AGREEMENT

between

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO COUNCIL 65, SWCD EMPLOYEES LOCAL 1626A

and

ITASCA SOIL AND WATER CONSERVATION DISTRICT

January 1, 2020 – DECEMBER 31. 2020

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AGREEMENT

This agreement, dated the 1st day of October 2nd 2019, is made and entered into between the Itasca Soil and Water Conservation District (SWCD), hereinafter referred to as the EMPLOYER, and Local 1626A of the American Federation of State, County and Municipal Employees, American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the UNION. The Employer and the Union will hereinafter be collectively referred to as the parties.

ARTICLE 1. PURPOSE OF AGREEMENT

SECTION A. It is the intent and purpose of the parties to set forth the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties, as per P.E.L.R.A, Minnesota Statutes 179A.06, Subd. 1.

SECTION B. The provisions of the Agreement constitute the sole procedure for the processing and settlement of any claims by an employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the grievance.

ARTICLE 2. RESPONSIBILITIES OF PARTIES

SECTION A. Each of the parties to this Agreement acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this agreement.

SECTION B. The Employer, including its managers, supervisors and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

SECTION C. The Union, including its officers, representatives and all of its members, is firmly bound to observe the conditions of this Agreement.

SECTION D. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. The Employer will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of membership in the Union.
2. The applicable procedure of this Agreement will be followed for the settlement of all grievances which shall be considered carefully and processed promptly in accordance with procedures provided herein.

SECTION E. The Union agrees that neither it nor any of its officers or members will engage in any Union activity on Employer time or engage any other employees in such Union activities while such employees are on Employer time (excluding rest breaks & lunch periods).

The Union, its officers, agents and members, agree that for the duration of the Agreement, there shall not be strikes, sit-downs, slowdowns, stoppages of work, nor any acts of any similar nature which would interfere with production: no picketing of any kind or form, however peaceful, and that it will not otherwise permit, countenance or suffer the existence or continuance of any kind of these acts except those expressly permitted by statute (PELRA, Minnesota Statute Chapter179A).

The right of the Employer to discipline an employee for violation of this Agreement shall be limited to the failure of such employees to discharge the employee's responsibilities as an employee and may not in any way be based upon failure of such employee to discharge responsibilities as a representative or officer of the Union. However, representatives or officers of the Union remain subject to discipline in the same manner as other employees for their acts as employees.

SECTION F. The Employer agrees that when negotiations/mediations are held during normal working hours, 2 Union representatives will be paid for a normal day of work.

ARTICLE 3. DEFINITION OF REGULAR EMPLOYEE AND EMPLOYER

SECTION A. The term "regular employee," as used in this Agreement, shall mean any employee who has been employed by the Itasca Soil and Water Conservation District or appointed to work for the Itasca Soil and Water Conservation District or appointed to work for the Itasca Soil and Water Conservation District by an authorized supervisor or SWCD Board of Supervisors and who works regularly full-time or regularly part- time 14 hours per week or more and who has completed a probationary period.

SECTION B. The Employer is the Itasca Soil and Water Conservation District Board of Supervisors.

ARTICLE 4. RECOGNITION

SECTION A. The Employer hereby recognizes Local 1626A of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes in the unit composed of all the employees of the Itasca Soil and Water Conservation District, Grand Rapids, Minnesota, who work more than 14 hours per week or more than 67 days per year, excluding the District Manager position as a managerial employee, and excluding confidential and supervisory employees.

SECTION B. The Employer agrees to a policy whereby that during and for the duration of this Agreement, it will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees as are defined either individually or collectively which in any way conflicts with the or conditions of this Agreement or with the role of the Union as the exclusive representative agency for such employees.

SECTION C. No discrimination shall be exercised against any employee because of Union membership or because of any protected class as defined in federal, state statute or rule.

SECTION D. Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the female or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and whenever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 5. UNION DUES, PAYROLL DEDUCTION

SECTION A. Upon receipt of a written notice by an employee to deduct from salary Union dues, initiation fees, and/or other Union approved deductions established by the Union; the Employer agrees to make such payroll deductions and to remit the proceeds to the Union; AFSCME Council 65, 118 Central Ave., Nashwauk, MN 55769

SECTION B. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgements brought against the Employer under all provisions of this Article.
It is the responsibility of AFSCME Council 65 and Itasca SWCD employee union members, to coordinate member dues payments independent of the Itasca SWCD; this includes, but is not limited to, payroll deductions to be paid to AFSCME Council 65.

