

LABOR AGREEMENT

Between

COUNTY OF BENTON

and

**AFSCME, AFL-CIO, MINNESOTA COUNCIL 65
LOCAL# 1243**

HUMAN SERVICES

Term:

January 1, 2020 - December 31, 2022

County Of Benton Human Services

LABOR AGREEMENT

	Index Page	<u>Page</u>
Article 1	Purpose of Agreement.....	3
Article 2	Recognition.....	3
Article 3	Definitions.....	4
Article 4	Employer Security	5
Article 5	Employer Authority	6
Article 6	Union Security	6
Article 7	Employee Rights – Grievance Procedure	7
Article 8	Seniority.....	9
Article 9	Probation and Trial Periods	11
Article 10	Discipline	11
Article 11	Normal Working Hours and Overtime	12
Article 12	Call Back Time – On Call.....	13
Article 13	Holidays	13
Article 14	Severance Pay	14
Article 15	Paid Time Off	15
Article 16	Sick Leave.....	17
Article 17	Vacations.....	20
Article 18	Insurance.....	21
Article 19	Training and Education/Mileage.....	22
Article 20	Leaves	23
Article 21	Safety – Injury on Duty.....	25
Article 22	Compensation Plan	25
Article 23	Complete Agreement/Waiver of Bargaining	26
Article 24	Right of Subcontract	26
Article 25	Savings Clause	27
Article 26	Term of Agreement.....	27
	Signature Page	28
	Appendix A Salary Tables	29

LABOR AGREEMENT

BETWEEN

COUNTY OF BENTON

AND

AFSCME AFL-CIO MINNESOTA Council 65

ARTICLE 1

PURPOSE OF AGREEMENT

This Agreement is effective as of January 1, 2020 between the County of Benton, hereinafter called the “Employer”, and the American Federation of State, County and Municipal Employees, Minnesota Council 65, AFL-CIO, hereinafter called the “Union”.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement’s interpretation and/or application; and
- 1.3 Place in written form the parties agreement upon the terms and conditions of employment for the duration of this Agreement
- 1.4 The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality service and protection to the County of Benton. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2

RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under the Public Employment Labor Relations Act of 1971, as amended, for all personnel in the following bargaining unit:

All employees of the Benton County Human Services Department, Foley, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, 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 Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this

Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.

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

ARTICLE 3 **DEFINITIONS**

- 3.1 **BASE PAY RATE**: The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.
- 3.2 **CONTINUOUS SERVICE**: Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.
- 3.3 **COUNTY**: County of Benton.
- 3.4 **DAYS**: Unless otherwise indicated, means working days. (Monday Through Friday exclusive of holidays).
- 3.5 **DEMOTION**: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- 3.6 **DEPARTMENT**: A division of Benton County Government.
- 3.7 **EMERGENCY**: A work related situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- 3.8 **EMPLOYEE**: A member of the exclusively recognized bargaining unit defined in this Agreement.
- 3.9 **EMPLOYER**: Benton County Board of Commissioners and its designated representatives.
- 3.10 **EXEMPT EMPLOYEE**: An employee exempt from the overtime provisions of the Fair Labor Standards Act, whose job duties and responsibilities are primarily professional, managerial, and/or executive in nature.
- 3.11 **LAYOFF**: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- 3.12 **LEAVE OF ABSENCE**: An approved absence from work duty during a scheduled work period with or without compensation.
- 3.13 **PROMOTION**: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- 3.14 **PYRAMIDING**: The payment of more than one form of premium compensation for the same hours of work.

- 3.15 REGULAR EMPLOYEE: A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.
- 3.16 SEASONAL EMPLOYEE: An employee hired on a seasonal basis, as designated by the Employer, not to exceed six months in duration. Such employee shall earn the salary rate set forth in Appendix A for seasonal employees and shall not receive any other benefits.
- 3.17 SENIORITY: Length of service established by Article 8.
- 3.18 TEMPORARY EMPLOYEE: An employee hired on a temporary basis, no longer than six months, as designated by the Employer. Such employee shall earn the salary rate set forth in Appendix A for temporary employees and shall not receive any other benefits.
- 3.19 TRANSFER: A change of employee from one position to another position in the same compensation range, involving the performance of similar duties and requiring essentially the same qualifications.
- 3.20 TRIAL PERIOD: The first six months of service in a new position of a promoted or transferred employee.
- 3.21 UNION: Council NO. 65, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.22 UNION MEMBER: A member of AFSCME, AFL-CIO, Minnesota Council 65, in the bargaining unit to which this Agreement applies.
- 3.23 UNION OFFICER: Officer elected or appointed by AFSCME, AFL-CIO.

ARTICLE 4

EMPLOYER SECURITY

- 4.1 In accordance with the provisions of Minnesota Statutes I 79A.19, the Union, its officers or agents, or any of the employees covered by this Agreement, shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or in the abstinence in whole or in part of the full, faithful, and proper performance of duties of employment, regardless of the reason for doing so.
- 4.2 In the event the Employer notifies the Union that an employee may be violating this Article, the Union shall immediately notify such employee in writing of the Employer's assertion and the provisions of this Article.
- 4.3 An employee who violates any provision of this Article may be subject to disciplinary action, including discharge.
- 4.4 The Employer shall not lock out unit employees.

