

Union

LABOR AGREEMENT
BETWEEN
COUNTY OF NOBLES
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 65
January 1, 2021 – December 31, 2021
PUBLIC HEALTH

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AGREEMENT

This AGREEMENT is entered into effective January 1, 2021, between the COUNTY OF NOBLES, hereinafter referred to as the EMPLOYER, and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 65, hereinafter referred to as the UNION.

ARTICLE I. PURPOSE

The EMPLOYER and the UNION agree that the purpose of this AGREEMENT is to:

- 1.1 Achieve order and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of performance that is consistent with the well-being of all concerned.
- 1.2 Establish the full and complete understanding of the parties concerning the terms and conditions of employment.
- 1.3 Establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of the AGREEMENT.
- 1.4 Place in written form the parties' agreement upon the terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE II. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 14PCE0413 as follows:

All Public Health Nurses, Registered Nurses and Public Health Educator and Public Health Specialist employed by Nobles County, Worthington, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential, and all other 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 position, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE III. SECURITY

- 3.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 3.2 It is agreed that the EMPLOYER's obligation to provide for dues deduction shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.

- 3.3 The UNION may designate two (2) employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE IV. EMPLOYER AUTHORITY

- 4.1 The UNION recognizes the prerogative of the EMPLOYER to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including municipal personnel policies and work rules. The prerogative and the authority which the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER.
- 4.2 Nothing in this Agreement shall prohibit or restrict the right of the EMPLOYER to subcontract work performed by employees covered by this AGREEMENT.
- 4.3 The County retains the full right to operate and manage all employees, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish or modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any management functions not specifically established limited by this AGREEMENT.
- 4.4 Any terms and conditions of employment not specifically established or modified by the AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE V. EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

- 5.1 **DEFINITION OF A GRIEVANCE**
A grievance is defined as a dispute or disagreement as to the interpretation of or application of the specific terms and conditions of this AGREEMENT.
- 5.2 **UNION REPRESENTATIVE**
The EMPLOYER will recognize two (2) representatives 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 their successors when so designated.
- 5.3 **PROCESSING A GRIEVANCE**
It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances, as herein 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 EMPLOYER during normal working hours and provided the employee and the union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

5.4 PROCEDURES

Grievance, as defined by Section 5.1, shall be resolved in conformance with the following procedures:

- Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance 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 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 acts on which it is based, the provision(s) of the AGREEMENT allegedly violated and the remedy requested and shall be appealed at 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 employee's Department Head or other 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 and subsequent grievance meeting, should this occur. A grievance not resolved in Step 2, shall be referred to Step 3 or Step 4, whichever applies, within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed, in writing, by the UNION within ten (10) calendar days shall be considered waived.
- Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the UNION, may by mutual agreement of the EMPLOYER and the UNION, be submitted to the Minnesota Bureau of Mediation Services for mediation. Failure to agree to proceed to Step 3 shall be cause for Step 3 to be waived and the grievance being appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's Step 2 answer.
- Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration. The EMPLOYER and the UNION representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on the arbitrator, the selection of an arbitrator shall be made in accordance with the rules established by the Bureau of Mediation Services.

5.5 ARBITRATOR'S AUTHORITY

- 5.5.1 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 on 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.
- 5.5.2 The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modify 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 the close of the hearing or the submission of briefs by the parties, whichever is 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 applications of the express terms of the AGREEMENT and the facts of the grievance presented.

- 5.5.3 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 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.

