

**Agreement Number: A2111103**

**Agreement Between**

**HENNEPIN COUNTY**

**and the**

**INTERNATIONAL UNION OF OPERATING ENGINEERS**

**Public Works Local #49**

**January 1, 2022 – December 31, 2024**

## Table of Contents

ARTICLE 1 - PREAMBLE AND PURPOSE OF AGREEMENT .....	3
ARTICLE 2 - RECOGNITION.....	3
ARTICLE 3 - DEFINITIONS .....	3
ARTICLE 4 - UNION SECURITY .....	4
ARTICLE 5 - EMPLOYER AUTHORITY.....	5
ARTICLE 6 – SENIORITY/ LAYOFF .....	5
ARTICLE 7 - GRIEVANCE PROCEDURE.....	7
ARTICLE 8 - STRIKE-NO STRIKE .....	9
ARTICLE 9 - WORK SCHEDULES - PREMIUM PAY.....	9
ARTICLE 10 - HOLIDAYS.....	13
ARTICLE 11A - VACATION .....	14
ARTICLE 11B – PAID TIME OFF (PTO).....	15
ARTICLE 12A - SICK LEAVE.....	16
ARTICLE 12B – SICK LEAVE (EMPLOYEES WHO CONVERT TO PTO) .....	17
ARTICLE 13 - GENERAL CONDITIONS OF LEAVES OF ABSENCE.....	17
ARTICLE 14 - ELECTION DAYS .....	18
ARTICLE 15 - SALARY RATES.....	18
ARTICLE 16 - BEREAVEMENT LEAVE.....	22
ARTICLE 17 - INSURANCE.....	22
ARTICLE 18 - RIGHT OF CONTRACTING SERVICES.....	26
ARTICLE 19 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING .....	26
ARTICLE 20 - SAVINGS CLAUSE .....	27
ARTICLE 21 - ABSENCE WITHOUT LEAVE .....	27
ARTICLE 22 - LEAVE BENEFITS AND WORKERS’ COMPENSATION BENEFITS.....	27
ARTICLE 23 - COURT DUTY.....	27
ARTICLE 24 - RETENTION PAY.....	27
ARTICLE 25 - SEVERANCE PAY.....	28
ARTICLE 26 - FITNESS FOR DUTY.....	30
ARTICLE 27 - WORK UNIFORMS .....	30
ARTICLE 28 - LICENSES, REGISTRATION, BONDS .....	30
ARTICLE 29 - CALL-IN PAY .....	30
ARTICLE 30 - LEAVE FOR HAZARDOUS DUTY INJURY .....	30
ARTICLE 31 - TOOL ALLOWANCE.....	30

ARTICLE 32 - DISCIPLINE..... 31

ARTICLE 33 - TERM OF AGREEMENT..... 31

Operator Pay Rates by Equipment / Responsibilities..... 32

Time Off for Taking ASE Test Letter..... 33

Letter of Understanding ..... 34

Time Off Quota Letter ..... 35

Letter – Bad Weather ..... 36

Limited Duration Positions ..... 37

MEET AND CONFER..... 38

Letter of Understanding Re: Flexible Schedules..... 39

Letter of Understanding Re: Limited Duration with Benefits status employees ..... 40

Letter of Understanding Re: HMO Trainees ..... 41

Consensus Model and LMHCC Structure..... 42

Signature Page Contract No. A2111103 ..... 44

## ARTICLE 1 - PREAMBLE AND PURPOSE OF AGREEMENT

**Section 1.** This labor agreement, hereinafter referred to as the AGREEMENT, is entered into between the County of Hennepin, hereinafter called the EMPLOYER, and Local 49, International Union of Operating Engineers, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- A. Express in written form the complete AGREEMENT between the parties on hours, wages and other conditions of employment and to specify the duration of this AGREEMENT;
- B. Establish orderly procedures for the resolution of disputes concerning the interpretation or application of the express provisions set forth in this AGREEMENT so as to ensure against the interruptions of work and interference with the efficient and effective rendering of service to the public;
- C. Specify the full and complete understanding of the parties;
- D. Maintain, promote and improve greater individual productivity and quality of services.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication. The parties recognize this AGREEMENT is not intended to modify any of the authority vested in the County of Hennepin by the statutes or laws of the State of Minnesota.

## ARTICLE 2 - RECOGNITION

**Section 1.** The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes 179A.09, for a unit of FULL-TIME Hennepin County EMPLOYEES in the classifications specified in the Article herein titled "Salary Rates" excluding all confidential and temporary individuals in the employ of the EMPLOYER.

**Section 2.** The UNION recognizes the Labor Relations Representative designated by the County Administrator, as the exclusive representative of the EMPLOYER and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided in this AGREEMENT. No agreement covering terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the signature of the EMPLOYER designated Labor Relations Representative is affixed thereon.

**Section 3.** The EMPLOYER, in accordance with the provisions of Minnesota Statutes 179A.06 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.

## ARTICLE 3 - DEFINITIONS

**Section 1.** The following terms used in this AGREEMENT shall be defined as follows:

- A. **BASE PAY RATE:** The EMPLOYEE's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, stability adjustments, or any other special allowances.
- B. **COMPENSATED PAYROLL STATUS:** Receipt of cash payment for scheduled time worked or for time on approved compensated leave.
- C. **DAYS:** Unless otherwise indicated, means working days. (Monday through Friday exclusive of holidays.)
- D. **DEMOTION:** A change from a position in one work classification to a position in another work classification with less responsible duties and lower compensation.
- E. **DEPARTMENT:** An organizational unit of Hennepin County Government.
- F. **EMERGENCY:** A situation or condition so defined by the EMPLOYER to insure the safety, health or welfare of individuals or the protection of property.
- G. **EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Article herein titled "Recognition," Section I, who has been employed on the basis of regular appointment to a continuing position.
- H. **EMPLOYER:** County of Hennepin or its designated representatives.
- I. **FULL TIME:** A work schedule equivalent to an average of 2,080 regular work hours per year.

- J. **LAYOFF:** Separation from service with the EMPLOYER in excess of fifteen (15) calendar days necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.
- K. **LEAVE OF ABSENCE:** An approved absence from work duty during a scheduled work period with or without compensation.
- L. **PROBATIONARY PERIOD:** The first six (6) calendar months (twelve (12) calendar months for schedule "C" EMPLOYEES) of service of newly employed, reemployed, or REHIRED EMPLOYEES and the first six (6) calendar months (twelve (12) calendar months for schedule "C" EMPLOYEES) compensated REGULAR HOURS of service following a promotional appointment or TRANSFER.
- M. **PROMOTION:** A change of an EMPLOYEE from a position in one work classification to a position in another work classification with more responsible duties and a higher salary maximum.
- N. **PYRAMIDING:** The payment of more than one form of premium compensation for the same hour of work.
- O. **REGULAR EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Article herein titled "Recognition," Section I, who has completed the required PROBATIONARY PERIOD for newly employed, reemployed or REHIRED EMPLOYEES and who has been employed on the basis of regular appointment to a continuing position.
- P. **REGULAR HOURS:** Time on COMPENSATED PAYROLL STATUS exclusive of overtime hours.
- Q. **REHIRE:** Reemployment of a former regular or probationary Hennepin County EMPLOYEE in a WORK CLASSIFICATION to which they were assigned prior to termination.
- R. **STEWARDS:** An EMPLOYEE designated by the UNION for the purposes of communicating with the EMPLOYER on matters of interest to either party.
- S. **TEMPORARY EMPLOYEE:** An individual so designated by the EMPLOYER, who is hired for a noncontinuing position not to exceed eight (8) calendar months.
- T. **TRAINEE:** Individuals in the job classification of HMO TRAINEE who are considered non-permanent and limited duration with benefits.
- U. **TRANSFER:** A change of an EMPLOYEE from one position to another position in the same WORK CLASSIFICATION in another organizational unit, or to another WORK CLASSIFICATION in the same compensation range, usually involving the performance of similar duties and responsibilities.
- V. **UNION:** Local 49 International Union of Operating Engineers.
- W. **UNION MEMBER:** A member of Local 49 International Union of Operating Engineers.
- X. **WORK CLASSIFICATION:** A grouping of positions into the class titles listed in the Article herein titled "Salary Rates."

## ARTICLE 4 - UNION SECURITY

**Section 1.** In recognition of the UNION as the exclusive representative:

- A. The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all eligible EMPLOYEES authorizing, in writing, such deduction on a form designated and furnished for such purpose by the UNION; and
- B. The EMPLOYER shall remit such deductions to the appropriate designated officer of the UNION with a list of the names of the eligible EMPLOYEES from whose wages deductions were made; and
- C. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld; and
- D. Such dues deductions shall be canceled by the EMPLOYER upon written request by the EMPLOYEE.
- E. The UNION shall upon request of the EMPLOYER, give evidence to the EMPLOYER that the membership in the UNION constitutes a majority of EMPLOYEES in the unit as described in the Article herein titled Recognition.
- F. The EMPLOYER will provide to the UNION the add/drop report each pay period and the quarterly report electronically at no charge (monthly data is available on the quarterly reports). The EMPLOYER will charge the UNION \$25.00 for production of a report request that varies from this schedule.
- G. The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under all provisions of this Article.

**Section 2.** The EMPLOYER agrees to recognize STEWARDS certified by the UNION as provided in this section subject to the following stipulations:

- A. There shall be no more than fourteen (14) STEWARDS designated at any one time. The UNION shall provide a written list of STEWARDS to the EMPLOYER whenever there is a change in STEWARDS.
- B. The UNION shall promptly certify to the EMPLOYER, in writing, of such choice and the designation of successors to former STEWARDS. The UNION shall also certify to the EMPLOYER its business representatives.
- C. STEWARDS may, with the approval of their supervisor(s), interrupt their work and leave their work stations for the purpose of UNION business provided they shall notify their designated supervisor(s) upon return to their work station and resumption of their work. Compensated time for UNION business shall be limited to the investigation and presentation of grievances to the EMPLOYER.

**Section 3.** Representatives of the UNION, with prior approval of the EMPLOYER, shall be permitted to come on the premises of the EMPLOYER for UNION business during working hours. The UNION agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on EMPLOYER time. The UNION may use the EMPLOYER premises or facilities for UNION business with prior approval of the EMPLOYER.

**Section 4.** The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office, and UNION recreational or social affairs, and any other items specifically approved by the EMPLOYER. The UNION agrees to limit the posting of such notices to the bulletin board space designated by the EMPLOYER.

**Section 5.** EMPLOYEES have the right to join or to refrain from joining the UNION. Neither the EMPLOYER nor the UNION shall discriminate against or interfere with the rights of EMPLOYEES to become or not to become members of the UNION and further, that there shall be no discrimination or coercion against any EMPLOYEE because of UNION membership or non-membership. The UNION shall, in the responsibility of exclusive representative of EMPLOYEES, represent all EMPLOYEES without discrimination, interference, restraint or coercion.

## **ARTICLE 5 - EMPLOYER AUTHORITY**

**Section 1.** It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary for it to operate and direct the affairs of the County in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the DEPARTMENT; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and TRANSFER EMPLOYEES; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, REHIRE, demote, suspend, discipline, discharge, or relieve EMPLOYEES; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the EMPLOYER shall retain the authority and prerogatives to:

- A. Maintain and improve the efficiency of the governmental operations; and
- B. Take whatever actions may be necessary to carry out the missions of the County in emergencies or to perform those acts required to protect all private or public property within the County and to provide for the safety, health, or welfare of individuals within Hennepin County.

## **ARTICLE 6 – SENIORITY/ LAYOFF**

**Section 1.** The EMPLOYER shall establish “LAYOFF” seniority lists and “other purposes” seniority lists, within one (1) calendar month of the effective date of this AGREEMENT, for each WORK CLASSIFICATION covered by this AGREEMENT to include and rank in order of highest to lowest seniority, all regular EMPLOYEES in the bargaining unit.

**Section 2.** Seniority lists shall be updated annually and posted in the EMPLOYEE work areas by February 1, with a copy furnished to each certified STEWARD and the business representative of the UNION. An EMPLOYEE or the UNION will be obligated to notify the EMPLOYER of any error in this seniority list within sixty (60) calendar days of such posting. If no error is reported within this sixty (60) calendar day period, the list will stand correct as posted.

**Section 3.** In any situation where an EMPLOYEE shares the same date of employment with one or more other EMPLOYEES in their job class, seniority ranking shall be determined by lot. Such ranking shall be established no later than two years from their date of employment. For Other Purposes seniority, if an EMPLOYEE shares the same date of employment with one or more EMPLOYEES in their job class who have not served in any position covered by this AGREEMENT and that EMPLOYEE has

LAYOFF seniority in a prior WORK CLASSIFICATION covered by this AGREEMENT, that EMPLOYEE shall be senior to the other EMPLOYEE(s).

**Section 4.** The UNION will reimburse the EMPLOYER the expense of furnishing seniority lists requested by the UNION in the amount equal to \$25.00 per list or \$.10 per EMPLOYEE name contained on each list, whichever is greater. When more than one copy of the list is requested, the UNION shall reimburse the EMPLOYER for such copies at the rate of \$.20 per page.

