express their route preference on a Union Seniority basis, within the assigned shop, during the annual Pre-Snow and Ice Control meeting which occurs on or about approximately October 1 of the calendar year. The County will assign routes based on employees’ seniority route preference, within the assigned shop, after said meeting.
3. The County retains the discretion and managerial right to assign and reassign employees to routes to meet its organizational and business needs.
4. The County may void the Memorandum of Agreement with 30 calendar days written notice to the Union but no sooner than December 1, 2022.
5. This Memorandum of Agreement represents the complete and total agreement between parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement on this ___ day of _____, 2022.

FOR THE COUNTY OF CARVER

FOR AFSCME COUNCIL 65

<u>Gayle Degler</u> <small>Gayle Degler (Feb 15, 2022 12:02 CST)</small>	02/15/22
County Board Chair	Dated
<u>Dave Herrizer</u> <small>Dave Herrizer (Feb 15, 2022 11:10 CST)</small>	02/15/22
County Administrator	Dated

<u>John Rostad</u> <small>John Rostad (Feb 10, 2022 10:29 CST)</small>	02/10/22
Staff Representative	Dated
<u>Peggy Kinzler</u> <small>Peggy Kinzler (Feb 10, 2022 11:00 CST)</small>	02/10/22
Local Union President	Dated