5.6 WAIVER

If a grievance is not presented within the limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified 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 limits in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE VI. DEFINITIONS

- 6.1 UNION: American Federation of State, County and Municipal Employees.
- 6.2 UNION MEMBER: A member of AFSCME Council 65.
- 6.3 EMPLOYER: The County of Nobles.
- 6.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 6.5 TENURED EMPLOYEE: An employee who has completed the probationary period.
- 6.6 PROBATIONARY EMPLOYEE: An employee who has not completed the probationary period.
- 6.7 BASE PAY RATE: The employee's annual or hourly pay rate exclusive of any other special allowances.
- 6.8 SEVERANCE: Payment made to an employee upon honorable termination of employment.
- 6.9 FULL-TIME: A position that is normally scheduled for 40 hours per week. Employees within this group qualify for all benefits.
- 6.10 PART-TIME: A position that is created by the County for budget and workload considerations. Employees are regularly scheduled to work less than 40 hours per week with an anticipated length of service for six or more consecutive months in the same

department. Employees regularly scheduled to work at least 24 hours out of a 40 hour work week are eligible for all benefits on a pro-rata basis. Employees working less than 24 hours per 40 hour work week shall receive only the legally required benefits.

- 6.11 PROBATIONARY: A working test period during which a new employee is required to demonstrate fitness for the position to which he/she is appointed by actual performance of the duties of the position (i.e. full-time equals six months, 4/5 time equals eight months, 3/5 time equals ten months.)

ARTICLE VII. SAVINGS CLAUSE

- 7.1 In the event that any provision(s) of this AGREEMENT is declared to be contrary to law by proper legislative, administrative or judicial authority from whose finding of determination or decree no appeal is taken, such provision(s) shall be void, and such matter shall be subject to negotiation at the request of either party. All other provision(s) shall continue in full force and effect.

ARTICLE VIII. WORK SCHEDULE

- 8.1 This article is intended only to define the normal hours of work for employees. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

- 8.2 Work shifts, work breaks, staffing schedules, and the assignment of employees thereto shall be established by the EMPLOYER. A work shift shall consist of eight (8) hours plus a one-half (1/2) or one (1) hour lunch period, at the option of the employee with concurrence of the EMPLOYER. The normal work shift shall start at 8:00 a.m. and end at 4:30 p.m. if the one-half (1/2) hour lunch option has been selected. If the one (1) hour lunch option has been selected, starting time shall then be as directed by the EMPLOYER. The EMPLOYER shall notify employees of a shift change ten (10) working days in advance of such change, except in an emergency. The notification shall include the starting and ending time of the shift.

- 8.3 Flexible/Alternate Schedules/Flex Time:

Flex Time/Flexible Schedule is an exempt employee working a varying schedule pursuant to department policy, with approval.

Alternate Schedule is an approved ongoing change in an employee's work hours from the normal 8:00-4:30 to a different schedule.

Flexible/Alternate Schedules may be authorized at the discretion of the Department Head as long as service to the public operation of the department will not be impacted negatively. The Department head will communicate guidelines to employees regarding the process for flex time and how to request an alternate schedule. Depending on department needs, there is no guarantee that a request for an alternate schedule or to flex time will be granted.

Work schedule changes related to flexible and alternate schedules are not subject to the ten (10) working day notice in § 8.2.

The granting or denial of flexible or alternate scheduled or flex time shall not be subject to Article 5, Grievance Procedure, Step 4, Arbitration.

- 8.4 Employees shall have two fifteen (15) minute breaks per every four hours. Breaks will be taken at a time in the mid-morning and mid-afternoon that the scheduled time of the breaks will not materially interfere with the rendering of services.
- 8.5 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.

ARTICLE IX. HOLIDAY PROVISION

9.1 The following calendar days are deemed paid holidays for all full-time employees:

New Years Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25

When Christmas Eve falls on a Monday – Thursday, County offices will close at 3 PM and employees shall receive 1.5 hours of holiday pay at straight time.

