

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

THE COUNTY OF WASHINGTON

AND

THE ASSISTANT WASHINGTON

COUNTY

ATTORNEYS' ASSOCIATION

January 1, 2024– December 31, 2025

Table of Contents

ARTICLE 1. PURPOSE OF AGREEMENT	1
ARTICLE 2. RECOGNITION	1
ARTICLE 3. ASSOCIATION SECURITY	2
ARTICLE 4. WORK SCHEDULES	2
ARTICLE 5. HOLIDAYS	3
ARTICLE 6. PART-TIME EMPLOYEES	4
ARTICLE 7. PAID TIME OFF (PTO).....	4
ARTICLE 8. WORKERS' COMPENSATION.....	6
ARTICLE 9. EXTENDED SICK LEAVE SEVERANCE PAY.....	6
ARTICLE 10. LEAVES OF ABSENCE	6
ARTICLE 11. COMPENSATION	7
ARTICLE 12. MOVEMENT IN CLASSES	9
ARTICLE 13. DISCHARGE AND DISCIPLINE	9
ARTICLE 14. GRIEVANCE PROCEDURE.....	9
ARTICLE 15. SENIORITY/LAYOFF	11
ARTICLE 16. JOB VACANCIES/PROMOTIONS.....	12
ARTICLE 17. PROBATIONARY PERIODS.....	12
ARTICLE 18. INSURANCE.....	13
ARTICLE 19. WORK RULES.....	14
ARTICLE 20. NO STRIKE.....	15
ARTICLE 21. EMPLOYER AUTHORITY	15
ARTICLE 22. SUBCONTRACTING	15
ARTICLE 23. COMPENSATORY TIME	15
ARTICLE 24. SAVINGS CLAUSE.....	16
ARTICLE 25. COMPLETE AGREEMENT AND WAIVER OF BARGAINING	16
ARTICLE 26. TERMINATION AND MODIFICATION	17
MEMORANDUM OF AGREEMENT.....	19

ARTICLE 1. PURPOSE OF AGREEMENT

- 1.1 This AGREEMENT to be effective as of January 1, 2024 through December 31, 2025 between the County of Washington, hereinafter called the EMPLOYER, and the ASSISTANT WASHINGTON COUNTY ATTORNEYS' ASSOCIATION, hereinafter called the ASSOCIATION.
- 1.2 It is the intent and purpose of this AGREEMENT to:
 - (1) Assure sound and mutually beneficial working and economic relationships between the parties hereto;
 - (2) Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
 - (3) Place in written form the parties' complete agreement upon terms and conditions of employment for the duration of this AGREEMENT.
- 1.3 All personnel policies unless otherwise stated, shall be applied uniformly across the entire bargaining unit.

ARTICLE 2. RECOGNITION

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

All non-supervisory Assistant County Attorneys employed by the Washington County Attorney's Office, Stillwater, Minnesota, who are public employees under 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 Association are unable to agree as to the inclusion or exclusion of a new modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The Association recognizes the Washington County Board of Commissioners as the representative of the EMPLOYER and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided for in the AGREEMENT. No agreement covering terms and conditions of employment or other matters made between the Association and the EMPLOYER shall be binding upon the EMPLOYER unless the witnessed signature of the EMPLOYER'S designated bargaining representative(s) is affixed thereon.
- 2.4 The EMPLOYER in accordance with the provisions of Minnesota Statutes §179A.03, Subd. 8, agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this AGREEMENT either individually or collectively which in any way conflict with the terms and conditions set forth in this AGREEMENT, except through the certified representative. No agreement covering terms and conditions of employment or other matters made between the Association and the EMPLOYER shall be binding upon the Association unless the witnessed signature of the Association's representative is affixed thereon.

ARTICLE 3. ASSOCIATION SECURITY

- 3.1 The EMPLOYER agrees to deduct the Association dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the EMPLOYER by a representative of the ASSOCIATION in itemized bill format, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the representative by the first of the succeeding month, after such deductions are made.
- 3.2 The Association may designate certain employees from the unit to act as officers and shall, within five (5) days of such designation, certify to the EMPLOYER, in writing, of such choice and the designation of successors to former officers. The Association shall also certify to the EMPLOYER a complete and current list of its officers.
- 3.3 The EMPLOYER agrees to recognize stewards certified by the Association as provided in this Section, subject to the following stipulations:
 - A. There shall be no more than one (1) steward and one (1) alternate designated at any one time.
 - B. Stewards and other employee Association officers shall not leave their work assignments for Association business 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 Association business will be limited to the investigation and presentation of grievances to the EMPLOYER. No more than one (1) steward shall be paid time to investigate or present a grievance.
- 3.4 The EMPLOYER agrees to allow the ASSOCIATION to use designated bulletin boards for the purpose of posting notices of ASSOCIATION meetings, ASSOCIATION elections, ASSOCIATION election returns, ASSOCIATION appointments to office, and ASSOCIATION recreational or social affairs, and any other items specifically approved by the EMPLOYER. The ASSOCIATION agrees to limit the posting of such notices to the bulletin board space designated by the EMPLOYER.
- 3.5 The ASSOCIATION shall represent all members of the unit fairly and without regard for ASSOCIATION memberships or non-membership or other factor.
- 3.6 The ASSOCIATION 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 Sections 3.1 and 3.2 of this Article.