ARTICLE 5
EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6
UNION SECURITY

- 6.1 In recognition of the Union as the exclusive representative, the Employer shall:
- 6.1 A Deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deduction in a form agreed upon by the Employer and the Union: and
- 6.1 B 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
- 6.1 C The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.
- 6.2 The Employer shall make space available on employee bulletin boards for the posting of Union notices and announcements. The Union specifically agrees that no notices of a political or inflammatory nature shall be posted. Employees who are also Union officers, Union stewards or members of the Union's bargaining committee may utilize County electronic mail or telephone systems to communicate with the exclusive representative.
- 6.3 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.
- 6.4 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 designation of successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representative(s).
- 6.4 A 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 work stations without the 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 work station for Union business will be limited to the investigation

and presentation of grievances to the employer. Steward shall be on paid time to investigate or present a grievance and posting of Official Union notices.

- 6.4 B 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 purposes of investigating and discussing grievances if they first notify and receive approval from the Employer's Department Head and provided the Union representatives do not interfere with the work of the employees. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, finds 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.
- 6.5 Union Stewards are authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a steward because of the performance of such duties.
- 6.6 The Employer shall distribute to all new employees paper copies of this Collective Bargaining Agreement and a welcome letter prepared by the Union as part of new employee orientation. Such paper copies of the Collective Bargaining Agreement and welcome letter shall be provided by the Union.

ARTICLE 7
EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance:
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms or conditions of this Agreement.
- 7.2 Union Representatives.
The Employer will recognize Stewards designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union representatives and of their successors when so designated as provided by 6.2 of Article 6 of this Agreement.
- 7.3 Processing of a Grievance:
It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union Steward 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 steward 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.

7.4 Procedure.

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

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

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

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

Step 4. Mediation. A grievance unresolved in Step 3 may by mutual agreement of both parties be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Employer's final answer in Step 4. A grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived. If there is no agreement to go to mediation, the grievance may be appealed from Step 3 to Step 5.

Step 5. A grievance unresolved in Step 3 or 4, and appealed to Step 5 by the Union shall be submitted to binding 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.

7.5 Arbitrator's Authority

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the 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 proceeding shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver

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

7.7 Choice of Remedy:

If, as a result of the written Employer response in Step 3 or 4, 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 5 of Article VII or a procedure such as: Civil Service or Veteran's Preference. If appealed to any procedure other than Step 5, the grievance is not subject to the arbitration procedure as provided in Step 5. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 5, 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 5.

ARTICLE 8
SENIORITY

8.1 The Employer shall establish seniority lists, current as of the effective date of this Agreement and updated on or about January 1st of each year:

Any employee or the Union shall be obligated to notify the Employer of any error in the lists within thirty (30) days of such posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted.

An employee shall not be included on seniority lists during the initial probation period. Upon successful completion of probation, seniority shall date back to the initial date of employment, which does not include a break in service. An employee who terminates employment and is subsequently re-hired shall be placed on the seniority listing without regard to prior service.

- 8.2 Seniority shall be determined by the length of full-time compensated service by classification within the bargaining unit. Reduction of the work force will be accomplished on the basis of classification seniority with the least senior employee in the classification laid off first and recalled last. However, an employee about to be laid off, who has served in an equal or lower paying classification in the department shall have the right to bump (displace) the employee with the least seniority in such classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped. An employee bumping into a lower classification whose former salary falls below Step 11 shall be paid at the former rate. Employees whose salary is above the maximum shall be placed at Step 10 or, if eligible, at Step 11. Employees shall be recalled from layoff on the basis of seniority. An employee placed on leave shall be entitled to the payment of all benefits for which the employee would be eligible upon termination of employment. An employee on layoff shall have his/her seniority frozen and shall have an opportunity to return to work if qualified within two (2) years of the time of his layoff before any new employee as hired.

The Personnel Director shall give written notice to the Employee, with a copy to the Union President on any proposed layoff. Such notice shall state the reasons for layoff, and shall be submitted at least fourteen (14) days before the effective date of termination of employment. Employees shall be laid off in the following order within the department. First - all temporary, seasonal and probationary Employees. Second — regular Employees.

- 8.3 All vacancies and newly created positions shall be posted internally for a minimum of 7 working days on the Employee bulletin board(s).
- 8.4 The Employer is committed to hiring the most qualified candidate for County service. The Employer has no obligation to offer a position to internal applicants. When two or more bargaining unit members apply for the same position, the most senior employee will be offered the position if the Employer chooses to offer the position and the qualifications of all bargaining unit members are deemed equal by the Employer.
- 8.5 Positions where incumbents are reclassified or into which employees are transferred shall not be considered vacant or newly created for the purpose of bidding.

ARTICLE 9
PROBATION AND TRIAL PERIODS

- 9.1 All newly hired or rehired employees shall be probationary and shall serve a six month probationary period.
- 9.2 The Employer, at its sole discretion, may discipline or discharge a probationary employee, such action shall not be subject to the grievance procedure.
- 9.3 All employees promoted or transferred to a new position shall serve a six month trial period.
- 9.4 The employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previously to transfer or promotion.
- 9.5 For a period of sixty calendar days, a trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion. After the sixty day period the employee may request such return but the Employer shall be under no obligation to honor the request.
- 9.6 The Employer may extend the probation period up to an additional six months upon written notification to the Union specifying the reason for said extension.