**Section 5.** LAYOFF Seniority

- A. LAYOFF seniority shall be used for purposes of LAYOFF and recall from LAYOFF.
- B. LAYOFF seniority shall be based upon the most recent date of employment, reemployment or REHIRE, in any WORK CLASSIFICATION covered by this AGREEMENT except that, for the purposes of LAYOFF and recall from LAYOFF for EMPLOYEES in those classifications listed under Schedule "A" in the Article herein titled "Salary Rates," seniority shall be based upon the total FULL-TIME continuous service for the EMPLOYER from the most recent date of appointment, employment, or REHIRE to the EMPLOYEE's current WORK CLASSIFICATION, provided that the seniority rank of Schedule "B" "C", and "D" EMPLOYEES hired prior to January 1, 1989, shall be as set forth in the seniority list dated May, 1989.
- C. Upon PROMOTION or TRANSFER of EMPLOYEES to any WORK CLASSIFICATION covered by this AGREEMENT, seniority in a prior WORK CLASSIFICATION covered by this AGREEMENT shall be retained and continue to accrue.
- D. Upon PROMOTION, or TRANSFER of EMPLOYEES to any WORK CLASSIFICATION not covered by this AGREEMENT, seniority in a prior WORK CLASSIFICATION covered by this AGREEMENT shall be retained and frozen as of December 31, 1977, for EMPLOYEES whose classifications are listed under Schedule "B" "C", and "D" of the Article herein titled "Salary Rates." This provision shall apply to any such PROMOTION or TRANSFER occurring on or before January 1, 1977.
- E. Upon PROMOTION or TRANSFER of EMPLOYEES to any WORK CLASSIFICATION not covered by this AGREEMENT, seniority in a prior WORK CLASSIFICATION covered by this AGREEMENT shall be retained and continue to accrue for a period of one-year after such PROMOTION or TRANSFER at which time it shall be frozen for EMPLOYEES whose classifications are listed under Schedule "A" of the Article herein titled "Salary Rates." The provisions of this subsection shall also apply to Schedule "B" "C", and "D" EMPLOYEES PROMOTION or TRANSFERRED subsequent to December 31, 1976.
- F. EMPLOYEES newly hired, PROMOTION or TRANSFERRED into any WORK CLASSIFICATION listed in the Article herein titled "Salary Rates" and covered by this Agreement shall accrue seniority concurrently in all lower job classifications within a series of job classifications within their Schedules as listed in the Article herein titled "Salary Rates" as follows:
  - Technician Series: Assistant Engineering Technician, Engineering Technician, Senior Engineering Technician and Principal Engineering Technician.
  - Property Description Series: Property Description Aide, Property Description Technician, Property Description Technician, Senior.
  - Stockworker Series: Mechanical Stockworker , Senior Mechanical Stockworker
  - Equipment Operator/Signworker Series: Highway Maintenance Operator, Heavy Equipment Operator, Operating Technician, Senior Traffic Signworker
  - Mechanic Series: Equipment Service Worker, Jr. Equipment Mechanic, Journeyman Equipment Mechanic
  - Welder Mechanic Series: Equipment Service Worker, Welder MechanicEMPLOYEES hired into any other WORK CLASSIFICATION covered by this Agreement shall not accrue seniority in any other job classification under this Subsection 5F.
- G. Except in those instances when senior EMPLOYEES are not qualified to perform remaining work, seniority shall determine the order of:
  - 1. LAYOFF, which shall be inverse order of seniority within each WORK CLASSIFICATION, provided that any EMPLOYEE who is to be laid off and has previously served in another WORK CLASSIFICATION in the organizational unit covered by this AGREEMENT, may request to exercise seniority rights in such other classification.
  - 2. Recall from LAYOFF which shall be in order of seniority within each WORK CLASSIFICATION provided that if an EMPLOYEE does not return to work upon recall as directed by the EMPLOYER, or on an extended date mutually acceptable to the EMPLOYEE and the-EMPLOYER, they shall automatically have terminated their employment.
- H. The seniority rights of an EMPLOYEE on LAYOFF status shall terminate at the end of twenty-four (24) months, except an EMPLOYEE laid off from a former classification and working in another classification, in which case the EMPLOYEE'S seniority rights in the former classification shall continue for five (5) years.
- I. The EMPLOYER shall issue notice of LAYOFF or recall from LAYOFF to the Union and affected regular EMPLOYEES, in writing, to the last known address of any such EMPLOYEES as shown by the EMPLOYER records, at least five (5) days in advance of the effective date of the LAYOFF or recall from LAYOFF.

**Section 6.** Other Purposes Seniority

- A. There shall be "other purposes" seniority lists for all "schedules" identified in the Article herein entitled "Salary Rates".
- B. "Other purposes" seniority shall be considered as a factor in certain decisions in the workplace other than LAYOFF and recall from LAYOFF.
- C. "Other purposes" seniority for EMPLOYEES in WORK CLASSIFICATIONS listed under Schedule A in the Article herein entitled "Salary Rates" shall be based upon the EMPLOYEE'S most recent date of appointment to their current WORK CLASSIFICATION.
- D. "Other purposes" seniority for EMPLOYEES in WORK CLASSIFICATIONS listed under Schedules B, C or D in the Article herein entitled "Salary Rates" shall be based upon the EMPLOYEE'S original date of appointment to any WORK CLASSIFICATION within a "Schedule" (B, C or D) provided employment is continuous from the date of appointment in any WORK CLASSIFICATION within that certain "Schedule" (B, C or D).
- E. Upon PROMOTION, DEMOTION or TRANSFER of EMPLOYEES from a WORK CLASSIFICATION within a certain "Schedule" (i.e. C) to a WORK CLASSIFICATION within that same "Schedule" (i.e. C), seniority in the prior WORK CLASSIFICATION shall be retained and continue to accrue.
- F. Upon PROMOTION, DEMOTION or TRANSFER of EMPLOYEES from a WORK CLASSIFICATION within a certain "Schedule" (i.e. C) to a WORK CLASSIFICATION within another "Schedule" (i.e. D), seniority in the prior WORK CLASSIFICATION shall be retained and continue to accrue for a period of one year after such PROMOTION, DEMOTION or TRANSFER, at which time it shall be frozen.
- G. Upon PROMOTION, DEMOTION or TRANSFER of EMPLOYEES to any WORK CLASSIFICATION not covered by this AGREEMENT, seniority in a prior WORK CLASSIFICATION covered by this AGREEMENT shall be retained and frozen as of December 31, 1977, for EMPLOYEES whose classifications are listed under Schedule "B", "C" and "D" of the Article herein titled "Salary Rates." This provision shall apply to any such PROMOTION or TRANSFER occurring on or before January 1, 1977.
- H. Upon PROMOTION, DEMOTION or TRANSFER of EMPLOYEES to any WORK CLASSIFICATION not covered by this AGREEMENT, seniority in a prior WORK CLASSIFICATION covered by this AGREEMENT shall be retained and continue to accrue for a period of one year after such PROMOTION, DEMOTION or TRANSFER at which time it shall be frozen for EMPLOYEES whose classifications are listed under Schedule "A" of the Article herein titled "Salary Rates." The provisions of this subsection shall also apply to Schedule "B", "C" and "D" EMPLOYEES PROMOTION or TRANSFERRED subsequent to - January 1, 1977.
- I. "Other purposes" seniority shall be applied prospectively from the date of this contract. An 's EMPLOYEE'S "other purposes" seniority will not be affected as long as they remain in a WORK CLASSIFICATION within one "Schedule". The most recent seniority list published prior to the date of this contract shall apply to "other purpose seniority" until such time an EMPLOYEE PROMOTES, DEMOTES or TRANSFERS to a WORK CLASSIFICATION in another Schedule in which the EMPLOYEE has not served in a WORK CLASSIFICATION.

**Section 7.** "Other purposes" and "LAYOFF" seniority rights for all purposes shall terminate upon termination of employment with the EMPLOYER.

**ARTICLE 7 - GRIEVANCE PROCEDURE**

**Section 1.** A grievance shall be defined as a dispute or disagreement raised by an EMPLOYEE against the EMPLOYER involving the interpretation or application of the specific provisions of this AGREEMENT.

**Section 2.** It is specifically understood that any matters governed by statutory provisions, County Human Resources Rules or Departmental Personnel Rules, except as expressly provided for in this AGREEMENT, shall not be considered grievances under this AGREEMENT and will not be subject to the grievance procedure herein set forth. The filing of a grievance or the seeking of remedy through the provisions of this AGREEMENT shall serve as a bar from seeking resolution or remedy through any other means; the filing of a grievance or the seeking of remedy other than in accordance with the provisions of this AGREEMENT shall serve as a bar from seeking resolution or remedy through this AGREEMENT. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an EMPLOYEE pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

**Section 3.** **GRIEVANCE PROCEDURE:** Grievances, as herein defined, shall be processed in the following manner:



Step 1. **INFORMAL** - An EMPLOYEE claiming a violation concerning the interpretation or application of the express provisions of this AGREEMENT shall:

- A. Within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance, present such grievance to their supervisor;
- B. The supervisor shall give their verbal or written answer within fourteen (14) calendar days after such presentation; and

Step 2. **FORMAL** - If the grievance is not satisfactorily resolved in Step 1 and the EMPLOYEE wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred, in writing, to the DEPARTMENT Head or their designated representative within fourteen (14) calendar days after the supervisor's answer as provided for in Section 3, Step 1-B. The grievance appeal shall be initiated by means of a written grievance to be signed by the EMPLOYEE and the UNION representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The DEPARTMENT Head or their designated representative, shall discuss the grievance within fourteen (14) calendar days after the date presented with the EMPLOYEE at a time mutually agreeable to the parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the DEPARTMENT Head or their designated representative, the EMPLOYEE and the UNION representative. If no settlement is reached, the DEPARTMENT Head or their designated representative shall give written answer to the EMPLOYEE and the UNION representative within fourteen (14) calendar days following their meeting.

Step 3. **MEDIATION**. If the grievance is not settled in accordance with the procedure set forth in Step 1 or Step 2, it may be submitted to mediation provided that the UNION and the Director of Labor Relations or their designee, by mutual agreement, jointly petition the Minnesota Bureau of Mediation Services (hereinafter BMS) for assistance in resolving the grievance within ten (10) working DAYS after the EMPLOYEE and UNION's receipt of the EMPLOYER's written answer in Step 2. The parties shall have thirty (30) calendar days in which to resolve the grievance through mediation.

Step 4. **ARBITRATION** - If the grievance is not settled in accordance with the foregoing procedure, the EMPLOYEE and UNION may refer the grievance to arbitration within fourteen (14) calendar days after the UNION's receipt of the EMPLOYER's written answer in step 2. If referred to arbitration, the UNION and the EMPLOYER shall attempt to select an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, then the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board and administered by the State of Minnesota BMS. If either party petitions for a list of arbitrators, it shall simultaneously provide the other party with a copy of the request. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the UNION representative. The arbitrator shall notify the EMPLOYEE, the UNION representative and the EMPLOYER of their decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. In the event of a split decision, 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. In the event that the arbitrator rules for one party or the other, the fees and expenses for the arbitrator's services and proceedings shall be borne by the losing party, provided that each party still remains 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, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the EMPLOYER and the EMPLOYEE-UNION, and shall have no authority to make a decision on any other issue(s) 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 decision shall be based solely upon the express terms of the AGREEMENT and on the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The parties may, by mutual written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits.

**Section 4.** 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, the EMPLOYEE and the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION representative involved in each step. The term "working days" as used in this Article shall mean the DAYS Monday through Friday inclusive (exclusive of holidays).

**Section 5.** The grievance procedure contained in this AGREEMENT is the sole and exclusive means of resolving all grievances arising under this AGREEMENT.

**Section 6.** An EMPLOYEE presenting a grievance may elect to be represented by the UNION at Steps 2, 3, and 4.

## **ARTICLE 8 - STRIKE-NO STRIKE**

**Section 1.** In accordance with M.S. Section 179A.13, subd. 3 and amendments thereto, neither the UNION, its officers or agents, nor any of the EMPLOYEES covered by this AGREEMENT will engage in, encourage, sanction, support, or suggest any strikes, picketing, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. In the event that any EMPLOYEE violates this Article, the UNION shall immediately notify any such EMPLOYEE, in writing, to cease and desist from such action and shall immediately take all reasonable action necessary to return such EMPLOYEE to their normal duties.

## **ARTICLE 9 - WORK SCHEDULES - PREMIUM PAY**

**Section 1.** This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime premium and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

**Section 2.** A normal workweek shall be forty (40) hours Monday through Friday.

**Section 3.** Work shifts, work breaks, staffing schedules and the assignment of EMPLOYEES thereto shall be established by the EMPLOYER. A normal work shift shall consist of eight (8) work hours if based upon a five (5) DAY workweek schedule, or ten (10) work hours if based upon a four (4) DAY workweek schedule.

**Section 4.** Worked hours in excess of the designated work shift or work week and on Sundays and \*holidays for EMPLOYEES assigned to the normal Monday through Friday workweek schedule, shall be overtime and compensated at one and one-half (1 1/2) times the EMPLOYEE'S BASE PAY RATE in cash or compensatory time off subject to the provision that no EMPLOYEE shall be eligible for overtime premium unless prior approval of the overtime work was granted by the EMPLOYER. Regular shifts which end on a Sunday or holiday morning or begin after 6 p.m. on a Sunday or holiday shall be compensated at the EMPLOYEE'S BASE PAY RATE. Overtime premium shall be provided in the form of cash payment except that EMPLOYEES may elect to receive compensatory time in lieu of cash payment subject to the approval of the EMPLOYER.

\*Subject to conditions set forth in the Article herein titled "HOLIDAYS."

A. Compensated or noncompensated LEAVE OF ABSENCE hours shall not be considered worked hours for the purpose of determining eligibility for overtime premium for a work shift.

B. Service to the public and work requirements of the EMPLOYER may require the establishment of regular shifts for some EMPLOYEES on a daily, weekly, seasonal, or annual basis other than the normal workweek and work shift.

C. The EMPLOYER will give seven (7) calendar days advance notice when practicable to the EMPLOYEES affected by the establishment of major, regular or seasonal workweek schedules or work shift schedules different from the normal schedules. In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet or breakdown of County equipment or facilities, no advance notice need be given.

D. The County's work requirements may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

**Section 5.** Whether overtime is to be worked shall be at the discretion of the EMPLOYER. EMPLOYEES shall be required to work overtime, holidays and night shifts when assigned to such unless excused by the EMPLOYER. EMPLOYEES who refuse to work overtime, holidays, or night shifts are subject to disciplinary action.