ARTICLE 4. WORK SCHEDULES

- 4.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of compensatory time. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 4.2 Work shifts, staffing schedules and the assignment of employees thereto shall be established by the EMPLOYER.

- 4.3 The normal work schedule shall be five (5) eight (8) hour days on duty, Monday through Friday, followed by two (2) days off duty, Saturday and Sunday. Other work schedules may be authorized to accommodate the services performed by the EMPLOYER. The EMPLOYER may adopt flexible schedules, four ten-hour days or other non-traditional schedules. Employees may request to work a flexible schedule and/or to participate in job sharing, but the EMPLOYER has no obligation to grant such request.
- 4.4 Employees shall receive a one half (1/2) hour unpaid lunch break near the middle of the work day. Two paid 15-minute breaks may be used at the discretion of the employee. Scheduling of such breaks shall be subject to the duty to provide quality service to the public.
- 4.5 When adopting a non-traditional schedule, the EMPLOYER shall staff such schedules in the following order:
- (1) Request volunteers from within the department and classification.
 - (2) If further employees are needed, the EMPLOYER shall designate sufficient employees to meet scheduling needs.
 - (3) Non-traditional schedules that result in less than full-time employment will be assigned by seniority, the least senior persons in the classification and department shall be assigned to the reduced schedule.
 - (4) Prior to the implementation of a reduced hour non-traditional work schedule the Employer shall meet and confer with the Association and the employees in the affected classification and the department concerning the schedule.
- 4.6 The EMPLOYER shall give an employee a minimum of ten (10) working days' notice prior to adopting a permanent non-traditional schedule.

ARTICLE 5. HOLIDAYS

5.1 Holidays are defined as:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
One Floating Holiday	

- 5.2 Employees shall be eligible for one (1) floating holiday, up to eight (8) hours each calendar year. The floating holiday shall be scheduled in the same manner as approved time off – and must be used prior to December 31 of each calendar year or it shall be lost. Floating holidays are ineligible to be paid out upon termination of employment. Part-time employees (greater

than .35 FTE) are eligible for a pro-rated floating holiday equivalent to their budgeted FTE.

- 5.3 Provided a holiday falls on a Saturday, the day before shall be observed as the holiday. If a holiday falls on a Sunday, the day after shall be observed as the holiday.
- 5.4 Employees shall be eligible for holiday pay provided they are in paid status on the work day before and the work day after the holiday.
- 5.5 When a paid holiday falls during an employee's vacation period, the employee shall not be charged vacation time for that day.
- 5.6 Temporary employees are not eligible for paid holidays.

ARTICLE 6. EMPLOYEE STATUS

- 6.1 A regular part-time employee is an employee who is regularly scheduled to work less than forty (40) hours per week.
- 6.2 An intermittent part-time employee is an employee who works on a non-regular basis with hours that vary from week to week.
- 6.3 A special project employee is an employee hired to work on a special or limited project where such project has a limited expected duration (less than nineteen (19) months) and where there is little eventuality of continued employment by the EMPLOYER in such position after the special project expires.
- 6.4 A temporary employee is an employee who is hired for a limited period of time and the employment is considered temporary in nature. The period of temporary service is not counted as part of any probationary period should an individual subsequently be appointed to a regular position. Temporary employees are not eligible for county benefits except as mandated by state and federal law.
- 6.5 A regular or intermittent part-time employee (.5 FTE and greater) shall receive Paid Time Off on a pro rata, per hour basis (up to forty (40) hours per week).
- 6.6 Regular and intermittent part-time employees shall earn health insurance coverage (as a proportion of the EMPLOYER'S payment to regular full-time employees) in the following amounts per pay period:

less than 40 hours	no paid benefits
40 to 59 hours (.5 to .74 FTE)	50%
60 to 79 hours (.75 to .99 FTE)	80%
- 6.7 The schedule as set forth in 6.5 is not intended to apply to any regular full-time employees whose work hours have temporarily been reduced by the Employer to less than eighty (80) hours per payroll period. (See Article 4, Sections 4.4 - 4.6.)