ARTICLE 10
DISCIPLINE

- 10.1 The Employer will discipline regular employees for just cause only. Discipline will be in the form of:
- a) Discharge
 - b) Demotion
 - c) Suspension
 - d) Written Reprimand
 - e) Oral Reprimand

The above listing does not indicate any required step progression for disciplinary action. Cause is not required for discipline or removal of employees serving their initial hire probation period.

- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, to become part of any employee's personnel file, shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and notices of suspension and discharge.
- 10.4 Employees may examine their own individual personnel file at reasonable times under the direct supervision of the Employer.
- 10.5 An employee shall be allowed Union representation at any step of the discipline

procedure or any investigation which could lead to disciplinary action. The Employer shall notify an employee that questions may lead to discipline.

- 10.6 Grievances relating to suspension, demotion or discharge may be initiated by the Union in Step 3 of the Grievance Procedure pursuant to Article 7.

ARTICLE 11
NORMAL WORKING HOURS AND OVERTIME

- 11.1 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.
- 11.2 **Work Week:** The work week shall be forty hours of work for full-time employees. Normal work days shall be Monday through Friday, except for functions requiring departure from the normal schedule.
- 11.3 **Work Days:** The normal work day for full-time employees shall consist of eight hours of work plus an unpaid meal period.
- 11.4 **Work Shift:** Work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer.
- 11.5 **Work Schedule Changes:** The Employer shall notify employees five work days in advance of any permanent changes in their work schedules. Temporary changes in work schedules shall be at the Employer's discretion.
- 11.6 **Rest Breaks:** Employees shall be granted two paid fifteen minute rest breaks per work shift, one break toward the middle of each one-half work shift, at times designated by the Employer.
- 11.7 **Meal Period:** An unpaid meal period shall be scheduled toward the middle of the work shift, at a time which the Employer determines does not interfere with the rendering of services.
- 11.8 **Overtime:** All hours worked by non-exempt employees in excess of forty hours per week shall be considered overtime and be paid at the rate of time and one-half the employee's base pay rate. For purposes of computing overtime, the work week shall begin at 12:01 A.M. Saturday.
- 11.9 **Non-compensated leave of absence hours** shall not be included in the work hours per week required to qualify for overtime. All compensated non-worked hours shall be counted towards the minimum necessary for overtime.
- 11.10 **No Pyramiding of Hours:** 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.

- 11.11 By mutual agreement between the employee and his/her Department Head, flex scheduling may occur between 6 A.M. to 7 P.M. Monday through Friday to a maximum of 10 hours per day. Due to the nature of the position, and by mutual agreement of the social workers and his/her Department Head, social workers may work outside the set flex time hours to meet the needs of their clients.
- 11.12 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.13 Overtime accumulation may be taken as compensatory time off if mutually agreeable to the employee and the Employer. No more than 50 hours of unused compensatory time shall be accumulated.

ARTICLE 12
CALL BACK TIME - ON CALL

- 12.1 An employee shall be credited with a minimum of two (2) hours worked if an employee is called to work outside during normal working hours to cover any emergency situation. This provision shall not apply to on call employees.
- 12.2 The provision for a minimum time set forth in Section 12.1 shall not apply if the employee is responding in a manner which creates an extension or early report to a regularly scheduled shift.
- 12.3 Effective January 1, 2017, any employee required to be on call shall receive \$220.00 per week and \$250.00 for a week in which the holiday occurs. If an employee is required to perform work, he/she shall receive the appropriate pay rate for the time spent working.

ARTICLE 13
HOLIDAYS

- 13.1 Regular full-time employees shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the last assigned work day preceding the holiday and the first assigned work day following the holiday. Regular part-time employees working fourteen hours or more per week will receive pro-rated holiday pay.

- 13.2 Designated 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
Good Friday (4 hours)	Friday Before Easter
Memorial Day	Fourth Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Thursday Fourth in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25

- 13.3 If a holiday falls on a Saturday, excluding Christmas Eve, the holiday shall be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be the holiday.
- 13.4 The four hour holidays designated on Good Friday and Christmas Eve are designated holidays for the latter half of the work shift only. If the Christmas Eve holiday falls on a Friday, Saturday, or Sunday, the employee shall have a four-hour floating holiday to be used fifteen days prior to Christmas Eve or fifteen days following Christmas Eve with the approval of the Department Head.
- 13.5 Employees assigned and required by the Employer to work on a holiday as designated in this Article, shall receive overtime compensation at one and one half times the 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 times the employees base pay rate. Exempt employees assigned and required by the Employer to work on a holiday as designated in this Article, shall receive compensatory time off at a rate of one hour for each hour worked plus holiday pay.
- 13.6 Holidays which occur within an employee's approved and compensated vacation or sick leave will not be chargeable to the employee's vacation or sick leave time. Employees will not receive holiday pay for holidays occurring while on an unpaid leave of absence.