- 9.2 In the event the holiday falls on a Saturday, the previous Friday shall be designated, as will Monday be designated in the case of a holiday following on a Sunday.
- 9.3 Employees shall receive eight (8) hours holiday pay at the normal rate of pay, provided the employee is in a pay status at the last regular shift prior to and the first regular shift following the observed holiday for which the employee is scheduled to work. For this purpose, "pay status" includes an employee engaged in work, on annual leave. When a paid holiday falls during an employee's scheduled use of annual leave, the employee will not be required to use their annual leave on the paid holiday.
- 9.4 Part-time employees included in the bargaining unit will be eligible for pro-rata holidays to be determined before January 1. Part-time employees averaging three-fifths (3/5ths) of a full-time employee's schedule shall receive 6 holidays and part-time employees averaging four-fifths (4/5ths) of a full-time employee's schedule shall receive 8 holidays. Part-time employees who are ineligible for holiday pay shall be permitted to utilize annual leave or take the day unpaid, at the employee's option.

ARTICLE X. ANNUAL LEAVE

- 10.1 All regular full-time and part-time employees where the normal work week consists of 24 or more hours per week are eligible to participate in the annual leave program.
- 10.2 Employees accrue annual leave from the first day of employment and may use accrued leave when available in no less than 1/2 hour increments. Annual leave is accrued on a prorated basis and may be used subsequent to the pay period in which it was earned.
- 10.3 Non-emergency use must be requested in advance. Emergency use may require documentation.

- 10.4 Annual leave hours must be used prior to beginning an unpaid leave of absence for other than medical reasons. An employee taking an unpaid medical leave may retain up to forty (40) hours of annual leave for use after returning from the leave. If an employee returns from a medical leave on an intermittent basis, they must use their annual leave time that may have been saved while on leave.
- 10.5 Employee's who require time off for illness or personal reasons before accruing annual leave, or after exhausting earned annual leave, may be entitled to unpaid time off. This right, however, is not unlimited and employees must continue to be reasonably available for work.
- 10.6 Employees who use intermittent unpaid time will be subject to the employers work hours and attendance policy, including all provisions relating to discipline and discharge.

Accrual Rates *Full Time A/L Accrual Rates:*

Years of Service	Exempt	
	Annual Accrual	Bi-Weekly Accrual
1 st year	128 hrs	4.924 hours
2 - 5 years	160 hrs	6.154 hours
6 - 10 years	192 hrs	7.385 hours
11 - 15 years	224 hrs	8.616 hours
16 - 20 years	256 hrs	9.847 hours
21 or more years	288 hrs	11.077 hours

4/5ths A/L Accrual Rates:

Years of Service	Exempt	
	Annual Accrual	Bi-Weekly Accrual
1 st year	102 hrs	3.924 hours
2 - 6 years	128 hrs	4.924 hours
7 - 12 years	154 hrs	5.924 hours
13 - 18 years	179 hrs	6.885 hours
19 - 24 years	205 hrs	7.885 hours
25 or more years	230 hrs	8.847 hours

3/5ths A/L Accrual Rates:

Years of Service	Exempt	
	Annual Accrual	Bi-Weekly Accrual
1 st year	77 hrs	2.962 hrs
2 -7 years	96 hrs	3.693 hrs
8 - 14 years	115 hrs	4.424 hrs
15 - 21 years	134 hrs	5.154 hrs
22 – 28 years	154 hrs	5.924 hrs
29 or more years	173 hrs	6.654 hrs

- 10.7 Maximum accrual at the end of a calendar year: Full Time = 480 hours/60 days, 4/5th Time = 384 hours/48 days and 3/5th Time = 288 hours/36 days.
- 10.8 Upon termination of employment with Nobles County, annual leave severance pay will be the dollar value of the employees wage rate x 100% of the account balance to a maximum of 480 hours.
- 10.9 Severance pay cannot be used to extend the employees date of termination beyond the last scheduled work day.
- 10.10 Employees have sole responsibility for accuracy in accrual balance reporting. Employees are encouraged to verify balances bi-weekly, and report any discrepancies immediately to Administration.
- 10.11 Employees hired by Nobles County from the Nobles/Rock Public Health Joint Powers unit, without a break in service, shall retain their annual leave accrual rate and years of service level as it existed while employed by Nobles/Rock Public Health.
- 10.12 Annual leave will not be denied in the case of the death of the employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, sibling, and step-sibling.