ARTICLE 7. PAID TIME OFF (PTO)

- 7.1 PTO shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees gone at the same time, the employee(s)

who submit(s) the request earliest in time shall be given a choice of time off period.

- 7.2 Any regular employee who is laid off, retired or separated from the services of the EMPLOYER, prior to taking PTO, shall be compensated in cash at the employee's current rate of pay for the unused PTO the employee has accumulated at the time of separation.
- 7.3 PTO in excess of the maximum accumulation allowed shall be lost to the employee.
- 7.4 PTO may be used in units of one-quarter (1/4) hour.
- 7.5 An employee must present a physician's statement attesting to the employee's fitness to return to work if requested by EMPLOYER.
- 7.6 Should illness occur while an employee is on planned PTO, the period of illness may be charged to extended sick leave and the charge to planned PTO leave be reduced accordingly. An employee requesting such a change may be required to submit a written statement of a physician attesting to illness and the period of disability.
- 7.7 The maximum amount of Extended Sick Leave paid at termination shall not exceed eight thousand, five hundred dollars (\$8,500.00) to an employee who meets the qualifications as defined in the PTO policy.

7.8 Paid Time Off Plan –

a) Accrual Rates:

Years of Service	Accrual per Hour of Service (to maximum hours/days per year)
For Employees hired January 1, 2019 and after: Less than 5 years of service	.0769 hours per hour worked (160 hours/20 days per year)
For Employees hired December 31, 2018 and prior: Less than 5 years of service	.0808 hours per hour (168 hours/21 days per year)
Completed 5 years but less than 10 years of service	.0923 hours per hour (192 hours/24 days per year)
Completed 10 years but less than 15 years of service	.1039 hours per hour (216 hours/27 days per year)
Completed 15 years but less than 20 years of service	.1154 hours per hour (240 hours/30 days per year)
Completed 20 years of service	.1385 hours per hour (288 hours/36 days per year)

- b) Maximum carry-over of PTO from one calendar year to the next is five hundred (500) hours. Any PTO in an employee's account that exceeds 500 hours as of the pay period which includes December 31 each year will be lost to the employee.
- c) Employees may cash out PTO on an annual basis up to ninety (90) hours.
- d) The cash-out amount will not be processed if the accrual is insufficient at the time the cash-out is processed in August. Employees cashing out PTO may elect to distribute the amount as cash, as a HSA Contribution (subject IRS limits), or as a 457 Plan Contribution (subject to IRS limits), in accordance with County policy.

7.9 Temporary employees are not eligible for PTO.

ARTICLE 8. WORKERS' COMPENSATION

- 8.1 An employee who is injured on the job, regardless of the extent of the injury, shall notify the employee's supervisor of the injury immediately, but no later than twenty-four (24) hours after sustaining the injury.
- 8.2 An employee who is receiving workers' compensation for an injury received while working for the EMPLOYER, may supplement workers' compensation with other accumulated benefits (PTO, extended sick leave, compensatory time) in order to receive a normal base salary (base hourly rate of pay times FTE) in accordance with County policy.

ARTICLE 9. EXTENDED SICK LEAVE SEVERANCE PAY

- 9.1 Employees shall be eligible for severance pay of eligible Extended Sick Leave hours (25% of total remaining hours up to the stated dollar maximums) upon retirement, death, or resignation, in accordance with the following conditions:
- (1) Severance pay maximum for eligible employees who resign, are laid off, or in the event of death, shall be paid at the employee's hourly rate of pay, but shall not to exceed four thousand five hundred dollars (\$4,500.00).
 - (2) Severance pay maximum for eligible employees who retire from the County and are PERA eligible shall be paid at the employee's hourly rate of pay, but shall not exceed eight thousand five hundred dollars (\$8,500.00).
 - (3) Upon death of an employee, insurance benefits and/or severance compensation shall be paid to the surviving spouse or the employee's estate.

ARTICLE 10. LEAVES OF ABSENCE

- 10.1 Eligibility Requirements: Regular employees shall be eligible for leaves of absence.
- 10.2 Application for Leave: Any request for a leave of absence shall be submitted in writing by the employee to the EMPLOYER. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization, if granted, for a leave of absence shall be furnished to the employee by the EMPLOYER, and it shall be in writing.
- 10.3 A request for a leave of absence not exceeding one (1) month shall be answered within seven (7) calendar days. A request for a leave of absence exceeding one (1) month shall be answered within fourteen (14) calendar days. All personal leaves shall be without compensation or benefits. The approval or denial of such leaves shall not be subject to the grievance procedure.
- 10.4 An employee returning from an unpaid leave of absence for medical purposes shall be returned to the employee's department and classification. The returning employee shall be accorded the pay and benefits due the employee's seniority if the department and/or classification were eliminated during the absence.
- 10.5 Personal Leave: Leaves of absence not to exceed six (6) months may be granted. Such leave may be extended or renewed for any reasonable period of time in accordance with the Americans

with Disabilities Act (ADA).