ARTICLE 14
SEVERANCE PAY

- 14.1 Employees are entitled to reimbursement of accumulated sick leave at the employee's current rate of pay upon termination of employment or retirement, whichever comes first, according to the following schedule:

<u>Years of Service</u>	<u>Percent of Unused Sick Leave</u>
After 2 through 5 years	10%
After 5 through 10 years	25%
After 10 through 15 years	50%
After 15 years	75%

- 14.2 Upon termination of employment, the following percentages of severance pay shall be deposited into a Post Employment Health Care Savings Plan:

<u>Years of Service</u>	<u>Amount</u>
0 - 1 Years	No Contribution
2 - 5 Years	10% of severable sick leave
6 - 10 Years	25% of severable sick leave
11 - 15 Years	75% of severable sick leave
After 15 Years	100% of severable sick leave

The balance of severable sick leave for eligible employees not deposited into a Post Employment Health Care Savings Plan shall be paid to the employee and is subject to

appropriate IRS tax deductions. In the event an employee's severance payment is less than \$100, no contribution shall be paid into a post-employment health care savings plan account. Severance balances less than \$100 shall be paid directly to the employee.

- 14.3 In the event of the death of an employee, all severance pay shall be paid to the employee's beneficiary or estate.
- 14.4 There shall be no severance pay of unused accumulated sick leave, if the employee is dismissed for cause and does not resign in good standing.

ARTICLE 15
PAID TIME OFF

15.1 **Applicability.** Employees hired on January 1, 2012 and after will be placed on a system of paid time off (PTO) as defined in this Article. Employees hired before January 1, 2012 may select the PTO system effective January 1, 2012 or may remain on the leave system defined in Article 16 Sick Leave and Article 17 Vacations. Employees who elect to remain on the sick leave and vacation system may remain on such system for the duration of their employment with Benton County.

15.2 **Accrual Schedule.** Employees shall accrue PTO according to the following schedule:

<u>Years of Service</u>	<u>Annual Accrual Rate</u>
0 – 2 years	168 hours (21 days)
3 – 6 years	192 hours (24 days)
7 – 10 years	216 hours (27 days)
11 – 15 years	240 hours (30 days)
16 – 20 years	264 hours (33 days)
21 + years	288 hours (36 days)

Maximum PTO accrual shall not exceed 700 hours.

15.3 **Conversion Schedule.** Employees with accrued balances of sick leave and vacation must convert such balances to PTO according to the following schedule:

- 1. Vacation converted hour-for-hour to PTO;
- 2. Two options exist for converting sick leave to PTO (*a combination of these options may be used*):
 - a. Option 1. Sick leave will be converted hour-for-hour into Extended Sick Leave (ESL);
 - b. Option 2. Sick leave will be converted to PTO depending on years of service, per the following:

2 to 5 years	10% of unused sick leave
6 to 10 years	25% of unused sick leave
11 to 15 years	50% of unused sick leave
16 + years	75% of unused sick leave

Employees may use ESL for a qualifying illness or injury per the sick leave policy. Employees may also use ESL for funeral leave per the funeral leave policy.

Deferred sick leave balances shall remain in a deferred sick leave account. Deferred sick leave shall be used before ESL and shall not be included in severance payments.

15.4 **Severance.** Upon retirement or termination of employment in good standing, employees shall receive a severance payment for all accumulated paid time off. In addition, employees who have converted sick leave to extended sick leave shall receive a severance payment for extended sick leave according to the following schedule:

2 to 5 years	10% of unused extended sick leave
6 to 10 years	25% of unused extended sick leave
11 to 15 years	50% of unused extended sick leave
16 + years	75% of unused extended sick leave

Severance payments shall not exceed 1,008 hours when combining PTO hours and severable extended sick leave hours.

Upon termination of employment, the following shall be deposited into a Post Employment Health Care Savings Plan:

- a. All PTO hours in excess of 288 hours; and
- b. Severable extended sick leave pursuant to the following schedule:

<u>Years of Service</u>	<u>Amount</u>
0-1 Years	No Contribution
2-5 Years	10% of severable extended sick leave
6-10 Years	25% of severable extended sick leave
11-15 Years	75% of severable extended sick leave
After 15 Years	100% of severable extended sick leave

In the event an employee's severance payment is less than \$100, no contribution shall be paid into a post-employment health care savings plan account. Severance balances less than \$100 shall be paid directly to the employee.

In the event of the death of the employee, all severance owed under this section shall be paid to the employee's beneficiary or estate.

15.5 **General Terms and Conditions.** The following general terms and conditions apply to the administration of the paid time off system:

- 1. The Department Head is responsible for scheduling PTO for employees under his or her supervision. The Department Head shall take into consideration seasonal demands and the ability of the remaining staff to perform the work of the department. PTO will be scheduled so as not to unduly disrupt the normal operation of the department, while taking into account the employees' preferences for time off. The Department Head shall have the discretion to deny PTO at any given time based upon the needs of the department. In those circumstances in which pre-approval could not

be requested, the Department Head's approval must be sought as soon as reasonably possible. Unauthorized use of PTO will be subject to disciplinary action.

2. Paid time off shall be selected on the basis of first come/first served. If requests are received on the same day, the senior employee shall be granted the paid time off.
3. PTO may be taken to the extent that it is earned. The amount earned shall be determined as the PTO amount accrued the last day of the most recent completed pay period.
4. PTO shall not be earned by any employee during a leave of absence without pay, or time otherwise not paid, except a military leave of absence without pay.