ARTICLE 6. HOURS OF WORK

SECTION A. Business hours for services provided to the public are 8:00 a.m. to 4:30 p.m., Monday – Friday (MN Statute 373.052).

SECTION B. The normal hours of work shall be subject to the District Manager's discretion as deemed necessary by business need. The normal work week for full-time employees shall be 40 hours. The normal work week and work days for part time employees shall be established by the District Manager. Employees shall be scheduled to work on a regular work shift, except in cases of emergency, and each work shift shall have a regular start and end time.

SECTION C. While ensuring that service needs are met, employees may take a 15-minute break during each 4-hour shift. Rest breaks/lunch periods may not be used to shorten the work day. Employees shall receive a 30-minute unpaid meal break during the middle of each shift. Employees may not combine their 15-minute breaks with their 30-minute meal period for a 1 hour paid meal break.

SECTION D. When the manager authorizes an employee to work overtime, the employee will receive compensatory time. An employee's request for compensatory time off shall be approved by the District Manager. Compensatory time at the 11/2 times rate shall be granted to an employee only after 40 hours of work in a work week. Compensatory time off, vacation, sick leave, holidays and all other paid time off shall count as hours worked for the purpose of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

SECTION E. The establishment and continuation of flexible work schedules shall be agreed upon by both the District Manager, and the employee. The District Manager will meet and confer with employees to discuss the potential availability of flexible work schedules. Employees will have the option to work a flex schedule or not. If a dispute arises among employees opting for a particular flex schedule, agency seniority shall be the determining factor. Failure to reach an agreement on a flexible work schedule shall not be grievable and the manager's decision is final.

For employees on approved flex time schedules, the normal work week shall consist of 40 hours in a work week based on a consistent scheduling procedure.

ARTICLE 7. HOLIDAY PROVISIONS

SECTION A. For the purpose of this Agreement, the following days shall be paid holidays:

New Year's Day
President's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day (2 hours off)
Christmas Day
2 Floating Holidays

SECTION B. When the following holidays fall on Sunday, the following day shall be a holiday. When the following holidays are on Saturday, the preceding day shall be a holiday:

New Year's Day
Independence Day
Veterans Day
Christmas Day

SECTION C. Eligibility for Floating Holidays: Initial employment probationary status employees cannot take a floating holiday until the 6-month probationary period has been successfully completed, at which time the floating holidays are earned for the year in which the probationary period was completed.

ARTICLE 8. VACATIONS

SECTION A. Employees who have attained permanent status shall accrue annual vacation. on a bi-weekly accumulation, based on the following schedule.
For all existing employees:
* Bi-weekly accumulation effective January 1 2021.
* The entire 2020 leave allocation will be provided the first Pay period in January 2020.

Completed Months of Service	Number of Working Hours of Vacation Time Earned Per Year
1 - 24 months	80.00 hours (10 days)
25 - 108 months	120.00 hours (15 days)
109 months+	160.00 hours (20 days)

SECTION B. In determining vacation periods, the wishes of the senior employee will be respected as to the time of taking vacation insofar as the needs of the service will permit, it is understood that the rights of the senior employee will prevail in the selection of vacation time when agreement cannot be reached among the bargaining unit employees. Once a less senior employee's vacation request is approved it will not be cancelled at the request of a more senior employee.

SECTION C. Upon separation of employment for any reason, employees who have attained permanent status, shall have paid out to them any accumulated vacation credit, to a max of 160 hours.

SECTION D. All employees who have used all of their accumulated sick leave hours shall at that time, if illness continues, be allowed to use any vacation credits earned in that year.

SECTION E. Vacation leave may be accumulated to a maximum of 160 hours..

ARTICLE 9. SICK LEAVE

SECTION A. New hires, for the first 12 months of service for the SWCD, shall earn 1.847 hours of sick leave for each pay period of service. Thereafter, Section B shall apply.

Section B. All regular employees shall earn sick leave at the rate of 3.693 hours for each pay period and may accumulate unused sick leave to a maximum of 600 hours. Employees begin accumulating sick leave as of the date of employment and may use sick leave during the probationary period.

An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

*Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth.
*Provide care for a family member as a result of medical, dental, or optical examination or treatment.

Immediate Family is defined as:
Spouse, child, parent, grandparent, grandchild, brothers and sisters and spouses there-of.

SECTION B. In the event of an employees' death while employed for the SWCD, 100% of his/her accrued vacation leave shall be paid out to the surviving spouse or to the estate of the employee who passed away.