- 10.6 Association Business: Employees elected to any ASSOCIATION office or selected by the ASSOCIATION to do work which takes them from their employment with the EMPLOYER, shall at the written request of the ASSOCIATION be granted a leave of absence.
- 10.7 Neither benefits nor individual salary increases shall be earned by employees while on a leave of absence without pay. Employees returning to work after leave without pay will be paid at the same salary, (which includes any General Adjustment made during the absence) held at the time the leave began.
- 10.8 The EMPLOYER may cancel a leave of absence at any time the employee utilizes the leave for purposes other than those stated when the leave was granted. An employee may cancel an approved leave of absence and return to work with the approval of the EMPLOYER.
- 10.9 Jury Duty: Jury Duty shall be granted in accordance with County Rules and Regulations.
- 10.10 Military Leave: Military leave shall be granted in accordance with County Rules and Regulation.
- 10.11 Funeral Leave: Employees with PTO are not eligible for funeral leave.
- 10.12 Notice: Any employee utilizing jury duty or military leave shall notify the EMPLOYER of such intent as soon as the necessity for such leave is known.
- 10.13 Educational Leave: Educational leaves of absence shall be granted in accordance with the County Personnel Regulations. Time spent at County approved continued Legal Education courses shall be paid by the EMPLOYER.
- 10.14 Extended Medical Leave: An employee unable to work because of illness or accident who has exhausted PTO and Family Medical Leave, may apply for a personal medical leave of absence. Application for such leave shall be made in accordance with County policies. Employees will return at the same salary (which includes any General Adjustment made during the absence) will retain promotion rights and will earn vacation schedule seniority under this paragraph. Existence and extent of illness or disability must be verified by a written statement from a medical doctor when requested by the EMPLOYER.
- 10.15 All paid and unpaid leave time associated with documented illness (excluding workers' compensation and ADA) shall not exceed eighteen (18) months in duration.
- 10.16 Paid Parental Leave: Effective January 1, 2024, the county will provide up to six (6) weeks (up to 240 hours) of Paid Parental Leave (pro-rated for part-time employees) for the birth or adoption of a child, in accordance with County Policy. This leave accrual shall sunset on 12/31/25.

ARTICLE 11. COMPENSATION

- 11.1 Effective January 1, 2024, a 3.75% general adjustment will be applied. On January 1, 2025 a 3.75% general adjustment will be applied.
- 11.2 Effective January 1, 2024, the salary range minimum and maximum for Attorney I and

Attorney II will increase by 7.25%. Effective January 1, 2024, the salary range minimum and maximum for Attorney III shall increase by 7.25% + \$1.31 per hour. Effective January 1, 2025, the salary range minimum and maximum will increase by 3.75%.

- 11.3 The EMPLOYER shall annually, on or near the anniversary date of the employee's employment in the employee's present classification, review the performance of each employee. If an employee is not at the maximum of the salary range, an increase may be granted. Such increase shall be granted if the employee's performance is on average at least benchmark performance or better on a majority of the performance evaluation rankings for the annual review periods. All review and increases in salaries are subject to review by the employee's supervisor and department head. If a salary increase is not granted, the EMPLOYER shall notify the employee, in writing, of the reason.

For 2024 only, employees below the maximum of the salary range shall be eligible for a range movement increase of four and a half percent (4.5%) not to exceed the salary range maximum. For 2025, employees below the maximum of the salary range shall be eligible for an increase of three and a half percent (3.5%) not to exceed the salary range maximum. Such payment shall be on the employee's classification anniversary date.

- 11.4 An employee who is promoted to a higher class or who holds a position that is reclassified shall receive a salary adjustment to the minimum pay rate of the salary range. Such adjustment will result in an increase of at least 4.0% prior to placement in the new pay range but may not exceed the maximum of the new range. The employee's classification anniversary date for further salary increases will be the date of promotion or reclassification.
- 11.5 An employee who is transferred may be paid the same salary as before the transfer. A transferred employee shall not be subject to a probationary period or alteration in the classification anniversary date for salary increase purposes.
- 11.6 When any classification not listed on the Master Compensation Plan is established, which involves functions substantially similar in nature, character and scope to those performed in whole or in part by an existing classification which is part of the bargaining unit as listed in Section 2.1, the EMPLOYER shall designate the rate structure for the position. In the event the ASSOCIATION does not agree that the rate is proper, it shall have the right to submit this issue to the Board of Commissioners.
- 11.7 Except as otherwise stated, disputes involving this Article shall be processed exclusively through the Grievance Procedure.
- 11.8 Any wage adjustments provided for in this AGREEMENT shall commence on the date the employee becomes qualified and authorized to receive the adjustment.
- 11.9 Employees who terminate employment prior to the date of County Board approval of this Agreement shall not be eligible for retroactive general adjustments.