15.6 Paid Time Off Donation. Employees may transfer their accrued PTO to the PTO or sick leave account of another employee provided:

1. The recipient is experiencing a catastrophic health circumstance and is incapacitated and unable to work, or requires time away from work to provide care for a qualified family member as defined in Section 16.4;
2. The recipient has exhausted all of his or her PTO, ESLB (if applicable) and compensatory time;
3. The donor must transfer his or her accrued PTO in one (1) hour increments;
4. The donor's PTO balance shall be reduced by the number of hours transferred to the PTO or sick leave account of the recipient;
5. All PTO transferred shall be used at the recipient's pay rate;
6. The use of available donated PTO will take effect when an employee enters non pay status and will continue until donated leave has been used or the employee returns to work;
7. Any leave donations become the property of the recipient and are not refundable to the donor;
8. Donations may be made retroactively, but not more than 30 days retroactively;
9. No recipient will be allowed to receive more than 480 hours of donated PTO.

The employee receiving leave donations shall receive holiday pay provided the employee is in paid status the day before and the day after the holiday. Paid status includes the use of donated leave.

ARTICLE 16
SICK LEAVE

- 16.1 Sick leave shall be earned by regular full-time employees at the rate of eight hours for each full month of service. Regular part-time employee working 14 hours or more per week will earn sick leave on pro-rated basis by actual hours worked.
- 16.2 Employees shall be allowed to accrue up to 960 hours of sick leave. After the maximum of 960 hours has been reached, employees shall continue to accrue according to the following schedule:

One-half (1/2) hour sick leave for every hour lost in a deferred sick leave account (this sick leave will not count toward severance pay) and one-half (1/2) hour vacation for every hour lost.

Deferred sick leave shall be used prior to the use of the regular (960 hours) sick leave bank.

- 16.3 Sick leave shall not be earned by an employee during a leave of absence without pay or time otherwise not paid.
- 16.4 Upon prompt notice to the department head, accrued sick leave may be used when an employee cannot perform work duties due to the following:
- Personal illness or disability;
 - Necessity for medical, dental or chiropractic care that cannot be scheduled outside of work hours;
 - Medical care of relatives as defined in State law;
 - Isolation to minimize threat or spread of contagious disease;
 - Disability of the employee due to pregnancy or childbirth;
 - For safety leave as defined in MN Statutes §181.9413, for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking. Safety leave may be used for assistance to the employee or assistance to relatives as defined in this section.
- 16.5 Employees claiming sick leave in excess of three days may be required to file written, signed, medical evidence that their absence is appropriate. If, in the opinion of the Department Head and/or Administrator, the employee's use of sick leave is excessive and not excused by evidence of an ongoing serious health condition as defined under the Family and Medical Leave Act (FMLA) or the Americans With Disabilities Act (ADA), the County may require the employee to provide a medical doctor's certificate for each absence, containing information which is sufficiently detailed to enable the Department Head and/or Administrator to determine if the sick leave usage and absence from the workplace is warranted. Employees drawing extended sick leave may be required to provide evidence of being physically, mentally and emotionally able to perform their duties before returning to work, consistent with the provisions of the FMLA, the ADA, and the Minnesota Human Rights Act.
- 16.6 Mental illness, chemical dependency including alcoholism and drug addiction, as professionally diagnosed, which prevents the employee from working is a valid reason for sick leave absence. The supervisor may approve a sick leave request upon written confirmation that the employee is receiving outpatient or hospital care. Refusal of an employee to seek treatment for any illness when it appears to be causing declining or substandard performance will be grounds for discipline, up to and including termination.
- 16.7 An employee who improperly claims sick leave shall be subject to disciplinary action in conformance with Article 9.
- 16.8 Sick leave benefits shall only accrue when an employee is on compensated payroll status.
- 16.9 To be eligible for sick leave payment an employee must notify his/her designated supervisor at least one hour prior to the starting time of his/her scheduled shift. This

notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

- 16.10 The Department Head shall grant up to three days paid funeral leave when a death occurs in the immediate family for the purpose of attending the funeral and related matters. For the purposes of this policy, immediate family includes an employee's spouse, children, stepchildren, parents, stepparents, brothers, stepbrothers, sisters, stepsisters, grandparents, grandchildren, spouse's parents, spouse's siblings, or other relatives living within the household. Up to one day funeral leave may be granted due to death of the spouse of a brother or sister of the employee. The employee shall notify the Department Head as soon as possible when an employee intends to take funeral leave. The Department Head shall have the discretion to determine the length of funeral leave. Sick leave with pay may be granted at the discretion of the Department Head, for a maximum of five (5) working days per occurrence in addition to funeral leave for the death of the employee's spouse, children, stepchildren, parents, stepparents, siblings, stepsiblings, grandparents, spouse's parents, or spouse's siblings, grandchildren or other relatives living within the household.

Recognizing that employees may not work a normal 8-hour day, hours taken as funeral leave shall correspond to the employee's actual daily work schedule. In no event shall an employee use funeral leave on more than three days as provided in this Article.