ARTICLE XI. POST HEALTH CARE PLAN

- 11.1 Administrative fees allocable to individual accounts of active employees and/or former employees, including retirees, shall be paid from the employee's individual account. Administrative fees shall be paid from individual accounts of all participants in the event the plan is terminated.
- 11.2 Employees that have an annual leave accrual balance over 480 hours on December 31 of each year, shall have those hours converted to cash using the employees hourly wage in effect on December 31st provided the employee used 50% or more of their annual leave accrual during that calendar year. These funds along with the Employer's FICA savings on this amount will be deposited into the employee's individual Health Care Savings Plan.

- 11.3 Employees, with a minimum of ten (10) years of service, shall have their annual leave termination pay and the Employer's FICA savings on these amounts deposited into individual accounts established for those employees under the Health Care Savings Plan.
- 11.4 Qualifying employees shall not be allowed to receive cash compensation for any benefits covered under this section.

ARTICLE XII. SENIORITY

- 12.1 Placement on the seniority roster shall be outlined in Appendix B. Thereafter, seniority shall be determined by the employee's length of continuous full-time or part-time employment (pro-rata based on full-time equivalency FTE) in a regular position classification within the department and covered by this AGREEMENT. Seniority rosters shall be maintained on the basis of compensated service time in a classification and total time in regular position classifications. Seniority rosters shall be posted in appropriate locations on or before April 1 of each calendar year. The seniority roster shall be deemed correct unless an employee has raised a question regarding the time indicated thereon within thirty (30) days.
- 12.2 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. Seniority status shall not be gained if the probation period is not satisfactorily completed. Seniority shall date back to include all current employment in a regular position once the probationary period has been successfully completed. Employees who accept a non-union position shall have their name removed from the seniority list at that time.
- 12.3 Senior employees will be given preference to fill vacancies within the bargaining unit when the vacancy is regular and when the relevant job qualifications of the employee are equal. Seniority shall not apply when protected class persons are selected to achieve Affirmative Action Goals in accordance with an approved, county-wide Affirmative Action Plan.
- 12.4 Notice of regular bargaining unit vacancies shall be posted for five (5) work days. Such notice shall state the position, classification and the rate of pay for the position.

ARTICLE XIII. LAYOFFS

- 13.1 The EMPLOYER in its discretion shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off by classification in the following order:
 - A. Temporary employees; seasonal employees; intermittent employees;
 - B. Part-time employees not included in the bargaining unit;
 - C. Probationary employees; and
 - D. In the event of further reduction in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training of more than ninety (90) days. When two (2) or more employees have relatively equal experience, skill, ability and qualifications to do the work without training of more than ninety (90) days, the employee(s) with the least seniority will be laid off first.
- 13.2 Notice shall be given to all regular affected employees at least ten (10) work days prior to the effective date of the layoff.

- 13.3 Employees, who are laid off shall be placed on a recall list for a period of ninety (90) days. During this time, no benefits will be earned nor will seniority accrue. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work-in the job classification to which they are recalled without further training. In the event no work is available at the end of either recall period, all employees on recall status shall be terminated and accrued benefits paid.
- 13.4 An employee recalled to a position in a lower rated job classification shall have the right to return to the job classification held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall, unless the position is one which would disqualify the employee for receipt of unemployment benefits under the standards applicable at the time of the recall. The EMPLOYER shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing or required to be recalled to said classification.
- 13.5 Employees who are eligible for recall shall be given notice of recall and the notice shall be sent to the employee by certified or registered mail with a copy to the UNION. The employee must notify the Agency Director of their intention to return within three (3) work days after receiving the notice of recall and shall return within five (5) working days.
- The EMPLOYER shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Agency Director with his latest mailing address.
- 13.6 Notwithstanding ARTICLE XVII, any employee eligible for medical insurance program and on lay-off status shall be afforded the opportunity of continuing in the EMPLOYER'S insurance program, at their own expense, as authorized by applicable law.