SECTION C. Upon severing employment, 30% of the employees accumulated but unused sick leave from their first day of SWCD employment shall be paid as severance. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid in a lump sum. The 30% pay-out shall be limited to a maximum of ($5000.00) five thousand dollars.

Any payments made upon termination due to death will be paid in accordance with state and federal regulations.

An employee will not receive severance pay if:

1. The employee has less than five years of continuous service.
2. The employee is terminated by the Employer for just cause for a job-related occurrence. (a determination of just cause by an arbitrator or court shall be binding on a determination of severance pay eligibility.

SECTION D. Catastrophic Illness. Employees may voluntarily donate one or more vacation days to another bargaining unit member. These donated days may be used for hospitalization or major medical problems when they have exhausted their own sick leave and vacation days.

ARTICLE 10. BEREAVEMENT LEAVE

SECTION A. Regular employees shall be allowed to use up to 24 hours of Bereavement leave time in case of death in the immediate family. 16 additional hours (max of 40 hours) of Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements.
Immediate Family is defined as:

Spouse, child, parent, grandparent, grandchild, brothers and sisters and spouses there-of.

ARTICLE 11. LEAVES OF ABSENCE

SECTION A. All requests for a leave of absence shall be submitted in writing by the employee to the district manager as soon as the need for such leave is known.

SECTION B. Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with State Statute and the Federal Family Medical Leave Act (FMLA).

Any leave taken under this section shall reduce the length of leave for which the employee and spouse are eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this section.

SECTION C. Family and Medical Leave Act (FMLA) leave shall be available to eligible employees in accordance with the Itasca SWCD Family and Medical Leave Act Policy as adopted by the Employer. A leave is available for use after all earned leave has been exhausted on a consecutive bases and after all requirements have been met.

SECTION D. After an employee has used all accumulated sick leave, vacation, compensatory time, floating holiday, any other paid time, and any available FMLA protected leave, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed 6 months without having their name removed from payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

SECTION E. A leave of absence without pay may be granted by the manager for a period not to exceed 40 hours in each calendar year. A leave of absence in excess of 40 working hours may be granted by the SWCD Board.

ARTICLE 12. SENIORITY

SECTION A. Seniority standing shall be granted to all employees who have attained permanent status. The seniority date of employees attaining such permanent status shall be the first day of employment. During the probationary period, an employee may be discharged by the Employer without cause and without the same being considered a breach of this Agreement or constituting a grievance hereunder.

Seniority lists shall be brought up-to-date on July 1st of each calendar year and distributed to the listed employees. A copy of the seniority list shall be sent by mail to the assigned AFSCME Staff Representative.

SECTION B. An employee shall lose his/her seniority standing in the following situations:

a. Voluntary resignation;
b. discharge for just cause;
c. retirement;
d. failure to accept recall from layoff;

SECTION C. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off, by classification, in the inverse order of their seniority, provided all probationary, temporary, emergency, provisional or limited term employees are laid off first.

Employees shall be recalled from layoff to a position in the classification according to their classification seniority. No new employee shall be hired until all employees on lay off status desiring to return to work have been recalled. There shall be a 3-year recall limit on layoffs.

In the event of a layoff, a reduction in force, or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work, provided the employee has the necessary qualifications to perform the duties of the job involved. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the District Manager of the specific position into which the employee intends to bump. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs.

Equal seniority. If 2 or more employees in the class in which a layoff occurs have equal seniority; the order of layoff shall be in inverse order of the date of acquisition of permanent status in the class. If a tie still remains, the order of layoff shall be determined by the average of the last two 2 service ratings, if available, or the last service rating if only 1 is available and the employee with the lower average or rating shall be laid off first. If no service ratings are available, the order of layoff shall be determined by District Manager in such a way as to retain in the agency the employee(s) considered most valuable.

The SWCD Board shall notify in writing the employee and the manager at least 10 working days before the effective date of the layoff and shall state the reason for the layoff. If the SWCD Board fails to certify before the effective date of the thereof that the layoff was not for reasons not reflecting discredit on the employee, it shall be deemed a dismissal and shall be subject to the rules regarding dismissal.

SECTION D. Notices of all vacancies and newly created positions shall be posted and employees shall have a minimum of 5 working days in which to apply. Senior qualified applicants shall be transferred to fill the vacancy or new position provided the employee has the necessary qualifications to perform the duties of the job. The district manager shall determine whether the applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right of appeal through the normal grievance procedure.

SECTION E. Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veteran's employment, discharge, or promotion.