**Section 6.** The BASE PAY RATE or premium compensation shall not be paid more than once for the same hours worked under any provisions of this AGREEMENT, nor shall there be any PYRAMIDING of premium compensation.

**Section 7.** A shift differential of one dollar \$1.00 per hour shall be paid to any EMPLOYEES assigned to work a second or third shift where at least five (5) hours of the shift are between 6 p.m. and 6 a.m. Such shift differential shall be paid in addition to any other form of premium pay for which the EMPLOYEE qualifies and includes working on weekends and holidays. EMPLOYEES are not eligible for shift differentials when assigned to participate in day shift activities.

NOTE: Second and third shifts are generally identified as having at least five hours of the shift falling between 6 p.m. and 6 a.m. For this differential, the shift start and end times may be adjusted as needed.

**Section 8.** EMPLOYEES who are called to work prior to the starting time of the shift regularly assigned, due to performing snow and ice control operations, or due to a flood, tornado or a cargo spill that creates a hazard shall be compensated at a pre-shift premium of one and one-half (1 1/2) times their BASE PAY RATE for the pre-shift hours worked, provided that when an EMPLOYEE qualifies for both overtime and pre-shift premium on the same shift, the pre-shift premium hours shall be proportionately reduced by the amount of overtime hours worked.

**Section 9.** Staffing schedules and assignment of EMPLOYEES thereto, shall be established by the EMPLOYER. Factors that are used in making such assignments shall be determined by the EMPLOYER. Factors the EMPLOYER may consider include but are not limited to:

- A. Seniority of equally qualified EMPLOYEES
- B. Efficiency of operation
- C. Capabilities of individuals to be assigned
- D. Classification levels needed on project
- E. Length of time needed to complete projects
- F. Staffing requirements of other projects
- G. Geographical work location of project

**Section 10.** When due to EMERGENCY operations an EMPLOYEE is required to remain at or near the worksite overnight at a motel, such EMPLOYEE shall be provided a meal allowance of \$25.00 per night.

**Section 11.** A winging differential of one dollar (\$1.00) per hour shall be paid to any FULL-TIME EMPLOYEE operating a wing equipped single axle truck, double axle truck, blade, or loader when the wing is in use for snow EMERGENCY or clean-up purposes. If the vehicle operator is using the wing for four (4) or more hours during a shift, the differential will be paid for the entire shift.

**Section 12.** The maximum voucher for necessary replacement of footwear authorized under the terms of the "Public Works Protective Footwear Policy" will be two hundred and twenty-five (\$225) dollars.

**Section 13.** A weekend differential of one dollar (\$1.00) per hour shall be paid to all EMPLOYEES required to work on any shift(s) that start on either Saturday or Sunday. Such weekend differential shall be paid in addition to other forms of premium compensation for which the EMPLOYEE qualifies.

**Section 14.** Individuals who are in the classes of Assistant Engineering Technician, Engineering Technician, Operating Technician Senior Engineering Technician, and Principal Engineering Technician, that hold one or more Minnesota Department of Transportation Construction and Inspection Certificates and who have been **regularly** assigned to the Construction Division or bridge inspection, are eligible for the following salary augmentation:

<u>Class</u>	<u>Annual Augmentation</u>
Assistant Engineering Technician	\$140.00/year \$5.38 / per pay period
Operating Technician	\$140.00/year \$5.38 / per pay period
Engineering Technician	\$260.00/year \$10.00 / per pay period
Senior Engineering Technician	\$380.00/year \$14.62 / per pay period
Principal Engineering Technician	\$500.00/year \$19.23 / per pay period

Individuals who are in the classes of Assistant Engineering Technician, Engineering Technician, Senior Engineering Technician, and Principal Engineering Technician, who have been assigned to Gopher State One Call or Permits are eligible for the following salary augmentation.

<u>Class</u>	<u>Annual Augmentation</u>
Assistant Engineering Technician	\$80.00/year \$3.08 / per pay period
Engineering Technician	\$140.00/year \$5.38 / per pay period
Senior Engineering Technician	\$200.00/year \$7.69 / per pay period
Principal Engineering Technician	\$260.00/year \$10.00 / per pay period

Payments shall be effective the first payroll period after an EMPLOYEE presents documentation of eligibility to the EMPLOYER. Such augmentation payment shall be paid over the payroll year at the rate noted above per pay period. Operating Technician's augmentation pay shall be paid while working as an Operating Technician in the Construction Division.

**Section 15.** EMPLOYEES inspecting or performing maintenance work on bridges or working in an aerial truck where safety fall protection is required shall receive a high work incentive of one dollar and twenty-five cents (\$1.25) per hour for each hour worked under this condition. If such high work is performed for four (4) hours or more, the differential shall be paid for the entire work shift.

**Section 16.** The following wage adjustments shall apply to EMPLOYEES in the job class of Equipment Mechanic Jr., Equipment Mechanic Journeyman, Welder Mechanic and Equipment Service Worker. EMPLOYEES shall only be eligible for wage adjustments in either Section A or Section B (not both).

**A. Medium/Heavy Truck Tests**

1. If an EMPLOYEE shows proof of successfully passing any four (4) of the following tests provided and administered by the National Institute for Automotive Service Excellence (ASE), Medium/Heavy Truck Tests, such EMPLOYEE shall be eligible for a wage adjustment of one dollar (\$1.00) per hour:

- T1 Gasoline Engine
- T2 Diesel Engine
- T3 Drive Train
- T4 Brakes
- T5 Suspension and Steering
- T6 Electrical/ Electronic Systems
- T7 Heating and Air Conditioning

2. If an EMPLOYEE shows proof of successfully passing any additional tests listed in Section A.1., that EMPLOYEE shall be eligible for a wage adjustment of twenty-five cents (\$0.25) per hour per test. This wage adjustment shall be in addition to that identified in A.1.
3. If an EMPLOYEE shows proof of successfully passing all of the seven (7) tests listed in Section. A.1., that EMPLOYEE shall be eligible for a wage adjustment of two dollars (\$2.00) per hour. This wage adjustment shall not be in addition to those identified in A. 1 and 2.

**B. Automotive Tests**

1. If an EMPLOYEE shows proof of successfully passing any four (4) of the following tests provided and administered by the National Institute for Automotive Service Excellence (ASE), Automotive Tests, such EMPLOYEE shall be eligible for a wage adjustment of one dollar (\$1.00) per hour:

- A1 Engine Repair
- A2 Automotive Transmission/Transaxle
- A3 Manual Drive Train and Axles
- A4 Suspension and Steering
- A5 Brakes
- A6 Electrical/ Electronic Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance

2. If an EMPLOYEE shows proof of successfully passing any additional tests listed in Section B.1., that EMPLOYEE shall be eligible for a wage adjustment of twenty-five cents (\$.25) per hour per test. This wage adjustment shall be in addition to that identified in B.1.

3. If an EMPLOYEE shows proof of by successfully passing all of the eight (8) tests listed in Section. B.1., that EMPLOYEE shall be eligible for a wage adjustment of two dollars (\$2.00) per hour. This wage adjustment shall not be in addition to those identified in B.1 and 2.
- C. It shall be the sole responsibility of the EMPLOYEE on their own time to prepare for, schedule, take the test(s) and pay any fees related to the obtaining and maintaining of these certifications.
  - D. In the event ASE adds to or in any way changes the requirements for obtaining ASE Certification, it shall be the responsibility of the EMPLOYEE to comply with any and all changes within one (1) year of the date of such ASE change. Failure to do so to the satisfaction of ASE shall result in the loss of the appropriate wage adjustment(s).
  - E. Failure to maintain or renew ASE certification(s) shall immediately result in the loss of the appropriate wage adjustment.
  - F. ASE pay adjustment shall be paid on all hours (i.e. straight time, overtime, vacation, sick leave and holiday)

**Section 17.** A respirator differential of one dollar (\$1.00) per hour shall be paid to all EMPLOYEES required by the EMPLOYER to wear respirators when handling regulated hazardous substances that could result in exposures at or above OSHA's permissible exposure limits or in situations when a Departmental Safety Officer requires their use. Respirators qualifying for such premium pay are: air-purifying respirators, powered air-purifying respirators, supplied-air respirators or self-contained breathing apparatus.

**Section 18.** A confined space differential of (one dollar) \$1.00 per hour shall be paid to all EMPLOYEES required by the EMPLOYER to work is such conditions. The Employer shall determine what conditions are eligible for the differential.

**Section 19.** The following wage adjustments shall apply to EMPLOYEES in the job classes in Schedule "B".

A. Parts Specialist Tests

1. P1 Parts: Med/Hvy Truck Dealership Parts  
P2 Parts: Automotive Parts
2. If an EMPLOYEE shows proof of successfully passing any tests listed in Section A.1., that EMPLOYEE shall be eligible for a wage adjustment of twenty-five cents (\$0.25) per hour per test.
3. If an EMPLOYEE shows proof of successfully passing all of the tests listed in Section. A.1., that EMPLOYEE shall be eligible for a wage adjustment of fifty cents (\$.50) per hour. This wage adjustment shall not be in addition to those identified in A. 2.

**Section 20.** EMPLOYEES assigned on an intermittent basis to higher compensated classes shall be paid the following shift differentials for each (1) hour spent performing duties to higher compensated class. If the EMPLOYEE is assigned on an intermittent basis to a higher compensated job class for four (4) or more hours such differential will be paid for the entire shift.

Regular Job Class:	Working as:	Differential:		
		2022	2023	2024
Equip Mechanic, Journeyman	Welder	.49	.50	.52
Equip Mechanic, Junior	Equip Mechanic, Journeyman	3.56	3.65	3.74
Equip Service Worker	Equip Mechanic, Junior	3.03	3.11	3.19
Recycling Center Operator	Heavy Equipment Operator	10.26	10.52	10.78
Highway Maintenance Operator	Heavy Equipment Operator	2.68	2.74	2.81
Highway Maintenance Operator	Sr. Sign Worker	2.68	2.74	2.81

Differentials in this section will increase by the agreed upon General Salary Adjustment per year during the duration of the contract (2022 – 2024).

**Section 21.** On Call – Off Premise Pay. EMPLOYEES expressly assigned by the EMPLOYER to remain in "On Call – Off Premises" status shall receive \$2.60 for each hour so assigned.

- Section 22.** Leadworker differential. A leadworker differential shall be paid for each one (1) hour spent performing leadworker duties. The differential will not be paid for any hours on a shift for which the leadworker duties are not assigned and performed. The leadworker differential shall be \$3.25/hour for Highway Maintenance Operators when they perform Leadworker duties. The leadworker differential shall be \$2.25/hour for Equipment Mechanic Journeymen when they perform Leadworker duties. If the EMPLOYEE is expressly assigned to leadworker duties for four (4) or more hours during an eight (8) hour shift, the differential will be paid for the entire shift or if the EMPLOYEE is assigned for five (5) or more hours during a ten (10) hour shift, such differential will be paid for the entire shift.
- Section 23.** Snooper Truck Premium Pay. A differential shall be paid for each one (1) hour assigned as either a driver or bucket operator of a snooper truck. The differential will be paid at the Highway Maintenance Operator working as a Heavy Equipment Operator rate. See Section 20 for details of rate.
- Section 24.** Employees on salary schedule D who hold a valid Class "A" Commercial Driver's License will receive a \$.35 differential for each hour assigned.

**ARTICLE 10 - HOLIDAYS**

**Section 1.** EMPLOYEES shall be entitled to compensated time off for designated holidays.

A. Designated holidays shall be eight (8) hours each and shall not exceed ninety-six (96) hours per calendar year and are as follows, which includes the 8 hour Christmas Eve/Holiday Leave Day with Pay referenced in Section 2:

<b>New Years Day</b>	January 1
<b>Martin Luther King Day</b>	Third Monday in January
<b>Presidents Day</b>	Third Monday in February
<b>Memorial Day</b>	Last Monday in May
<b>Juneteenth</b>	June 19
<b>Independence Day</b>	July 4
<b>Labor Day</b>	First Monday in September
<b>Veteran's Day</b>	November 11
<b>Thanksgiving Day</b>	Fourth Thursday in November
<b>Thanksgiving Friday</b>	The day immediately following Thanksgiving Day
<b>*Christmas Eve Day OR Leave Day with Pay</b>	Day preceding Christmas Day or Date of Employee's Choosing
<b>Christmas Day</b>	December 25

\*This Holiday Leave Day with Pay will be awarded at the beginning of the pay period containing Christmas Eve.

\*The provisions of Article 9, Section 4 are applicable when employees are assigned to work on Christmas Eve.

- B. When a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the official holiday for EMPLOYEES, or when such holiday falls on Saturday the preceding day (Friday) shall be considered the official holiday for EMPLOYEES.
- C. Holidays which occur within an EMPLOYEE'S approved and compensated vacation or sick leave period will not be chargeable to the EMPLOYEE'S vacation or sick leave time.

**Section 2.** **Leave Day with Pay.** EMPLOYEES may observe a religious, cultural, or personally meaningful Leave Day With Pay subject to the following conditions. In those offices that must remain open to the public for the performance of public business, the supervisor shall designate a sufficient number of employees to maintain the continuity of County operations on such day. The EMPLOYEE needs the approval of their supervisor and must notify the supervisor at least ten (10) calendar days in advance of their intent to take this Leave Day with Pay. The supervisor may waive the ten-day requirement if they determine that the absence of such EMPLOYEE will not substantially interfere with the DEPARTMENT'S functions.

Employees with insufficient leave time may observe a religious, cultural, or personally meaningful day using leave without pay. As with a leave day with pay, the employee needs the approval of their supervisor and must notify their supervisor at least ten (10) days in advance of their intent to take this leave day without pay. The supervisor may waive this ten (10) day requirement if they determine that absence of such employee will not substantially interfere with the department's function. The supervisor may

arrange to have the employee work an equivalent number of hours to the hours taken for such leave day without pay if arrangements can be made for the employee to work another day.