When it is determined that an employee's base salary is above the scheduled salary range, that employee will receive the above-noted general increases as a non-base increase.

When necessary, and with notification to the Association, the EMPLOYER may increase salaries of current employees within the salary range for retention due to market conditions.

11.10 Employees designated by the EMPLOYER and assigned to carry the County Attorneys' Office phone shall be compensated at the rate of \$625 for a two-week long assignment. If the assignment is for less than two weeks, the amount will be pro-rated accordingly. Phone assignment pay shall not be considered in the calculation of compensatory time.

ARTICLE 12. MOVEMENT IN CLASSES

12.1 Movement from Assistant County Attorney I to Assistant County Attorney II and Assistant County Attorney II to Assistant County Attorney III shall be available at any time the County Attorney believes it appropriate.

12.2 The Employer will assure that an employee is reviewed for such movement at the following

times: 2 1/2 years - non-grievable

3 years - grievable to the County Administrator.

3 1/2 years - grievable to the County Administrator.

12.3 The Criteria for movement are:

- a) Input from Division Chief
- b) Performance appraisals
- c) County experience and training
- d) Achievement and discipline record

12.4 By this section, the Employer guarantees no presumption for movement. Denial of movement in the timeframes as outlined in 12.2 shall be in writing to the employee.

ARTICLE 13. DISCHARGE AND DISCIPLINE

13.1 The EMPLOYER shall discipline an employee only for just cause.

13.2 This article does not apply to temporary employees.

ARTICLE 14. GRIEVANCE PROCEDURE

14.1 Definition of a Grievance: a grievance is defined as a dispute or disagreement raised by an employee and the ASSOCIATION against the EMPLOYER involving the violation or application of the specific terms and conditions of this AGREEMENT.

14.2 Association Representatives: The EMPLOYER will recognize representatives designated by the ASSOCIATION and the grievance representatives of the unit having the duties and responsibilities established by this Article. The ASSOCIATION shall notify the EMPLOYER in writing of the names of the Association representatives and of their successors.

14.3 Processing a Grievance: It is recognized and accepted by the ASSOCIATION and the EMPLOYER that the processing of a grievance hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours, only when consistent with such employee duties and responsibilities. The aggrieved employee and the ASSOCIATION representative(s) 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

ASSOCIATION representatives 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 of the EMPLOYER. All grievances must follow the steps designated herein.

- 14.4 An employee, other than a probationary employee, may appeal a disciplinary matter through the contractual grievance procedure or other procedure. The selection of the grievance procedure shall preclude the use of another procedure. The selection of another procedure shall preclude the use of the grievance procedure.
- 14.5 Procedure: Grievance, as defined by Article 14.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the violation or application of this AGREEMENT, shall within fourteen (14) calendar days after such alleged violation has occurred (or actual knowledge of the alleged violation or the time when the occurrence of the alleged violation should reasonably have been known, present such grievance, in writing, to the employee's immediate supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will meet with the employee and discuss and give, in writing, an answer to such Step 1 grievance within fourteen (14) calendar days after receipt.

A grievance not resolved in Step 1 and the employee wishes to appeal to Step 2 shall be placed in writing to be signed by the employee and the ASSOCIATION, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of this AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within fourteen (14) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the ASSOCIATION within fourteen (14) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the ASSOCIATION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER designated representative shall give the ASSOCIATION the EMPLOYER's Step 2 answer in writing within fourteen (14) calendar days after receipt of such Step 2 grievance. Such meeting shall be held within ten (10) working days. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the ASSOCIATION within fourteen (14) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the ASSOCIATION and discussed with the EMPLOYER-designated Step 3 representative. Such meeting may be waived by agreement of the parties. The EMPLOYER-designated representative shall give the ASSOCIATION the EMPLOYER's answer in writing within fourteen (14) 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) working days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the ASSOCIATION, within fourteen (14) calendar days shall be considered waived.

By mutual agreement of the EMPLOYER and the Association, the parties may waive Steps 1, 2 and/or 3.

The parties by mutual agreement may agree to petition the Bureau of Mediation Services for the utilization of mediation for suspensions, demotions and terminations.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the ASSOCIATION shall be submitted to arbitration and a request shall be made to the Bureau of Mediation Services for a panel of arbitrators (unless the ASSOCIATION and the EMPLOYER agree on an arbitrator) within fourteen (14) calendar days following the EMPLOYER-designated representative's final answer in Step 3, 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 (BMS).

