



**Washington County and AFSCME Local 517
Exempt and Non-Exempt Units
Tentative Agreement – 1/1/2021-12/31/2021 Collective Bargaining Agreement**

Article 3 Union Security:

Agreement to delete obsolete language pertaining to fair share union members as this changed with June 2018 Janus Supreme Court Decision.

Article 4 Work Schedules Exempt Contract:

Agreement to strike break language in Sheriff's Department.

Article 4.4 Employees shall receive a fifteen (15) minute rest break during each one half shift and one-half (1/2) hour unpaid lunch break near the middle of the work day. Breaks may be taken in conjunction with the lunch break when receiving prior approval from the EMPLOYER. Unless an employee becomes ill during the second half of a shift and is unable to continue work, a whole half-shift must be worked to entitle an employee to a fifteen (15) minute break for that half-shift. Scheduling of such breaks shall be subject to the duty to provide quality service to the public. ~~Provision shall not apply to employees in the Sheriff's Department.~~ Employees working overtime shall be entitled to a fifteen (15) minute break after two hours of overtime and a fifteen (15) minute break for every four hours of work thereafter.

Article 6. Employee Status

Agreement to add the following clarification:

Article 6.2 A regular part-time employee is an employee who is scheduled to regularly work less than forty (40) hours per week ~~(.50 FTE and above).~~

Article 8 Vacation and Sick Leave

Agreement to add the following clarification:

Article 8.15 Upon separation, retirement, death, or resignation, employees shall be eligible for payout of accrued sick leave, in accordance with the following conditions:

- (a) A full-time employee shall have an accumulation of at least sixty (60) days, four hundred eighty (480) hours of unused sick leave ~~in order to be eligible~~. Part-time employees shall have an accumulation of sick leave based on full-time equivalency.

Article 10. Other Leaves of Absence

Agreement to add language and strike language to clarify legal statues/laws:

Article 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).~~

Article 10.6 Extended Medical Leave: An employee unable to work because of illness or accident who has exhausted paid sick leave, vacation, PTO, Family Medical Leave, may apply for **an-unpaid** personal leave of absence for medical purposes. Such leave may not exceed nine (9) months **in-duration**. Applications of such leave shall be made in accordance with County policies. Existence and extent of illness or disability must be verified by a written statement from a health care provider when requested by the EMPLOYER.

Article 10.7 All paid and unpaid leave time associated with documented illness (excluding workers' compensation **and ADA**) shall not exceed eighteen (18) months in duration.

Article 11 Compensation:

- January 8, 2021 – 2% lump sum, prorated on FTE
- July 9, 2021 - \$1,000 lump sum, prorated on FTE (value is approximately 1.77 % for Non-Exempt and 1.3% for Exempt)

No range movement; no general adjustment; no min/max range adjustment for 2021

Article 13. Grievance Procedure

Agreement to add language to waive steps 1 or 2 of a grievance if both parties agree.

By mutual agreement of the EMPLOYER and the Union, the parties may waive Steps 1 and 2 of a grievance.

Article 17 Medical Insurance:

Agreement to strike obsolete ACA language:

~~17.3 Affordable Care Act. In the event the health insurance provisions of this Agreement appear that they will fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the EMPLOYER.~~

Agreement to add clarifying language.

Article 17.4 The EMPLOYER shall provide each employee (**.50 FTE and greater**) with group term life insurance coverage in the amount of one times the employee's annual salary, with a minimum benefit amount of \$35,000.

Article 17.2 See **attached sheet**, these figures were also published with open enrollment figures noting that these amounts are pending ratification from AFSCME members vote on 11/12 & 13.

Article 17.5 Benefits Cafeteria Plan increase from ~~\$70/month~~ to **\$73/month** for .50 to 1.0 Full Time Employee (FTE)

Dental Insurance:

No change to dental insurance for 2021.

ARTICLE 24. EDUCATIONAL LEAVES

Agreement to incorporate this Article into Other Leave of Absence Article 10, and subsequently renumber.

Article 28. Duration of Contract

Agreement to one (1) year duration from 1/1/2021 through 12/31/2021.

Memorandum of Agreements: (Located at the end of the contract)

- 1. Agreement to remove the Pay for Performance MOA from contract.*
- 2. Agreement to move Vacation Cash out MOA into the contract.*
- 3. Agreement to extend Crisis Response Center MOA from 1/2019 for one year, 1/1/2021 through 12/31/2021.*

Union Negotiations Team:

Washington County: Carissta Arndt, Lynne Freezy, Ryan Olson, Angela Plumbo, Adam Snegosky, Mark Riegel

AFSCME Council 5: Suzanne Kocurek, Lynee Tate-Baker

Zoom Ratification Times: Once you register and receive a link you will be able to log in anytime during the 4-hour timeframe. Voting should take place during a break or lunch break.

Exempt unit: between 10am-2pm on Thursday, November 12th

Non-Exempt unit: between 10am-2pm on Friday, November 13th.

Zoom registration link has been emailed and you must register in advance and then membership will be verified and you will receive a login link to the email you registered to join the zoom meeting, hear more about the TA and to vote. If questions, please connect with someone on the negotiations team.