## ARTICLE 11A - VACATION

**Section 1.** a. All eligible EMPLOYEES hired prior to January 1, 2023 who choose not to participate in paid time off (PTO) shall be eligible for vacation/sick at their current BASE PAY RATE, except as otherwise provided in this AGREEMENT. Eligible part-time employees accrue vacation on a pro-rated basis.

Eligible employees hired/rehired/transferring into this bargaining unit on or after January 1, 2023 are not eligible for vacation/sick and will participate in the Paid Time Off (PTO) Schedule 2. See Article 11B – PTO.

b. Converting to PTO. Those employees who are hired/rehired/transferred into this bargaining unit prior to January 1, 2023 and who elect traditional Vacation/Sick may, at any time choose to move from the Vacation/Sick program to the PTO Schedule that is appropriate for them based on their recent hire date during payroll year 2022 (See Article 11B – PTO). Effective 1/1/2023, all employees in PTO will accrue according to Schedule 2. The opportunity to move to PTO remains an ongoing choice for employees hired prior to January 1, 2023 but – once chosen – is irrevocable.

c. One PTO, Always PTO. In all cases, if an employee joins the bargaining unit having participated in paid time off (PTO), such employee shall retain paid time off (PTO) at their existing PTO schedule 1 or 2 during payroll year 2022 (See Article 11B). Effective 1/1/2023, all employees in PTO will accrue according to Schedule 2.

d. Transfers into the unit on or after January 1, 2023 must also participate in paid time off (PTO), even if they have previously been part of the Vacation/Sick program.

**Section 2.** Eligible EMPLOYEES hired/rehired/transferred into the bargaining unit prior to January 1, 2023 who choose to remain in the vacation sick program shall accrue vacation in accordance with the following schedule:

<b><u>Number of eligible Years Based on Vacation Rate Date</u></b>	<b><u>Annual Vacation Accrual Rate</u></b>
Less than six (6) months	64 hours (8 days)
More than six (6) months but less than five (5) years	96 hours (12 days)
More than five (5) years but less than eight (8) years	120 hours (15 days)
More than eight (8) years but less than twelve (12) years	144 hours (18 days)
More than twelve (12) years but less than eighteen (18) years	160 hours (20 days)
Over eighteen (18) years	184 hours (23 days)

**Section 3.** Vacation leave shall not accumulate in excess of two hundred eighty (280) hours.

**Section 4.** Requests for vacation leave must be submitted to the EMPLOYEE'S designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's approval. The forty-eight (48) hour advanced notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER.

**Section 5.** When it is necessary for the EMPLOYER to disapprove vacation leave requests because the number of EMPLOYEE requesting leave exceeds the number of EMPLOYEES the EMPLOYER determines it possible to grant such vacation leave, the EMPLOYER shall consider job assignment, seniority and order of submittal in granting such requests.

**Section 6.** Upon the complete separation of employment, EMPLOYEES shall be eligible to receive their unused accumulated vacation as a severance payment. Any vacation severance shall be paid at the EMPLOYEE's base rate at the time of separation and shall be subject to the limitations on severance payment stated in the Article herein titled "Severance Payment."

**Section 7.** EMPLOYEES shall use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. However, if an EMPLOYEE on sick leave requests to utilize vacation leave instead of sick leave, the EMPLOYER may grant such a leave request if the EMPLOYEE would otherwise lose vacation time. Vacation leave utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

**Section 8.** At the discretion of the DEPARTMENT Director, EMPLOYEES hired after the execution date of this AGREEMENT, may receive vacation accrual rate credit for previous relevant experience with another employer. Further, at the discretion of the DEPARTMENT Director, additional vacation accrual may be granted for purposes of retaining a valuable EMPLOYEE.

## **ARTICLE 11B – PAID TIME OFF (PTO)**

**Section 1.** EMPLOYEES Hired On or After January 1, 2012.

Eligible EMPLOYEES hired/rehired/transferred into this bargaining unit on or after January 1, 2012 but prior to January 1, 2023 may choose either paid time off (PTO) or the traditional Vacation/Sick Leave as described in Articles 11A and 12A of this AGREEMENT. This choice must be made during the first two payroll periods of employment. Failure to make a definitive choice between paid time off (PTO) and Vacation/Sick Leave will result in the new EMPLOYEE receiving Paid Time Off (PTO). For payroll year 2022, the paid time off (PTO) program available to such EMPLOYEES shall be that described in Schedule 1, below:

EMPLOYEES hired on or after January 1, 2012 who initially elect Vacation/Sick may, at any time choose to move from the traditional Vacation/Sick to paid time off (PTO) as described in Schedule 1 below for payroll year 2022. This one-time choice to PTO is irrevocable.

Employees hired/rehired/transferred into the bargaining unit on or after January 1, 2023 will automatically be enrolled in the paid time off (PTO) program described in Schedule 2 below and are not eligible for traditional Vacation/Sick Leave. Eligible part-time employees accrue PTO on a pro-rated basis.

Paid Time Off (PTO) Schedule 1 – Hired on or after January 1, 2012 – This schedule becomes obsolete 12/31/22 and all employees will be moved to PTO Schedule 2 effective 1/1/2023.

<u>Based on PTO Rate Date</u>	<u>Annual Paid PTO Accrual Rate</u>
More than zero (0) months but less than five (5) years	20 days
More than five (5) years but less than eight (8) years	23 days
More than eight (8) years but less than twelve (12) years	26 days
More than twelve (12) years but less than eighteen (18) years	28 days
Over eighteen (18) years	31 Days

**Section 2.** EMPLOYEES hired before January 3, 2010:

EMPLOYEES hired before January 3, 2010, may, at any time after January 1, 2012, choose to move from the traditional Vacation/Sick Leave programs as described in Articles 11A and 12A of this AGREEMENT, to paid time off (PTO). This one-time choice shall be irrevocable. The paid time off (PTO) program available to such EMPLOYEES shall be that described in Schedule 2, below:

Paid Time Off (PTO) Schedule 2 – In 2022, this schedule is applicable only to employees hired prior to January 3, 2010. Effective 1/1/2023, this schedule 2 becomes applicable to all eligible employees regardless of hire date and Schedule 1 becomes obsolete.

<u>Based on PTO Rate</u>	<u>Annual PTO Accrual Rate</u>
More than zero (0) months but less than five (5) years	22 days
More than five (5) years but less than eight (8) years	25 days
More than eight (8) years but less than twelve (12) years	28 days
More than twelve (12) years but less than eighteen (18) years	30 days
Over eighteen (18) years	33 days

**Section 3.** Unused paid time off (PTO) hours, which have accrued to the credit of the EMPLOYEE, may be accumulated to a maximum of sixty (60) calendar days (480 hours).

**Section 4.** For eligible EMPLOYEES who chose paid time off (PTO) after having been in the vacation/sick program, paid time off (PTO) and vacation hours shall be combined and referred to as paid time off (PTO). However, no EMPLOYEE may accrue more than four hundred eighty (480) hours of paid time off (PTO). The EMPLOYER shall not be responsible for managing an EMPLOYEE'S paid



time off (PTO) balance so as to ensure no loss of benefit because the balance is at or near the four hundred eighty (480) hour limit. Correspondingly, the EMPLOYER will not force an EMPLOYEE to take paid time off (PTO) for such purpose.

- Section 5.** Requests for paid time off (PTO) must be submitted to the EMPLOYEE'S designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's approval. The forty-eight (48) hour advanced notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER.
- Section 6.** When it is necessary for the EMPLOYER to disapprove paid time off (PTO) requests because the number of EMPLOYEES requesting leave exceeds the number of EMPLOYEES the EMPLOYER determines it possible to grant such paid time off (PTO), the EMPLOYER shall consider job assignment, seniority, and order of submittal in granting such requests.
- Section 7.** Upon the complete separation of employment, EMPLOYEES shall be eligible to receive their unused accumulated paid time off (PTO) as a severance payment. Any paid time off (PTO) severance shall be paid at the EMPLOYEE'S BASE PAY RATE at the time of separation.
- Section 8.** At the discretion of the DEPARTMENT Director, EMPLOYEES hired after January 1, 2012, may receive paid time off (PTO) accrual rate credit for previous relevant experience with another employer. Further, at the discretion of the DEPARTMENT Director, additional paid time off (PTO) accrual may be granted for purposes of retaining a valuable EMPLOYEE.
- Section 9.** **Trade Time for Fitness.** EMPLOYEES may use paid time off (PTO) to pay for approved health and fitness activities to a maximum of \$2,000.00 per year. Where applicable, this language shall be coordinated with Article 12B, Sick Leave, Section 6, to ensure that no EMPLOYEE uses paid time off (PTO) hours and frozen sick leave hours totaling more than \$2,000.00 per year.
- Section 10.** If an EMPLOYEE joins the bargaining unit having participated in the EMPLOYER'S paid time off (PTO) Program, such EMPLOYEE shall retain paid time off (PTO) at their existing PTO schedule 1 or 2.

## **ARTICLE 12A - SICK LEAVE**

- Section 1.** Sick leave shall be earned by EMPLOYEES (who choose not to participate in paid time off (PTO)) at the rate of .046154 hours for each hour of service, except that newly hired, or RE-HIRED EMPLOYEES who have completed less than six (6) months of service, shall earn sick leave benefits at the rate of .030769 hours for each hour of service.
- Section 2.** Sick leave benefits shall only accrue when an EMPLOYEE is on compensated REGULAR HOURS or in accordance with State and Federal laws is on approved military leave.
- Section 3.** An EMPLOYEE may accumulate seven hundred twenty (720) hours of sick leave. For each eight (8) hours of sick leave accumulated in excess of 720 hours the EMPLOYEE will be given credit for four (4) hours of additional vacation and four (4) hours of sick leave. Sick leave shall be charged off only for hours that would normally have been worked.
- Section 4.** Upon the complete separation of employment of any REGULAR EMPLOYEE, such EMPLOYEE shall be paid for their accumulated unused sick leave at the EMPLOYEE'S BASE PAY RATE subject to the limitations on severance payment stated in the Article herein titled "Severance Payment."
- Section 5.** An EMPLOYEE may utilize their allowance of sick leave on the basis of application therefor approved by the EMPLOYER for absences necessitated by inability to perform the duties of their position by reason of illness or injury, mental health, by necessity for acute medical care or dental care, or by exposure to contagious disease under circumstances in which the health of EMPLOYEES with whom they are associated or members of the public with whom they deal would be endangered by their attendance or duty, or by illness in their immediate family for such periods as their absence be necessary subject to certification by medical authority. The term "immediate family" shall be limited to spouse, children, including stepchildren, adopted and foster children, adult children, sibling, grandparent, stepparent, a person regularly residing in the EMPLOYEE'S immediate household, or parent. The amount of sick leave that can be used to care for an EMPLOYEE'S adult children, sibling, grandparent or stepparent may not exceed one hundred sixty (160) hours in the aggregate in any twelve (12)-month period. Sick leave usage shall be subject to approval and verification by the EMPLOYER, who may require the EMPLOYEE to furnish a report from a recognized physical or mental authority selected by the EMPLOYER attesting to the necessity of the leave and other information the EMPLOYER deems necessary as provided in the Article herein titled "Fitness for Employment."
- Section 6.** Sick leave benefits when authorized shall be paid at the EMPLOYEE'S current BASE PAY RATE.

- Section 7.** To be eligible for sick leave payment, an EMPLOYEE shall notify their designated supervisor or their designee as soon as possible but in any event, prior to the starting time of their scheduled shift. This notice may be waived if the EMPLOYER determines that the EMPLOYEE could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the EMPLOYEE.
- Section 8.** Medical LEAVE OF ABSENCE. The EMPLOYER may give further consideration to a disabled EMPLOYEE who, because of illness or injury, has exhausted all compensated leave benefits. At the discretion of the EMPLOYER, such a disabled EMPLOYEE may be granted a medical LEAVE OF ABSENCE without pay. The seniority status of a disabled EMPLOYEE who is granted a medical LEAVE OF ABSENCE shall be determined in accordance with the provisions of the Article herein titled "Seniority," of this AGREEMENT.
- Section 9.** When the EMPLOYER has evidence that an EMPLOYEE'S absence from duty is unnecessary or if the EMPLOYEE fails to undergo a medical evaluation or furnish a report as requested by the EMPLOYER in accordance with the Article herein titled "Fitness for Employment," the EMPLOYER shall have the right to require the EMPLOYEE to return to work on a specified date. Should the EMPLOYEE not return to work on such specified date, it will be considered that the EMPLOYEE has resigned in accordance with the Article herein titled "Absence Without Leave."
- Section 10.** All sick leave that has been accumulated by an EMPLOYEE shall expire upon the date of separation from the County service, except as may be otherwise provided in this AGREEMENT.
- Section 11.** Any sick leave accrued to an EMPLOYEE'S credit in excess of that compensated through severance pay may be restored to his/her credit upon REHIRE when determined appropriate by the EMPLOYER.
- Section 12.** **Trade Time for Fitness.** EMPLOYEES may utilize sick leave to pay for approved health and fitness activities to a maximum of \$2,000.00 per year.
- Section 13.** When an EMPLOYEE leaves employment with the county and later returns to a regular position, sick leave hours will not be restored.