- 14.6 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 Association and shall have not 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 Association and shall be based solely on the Employer and the Association 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 parties. 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 borne equally.
- 14.7 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, it shall be considered denied and the ASSOCIATION may elect to appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the ASSOCIATION in each step.
- 14.8 This article does not apply to temporary employees.

ARTICLE 15. SENIORITY/LAYOFF

- 15.1 County seniority shall be the length of continuous full-time employment with the EMPLOYER.
- 15.2 Classification seniority shall be the length of continuous service in a particular classification.
- 15.3 Departmental seniority shall be the length of continuous service in a particular department of the EMPLOYER.
- 15.4 In the event that it becomes necessary to lay off employees for any reason, employees shall be laid off in reverse order of their seniority, provided that the employees who remain are qualified to perform all of the work that remains.
- 15.5 In the event of layoff, an employee with less classification seniority in any classification previously held by the senior employee may be bumped by the senior employee. When

seniority for layoff is equal, order of layoff shall be determined by lot. When an employee bumps into a lower classification to avoid a layoff, that employee's new salary shall be the lesser of the employee's present salary or the maximum of the new classification.

- 15.6 A laid off employee retains seniority in the bargaining unit for a period of two (2) years. Employees shall be recalled from layoff according to their seniority. Notice of recall shall be sent to employees at their last known address by registered or certified mail. If the employee fails to report to work within ten (10) calendar days from the date of mailing of the notice of recall, the employee shall be considered as having resigned. No new employee shall be hired in a classification where employees are on layoff status until all employees on layoff status in the classification desiring to return to work have been recalled.
- 15.7 Employees promoted outside the bargaining unit shall maintain their seniority rights in the unit for six (6) months.
- 15.8 Seniority Lists: Effective January 1 and July 1 the Employer shall post a Classification, Department, Seniority List showing the County, Classification, and Departmental seniority of each employee in the bargaining unit. Employees shall have thirty (30) days after the posting of the seniority lists to request corrections in the lists. If a change is not requested, the list shall remain as published for the next six (6) month period.
- 15.9 Interruption in continuous service: an interruption in continuous service by unpaid leaves of absence shall freeze the employee's seniority status from the time of the leave until service is resumed.
- 15.10 Breaks in Continuous Service: an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. If the employee is rehired at a later date previous seniority status shall not apply.

ARTICLE 16. JOB VACANCIES/PROMOTIONS

- 16.1 The EMPLOYER is committed to hiring the most qualified candidate for county service. If all other job relevant qualifications, as determined by the EMPLOYER, are equal, the applicant with the greatest county service seniority shall receive the promotion.
- 16.2 All promotional opportunities shall be posted for at least seven (7) calendar days. The posting shall include job title, classification, salary information, description of duties, minimum qualifications and examinations required.
- 16.3 Transfers within a classification or promotion to a classification need not be posted. Request for transfer to vacant positions shall be considered by the EMPLOYER, but the determination shall be solely at the EMPLOYER'S discretion.

ARTICLE 17. PROBATIONARY PERIODS

- 17.1 Newly hired and rehired employees shall be subject to a one year (12 month) probationary period.
- 17.2 The purpose of the probationary period shall be to provide the employee with training and work experience and to determine an employee's ability to perform the work. Probationary

employees shall accrue paid time off pursuant to Article 7.8.

- 17.3 The EMPLOYER may discharge or discipline a probationary employee. Such action shall not be subject to the grievance procedure.
- 17.4 A promoted employee shall serve a six (6) month probationary period. Such period shall be used to determine the employee's ability and desire to perform the work.
- 17.5 During the probationary period which follows a promotion, the employee may request return to the employee's previous position. Such return shall be made to the same classification and salary as held prior to promotion.
- 17.6 During the probationary period the EMPLOYER may return the employee to the employee's previous position. Such action shall not be subject to the grievance procedure.
- 17.7 Upon mutual agreement between the EMPLOYER and the ASSOCIATION, the probationary period may be extended.

ARTICLE 18. INSURANCE

- 18.1 Effective January 1, 2024 the EMPLOYER agrees to provide health insurance coverage in accordance with the terms of its group policy. The EMPLOYER shall pay the following amounts for single and family coverage under said policies.