- 16.11 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery there from, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment.
- 16.12 Any employee who by reason of sickness or injury receives workers' compensation benefits may choose to receive from the Employer additional differential benefit from the accumulated sick leave, vacation leave, or other accumulated leave time, but the total weekly compensation including leave and compensation benefits shall not exceed the weekly base rate of an employee.
- 16.13 Employees may transfer their accrued vacation leave to the sick leave account of another employee provided:
- 1) the recipient is experiencing a catastrophic health circumstance and is incapacitated and unable to work, or requires time away from work to provide care for a qualified family member as defined in Section 16.4;
 - 2) the recipient has exhausted all of his or her accrued vacation, sick leave and compensatory time;
 - 3) the donor must transfer his or her accrued vacation in one (1) hour increments;
 - 4) the donor's vacation leave balance shall be reduced by the number of hours transferred to the sick leave account of the recipient;
 - 5) all vacation leave transferred shall be used at the recipient's pay rate;

- 6) the use of available donated vacation leave will take effect when an employee enters non pay status and will continue until donated leave has been used or the employee returns to work;
- 7) any leave donations become the property of the recipient and are not refundable to the donor;
- 8) donations may be made retroactively, but not more than 30 days retroactively;
- 9) no recipient will be allowed to receive more than 480 hours of donated vacation leave.

An employee receiving workers compensation indemnity payments, disability benefits or other similar insurance payments is not eligible to receive donated vacation leave.

The employee receiving leave donations shall receive holiday pay provided the employee is in paid status the day before and the day after the holiday. Paid status includes the use of donated leave.

ARTICLE 17
VACATIONS

- 17.1 Regular full-time employees shall accrue vacation benefits in accordance with the following schedule, provided that vacation leave shall only accrue when an employee is on compensated payroll status:

<u>YEARS OF SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>ANNUAL</u>
0 through 2 years	8 hours	96 hours
After 2 through 6 Years	10 hours	120 hours
After 6 through 10 years	12 hours	144 hours
After 10 through 15 years	14 hours	168 hours
After 15 through 20 years	16 hours	192 hours
After 20 years	18 hours	216 hours

- 17.2 All full-time employees shall be eligible for vacation leave benefits at their current base pay rate. An employee may utilize vacation to the extent that it is earned.
- 17.3 Vacation periods shall be selected on the basis of first come/first served. If requests are received on the same day, the senior employee shall be granted the vacation.
- 17.4 If an employee becomes ill while on scheduled vacation leave, sick leave may be claimed for those days of the vacation leave. For sick leave, the Employer may require a medical doctor's statement verifying that the illness or injury would have prevented the employee from carrying out his/her work duties.
- 17.5 In the event of the death of an Employee, all vacation accrual shall be paid to the Employee's beneficiary or estate.
- 17.6 Regular part-time employees working 14 hours or more per week will earn vacation on pro-rated basis by actual hours worked.

- 17.7 When continuous length of service reaches a point entitling the employee to the next higher rate, the new rate will commence on the first day of the pay period following the date of eligibility.
- 17.8 Vacation credit shall be allowed to accumulate to a maximum of two hundred eighty eight hours. Accrued vacation in excess of two hundred eighty eight hours shall be lost to the employee.
- 17.9 Employees shall not be entitled to receive cash payment in lieu of leave for unused accumulated vacation leave hours, except in event of termination. Upon complete termination of employment, employees shall be paid for the unused accumulated vacation leave to their credit. Any vacation severance due to a terminating employee shall be paid at the employee's base rate at the time of termination. Payment for vacation or other severance may be withheld if the employee is in any way indebted to the County or in possession of County equipment or property.
- 17.10 Vacation time off shall be approved by the department head. Vacation time off may be denied if the department head determines that the needs of the department will not be served if the time off is granted.
- 17.11 Full-time employees whose sick leave usage does not exceed eight (8) hours during the payroll year shall receive eight (8) hours of vacation. The payroll year begins with the pay period having the first payday of the year. The wellness day benefit for employees who work less than forty (40) hours a week shall be determined on a pro-rata basis based on the budgeted number of hours worked for that position. The budgeted hours for each employee is on file in the office of the County Administrator.

In order to receive the wellness day benefit, an employee must be employed by the County for the entire payroll year.

Eligible employees shall receive the credited vacation the first pay period in February of the following year.

ARTICLE 18 **INSURANCE**

- 18.1 Life Insurance: Employer agrees to pay the premium for \$10,000 life insurance coverage for each regular full-time employee.
- 18.2 Health Insurance; Effective January 1, ~~2020~~ 2017 the Employer agrees to contribute the following amounts or the full cost, whichever is less, toward the cost of individual independent group health coverage premiums under the Employer's group plan for the year ~~2020~~ 2017 for each regular full-time employee as follows:

INSURANCE CHART

2020 Contributions	
\$3,000/\$6,000 Deductible Plan with VEBA	
Single Monthly Premium	\$473.72
Monthly VEBA Contribution	\$125.00
Family Monthly Premium	\$1,233.05
Monthly VEBA Contribution	\$250.00
\$3,000/\$6,000 Deductible Plan with HSA	
Single Monthly Premium	\$455.71
Monthly HSA Contribution	\$125.00
Family Monthly Premium	\$1,181.96
Monthly HSA Contribution	\$250.00

For the 2021 plan year, the Employer shall pay 50 percent of any premium increase from 2020 rates. Any reduction in premium shall be shared on an equal 50/50 basis between the Employer and Employees. Final 2021 rates will hereby attach to this agreement when finalized.