## **ARTICLE 12B – SICK LEAVE (EMPLOYEES WHO CONVERT TO PTO)**

- Section 1.** For EMPLOYEES who choose paid time off (PTO), sick leave balances, if any, will be frozen. No additional sick leave will accrue.
- Section 2.** An EMPLOYEE's frozen sick leave balance, if any, may be accessed for any approved absence from work. Use of frozen sick leave shall be limited to inability to perform the duties of their position by reason of illness or injury, mental health, by necessity for medical care or dental care, or by exposure to contagious disease under which the health of EMPLOYEES with whom they are associated or members of the public with whom they deal would be endangered by their attendance on duty, or by illness in their immediate family for such periods as their absence shall be necessary subject to certification by a medical authority.
- Section 3.** Upon complete termination of employment in good standing of any regular EMPLOYEE, such EMPLOYEE shall be paid for their frozen sick leave balance at the EMPLOYEE's BASE PAY RATE subject to the limitations on severance payment stated in the article herein titled "Severance Pay".
- Section 4.** Frozen sick leave benefits, when authorized, shall be paid at the EMPLOYEE's current BASE PAY RATE.
- Section 5.** EMPLOYEES who elect to participate in the Employer's paid time off (PTO) Program, shall not accrue sick leave, but rather shall accrue paid time off (PTO) consistent with Article 11B, Paid Time Off (PTO).
- Section 6.** **Trade Time for Fitness.** EMPLOYEES may utilize their frozen sick leave to pay for approved health and fitness activities to a maximum of \$2,000.00.

## **ARTICLE 13 - GENERAL CONDITIONS OF LEAVES OF ABSENCE**

- Section 1.** Except as otherwise provided in this AGREEMENT, request for leave shall be made by EMPLOYEES prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be granted at the sole discretion of the EMPLOYER and must be approved by the EMPLOYER in advance.

- Section 2.** Deductions from leave accumulations for an EMPLOYEE on leave with pay shall be made on the basis of REGULAR HOURS in the EMPLOYEE's designated work shift.
- Section 3.** Accrual of vacation leave, sick leave or paid time off (PTO) benefits during the period of LEAVE OF ABSENCE with pay shall continue. If an EMPLOYEE is granted leave without pay, they will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave as provided by State and Federal laws.
- Section 4.** All leaves of absence without pay, except approved military leave, shall be subject to the condition that the EMPLOYER may cancel the leave at any time upon prior notice to the EMPLOYEE specifying a reasonable date of termination of the leave.
- Section 5.** The EMPLOYER, upon prior notice to the EMPLOYEE, may cancel an approved LEAVE OF ABSENCE without pay at any time the EMPLOYER finds that the EMPLOYEE is using the leave for purposes other than those specified at the time of approval.

## ARTICLE 14 - ELECTION DAYS

- Section 1.** An EMPLOYEE who is entitled to vote in any election, as defined in M.S. 204C.04, subd 2, may absent themselves from their work for a period of two (2) hours for the purpose of voting on election day without deduction from salary on account of such absence, provided the EMPLOYEE has made prior arrangements for the absence with the EMPLOYER. EMPLOYEES who are not eligible to vote or have no intention to vote shall not be entitled to benefits under this Article. Any EMPLOYEE making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action.

## ARTICLE 15 - SALARY RATES

- Section 1.** EMPLOYEES covered by this AGREEMENT, as defined in the Article herein titled "Recognition," shall be compensated for each hour of service in accordance with the following schedules and provisions.

Effective **January 2, 2022**, the following rates shall apply:

### Schedule A

JOB CODE DESCRIPTION	GSA EFFECTIVE DATE	2022 Hourly Rate Minimum	2022 Annual Rate Minimum	2022 Hourly Rate Maximum	2022 Annual Rate Maximum
Engineering Technican, Asst	1/2/2022	\$21.200767	\$44,097.60	\$ 27.713349	\$ 57,643.77
Engineering Technican	1/2/2022	\$ 26.777488	\$55,697.18	\$31.925823	\$66,405.71
Engineering Technician, Pr	1/2/2022	\$34.091923	\$70,911.20	\$42.845300	\$89,118.22
Engineering Technician, Senior	1/2/2022	\$30.937237	\$64,349.45	\$36.981889	\$76,922.33
Property Description Tech	1/2/2022	\$24.062173	\$50,049.32	\$32.974822	\$68,587.63
Property Description Tech, Sr	1/2/2022	\$29.682832	\$61,740.29	\$38.709717	\$80,516.21

### Schedule B

JOB CODE DESCRIPTION	GSA EFFECTIVE DATE	2022 Hourly Rate Minimum	2022 Annual Rate Minimum	2022 Hourly Rate Maximum	2022 Annual Rate Maximum
Stockworker, Mechanical	1/2/2022	\$20.199001	\$42,013.92	\$26.088774	\$54,264.65
Stockworker, SeniorMechanical	1/2/2022	\$24.291745	\$50,526.83	\$28.756857	\$59,814.26

**Schedule C**

<b>JOB CODE DESCRIPTION</b>	<b>GSA EFFECTIVE DATE</b>	<b>2022 Hourly Rate Minimum</b>	<b>2022 Annual Rate Minimum</b>	<b>2022 Hourly Rate Maximum</b>	<b>2022 Annual Rate Maximum</b>
Highway Maintenance Operator	1/2/2022	\$26.801654	\$55,747.44	\$29.820135	\$62,025.88
Trainee Highway Maint Operator	1/2/2022	\$21.405075	\$44,522.56	\$26.837902	\$55,822.84
Equip Operator, Heavy	1/2/2022	N/A	N/A	\$32.497006	\$ 67,593.77
Public Works Operating Tech	1/2/2022	\$23.783173	\$49,469.00	\$29.820135	\$62,025.88
Recycling Center Operator	1/2/2022	\$20.026547	\$41,655.22	\$22.236478	\$46,251.87
Traffic Signworker, Senior	1/2/2022	N/A	N/A	\$32.497006	\$67,593.77

**Schedule D**

<b>JOB CODE DESCRIPTION</b>	<b>GSA EFFECTIVE DATE</b>	<b>2022 BASE RATE HOURLY</b>	<b>2022 BASE RATE ANNUAL</b>	<b>2022 CLASS A LICENSE RATE HOURLY **</b>	<b>2022 CLASS A LICENSE RATE ANNUAL**</b>
Equip Mechanic, Junior	1/2/2022	\$28.561336	\$59,407.58	\$28.911336	\$60,135.57888
Equip Mechanic, Journeyman	1/2/2022	\$32.119147	\$66,807.83	\$32.469147	\$67,535.82576
Equipment Service Worker - Minimum	1/2/2022	\$20.647159	\$42,946.09	\$20.997159	\$43,674.09072
Equipment Service Worker - Maximum	1/2/2022	\$25.528576	\$53,099.44	\$25.878576	\$53,827.43808
Welder Mechanic	1/2/2022	\$32.613439	\$67,835.95	\$32.963439	\$68,563.95312

\*\*Rate to be paid employees who hold a valid Class "A" Commercial Driver's License (\$.35 differential).

Effective **January 1, 2023** the following rates shall apply:

**Schedule A**

<b>JOB CODE DESCRIPTION</b>	<b>GSA EFFECTIVE DATE</b>	<b>2023 Hourly Rate Minimum</b>	<b>2023 Annual Rate Minimum</b>	<b>2023 Hourly Rate Maximum</b>	<b>2023 Annual Rate Maximum</b>
Engineering Technican, Asst	1/1/2023	\$21.730786	\$45,200.03	\$28.406183	\$59,084.86
Engineering Technican	1/1/2023	\$27.446925	\$57,089.60	\$32.723969	\$68,065.86
Engineering Technician, Pr	1/1/2023	\$34.944221	\$72,683.98	\$43.916433	\$91,346.18
Engineering Technician, Senior	1/1/2023	\$31.710668	\$65,958.19	\$37.906436	\$78,845.39
Property Description Tech	1/1/2023	\$24.663727	\$51,300.55	\$33.799193	\$70,302.32
Property Description Tech, Sr	1/1/2023	\$30.424903	\$63,283.80	\$39.677460	\$82,529.12

**Schedule B**

JOB CODE DESCRIPTION	GSA EFFECTIVE DATE	2023 Hourly Rate Minimum	2023 Annual Rate Minimum	2023 Hourly Rate Maximum	2023 Annual Rate Maximum
Stockworker, Mechanical	1/1/2023	\$20.703976	\$43,064.27	\$26.740993	\$55,621.27
Stockworker, SeniorMechanical	1/1/2023	\$24.899039	\$51,790.00	\$29.475778	\$61,309.62

**Schedule C**

JOB CODE DESCRIPTION	GSA EFFECTIVE DATE	2023 Hourly Rate Minimum	2023 Annual Rate Minimum	2023 Hourly Rate Maximum	2023 Annual Rate Maximum
Highway Maintenance Operator	1/1/2023	\$27.471695	\$57,141.13	\$30.565638	\$63,576.53
Trainee Highway Maint Operator	1/1/2023	\$21.940202	\$45,635.62	\$27.508850	\$57,218.41
Equip Operator, Heavy	1/1/2023	N/A	N/A	\$33.309431	\$69,283.62
Public Works Operating Tech	1/1/2023	\$24.377752	\$50,705.72	\$30.565638	\$63,576.53
Recycling Center Operator	1/1/2023	\$20.527211	\$ 42,696.60	\$22.792390	\$47,408.17
Traffic Signworker, Senior	1/1/2023	N/A	N/A	\$33.309431	\$69,283.62

**Schedule D**

JOB CODE DESCRIPTION	GSA EFFECTIVE DATE	2023 BASE RATE HOURLY	2023 BASE RATE ANNUAL	2023 CLASS A LICENSE RATE HOURLY **	2023 CLASS A LICENSE RATE ANNUAL **
Equip Mechanic, Junior	1/1/2023	\$29.275369	\$60,892.77	\$29.525369	\$61,412.77
Equip Mechanic, Journeyman	1/1/2023	\$32.922126	\$68,478.02	\$33.272126	\$69,206.02
Equipment Service Worker - Minimum	1/1/2023	\$21.163338	\$44,019.74	\$21.513338	\$44,747.74
Equipment Service Worker - Maximum	1/1/2023	\$26.166790	\$54,426.92	\$26.51679	\$55,154.92
Welder Mechanic	1/1/2023	\$33.428775	\$69,531.85	\$33.778775	\$70,259.85

\*\*Rate to be paid employees who hold a valid Class "A" Commercial Driver's License (\$.35 differential).

Effective **December 31, 2023**, the following rates shall apply:

**Schedule A**

JOB CODE DESCRIPTION	GSA EFFECTIVE DATE	2024 Hourly Rate Minimum	2024 Annual Rate Minimum	2024 Hourly Rate Maximum	2024 Annual Rate Maximum
Engineering Technican, Asst	12/31/2023	\$22.274056	\$46,330.04	\$29.116338	\$60,561.98
Engineering Technican	12/31/2023	\$28.133098	\$58,516.84	\$33.542068	\$69,767.50

Engineering Technician, Pr	12/31/2023	\$35.817827	\$74,501.08	\$45.014344	\$93,629.84
Engineering Technician, Senior	12/31/2023	\$32.503435	\$67,607.14	\$38.854097	\$80,816.52
Property Description Tech	12/31/2023	\$25.280320	\$52,583.07	\$34.644173	\$72,059.88
Property Description Tech, Sr	12/31/2023	\$31.185526	\$64,865.89	\$40.669397	\$84,592.35

**Schedule B**

JOB CODE DESCRIPTION	GSA EFFECTIVE DATE	2024 Hourly Rate Minimum	2024 Annual Rate Minimum	2024 Hourly Rate Maximum	2024 Annual Rate Maximum
Stockworker, Mechanical	12/31/2023	\$21.221575	\$44,140.88	\$27.409518	\$57,011.80
Stockworker, SeniorMechanical	12/31/2023	\$25.521515	\$53,084.75	\$30.212672	\$62,842.36

**Schedule C**

JOB CODE DESCRIPTION	GSA EFFECTIVE DATE	2024 Hourly Rate Minimum	2024 Annual Rate Minimum	2024 Hourly Rate Maximum	2024 Annual Rate Maximum
Highway Maintenance Operator	12/31/2023	\$28.158487	\$58,569.65	\$31.329779	\$65,165.94
Trainee Highway Maint Operator	12/31/2023	\$22.488707	\$46,776.51	\$28.196571	\$58,648.87
Equip Operator, Heavy	12/31/2023	N/A	N/A	\$34.142167	\$71,015.71
Public Works Operating Tech	12/31/2023	\$24.987196	\$51,973.37	\$31.329779	\$65,165.94
Recycling Center Operator	12/31/2023	\$21.040391	\$43,764.01	\$23.362200	\$48,593.38
Traffic Signworker, Senior	12/31/2023	N/A	N/A	\$34.142167	\$71,015.71

**Schedule D**

JOB CODE DESCRIPTION	GSA EFFECTIVE DATE	2024 BASE RATE HOURLY	2024 BASE RATE ANNUAL	2024 CLASS A LICENSE RATE HOURLY **	2024 CLASS A LICENSE RATE ANNUAL **
Equip Mechanic, Junior	12/31/2023	\$30.007253	\$62,415.09	\$30.357253	\$63,143.09
Equip Mechanic, Journeyman	12/31/2023	\$33.745179	\$70,189.97	\$34.095179	\$70,917.97
Equipment Service Worker - Minimum	12/31/2023	\$21.692421	\$45,120.24	\$22.042421	\$45,848.24
Equipment Service Worker - Maximum	12/31/2023	\$26.820960	\$55,787.60	\$27.17096	\$56,515.60
Welder Mechanic	12/31/2023	\$34.264494	\$71,270.15	\$34.614494	\$71,998.15

\*\*Rate to be paid employees who hold a valid Class "A" Commercial Driver's License (\$.35 differential).

**Section 2.** The EMPLOYER shall determine the rate of compensation for each Schedule "A" and "B" EMPLOYEE within the established range based upon tenure and quality of performance. This provision shall also apply to EMPLOYEES on Schedule "C" and "D" where there is a range. The standard in-range salary rate adjustment for each year 2022, 2023, 2024 will be three percent (3%). The EMPLOYER shall not reduce the salary rate of an EMPLOYEE except for just cause. The HMO pay range will transition during payroll 2019 to a two rate range, one for probationary employees and one for regular employees. During the transition year 2019, HMO employees whose salary after the 1/6/19 GSA falls between \$25.01 and \$27.83 will stay at that rate until their annual performance review which will occur during 2019. Assuming satisfactory performance, those employees will move to the

top rate the following pay period. The intent is that all non-probationary employees will be at the top rate (assuming satisfactory performance) for 2019 prior to the implementation of the 1/5/20 GSA.