ARTICLE XIV. RESIGNATION AND DISMISSAL

- 14.1 Employees wishing to resign in good standing shall give written notice not less than two (2) weeks before such resignation shall be effective, except in special cases less than two (2) weeks notice may be given if mutually agreed to by the EMPLOYER.
- 14.2 Unauthorized absence of an employee for three (3) consecutive work days may be considered by the EMPLOYER as a resignation or such employee.
- 14.3 No employee, after having successfully completed the probationary period, will be dismissed from County employment without just cause.

ARTICLE XV. DISCIPLINE

- 15.1 The EMPLOYER will discipline employees only for just cause. Discipline will be in one or more of the following forms, as appropriate to the circumstances: Oral reprimand with written documentation, written reprimand, suspension, demotion or discharge.
- 15.2 Employees shall be provided with a copy of all disciplinary actions.

ARTICLE XVI. JURY DUTY

- 16.1 Any employee who is called upon to serve on a jury shall receive the amount of his/her regular salary minus the amount paid for services as a juror.

ARTICLE XVII. LEAVE OF ABSENCE

- 17.1 Any request for a leave of absence shall be submitted in writing by the employee to his immediate Supervisor. The request shall state the reason the leave of absence is being requested, the approximate length of time off the employee desires and shall provide a space for EMPLOYER approval.
- 17.2 Requests for immediate leaves (for example; family sickness or death) shall be answered before the end of the shift on which the leave request is submitted, if practicable. A request for a leave of absence not exceeding 3 calendar days shall be answered promptly. A request for a leave of absence exceeding 3 days but not more than thirty (30) calendar days will be submitted by the employee and answered by the Department Head within a five day period for each the employee and Department Head. A request exceeding thirty (30) calendar days must be approved by the County Commissioners.
- 17.3 Except as otherwise provided, all fringe benefits, including accrual of seniority, shall be granted while an employee is on a paid leave of absence granted pursuant to the provisions of this AGREEMENT. Any employee who is granted a leave of absence pursuant to this AGREEMENT shall be returned to the position held at the time the leave of absence was requested unless such position has been abolished.
- 17.4 Unpaid leave shall only be granted upon exhaustion of an employee's annual leave accrual.
- 17.5 The UNION and the EMPLOYER agree that it is desirable for the employees to pursue education that is work related. To this end, the following education leave policy has been adopted by the parties to this AGREEMENT:
- A. After completing one (1) year of service, an employee, upon request, may be granted a leave of absence for educational purposes. Such leaves of absence must be related to the employee's professional career with the EMPLOYER and be directly beneficial to the EMPLOYER. The period of the leave of absence shall not exceed six (6) months, but the EMPLOYER may, at its discretion, approve an extension not to exceed one (1) additional six (6) month period. Educational leaves of absence shall not be approved by the EMPLOYER more than once every three (3) years per employee.
- 17.6 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery there from are, for job related purposes, temporary disabilities and may be treated as an injury or illness, as provided in this AGREEMENT. In addition, the following provisions shall apply to maternity leave eligibility:
- A. The employee shall inform his/her Supervisor not later than three (3) months prior to the anticipated normal confinement date.
 - B. After returning from a disability leave, the employee will be reinstated to her original position or a position in the same or similar class with a comparable pay range.
 - C. A physician's statement must be received prior to returning to work indicating her ability to return to work.

- D. All benefits will accrue during the disability leave if the employee is in a pay status and meets the necessary accumulation requirements.

17.7 During state wide general elections or federal general elections, all employees shall be granted a reasonable amount of time off with pay to vote prior to 12:00 noon.