2024

<u>Copay Plan</u>	
Employee	\$858.18 per month
Employee + Child(ren)	\$1,132.49 per month
Employee + Spouse	\$1,503.31 per month
Family	\$1,765.18 per month
<u>Open Access \$3,200- 90% HSA</u>	
Employee	\$831.57 per month
Employee + Child(ren)	\$1,198.51 per month
Employee + Spouse	\$1,596.16 per month
Family	\$1,885.96 per month
<u>Open Access \$4,500 – 90% HSA (Perform Network)</u>	
Employee	\$783.55 per month
Employee + Child(ren)	\$1,139.87 per month
Employee + Spouse	\$1,532.76 per month
Family	\$1,810.45 per month
<u>Open Access \$4,500 – 90% HSA Select (Narrow Network)</u>	
Employee	\$679.87 per month
Employee + Child(ren)	\$988.67 per month
Employee + Spouse	\$1,329.43 per month
Family	\$1,570.30 per month

2025

Copay Plan

Employee	86.5% of monthly premium
Employee + Child(ren)	67% of monthly premium
Employee + Spouse	65.75% of monthly premium
Family	65.75% of monthly premium

Open Access \$3,200- 90% HSA

Employee	95.75% of monthly premium
Employee + Child(ren)	81% of monthly premium
Employee + Spouse	79.75% of monthly premium
Family	80.25% of monthly premium

Open Access \$4,500 – 90% HSA (Perform Network)

Employee	99% of monthly premium
Employee + Child(ren)	84.5% of monthly premium
Employee + Spouse	84% of monthly premium
Family	84.5% of monthly premium

Open Access \$4,500 – 90% HSA Select (Narrow Network)

Employee	99% of monthly premium
Employee + Child(ren)	84.5% of monthly premium
Employee + Spouse	84% of monthly premium
Family	84.5% of monthly premium

- 18.2 The EMPLOYER agrees to provide each employee (.5 FTE and greater) with coverage under the Employer's long term disability policy. An employee shall be eligible for coverage the first of the month following date of employment; if date of employment is the first of the month, coverage is available immediately.
- 18.3 The EMPLOYER shall provide malpractice insurance and disciplinary proceeding insurance for all members of the unit if insurance plans and policies are available at reasonable cost. Regardless of this section, the Employer shall indemnify the employees pursuant to Chapter 466 of Minnesota Statutes, as amended.
- 18.4 This article does not apply to temporary employees.

ARTICLE 19. WORK RULES

- 19.1 The EMPLOYER shall have the right to establish reasonable work rules and personnel policies that are not in conflict with the provisions of this AGREEMENT, which shall be equitable and uniformly applied. Prior to the effective date, any work rules or policy shall be communicated for a period of fourteen (14) calendar days. Any complaint as to the reasonableness of any new or existing rule, or any complaint involving the application of such rules, shall be subject, exclusively to the County Personnel Regulations grievance procedure.
- 19.2 All personnel policies unless otherwise superseded by the terms of this contract shall apply to the association members and EMPLOYER.

ARTICLE 20. NO STRIKE

20.1 The ASSOCIATION agrees that during the life of this AGREEMENT neither the ASSOCIATION, its officers or agents, nor any of the employees covered by this AGREEMENT will cause, encourage, participate in, or support any strike, sympathy strike, slowdown, absenteeism, mass resignation, or other interruption of or interference with the operation of the EMPLOYER. In the event that an employee violates this Article, the ASSOCIATION, including officers and stewards, shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 21. EMPLOYER AUTHORITY

21.1 It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain rights and authority necessary to operate and direct the department, including, but not limited to: the provisions of Minnesota Statutes Section 179A.07, Subd.1; directing the work force; controlling operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment or facilities; and taking whatever actions may be necessary to carry out the missions of the EMPLOYER in emergencies.

21.2 The foregoing enumeration of EMPLOYER'S rights and duties shall not be deemed to exclude other inherent managerial rights and management functions not specifically delegated in this AGREEMENT or restricted by state or federal law or regulation and are reserved to the EMPLOYER.

ARTICLE 22. SUBCONTRACTING

22.1 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 ASSOCIATION when such determination is made but in no case less than thirty (30) calendar days in advance of the implementation of such determination. During said period the EMPLOYER shall meet and confer with the ASSOCIATION to discuss possible ways and means to minimize the laying off of unit members.

ARTICLE 23. COMPENSATORY TIME

23.1 Professional employees shall not be eligible for overtime pay unless specifically authorized by the County Board of Commissioners.

23.2 The County Attorney's Office has adopted a compensatory time system for the employees in the ASSOCIATION. The program established operates in accordance with the following:

- (1) All hours earned shall be at straight time rate (i.e., hour for hour).
- (2) No employee may carry over more than sixty (60) hours of compensatory time from one calendar year to another.
- (3) Compensatory time off in amounts of eight (8) hours or more must be approved by the

County Attorney.