**Section 3.** Any salary adjustment provided for in this AGREEMENT shall commence on the beginning of the first payroll period after which the EMPLOYEE(s) become qualified and authorized to receive the adjustment.

**Section 4.** Salary payments shall be made on a bi-weekly basis.

## **ARTICLE 16 - BEREAVEMENT LEAVE**

Consistent with the Human Resources Rules, when necessary, leave with pay will be granted in cases of death of the following: spouse, parent, parent-in-law, step-parent, children, step-children, grandchildren, brothers and sisters, son-in-law, daughter-in-law, brother and sister-in-law, aunts, uncles, nieces, nephews, grandparents, grandparents-in-law, or person the EMPLOYEE regards as family, taking cultural circumstances into account. Such leave shall be subject to approval by the EMPLOYER and shall not exceed forty-eight (48) hours in any payroll year.

## **ARTICLE 17 - INSURANCE**

### **Section 1.**

#### **A. Employee Contributions toward Health Premiums**

##### **Standard Plan**

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2022, 2023 and 2024.

Employee only	11%
Employee + spouse	25%
Employee + child/ren	25%
Family	24%

##### **Advantage Plan – Fairview/North Memorial/HealthEast OR HealthPartners/Park Nicollet**

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2022, 2023 and 2024.

Employee only	7%
Employee + spouse	21%
Employee + child/ren	21%
Family	20%

##### **Advantage Plan – Hennepin Healthcare (HCMC)/NorthPoint**

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2022, 2023 and 2024.

Employee only	3%
Employee + spouse	17%

Employee + child/ren	17%
Family	15%

## **B. Health Insurance Premium and Plan Design Changes, 2023, 2024, 2025**

The parties agree to a consensus decision making model within the context of the existing Labor Management Health Care Committee (LMHCC) for the purpose of setting plan design and premium for the years 2023, 2024 and 2025 as described below, and subject to the consensus parameters agreed to by the parties and incorporated by reference as an extension to this AGREEMENT.

The LMHCC's consensus recommendations will be advisory to the EMPLOYER. If a consensus decision is reached by 8/31 of any given year of the contract, both the UNION and the EMPLOYER agree to be bound by the decision, pending County Administration approval. The consensus recommendation will be submitted to County Administration for final approval.

If a consensus decision is not reached by the LMHCC by 8/31 in any given year of the contract, the EMPLOYER will, in its sole discretion, set the health insurance premiums for each plan and implement plan design changes, if any, for that particular year, after consulting with the third party administrator, benefits consultants, and based on the discussions with and input from LMHCC.

During the last year of the contract, if a consensus decision on plan design and premium or continuation of the consensus model is not reached by the LMHCC by 8/31 of that year, the parties shall revert to the negotiation process as it has in the past. The EMPLOYER shall present their proposal for changes to plan design and premium in the traditional contract negotiation format, after consulting with the third party administrator, benefits consultants, and based on discussions with and input from the LMHCC. Employee contributions for the subsequent AGREEMENT will continue to be subject to negotiations between the parties.

The consensus model described herein will expire on 8/31 of the last year of this AGREEMENT, unless the LMHCC provides a consensus recommendation that it should be continued into the subsequent AGREEMENT.

## **C. Health Insurance Provider Tiers for the Standard Plan, 2023, 2024, 2025**

As agreed to in prior contracts, the EMPLOYER will, in its sole authority, determine how many tiers and which providers are included in which tier for the Standard Plan. Any such changes will be shared with the LMHCC group with the driving reason for such change and the financial impact initiating the change.

NOTE: Consistent with previous rounds of bargaining, the health insurance plan design and the provider networks / tiers shall not appear in the labor agreement(s), but rather shall reside on the PreferredOne website ([www.preferredone.com/hc](http://www.preferredone.com/hc)).

## **D. Health Care Plan Reserves Fund**

The EMPLOYER, in its sole discretion, will determine if and how many dollars from the Reserves Fund will be utilized.

## **E. Dependent Eligibility Verification Audit**

The parties understand that new employees and those adding dependents not previously audited will continue to be required to provide evidence to establish dependent status.

## **Section 2.**

For the duration of the AGREEMENT, benefit-earning EMPLOYEES shall be entitled to participate in the benefits programs listed in this section 2, to the same extent and upon the same terms and conditions as are applicable to all



similarly-situated Hennepin County benefit-earning EMPLOYEES. The EMPLOYER may at any time during the term of this Agreement unilaterally amend, modify, improve, discontinue or terminate any of these benefit plans or implement new plans or provisions provided those same changes are made for other similarly-situated benefit-earning EMPLOYEES throughout Hennepin County. The EMPLOYER shall have sole discretion and authority to exercise these rights without any obligation to bargain with the UNION regarding the impact upon EMPLOYEES covered by this AGREEMENT.

Flexible Spending Account - Health Care (optional)

Flexible Spending Account - Dependent Care (optional)

Flexible Spending Account - Adoption Assistance (optional)

Flexible Spending Account – Parking (optional)

Dental Insurance and 40% Subsidy

Vision Insurance (optional)

Basic Life Insurance of \$50,000 (EMPLOYER paid)

Additional Life Insurance (optional)

Spouse/Domestic Partner Life Insurance (optional)

Dependent Life Insurance (optional)

Short Term Disability Plan (optional) – requires standard hours of 30 or more/week

Long Term Disability Plan (auto enrolled, Employer -paid) - requires standard hours of 30 or more/week

Deferred Compensation (optional – does not require employee to be benefit earning)

529 MN College Savings Plan (optional – does not require employee to be benefit earning)

Bus cards with 70% subsidy – (optional does not require employee to be benefit earning)

Paid Parental Leave – 6 weeks

Indemnification

Vacation donation program

100% mental health coverage

Vacation/PTO cash out program, as authorized by County Administrator – up to 50 hours

\$500 one-time payment for new hires into remote/hybrid jobs for the first time 1/2/22-12/31/24 for the purpose of securing adequate internet connectivity. New hire receives the payment after the first six months of employment have been completed

**Section 3.** It is expressly understood that the EMPLOYER's obligation in this Article is limited to payment of the specified premium charges for the group insurance coverage as specified herein.

**Section 4.** The EMPLOYER reserves the right to change insurance carriers or self-insure. If such change of carriers or self-insurance is to result in a change in the level of employee benefits, the EMPLOYER agrees to meet and confer with the UNION on the change.

**Section 5.** Early Retiree Health Insurance Program (ERHIP) for employees hired before 1/1/08 (see eligibility below).

Subd. 1 Benefit. The EMPLOYER shall provide access to the County's group health insurance program for eligible employees until the end of the month in which the employee turns age 65. An eligible employee shall receive the same County contribution towards the health insurance continuation benefit provided for in the ERHIP as

though the employee is actively working and has elected single coverage in the County's group health insurance program. An eligible employee may elect to continue coverage under the County's group health insurance program for dependents provided the employee pays 100% of the cost of dependent coverage in addition to any required share of the single premium. The EMPLOYER may establish appropriate policies and procedures to implement and administer the ERHIP that are not inconsistent with the requirements of this section. These include, but are not limited to, the application process and the time period required to apply for EHRIP benefits, the process for remitting premium payments, adding or deleting dependents from coverage or the termination of coverage for the non-payment of premiums.

Subd. 2 Eligibility. Only employees that have County group health insurance coverage in force on the date of employment termination and who were hired by the EMPLOYER before January 1, 2008, are eligible to participate in the ERHIP. Employees newly hired, re-hired on or after January 1, 2008, are ineligible to participate in the ERHIP. To receive the health insurance continuation benefit provided for in the ERHIP, the employee must meet at least one of the following three eligibility requirements:

A. The eligible employee meets one of the following age and years of service requirements:

<u>Age</u>	<u>Non-Continuous Years of Service</u>
55 but less than 62	20
62 but less than 63	15
63 but less than 64	14
64 but less than 65	13

B. The eligible employee at the time of retirement qualifies for and applies for a full, unreduced retirement annuity (other than a deferred annuity), based on a minimum of ten (10) years of Hennepin County service, from an approved Minnesota public service retirement program.

C. The eligible employee at the time of retirement qualifies for and applies for a retirement annuity (other than a deferred annuity), from an approved Minnesota public service retirement program with at least twenty-five (25) years of covered service, at least ten (10) of which must have been with Hennepin County.

Subd. 3 Opt-out. Employees eligible to participate in the ERHIP may opt out of the program. Employees desiring to opt-out elected in writing prior to July 1, 2008, whether they would maintain their current retiree insurance benefit, or opt out of the ERHIP and participate in the Health Care Savings Plan (HCSP) option. This was a one-time, irrevocable election. Employees who did not make an election in writing prior to July 1, 2008, are deemed to have elected to retain their current retiree insurance benefit under the ERHIP. If an employee who is eligible for ERHIP based on hire date becomes part of the bargaining unit and has not previously had the opportunity to opt-out, such employee shall be given the opportunity at a time which is mutually agreed upon by the EMPLOYER and the UNION.

Subd. 4. No Guarantee of Future Benefit. Nothing in this section shall be construed to be a guarantee of future retiree health insurance benefits beyond the expiration date of this AGREEMENT. The EMPLOYER and the Union (or in the case of an unit of essential employees, an interest arbitrator) reserve the right during subsequent negotiations to modify, amend, or terminate, in whole or in part, this ERHIP. In the event the union is decertified as the exclusive representative, the EMPLOYER may, at any time after the expiration of this AGREEMENT, modify, amend, or terminate, in whole or in part, this ERHIP.

## **Section 6.** Health Care Savings Plan (HCSP)

Subd. 1. Establishment of HCSP. A Health Care Savings Plan (HCSP) is established to enable Hennepin County employees to save money on a pre-tax basis to pay post-County employment medical, dental and vision

expenses and/or insurance premiums. EMPLOYER and employee contributions designated below shall be deposited with a HCSP provider selected by the EMPLOYER. The EMPLOYER and the HCSP provider may establish appropriate policies and procedures to implement and administer the HCSP that are not inconsistent with the requirements of this section.

- Subd. 2. Eligibility. Only regular and temporary Unclassified benefit-eligible employees are eligible to participate in the HCSP. Employees hired, re-hired on or after January 1, 2008, unrepresented employee newly hired, REHIRED between January 1, 2007, and December 31, 2007, who become part of the bargaining unit after December 31, 2007, and employees that exercised their right to opt-out of the ERHIP, are required to participate in the HCSP. Former Minneapolis Public Library (MPL) employees who exercise their right to opt-out of the ERHIP and participate in the Health Care Savings Plan (HCSP) option shall only have their time spent in service while employed by Hennepin County as a REGULAR or temporary Unclassified EMPLOYEE count towards determining eligibility for the County contribution in subdivision 4.
- Subd. 3. Employee Contribution. Eligible employees shall contribute one percent (1%) of their salary on a per pay period basis to the HCSP.
- Subd. 4. County Contribution The EMPLOYER shall make the following annual contributions to an eligible employee's HCSP account beginning in 2009. The EMPLOYER'S annual lump sum contribution shall be made the second paycheck in February of each year in the amount determined by the service threshold as of December 31 of the same calendar year.

<u>Years of Service</u>	<u>County Annual Contribution</u>
More than 5 years and less than 10 years of full-time equivalent service.	\$500.00 per year
More than 10 years and less than 15 years of full-time equivalent service.	\$600.00 per year
More than 15 years of full-time equivalent service.	\$700.00 per year

**Section 7.** Pursuant to Article 17, Section 10, Subd. 1, the EMPLOYER shall apply the terms of Hennepin County Board Resolution 09-0339 to eligible employees covered by this AGREEMENT.

## **ARTICLE 18 - RIGHT OF CONTRACTING SERVICES**

**Section 1.** Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from contracting with vendors or others for work performed by EMPLOYEES covered by this AGREEMENT.

**Section 2.** In the event the EMPLOYER finds it necessary to subcontract out work now being performed by existing EMPLOYEES that will result in the layoff of EMPLOYEES, the UNION will be notified no less than ninety (90) calendar days in advance of the date the EMPLOYEES will be laid off as a result of the decision to subcontract. During the ninety (90) day period, the EMPLOYER will meet with the UNION and discuss ways and means of minimizing any impact subcontracting may have on EMPLOYEES.

In the event that existing EMPLOYEES are laid off as a result of the EMPLOYER engaging in a contract for service, the EMPLOYER agrees to make reasonable effort to relocate such EMPLOYEES in other positions for which they are qualified.

## **ARTICLE 19 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

**Section 1.** This AGREEMENT shall represent the complete AGREEMENT between the UNION and EMPLOYER.

**Section 2.** The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.

**ARTICLE 20 - SAVINGS CLAUSE**

**Section 1.** This AGREEMENT is subject to the laws of the United States, the State of Minnesota and Hennepin County. In the event, any provisions of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

**ARTICLE 21 - ABSENCE WITHOUT LEAVE**

**Section 1.** Any absence of an EMPLOYEE from scheduled duty that is not promptly reported to and authorized by the EMPLOYER shall be deemed an absence without leave. Any EMPLOYEE absent without leave will be subject to disciplinary action and any EMPLOYEE absent without leave for three (3) consecutive days shall be deemed to have resigned their employment, provided that the EMPLOYER may grant approval for leave subsequent to the unauthorized absence if the EMPLOYER determines the circumstances surrounding the absence warrant such action.

**ARTICLE 22 - LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS**

**Section 1.** Any EMPLOYEE who by reason of sickness or injury receives workers' compensation benefits shall do either of the following:

- A. Retain the workers' compensation benefits and request a medical LEAVE OF ABSENCE without pay.
- B. Retain the workers' compensation benefits and receive from the County any earned additional differential benefit available from the accumulated sick leave, vacation leave, paid time off (PTO) or other accumulated leave time. The total weekly compensation including leave and workers' compensation benefits shall not exceed the weekly base PAY RATE of an EMPLOYEE.