For the 2022 plan year, the Employer shall pay 50 percent of any premium increase from 2021 rates. Any reduction in premium shall be shared on an equal 50/50 basis between the Employer and Employees. Final 2022 rates will hereby attach to this agreement when finalized.

In the event the employer offers an improvement in the Health Insurance Benefit the employer agrees to reopen the contract to negotiate improvements.

- 18.3 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 penalties, taxes or fines, the parties agree to meet immediately to negotiate revisions to this agreement that will restore the Employer's health insurance plan to compliance.

ARTICLE 19
TRAINING AND EDUCATION/MILEAGE

- 19.1 Employees assigned to training and or conference meetings will be reimbursed for registration fees, hotel expense, food and travel expense upon receipt pursuant to the County's personnel policy. Registration fees and hotel expense will be paid in advance where practical if submitted prior to the registration deadline.
- 19.2 Time spent traveling for work-related occasions (i.e. seminars) shall be included as hours of an employee's normal scheduled workday. Any work-related occasion that requires the employee to stay overnight shall be considered an eight hour workday.
- 19.3 Travel time payment will be allowed for required training conducted away from the

worksite utilizing the Courthouse as the starting point for time and mileage calculations. Travel time will not be paid from home to the work site. This Article does not apply to out of state travel.

- 19.4 Automobile Allowance: Employees required by the Employer to use their personal cars while engaged in County work, shall be entitled to reimbursement pursuant to the County Personnel Policy.

ARTICLE 20

LEAVES

- 20.1 Leaves Unpaid. If an employee has utilized all available accrued vacation and sick leave, leave without pay may be granted by the employee's department for a period not to exceed thirty days. Unpaid personal leave in excess of thirty days must be approved by the County Board of Commissioners. Probationary employees may be granted unpaid leave for one day or less by the Department Head. Any request for unpaid leave shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization for leave of absence shall be solely within the discretion of the Employer.

Unpaid leaves of absence of 16 consecutive hours or more shall result in the employee's anniversary date being adjusted by the amount of the leave.

- 20.2 Jury duty: Employees shall be granted leave of absence any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for each day of jury duty. If an employee is excused from jury 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.

- 20.3 A leave of absence shall be granted to a natural or adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to twelve weeks, provided, however, that such leave may be extended up to a maximum of thirty days by mutual consent between the Employer and the employee. Requests for additional leave beyond thirty days must be approved by the County Board of Commissioners.

A leave of absence taken under this provision shall be administered consistent with the Family Medical Leave Act guidelines and requirements. An employee must notify the Administrator's Department at least thirty days in advance in the event of a foreseeable FMLA leave. In unexpected or unforeseeable situations, an employee should provide as

much notice as is practical, usually verbal notice within two business days of when the need for leave becomes known.

- 20.4 Any employee returning from an approved leave of absence shall be entitled to return to employment in his/her former position or a position of comparable duties and pay.
- 20.5 Medical leaves shall be pursuant to the Family Medical Leave Act (FMLA). Once FMLA and sick leave and other available paid leave or compensatory time has been exhausted, the Department Head, in consultation with the Administrator, shall determine if additional leave, without pay, should be granted, consistent with the needs of the County and the Americans With Disabilities Act. Requests for this additional leave beyond thirty (30) calendar days must be approved by the County Board of Commissioners. An employee may not be absent for more than twelve calendar months from any combination of paid or unpaid leave.
- 20.6 Union Leave. The Employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative to conduct the duties of the exclusive representative and must, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.
- 20.7 General Conditions: To the extent possible, requests for leaves 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. An employee on any approved leave of absence may cancel the leave and return to work early with the approval of the Employer. The employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds the employee using the leave for purposes other than those specified at the time of approval.
- 20.8 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 coverages and who choose to participate while on leave shall be able to do so, but shall pay the full premium costs of such coverages. Employees on approved paid leave of absence shall continue to accrue classification seniority.
- 20.9 Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the step of the salary schedule where he/she was when the leave began, with any adjustments added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the other on the salary schedule, or toward length of service required to complete a probationary period.

ARTICLE 21
SAFETY-INJURY ON DUTY

21.1 The Employer and the Union agree they will cooperate in the enforcement of all applicable regulations to insure job safety. If an employee believes that his/her work duties or responsibilities require performance in a situation that violates federal and state safety standards, he shall report the matter immediately to the Employer. The decision of the Employer shall govern following such report, but if the matter is not satisfactorily adjusted, it may become the subject of a grievance and be processed through step three of the Grievance Procedure set forth in the Agreement.

ARTICLE 22
COMPENSATION PLAN

- 22.1 The Compensation Plan applicable, to employees covered by this Agreement is set forth in Appendix A, attached hereto and made a part of this Agreement.
- 22.2 Longevity. An employee who works for Benton County will receive longevity pay of \$100.00 for every two years after the completion of 12 years of service as follows:

Years of Service Completed	Longevity Pay
12,13	\$0.05
14,15	\$0.10
16,17	\$0.15
18,19	\$0.20
20,21	\$0.25
22,23	\$0.29
24,25	\$0.34
26,27	\$0.39
28,29	\$0.44
30,31	\$0.49
32,33	\$0.53
34,35	\$0.58
36,37	\$0.63
38,39	\$0.68
40,41	\$0.73
Etc.	Etc.