ARTICLE XVIII. NON-PENSION BENEFITS

18.1 The EMPLOYER shall make the same cafeteria plan (including available component benefits through, and EMPLOYER contributions to, such cafeteria plan) available to the members of this Collective Bargaining AGREEMENT as is made available for all other employees of the County. The EMPLOYER shall make the same VEBA or Health Savings Account contribution available for members of this Collective Bargaining AGREEMENT as is made available for all other employees of the County.

ARTICLE XIX. UNION DELEGATES

19.1 Any employee elected by the UNION to represent such UNION at international, state or district meetings, and which require their absence from duty, shall be granted the necessary time off to attend such meetings, without pay and without discrimination and without loss of seniority rights or any other rights granted by the EMPLOYER, provided such absence does not interfere with the service of the employee's department.

19.2 A maximum of two (2) employees, elected by the UNION to represent the bargaining unit during negotiations, shall suffer no loss of time or wage if negotiations are held during working hours.

19.3 Negotiations held during the employee's off duty hours shall not count as time worked.

ARTICLE XX. WAIVER

20.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this AGREEMENT are thereby superseded.

20.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any terms or conditions of employment and not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this AGREEMENT was negotiated or executed.

ARTICLE XXI. PAY PLAN

21.1 Employees shall be compensated in accordance with the pay tables as attached and incorporated into this AGREEMENT for years 2021 and marked as APPENDIX A.

21.1.1 Pay steps are based on satisfactory performance. Step increases for employees will be effective the 1st of the month following eligibility. Progression through the pay steps will be accomplished by an annual review of employee performance and will be as follows:

Full-Time	12 months
4/5 th	15 months
3/4 th	20 months

21.1.2 New employees will start at a Step A. Progression through the pay steps will be as identified above.

ARTICLE XXII. MISCELLANEOUS PROVISIONS

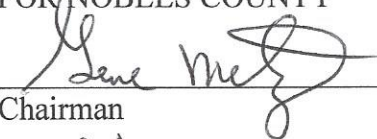
- 22.1 Personnel Policies – Information and facts contained in the AGREEMENT will prevail and take precedence over other established County Policies, Guidelines and Rules. County Personnel Policies and Procedures will be applicable in reference to situations not covered by the AGREEMENT.
- 22.2 The EMPLOYER shall pay the cost for required licenses and CEU's.
- 22.3 Employees may not use County benefits, (i.e. annual leave), to replace or offset Workers' Compensation benefits for appointments and/or when off work.
- 22.4 Employees are eligible to participate in Personnel Policy P-243B, Catastrophic Leave Bank policy.

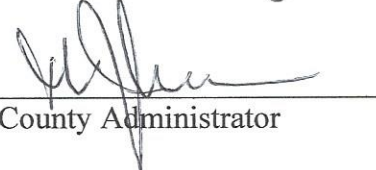
ARTICLE XXIII. DURATION

- 23.1 This AGREEMENT shall become effective January 1, 2021 and remain in effect until the 31st day of December, 2021, and shall remain in full force and effect from year to year thereafter unless either party shall give at least sixty (60) days written notice prior to any anniversary date of its desire to terminate or amend the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed this 2 day of Mar, 2021

FOR NOBLES COUNTY



Chairman


County Administrator

FOR THE UNION


Staff Representative


Unit President


Unit Secretary

HEALTH WAGES – Appendix A

Position Classification – Exempt

Level	Title
12	Health Educator
12	Registered Nurse
13	Public Health Nurse

January 1, 2021 – December 31, 2021 Pay (Includes 2.00% COLA) Step movement on anniversary date subject to § 21.1.1*

STEPS – Exempt

<u>Level</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>	<u>I</u>	<u>Level</u>
12	55,016.00	56,804.80	58,593.60	60,382.40	62,171.20	63,939.20	65,748.80	67,537.60	69,326.40	12
13	58,323.20	60,216.00	62,129.60	64,001.60	65,894.40	67,787.20	69,680.00	71,572.80	73,486.40	13

*No retro pay. Wage adjustment begins first pay period after ratification and approval by County Board.