**Section 2.** When an EMPLOYEE is unable to work due to a work-related disability and is receiving workers' compensation benefits, lost work time covered by such benefits shall be considered as hours worked for the purpose of vacation and sick leave benefit accrual, provided that in no case shall the total hours upon which vacation and sick leave benefits are based exceed forty (40) per week.

**ARTICLE 23 - COURT DUTY**

**Section 1.** After due notice to the EMPLOYER, EMPLOYEES subpoenaed to serve as a witness in cases arising from the performance of their official duties or called and selected for jury duty, shall be allowed their regular compensation at their current base pay rate for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such EMPLOYEES so compensated shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the EMPLOYER. If an EMPLOYEE is excused from jury duty prior to the end of their work shift, they shall return to work if determined practicable by the EMPLOYER or make arrangements for a LEAVE OF ABSENCE.

**Section 2.** Any absence, whether voluntary or by legal order to appear or testify in private litigation as a plaintiff or defendant, shall not qualify for leave under this Article and shall be charged against accumulated leave or leave without pay.

**ARTICLE 24 - RETENTION PAY**

**Section 1.** Consistent with the HR Rules, regular and unclassified benefit-earning EMPLOYEES with at least five years of continuous employment\* as of December 1 of the current year are eligible to receive retention pay in December.

Years of Employment	Retention Pay
5	\$ 400
6	\$ 480
7	\$ 560
8	\$ 640
9	\$ 720
10	\$ 800

11	\$ 850
12	\$ 900
13	\$ 950
14	\$1000
15	\$1050
16	\$1100
17	\$1150
18 and over	\$1200

\*Based on hire date as a regular or unclassified EMPLOYEE (or on hours of eligible service converted to a date in APEX if hired before October 11, 2009).

Federal and state taxes, FICA, Medicare and PERA are withheld from retention (stability) pay.

At the discretion of the EMPLOYER, time on authorized LEAVE OF ABSENCE for education may be included in computing retention compensation.

Such retention payment shall be paid in a lump sum on a December payroll.

**Section 2.** Any employee who by reason of a work related injury receives worker's compensation benefits, shall receive credit for time spent on such medical leave for purposes of retention pay eligibility.

**Section 3.** Any employee upon retiring from County service shall be paid the retention payment as of the date of his/her retirement. However, such payment shall be prorated on the number of payroll periods worked during the calendar year in which such employee retired.

**Section 4.** Retention pay shall be paid to survivors in the case of death while the individual is an employee of the County. Such payment shall be prorated on the number of payroll periods worked during the calendar year in which death occurred.

## **ARTICLE 25 - SEVERANCE PAY**

**Section 1.** Severance pay refers to the cashing out of a combination of accrued but unused sick leave, vacation and paid time off (PTO) under certain conditions subject to the limitations stated in this article.

For purposes of an employee's contributions to a Health Care Savings Plan (HCSP), "severance" also includes unused sick leave, vacation, and PTO balances subject to the limitations of this article, as well as Articles 11A Vacation and 11B Paid Time Off. See Article 18.

**Eligibility.** For the purposes of this Article 25, severance pay is only paid to EMPLOYEES who have completely severed their employment with the County in good standing and have completed eight (8) years of continuous service with the County. EMPLOYEES shall provide the EMPLOYER with two (2) weeks notice in advance of the date the EMPLOYEE leaves. If the EMPLOYEE fails to provide the required two (2) week notice, the EMPLOYER shall exclude eighty (80) hours of the severance pay to which the EMPLOYEE is otherwise entitled in accordance with the AGREEMENT. An EMPLOYEE shall not receive in excess of eight hundred (800) hours of severance pay during their lifetime. Such severance pay shall be based upon and measured by the unused accumulated sick leave and unused accumulated vacation leave accruing to such EMPLOYEE during Hennepin County employment, to be paid upon complete separation or retirement of the EMPLOYEE from County employment. Such severance pay shall not exceed eight hundred (800) hours of the unused accumulated sick leave and unused vacation leave which has accrued to the credit of the EMPLOYEE at the date of severance of such employment. Severance pay shall be computed on the basis of the EMPLOYEE's BASE PAY RATE in effect on the date of termination. Note that the "good standing" clause in this Article relates to the cash out of sick leave. In all cases, unused vacation/PTO (up to contractual limits) is paid out.

**For employees who terminate employment after eight (8) years of continuous service with the county and who were hired prior to January 1, 2012.**

- Employees described above (hired prior to 1/1/2012 and with 8 years of continuous service) who never convert to PTO will receive severance pay not to exceed eight hundred (800) hours of unused accumulated sick leave and unused vacation leave.
- Employees described above (hired prior to 1/1/2012 and with 8 years of continuous service) who convert to PTO will receive the balance of their PTO hours up to a max of 480 PTO hours and up to a lifetime maximum of 800 hours of frozen sick leave for a maximum total of 1280 hours.
- An employee who has already received the lifetime severance maximum of 800 sick leave hours will receive unused vacation or PTO but is not eligible for additional sick leave hours as severance.

**For employees who terminate employment after eight (8) years of continuous service with the county and who were hired on or after January 1, 2012 but before January 1, 2023.**

- Employees described above (hired on or after 1/1/2012 but before 1/1/2023) with 8 years of continuous service who never convert to PTO will receive severance pay not to exceed eight hundred (800) hours of unused accumulated sick leave and unused vacation leave.
- Employees described above (hired on or after 1/1/2012 but before 1/1/2023) with 8 years of continuous service) who convert to PTO will receive the balance of their PTO hours up to a max of 480 PTO hours and up to a lifetime maximum of 800 hours of frozen sick leave for a maximum total of 1280 hours.
- An employee who has already received the lifetime severance maximum of 800 sick leave hours will receive unused vacation or PTO but is not eligible for additional sick leave hours as severance.

**Employees who do not have sick leave balances and/or who do not meet the requirement of eight (8) years of continuous service consistent with Articles 11A, Section 6, and 11B, Section 7.** This process may be informally referred to as “severance pay” but is really the legally-required liquidation of accrued but unused vacation or PTO up to the contractual 280-hour vacation or 480-hour PTO cap, respectively.

	8 years of continuous service	If employee with 8 years of service comes back after terminating	Less than 8 years of continuous service
Employee with only vacation and sick leave balances	Vacation paid first up to 280 Remainder, up to 800 hour total limit, paid in sick leave	No severance unless employee left some excess sick leave on the books up to a lifetime cap of 800	Vacation paid up to 280 hours. No sick leave paid out.
Employees with both sick leave and PTO balances (employees allowed to convert from vacation to PTO)	PTO paid up to 480 hours. Frozen Sick leave paid up to a lifetime cap of 800 hours	No severance unless employee left some excess sick leave on the books up to a lifetime cap of 800	PTO paid up to 480 hours No sick leave paid out.
Employees with only PTO	PTO paid up to 480 hours	PTO paid up to 480 hours	PTO paid up to 480 hours

Severance pay shall be computed on the basis of the employee's BASE PAY RATE in effect on the date of termination. Severance pay of a deceased employee shall be paid to his/her estate or legal representative.

Employees shall provide the EMPLOYER with two (2) weeks written notice in advance of the date the employee leaves. If an employee fails to provide the required two (2) week notice, the EMPLOYER shall exclude eighty (80) hours of sick leave severance pay to which the employee may be otherwise entitled in accordance with this AGREEMENT.

**Section 2.** The eligibility provisions of this Article regarding years of services, shall not apply to REGULAR EMPLOYEES who die prior to achieving eight (8) years of service with the County.

## **ARTICLE 26 - FITNESS FOR DUTY**

**Section 1.** EMPLOYEES shall be required to undergo physical or mental evaluations and furnish a report from the appropriate physical or mental authority, selected by the EMPLOYER, that will enable the EMPLOYER to determine the EMPLOYEE's fitness for performance of their duties. If the EMPLOYER requires an evaluation or report from a physical or mental authority other than the EMPLOYEE's personal or treating authority, the EMPLOYER shall pay the fee for such evaluation or report.

## **ARTICLE 27 - WORK UNIFORMS**

**Section 1.** EMPLOYEES in the following classifications shall be furnished work uniforms of the type and quantity prescribed by the EMPLOYER.

Equipment Service Worker (00124)

Equipment Mechanic, Journeyman (00122)

Equipment Mechanic, Junior (00168)

Welder Mechanic (00330)

Operations EMPLOYEES – only when working on paint striping operations, message crew operations or bridge crew operations.

## **ARTICLE 28 - LICENSES, REGISTRATION, BONDS**

**Section 1.** Any EMPLOYEE required by law, statute, or other regulation to possess a license, registration, bond or related certification to perform work assigned by the EMPLOYER shall acquire and maintain such license, registration, bond or other certification as a qualification for performing such work.

**Section 2.** EMPLOYEES shall notify the EMPLOYER immediately upon expiration of such license, registration, bond or other certification or failure to possess such qualification upon assignment of work requiring such qualification. EMPLOYEES who do not possess the necessary qualifications to perform work assigned by the EMPLOYER and fail to notify the EMPLOYER of the same will be subject to disciplinary action.

## **ARTICLE 29 - CALL-IN PAY**

**Section 1.** EMPLOYEES called to work by the EMPLOYER shall be compensated for the period worked, but not less than four (4) hours.

## **ARTICLE 30 - LEAVE FOR HAZARDOUS DUTY INJURY**

**Section 1.** At the EMPLOYER'S discretion, an EMPLOYEE (a) acting within the limits of the authority established by the EMPLOYER, (b) who is injured as a result of assault or being struck by a passing motor vehicle while working on highway right of way during the performance of assigned official duties required by law, (c) under extremely hazardous conditions, and (d) wherein the EMPLOYER has determined that the EMPLOYEE has not contributed to the cause of the injury through negligence, judgmental decision, out of wrongful or willful or wanton neglect of duty or other action or inaction may be granted leave with pay for any period of disability, provided that such leave with pay shall not exceed a period of ninety (90) consecutive calendar days. Such disabling injury shall be reported to the appointing authority immediately. Request for such leave shall be presented to the EMPLOYER together with supporting documentation including appropriate physician(s) report. Such leave, if granted, shall not be charged to normal sick leave and shall be subject to the provisions of the Article herein titled "Leave Benefits and Worker's Compensation Benefits."

## **ARTICLE 31 - TOOL ALLOWANCE**

**Section 1.** All EMPLOYEES in the classification of:

- Equipment Mechanic, Journeyman (00122)
- Equipment Mechanic, Junior (00168)
- Welder Mechanic (00330), and
- Equipment Service Worker (00124)

shall be eligible to receive up to seven hundred dollars (\$700.00)/year subject to supervisory approval, for the acquisition of new tools and the replacement of old tools that are necessary and directly applicable to their work.

**Section 2.** EMPLOYEES shall submit a request for tool allowance reimbursement that will include the original receipt. The tool allowance period shall run for the term of the AGREEMENT. Unused tool balances may carry over from year to year for the duration of this contract. Unused tool allowance balances shall not be carried over from term of the AGREEMENT to the next. Employees on probation are not eligible for tool allowance. Employees passing probation shall be eligible for a pro-rated tool allowance measured by the number of whole months remaining in the year after passing probation.

## **ARTICLE 32 - DISCIPLINE**

**Section 1.** The EMPLOYER will discipline EMPLOYEES who have completed the required PROBATIONARY PERIOD only for just cause.

**Section 2.** Upon written request of the EMPLOYEE, a written reprimand shall be removed from the EMPLOYEE's personnel record if no further disciplinary action has been taken against the EMPLOYEE within two (2) years following the date of the reprimand, or if no disciplinary action has been taken against the EMPLOYEE for the same or related offenses within three (3) years following the date of the reprimand. During the initial PROBATIONARY PERIOD, an EMPLOYEE may be disciplined or discharged without the right of grievance or appeal.

**Section 3.** A copy of a written reprimand to any EMPLOYEE covered by this AGREEMENT shall be forwarded to the UNION.

## **ARTICLE 33 - TERM OF AGREEMENT**

This AGREEMENT shall be in full force and effect from January 1, **2022**, to December 31, **2024**, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, prior to the anniversary date that it desires to modify or terminate this AGREEMENT. In witness thereof, the parties have caused this AGREEMENT to be executed this \_\_\_day of **January, 2022**.



## Operator Pay Rates by Equipment / Responsibilities

Highway Maintenance Operator

All equipment not otherwise identified as paid at the Heavy Equipment Operator (HEO)/Senior Traffic Signworker rate.

Heavy Equipment Operator/Senior Traffic Signworker \*

Front end loader > 1 cubic yard capacity

Motor grader

Bulldozer

Backhoe/loaders

Centerline truck

Asphalt paver

Small Milling Machine

Steel Roller 10 Ton or Over

Sign Truck with or without catwalk

Excavator

Premium Pay (harness required)

Bridge snooper

Platform lift

\* Intermittent HEO and intermittent Senior Traffic Signworker work is paid at the minimum HEO rate identified in Article 15.

**Note:** The Employer reserves the right to assign a new or rented piece of equipment into the appropriate category of pay.

Updated September 2018

Updated November 26, 2018 – 8 p.m.

## Time Off for Taking ASE Test Letter

December 18, 2015

To *Ron Boesel*  
I.U.O.E. Local No. 49  
2829 Anthony Lane South  
Minneapolis, MN 55418-3285

Re: Time off for taking ASE tests

Dear Mr. *Boesel*:

This letter states the County's position regarding time off for taking the ASE test. The CMED management will be flexible regarding the use of flex time, vacation, comp time, PTO or leave without pay in order to allow CMED staff to take these tests.

Sincerely,  
*Rita Vorpahl*  
Labor Relations Representative

## Letter of Understanding

The parties agree in principal that EMPLOYEES who hold a regular position in the class of work to be performed shall receive preference over EMPLOYEES on the intermittent appointment list for assignment, and such assignment shall be by seniority within job classification. However, due to the many variables that we must take into consideration when making overtime assignments, there must be some flexibility.