Employees will receive their longevity pay beginning on January 1 of the year in which they will have completed their years of service.

- 22.3 Step movement shall be based on the employee's anniversary date. The effective date for payroll computation changes shall be the employee's classification anniversary date.
- 22.4 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 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.

- 22.5 Employees assigned and working in the role of trainer to new or transferred employees shall receive an additional \$1.50 per hour compensation. Eligibility for trainer pay shall be based on the following conditions:
- 1) Trainer assignments will be made at the discretion of the Department Head or Supervisor
 - 2) Trainer assignments shall not exceed 90 days, but may be extended in 30 day increments at the discretion of the Department Head or Supervisor
 - 3) An employee assigned as a trainer shall not be assigned more than two trainees at any given time
 - 4) All employees in the bargaining unit shall be eligible for trainer pay, except employees in Lead position classifications.
- 22.6 The Employer agrees to meet with the Union to negotiate the implementation of a classification and compensation study conducted by the County in 2020.

ARTICLE 23
COMPLETE AGREEMENT~WAIVER OF BARGAINING

- 23.1 This Agreement shall represent the complete Agreement between the Union and Employer.
- 23.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject 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 not specifically 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 24
RIGHT OF SUBCONTRACT

- 24.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement, provided that no employee shall be placed on layoff as a result thereof.
- 24.2 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 fifteen 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 impact on the unit.

ARTICLE 25
SAVINGS CLAUSE

- 25.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and Benton County. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 26
TERM OF AGREEMENT

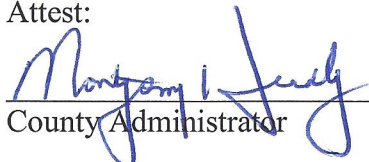
- 26.1 This Agreement shall be in full force and effect from January 1, 2020 2017 to December 31, 2022 and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by October 1st, prior to the anniversary date, that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2020

COUNTY OF BENTON


Board Chair

Attest:


County Administrator

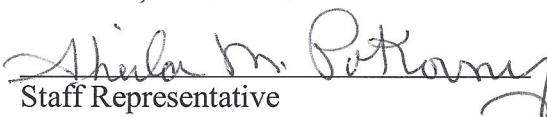
Dated 5-05-20

LOCAL 1243, COUNCIL 65,
AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES

Bargaining Committee Member

Bargaining Committee Member

President, Local 1243


Staff Representative

Dated 5/12/20

Approved as to form:

Philip Miller, County Attorney

Dated _____

APPENDIX A

Salary Tables

2020

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1	10.75	11.15	11.55	11.97	12.35	12.73	13.17	13.55	13.94	14.35	14.73
2	12.43	12.92	13.39	13.82	14.30	14.74	15.23	15.69	16.15	16.63	17.07
3	14.13	14.64	15.21	15.73	16.24	16.77	17.27	17.82	18.33	18.87	19.37
4	15.88	16.45	17.05	17.66	18.22	18.81	19.38	20.02	20.60	21.21	21.76
5	17.58	18.21	18.87	19.50	20.19	20.83	21.47	22.13	22.79	23.43	24.08
6	19.24	20.00	20.71	21.40	22.11	22.85	23.54	24.26	24.99	25.70	26.41
7	20.94	21.72	22.50	23.29	24.05	24.87	25.64	26.40	27.17	27.94	28.73
8	22.63	23.48	24.32	25.18	26.01	26.86	27.70	28.54	29.39	30.24	31.05
9	24.33	25.25	26.14	27.06	27.94	28.84	29.78	30.69	31.57	32.48	33.38
10	26.02	27.01	27.94	28.92	29.92	30.86	31.85	32.82	33.78	34.75	35.70
11	27.72	28.75	29.79	30.81	31.85	32.88	33.94	34.94	35.97	37.00	38.03
12	29.42	30.50	31.59	32.68	33.79	34.88	35.98	37.07	38.18	39.28	40.34
13	31.09	32.27	33.42	34.58	35.72	36.89	38.05	39.22	40.34	41.52	42.69
14	32.80	34.04	35.24	36.46	37.68	38.92	40.12	41.35	42.56	43.81	44.99
15	34.50	35.75	37.06	38.36	39.63	40.92	42.19	43.50	44.75	46.03	47.36
16	36.20	37.54	38.90	40.21	41.58	42.93	44.28	45.62	46.97	48.31	49.66
17	37.86	39.30	40.70	42.12	43.54	44.93	46.35	47.74	49.15	50.56	51.99
18	39.58	41.04	42.52	44.00	45.45	46.95	48.43	49.87	51.36	52.84	54.29
19	41.27	42.80	44.34	45.88	47.43	48.95	50.49	52.04	53.55	55.10	56.63
20	42.98	44.57	46.17	47.75	49.34	50.95	52.57	54.16	55.77	57.38	58.95
21	44.65	46.33	47.99	49.63	51.31	52.98	54.61	56.30	57.94	59.62	61.26
22	46.36	48.07	49.78	51.54	53.25	54.96	56.69	58.44	60.15	61.88	63.59
23	47.67	49.44	51.24	53.01	54.78	56.54	58.32	60.11	61.88	63.64	65.44
24	49.73	51.59	53.42	55.31	57.14	58.98	60.83	62.69	64.54	66.40	68.23