ARTICLE 13. SUSPENSION AND DISCHARGE

SECTION A. An employee may be temporarily suspended for just cause. The employee and Union shall be notified of the reasons for suspension in writing at the time of suspension. If the employee feels the suspension was without just cause or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within 21 calendar days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

SECTION B. An employee shall be discharged only for just cause. Discharges shall be subject to the grievance procedure.

ARTICLE 14. GRIEVANCE PROCEDURE

SECTION A: A grievance, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.
Employees shall have the right to process grievances through the procedures of this article or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a grievance may be processed through one procedure or the other, but not both. An employee who pursues a grievance through a procedure other than the procedure provided in this section shall waive the rights of this article of the agreement.

If a grievance is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the remedy requested.

The matter shall be discussed with the employee's supervisor as designated by the EMPLOYER within 7 calendar days. The EMPLOYER'S response will be made in writing within 7 calendar days after the close of the discussion.

A GRIEVANCE not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the District Manager within 14 calendar days. The District Manager shall give the UNION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following the District Manager's final Step 2 response.

Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the SWCD Board or its designee within 14 calendar days. The SWCD Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

Step 4. Mediation of a grievance: Upon completion of the previous Step and prior to requesting arbitration, the UNION and the EMPLOYER may, by mutual agreement, request mediation of the grievance by the Bureau of Mediation Services or contracted services approved by the SWCD Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the grievance. After the mediator or either party determines that further mediation would serve no purpose, a grievance may be appealed to Step 5 within 30 calendar days.

Step 5. The grievance appealed to arbitration shall be subject to the provisions of PELRA. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of grievances as established by the State Bureau of Mediation Services. Any unresolved grievance not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or 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 application of the express terms of this agreement and to the facts of the grievance presented.

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

ARTICLE 15. PAY PLAN

Section A. All new employees and current employees offered a job change shall be on probation for a period of 6 months of time worked, excluding overtime. During the probationary period the supervisor must provide feedback to the employees regarding performance. An employee's probation may be extended only for non-performance related reasons for an additional period of up to 6 months. When the employee successfully completes probation, a 1 step increase shall be granted.

SECTION B. Each employee shall be considered for a 1 Step merit increase on the employee's anniversary date of employment and shall be granted such merit increase unless denied the merit increase for good and sufficient reasons of which the employee has been provided written notice at least 30 days prior to the anniversary date of such denial. The Employer shall notify the Union of the fact that they are denying the merit increase, but not outline the to the Union specific reasons for this denial. The employee shall have the right of appeal through the normal grievance procedure based on any specific reasons for the denial as outlined to the employee by the Employer.

SECTION C. The compensation schedule for personnel of the Itasca Soil & Water Conservation District shall be the following schedule to be effective October 2, 2019, through December 31, 2020. All employees that are covered under the terms and conditions of the Agreement shall be compensated in accordance with the compensation plan attached to this Agreement as Appendix A.

SECTION D. Payroll periods shall be bi-weekly.

ARTICLE 16. GENERAL PROVISION

SECTION A. Part time employees working 20 or more hours per week shall receive pro-rated vacation, sick leave, and holidays. A part time employee must be regularly scheduled to work at least 20 hours per week in order to be eligible for the same Employer contribution to insurance benefits as full time employees.

ARTICLE 17. GROUP INSURANCE PROGRAM

SECTION A. All regular employees shall be eligible for hospital, medical and dental insurance benefits from the first date of employment, provided all necessary application forms have been completed. Enrollment will begin during 30 calendar day maximum length orientation period, and the enrollment waiting period will not exceed 90 calendar days; insurance benefits will begin within 120 calendar days of the first day of eligible employment.

They shall be eligible for life insurance on the 1st of the month following their first date of employment, provided all necessary application forms have been completed. Authorized sick leave, vacation time, compensatory time and any other paid time off, including an authorized leave of absence of 30 days or less shall be counted as working time for such eligibility.

Employees in regular positions, who have opted not to be covered by hospital medical or dental insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company. Regular employees who are temporarily laid off for more than 30 days, or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), or who are on authorized unpaid leave of absence for more than 30 days, may continue their insurance coverage by paying the full amount of the premiums themselves during the period of such lay-off or leave of absence. At the time of approved leaves of absence, or orders of temporary lay-offs, the SWCD shall provide a written statement to the affected employee advising of the status of insurance coverage during the period of absence. Upon returning to work, such employee need not re-establish eligibility.

Employees who leave SWCD employment must have worked at least 80 hours during the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. NOTE: However, life insurance is canceled at the end of the month in which the employee terminates employment.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which such employees return to work in order to be eligible for such Employer contributions for the next succeeding calendar month.