Scheduled overtime assignments for established crews will be made within crew. Failure to accept scheduled overtime assignments within one's established crew precludes an EMPLOYEE's eligibility for overtime for another crew. Failing to obtain the necessary personnel within the crew, the assignments will be offered to all *present and* qualified EMPLOYEES by seniority within job classification. Seasonal EMPLOYEES will be replaced by regular operators for weekend work.

Unscheduled overtime to complete a daily assignment will be offered to qualified EMPLOYEES already assigned to the established crew. When current EMPLOYEES are unable to continue, the assignments will be offered to qualified EMPLOYEES by seniority within job classification by Division (the divisions are subject to change but are currently: Road, Bridge, Traffic, Asset Management, Fleet, Construction, Design). Notwithstanding this language, the Transportation Operations Department Snow and Ice Control Program, Section 1.6 Call-outs, applies.

Unscheduled weekend work shall be offered based on seniority within the job classification needed to complete the work. When Operators are assigned to the truck stations during the winter or summer operations, seniority within truck station shall be used to fill the positions.

It is understood that when management calls to offer overtime, if an EMPLOYEE does not answer, the overtime will be offered to the next person on the seniority list.

Work requests from outside of the two Transportation Departments will be offered to the most senior qualified EMPLOYEES within job classification, who have volunteered prior to the established deadline. Failure to accept scheduled overtime assignments within one's established crew precludes an EMPLOYEE's eligibility for such a work request.

Signed by:

**Chris Sagsveen**  
**Director, Transportation (Roads & Bridges) – Operations**

**Ron Boesel**  
**Business Agent IUOE Local 49**

**Carla Stueve**  
**Director, Transportation Project Delivery**

\* Updated in 2007  
Reviewed in November 2009  
**Reviewed in December 2015**  
**Updated in November 2018**

## Time Off Quota Letter

***December 18, 2015***

Mr. ***Ron Boesel***  
IUOE Local #49  
2829 Anthony Lane South  
Minneapolis, MN 55418

Dear Mr. ***Boesel***:

We agree to lift the time off quota restrictions for ***Transportation*** EMPLOYEES of the IUOE Local 49 Bargaining Unit for the Fridays before Memorial Day and Labor Day holidays.

Sincerely,  
***Chris Sagsveen***  
Director, Transportation (Roads & Bridges) - Operations

## Letter – Bad Weather

*December 18, 2015*

Mr. **Ron Boesel**

I.U.O.E.

2829 Anthony Lane South

Minneapolis, MN 55418

RE: Bad Weather Pay

It has been the Employer's practice that when EMPLOYEES report for their regularly scheduled shift and are sent home due to bad weather the Employer pays EMPLOYEES for two (2) hours for coming to work. The EMPLOYEE then uses comp time, vacation, or PTO time for the rest of their scheduled shift. This practice shall continue but shall not be increased the three (3) hours pursuant to Article 30 of the Labor Agreement. Article 30 of the Labor Agreement is applicable to non-scheduled hours.

Sincerely,

**Rita Vorpahl**

Labor Relations Representative

Hennepin County

## Limited Duration Positions

December **18, 2015**

Mr. **Ron Boesel**  
I.U.O.E. Local 49

Re: Limited Duration Positions

Dear Mr. *Boesel*:

This letter will confirm my willingness and commitment to meet and confer with Local 49 prior to filling a position with a limited duration appointment where the position is covered under the Labor Agreement.

Sincerely,

**Chris Sagsveen**  
**Director, Transportation (Roads & Bridges) - Operations**  
Hennepin County

## **MEET AND CONFER**

***December 3, 2021***

Mr. Ron Boesel  
I.U.O.E. Local 49

Dear Mr. Boesel:

During the course of 2022 – 2024 contract negotiations, the parties agreed to meet and confer before the end of 2022 on the following:

- 1) Clothing allowances
- 2) A meet and confer to discuss elements of a job study for the Recycling Center Operators to include a Brooklyn Park Transfer Center site visit.

Sincerely,

Beth Belle Isle  
Labor Relations Representative

## Letter of Understanding Re: Flexible Schedules

Dear Mr. Boesel:

This letter of Understanding is intended to clarify the inclusion of flexible work schedules in the Public Works line of business and to memorialize the incorporation of flexible work schedules and telecommuting for bargaining unit members.

The parties mutually agree as follows:

- Employees in designated departments or division of the Public Works line of business may have the option to work a flexible work schedule or telecommute.
- The option to work a flexible work schedule and/or telecommute will be subject to approval by the division manager and supervisor and may be terminated at any time at management and/or the employee's discretion.
- The guidelines and requirements for working a flexible work schedule or telecommuting will be defined and determined by each department or division of public works.
- Non-Exempt bargaining unit employees that elect to have a flexible work schedule or shift other than eight (8) or ten (10) hours a day will not be eligible for overtime or premium pay as stipulated in Article 9 of the Agreement.
- Daily hours worked in excess of an employees' newly elected full-time flexible schedule shall be eligible for overtime or premium pay as stipulated in Article 9 of the agreement.
- Non-Exempt bargaining unit employees working forty (40) hours a week will be eligible for overtime or premium pay as stipulated in Article 9 of the Agreement.
- This LOU shall be revisited and reviewed as necessary if/when issues arise.
- This LOU shall not be precedent setting in any way.
- All other terms and conditions of said Agreement between the County and the Union shall remain in full force and effect.

Sincerely,

Beth Belle Isle

Labor Relations Representative

Dated: 03/14/2022



## Letter of Understanding Re: Limited Duration with Benefits status employees

Dear Mr. Boesel:

This Letter of Understanding is intended to address the inclusion of Limited Duration with Benefits status employees in the bargaining unit and the extension of certain contractual rights to these employees.

The parties mutually agree as follows:

1. Employees in a job classification that is represented by Local 49 and have payroll status of Limited Duration with Benefits will be covered by the union contract only as outlined in this letter of understanding.
2. Limited Duration with Benefits employees will receive the same holiday pay benefits as regular employees, and be prorated accordingly.
3. Highway Maintenance Operators (HMO) that have a payroll status of Limited Duration with Benefits will not be eligible to take the "leadworker" test, and as such, will not be eligible for leadworker pay.
4. HMO Limited Duration with Benefits are not eligible for Heavy Equipment Operator pay or eligible for operation of HEO equipment unless necessary for loading salt in snow and ice operations.
5. HMO Limited Duration with Benefits may be eligible for overtime pay in accordance with the Letter of Understanding in effect regarding proposed overtime assignments.
6. HMO Limited Duration with Benefits will not accrue seniority.
7. HMO Limited Duration with Benefits may be discharged without right of grievance or appeal.
8. The County shall have not more than four (4) HMO Limited Duration with Benefits or HMO Trainees at any given time.
9. HMO Limited Duration with Benefits will initially work with a fulltime HMO, HEO, Sr. Sign Worker, Foreman, Supervisor, Manager, or Leadworker to learn skills and gain experience on equipment that is being operated on the job.

Sincerely,

Beth Belle Isle

Labor Relations Representative

Dated: 03/14/202

## Letter of Understanding Re: HMO Trainees

Dear Mr. Boesel:

The parties mutually agree as follows:

1. HMO Trainees will be considered non-permanent and limited duration with benefits.
2. HMO Trainees will earn 90% of the salary for the position for which they are training.
3. HMO Trainees employed in a training program for six (6) months or longer and who work half-time or more will be eligible for Health and Life Insurance benefits.
4. HMO Trainees will receive the same holiday pay benefits as regular employees, to be prorated accordingly.
5. HMO Trainees will not be eligible to take the "leadworker" test, and as such, will not be eligible for leadworker pay.
6. HMO Trainees are not eligible for Heavy Equipment Operator (HEO) pay or eligible for operation of HEO equipment unless necessary for loading salt in snow and ice operations.
7. HMO Trainees may be eligible for overtime pay in accordance with the Letter of Understanding regarding overtime assignments.
8. HMO Trainees may participate in the trainee program for no more than two (2) years.
9. HMO Trainees will not accrue seniority.
10. HMO Trainees may be discharged without right of grievance or appeal while in the training program.
11. The County shall have no more than four (4) HMO Limited Duration with Benefits or HMO Trainees at any given time.
12. HMO Trainees will initially work with a fulltime HMO, HEO, Sr. Sign Worker, Foreman, Supervisor, Manager, or Leadworker to learn skills and gain experience on equipment that is being operated on the job.

Sincerely,

Beth Belle Isle

Labor Relations Representative

Dated: 03/14/2022

## Consensus Model and LMHCC Structure

1. For the term of this contract, the scope of the current LMHCC will expand to include consensus decision-making on the topics of plan design and premium, consistent with the consensus parameters established by the parties below.
2. It is understood that the LMHCC will continue to operate as an educational and conversation vehicle year-round, with the consensus process only utilized for decisions related to plan design and premium. While these decisions may come up at any time during the year, it is expected that most of the decisions requiring a consensus will occur late in the summer each year.
3. The parties will engage in a good faith effort to reach a consensus decision on premiums and plan design and realize that this may take several additional meetings in late summer of each year.
4. Attendance at the LMHCC remains available to all current attendees, but each bargaining unit will identify one "consensus representative" (and an alternate) who will be responsible to speak for their bargaining unit on the two consensus issues of premium and plan design. The consensus representative will be polled and must indicate whether or not his/his bargaining unit can support consensus on a plan design or premium issue (or, in the last year of the contract, the continuation of the consensus model into the future contract). In all cases, if a consensus decision is reached, both the union and the county agree to be bound by the decision, pending County Administration approval.
5. There will be a total of 17 eligible "consensus representatives," one representing each bargaining unit, and 8 management members from County Benefits and Labor Relations staff who will also be considered eligible "consensus representatives".
6. One Business Agent or Field Representative/ attorney representative from each unit, as well as a Council 5 staff member may attend LMHCC meetings and may be the consensus representative/ alternate for a particular local if that is the desire of the particular union/local.
7. Representatives (or alternates) to LMHCC must be present at multiple meetings, particularly during July/August of each year, to provide their bargaining unit's opinion on any consensus decision. If a representative/ alternate is not present, the LMHCC will proceed without their input.
8. Early in each year if determined necessary by the parties, a mediator will be asked to train the LMHCC on the concepts of facilitation and to explain how the consensus process differs from a negotiations or a voting process. The parties may also choose to continue to call upon the mediator as a facilitator if needed.
9. All Union representatives and County representatives must be in consensus to reach a decision. The parties understand that a representative's consent to a decision indicates a willingness to accept the decision, not necessarily full endorsement.
10. A consensus decision must be reached by August 31<sup>st</sup> to allow for appropriate timing of open enrollment.
  - i. If full consensus on premium amount and plan design is reached by August 31<sup>st</sup> of any year 2022, 2023,2024 the consensus plan will be submitted to County Administration for final approval.
  - ii. If full consensus on premium amount and plan design is not reached by 8/31 of any year 2022, 2023,2024, the decision on premium and plan design for that year will revert back exclusively to County Administration. The Labor Relations Director will present to the County any potential items/topics on which consensus was reached as well as the items/topics in dispute.
11. In addition, during the last year of the contract, the LMHCC will attempt to reach a consensus recommendation regarding the premium amount and plan design for the first year of the new contract, as well as a consensus decision regarding whether or not to recommend continuation of the LMHCC consensus model.
  - i. If consensus on plan design and premium amount is not reached by 8/31 of the negotiations year, the parties shall revert to the negotiation process as they have in the past. The employer shall present their proposal for changes to plan design and premium in the traditional contract negotiation format.
  - ii. If a consensus on whether or not to continue the consensus model is not reached by 8/31 of the negotiations year, the parties will revert to the negotiation process as they have in the past.
  - iii. In all cases the amount of employee contribution under the new contract remains subject to negotiations.
12. It is understood that the County's recommended rate need for the health plan, as well as the County's assessment of the plan's status vis-a-vis the Cadillac tax is determined in consultation with actuaries and is not subject to the consensus process outlined below.

13. Use of the County's reserves or other financial assets is not an appropriate topic for the consensus discussions. The LMHCC is charged with finding a consensus recommendation regarding premium and plan design that does not include the use of reserves. The LMHCC may choose to submit a separate recommendation (or not) regarding the reserves, which County Administration may consider with no obligation to agree. In all cases, the County Administration retains sole discretion on any decision regarding the reserves. Any decision by the County to use reserves in the future will be timely shared with the LMHCC in order to incorporate such information into discussions leading to consensus. For plan years 2022 and 2023, the parties have agreed there will be no consideration of a premium holiday.
14. Neither the consensus process nor a negotiations process will be used for changes mandated by law or a vendor. However, the parties will negotiate the effects of any such changes.
15. The county reserves any and all rights with regard to benefit plan administration and policy unless specifically identified in this document or in the collective bargaining agreement. Nothing herein waives, expressly or implied, the Union's right to negotiate any mandatory subject of bargaining.
16. There is no implied commitment by either party to the consensus process beyond the term of this contract. Prior to August 31 of the last year of the contract, the LMHCC will determine any continuation terms as described above.

**Signature Page Contract No. A2111103**

WITNESSES:

HENNEPIN COUNTY

\_\_\_\_\_

By: \_\_\_\_\_  
Chair of its County Board

\_\_\_\_\_

And: \_\_\_\_\_  
County Administrator

DATE:

ATTEST: \_\_\_\_\_  
Deputy/Clerk of the County Board

\_\_\_\_\_

And: \_\_\_\_\_  
Chief Labor Relations Officer

Reviewed by the County  
Attorney's Office

International Union of Operating Engineers (Local 49)

\_\_\_\_\_

By: \_\_\_\_\_  
Local 49 Field Representative

By: \_\_\_\_\_  
Local 49 Business Manager

DATE: \_\_\_\_\_