- (4) Compensatory time off in amounts of less than eight (8) hours need not be approved by the County Attorney but shall not interfere with providing quality service to the public.
 - (5) There shall be no severance payment for unused compensatory time.
 - (6) Compensatory time may be carried over from year to year.
- 23.3 The County Attorney may revise the program to meet service demands after meeting and conferring with the Association, discussing the proposed changes and receiving input from the Association.
- 23.4 This article does not apply to temporary employees.

ARTICLE 24. SAVINGS CLAUSE

- 24.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the County of Washington. In the event any 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, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.
- 24.2 This AGREEMENT shall represent the complete AGREEMENT between the ASSOCIATION and the EMPLOYER.
- 24.3 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 or 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 ASSOCIATION for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

ARTICLE 25. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 25.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the County of Washington. In the event any 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, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

ARTICLE 26. TERMINATION AND MODIFICATION

26.1 Notwithstanding the dates of the signatures, this AGREEMENT shall be effective as of January 1, 2024 and shall remain in full force and effect through December 31, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing (by at least 60 days prior to the anniversary date set forth above) that it desires to modify this AGREEMENT. This shall remain in full force and be effective during the period of negotiations or until notice of termination of the AGREEMENT is provided to the other party in the manner set forth below. In the event that either party desires to terminate this AGREEMENT, written notice must be given to the other party not less than ten (10) days prior to the desired termination date. The termination date shall not be before the anniversary date set forth above. IN WITNESS WHEREOF, the parties have executed this Agreement.

Assistant Washington County
Attorney's Association

Tricia Locher

Association President

4/3/2024

Date

Washington County

Commissioner Stan Karwoski

Chair, Board of Commissioners

4/9/2024

Date

Kevin Corbid

County Administrator

4/9/2024

Date

Angela S. Nalezny

Human Resources Director

4/3/2024

Date

APPENDIX A: Salary Schedule

Job Titles	2024 Annual Minimum	2024 Annual Maximum
Attorney I	\$ 79,081	\$ 107,972
Attorney II	\$ 95,596	\$ 130,540
Attorney III	\$ 119,246	\$ 162,011
Job Titles	2025 Annual Minimum	2025 Annual Maximum
Attorney I	\$ 82,056	\$ 112,028
Attorney II	\$ 99,174	\$ 135,449
Attorney III	\$ 123,718	\$ 168,084

Note: Calculations are done in HRIS; there may be slight rounding differences due to this.

**THE COUNTY OF WASHINGTON
And
ASSISTANT WASHINGTON COUNTY ATTORNEY’S ASSOCIATION**

MEMORANDUM OF AGREEMENT

Paid Time Off Schedule Accelerated for New Employees with Relevant Prior Work Experience

WHEREAS, the County of Washington (hereinafter “Employer”) and the Assistant Washington County Attorney’s Association (hereinafter “Association”), (the Employer and Association are hereinafter jointly referred to as the “Parties”) have made and entered into a memorandum of agreement by and between the parties, effective January 1, 2019 (hereinafter “Agreement”); and

WHEREAS, the Parties have agreed that applicants for positions represented under the Agreement may be offered, as an incentive to accept employment with the Employer and at the discretion of the Employer, the opportunity to receive prior service credit for the purpose of determining the paid time off (hereinafter “PTO”) accrual rate as provided for in the Agreement; and

WHEREAS, the agreement allows the Employer to grant said applicants up to (11) years of prior service credit for the purpose of determining the PTO accrual rate. Prior service credit must be relevant work experience as a licensed practicing attorney determined by the County Attorney and verified by the Employer’s Human Resources Department; and

NOW, THEREFORE, IT IS HEREBY AGREED, that

At the discretion of the Employer and in the process of negotiating the compensation package for the initial hire of new employees, the Employer shall have the authority to grant up to (11) years of prior service credit for the purpose of determining the PTO accrual rate. The determined length of service credit afforded at the time of hire will be the basis for future PTO accrual determinations. When the employee’s length of service reaches the next higher rate of accrual, accrual at the new rate shall begin in the pay period when the date of eligibility occurs, effective for the full pay period. Prior service credit must be relevant work experience as a licensed practicing attorney documented on the employee’s application materials determined by the County Attorney and verified by the Employer’s Human Resources Department through the application process. All determinations of prior service credit must be determined prior to the start of employment as part of the employment offer.

This Memorandum of Agreement represents the complete and total agreement regarding this matter.

THE PARTIES have caused this Memorandum of Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE EMPLOYER:

Angela S. Nalezny 4/3/2024
Angela Nalezny Date
Director, Human Resources

FOR THE ASSOCIATION:

Tricia Loehr 4/3/2024
Tricia Loehr Date
Association President