Accrued earned leave (i.e. vacation, sick, comp and holidays) shall be considered days worked. Employees who voluntarily terminate employment without due notice to the manager, unless termination without notice is approved by the manager, shall forfeit all rights to such Employer contributions. Employees who are discharged for cause shall forfeit all rights to such Employer contributions.

SECTION B. Coverage.

I. GROUP LIFE INSURANCE:

At full $16.00/month cost to employee, SWCD employees are eligible to participate in the Itasca SWCD Prudential Group Decreasing Term Life Insurance plan (NCPERS), as it exists as defined as of 10/17/18; expense shall be deducted from the employee's salary on a reoccurring monthly basis.

II. GROUP HOSPITAL AND MEDICAL INSURANCE:

A. BlueCross BlueShield of MN, BlueAccess Gold $500.00 Plan 635 shall be the health insurance plan immediately available to employees. Refer to Article 17 section A for enrollment period information.

B. The employee shall have the option to elect the plan on an annual basis during the open enrollment period or when a qualified event occurs. The premium participation for said plan shall be a fixed Employer contribution not to exceed $700.00 monthly. Costs of coverage that exceed the Employer contribution are solely at the employee's expense and shall be deducted from the employee's salary on a reoccurring monthly basis.

Effective September 1 2019, employees whose premium exceeds $1,000.00per month, shall receive a $800.00 fixed Employer contribution monthly.

If employee elected not to participate in BlueAccess coverage, they are eligible to receive individual dental insurance coverage at no additional cost to the employee; see item III of this article section for additional information.

C. In the event during the term of this Agreement the SWCD Board elects to change insurance carriers, it is understood and agreed that the SWCD shall continue to provide equivalent coverage to the present hospital/medical insurance and dental insurance plans covering the employees under this Agreement, if such alternative should become available. It is understood that the employees' and Union's rights as provided by State and Federal Statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as Minn. Stat. Section 471, MN. Comprehensive Health Insurance Act 62 E. 03, etc.).

D. Employees portion of health insurance premiums only shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

E. Employees who opt out of Employer health insurance coverage shall forfeit that portion of the Employer's monthly insurance contribution.

III. GROUP DENTAL INSURANCE

The Employer will provide dental insurance under Delta Dental Plan of Minnesota, or its equivalent, with a maximum annual benefit of $1,000.00 per person. For employees participating in BlueAccess health coverage, if participating in individual SWCD Delta dental coverage, $15.00 of the employee's

premium will be paid by the SWCD; costs of coverage that exceed the Employer contribution are solely at the employee's expense and shall be deducted from the employee's salary on a reoccurring monthly basis. Employees who decline SWCD individual health insurance coverage shall have the option to receive individual dental insurance coverage at full cost to the SWCD.

IV. FLEXIBLE SPENDING ACCOUNT:

The SWCD may provide flexible spending account programs. Employees may elect to participate.

V. POST RETIREMENT HEALTH CARE SAVING PLAN (HCSP):

All employees shall be enrolled in the Post-Retirement Health Care Savings Plan (HCSP). Said employee shall contribute 2% of their base rate of pay earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

The SWCD shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

ARTICLE 18. SEPARABILITY

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgement or decree of a court of competent jurisdiction because of any conflict with Minnesota State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

The Employer and the Union agree that they will meet within 30 days following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 19. TRAINING AND CONFERENCES

Shall allow employees attendance at conferences, seminars, and trainings that pertain to the scope of job duties and certification credentials, subject to budgetary restraints; higher priority will be granted for maintaining certifications.

ARTICLE 20. DURATION OF AGREEMENT

This Agreement will be in effect from October 2, 2019 until December 31, 2020. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires.

Document approval signatures:

Ted Lovdahl
Itasca SWCD Board Chair

Date: 11/12/19

President
Local 1626A, AFSCME AFL-CIO

Date: 12/4/2019

Andy Arens
Itasca SWCD District Manager

Date: 11/12/19

Troy Bauch
Council 65 Union Staff Representative

Date: 12/5/19

APPENDIX A-Pay Plan

						One Time Longevity Payments		
	Step 1	Step 2	Step 3	Step 4	Step 5	10+	15+	20+
SPECIALIST	$16.50	$17.50	$18.50	$19.50	$20.50	$750.00	$1000.00	$1250.00
RECEPTIONIST	$16.00	$16.50	$17.00	$17.50		$750.00	$1000.00	$1250.00
ASSISTANT	$13.00	$13.50	$14.00	$14.50		$750.00	$1000.00	$1250.00

- **End of Contract -**