

LABOR AGREEMENT
BETWEEN
THE COUNTY OF FARIBAULT
and
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL #49

January 1, 2022 through December 31, 2024

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ARTICLE I. PURPOSE OF AGREEMENT

1.1 This Memorandum of Agreement, hereinafter referred to as the Agreement, is entered into between the County of Faribault, hereinafter called the Employer, and Local 49 I.U.O.E., hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.11 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.
- 1.12 Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this Agreement.

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 that this Agreement is not intended to modify any of the authority vested in the County of Faribault by the statutes of the State of Minnesota, except as provided in this Agreement.

ARTICLE II. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative for the Unit of Faribault County employees in the County Highway Department as defined by the Bureau of Mediation Services.

ARTICLE III. DEFINITIONS

3.1 The terms used in this Agreement shall be defined as follows:

3.11 **Base Pay Rate:** The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.

3.12 **Continuous Service:** Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.

3.13 **Days:** Unless otherwise indicated, means working days. (Monday through Friday, exclusive of holidays)

3.14 **Demotion:** A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.

3.15 **Department:** The Faribault County Public Works Department.

3.16 **Emergency:** A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action.

3.17 **Employee:** A member of the exclusive recognized bargaining unit defined in Agreement.

3.18 **Employer:** Faribault County Board of Commissioners and its designated representatives.

3.19 **Full Month of Service:** One (1) calendar month of continuous service.

3.20 **Layoff:** Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral consideration.

3.21 **Leave of Absence:** An approved absence from work duty during a scheduled work period with or without compensation.

3.22 **Permanent Employee:** A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.

3.23 **Probationary Period:** The first six (6) months of service of newly hired employees.

3.24 **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 higher compensation.

3.25 **Pyramiding:** The payment of more than one form of premium compensation for the same hours of work.

3.26 **Seasonal or Temporary Employee:** Employees whose positions are basically temporary or seasonal in character and: 1) are not for more than 67 working days in any calendar year; or 2) are not for more than 100 working days in any calendar year and the employees are under the age of 22, are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the Employer, and have indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment. Such employees shall earn the salary rate set forth in the Wage Schedules for seasonal employees and shall not receive any other benefits; nor do they achieve seniority.

3.27 **Transfer:** A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.

3.28 **Trial Period:** The first thirty (30) days of service in a new position of a promoted or transferred employee.

ARTICLE IV. UNION SECURITY

4.1 In recognition of the Union as the exclusive representative, the Employer shall:

4.11 Deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing which deduction in a form agreed upon by the Employer and the Union; and

4.12 Deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3. The fair share fee shall be equal to the regular membership dues of the Union, less the cost of benefits financed through dues and available only to members. In no event shall the fair share exceed 85 percent of the regular membership dues; and

4.13 Remit monthly such deductions to the appropriate designated officer of the Union with a list of the names of the employees from whose wages deductions were made; and

4.14 The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

4.2 The Union agrees to represent all members of the unit fairly and without discrimination.

4.3 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 under the provisions of this Article.

4.4 The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and designation of successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representative(s).

4.41 The Employer agrees to recognize steward certified by the Union as provided in this Section, subject to the following stipulations: Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation and presentation of grievances to the Employer. No more than one (1) steward shall on paid time investigate or present a grievance.

4.42 Non-employee representatives of the Union, previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify and receive approval from the Employer's Department Head and provided the Union representatives do not interfere with the work of employees. 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 the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without the prior approval of the Employer.

4.43 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. The Union agrees to limit the

posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

ARTICLE V. EMPLOYER AUTHORITY

- 5.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all 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 Employer; 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, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities.

ARTICLE VI. SENIORITY

- 6.1 Seniority Lists: Upon request of the Union, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification and department to include and rank, in order of highest to lowest seniority, all permanent employees in the bargaining units.
- 6.2 Types of Seniority: There shall be two types of seniority established by the Agreement.
- 6.21 Service Seniority, which shall be the total length of continuous service with the County.
- 6.22 Classification Seniority, which shall be the total length of service within a work classification.
- 6.3 Breaks in Seniority; An employee's seniority shall be broken by voluntary resignation, discharge for just cause, removal from the layoff recall list pursuant to Section 6.42 or retirement.
- 6.4 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:
- 6.41 Layoff, which shall be by classification within a department, in inverse order of classification seniority.
- 6.42 Recall from layoff, which shall be by classification seniority, in inverse order of layoff, 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 Employer, she/he shall automatically have terminated her/his employment. An employee's name shall be retained on the recall list for one (1) year, at which time all rights to recall shall terminate.
- 6.43 The Employer shall issue written notice of an indefinite layoff at least fourteen (14) calendar days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff on unit members. The Employer shall issue written notice of recall from an indefinite layoff to effected employees, providing at least five (5) days to return to

work. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five (45) or more days. The Employer may layoff an employee for a definite period of forty-four (44) days or less by giving written notice to the effected employees. Recall notification shall be by registered or certified mail to the employee's last known address for an indefinite layoff and shall be contained in the layoff notice for layoffs for a definite period.

6.44 Seasonal or temporary employees in the same classification shall precede permanent employees in layoff. No new employees shall be hired in a work classification where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

6.45 The Employer is committed to hiring the most qualified candidate for County service. When all other qualifications are equal, the Employer shall select the applicant with the greater service seniority for the job opening. If it becomes necessary, in making a promotion, to bypass an employee's seniority, reasons for said denial shall be given in writing to such employee. Positions where incumbents are reclassified shall not be considered vacant or newly created for the purpose of bidding.

- 6.5 For a period of seven (7) days prior to filling such vacant or newly created position, the Employer shall post, in a conspicuous place, in the department, notice of all vacant or newly created positions to be filled. Such notices shall state the type of work, the place of work, rate of pay, normal hours to be worked, and the job classification.
- 6.6 Severance Pay: Upon written two (2) week notice of voluntary resignation by a benefit eligible employee (including elected officials) or if a benefit eligible employee dies while still employed by Faribault County, and after ten (10) years of service, the County will pay to the employee or his/her estate an amount of \$400; and for each additional year of service, \$400 per year.

ARTICLE VII. DISMISSAL

Employer shall have the right to dismiss any employee for any of the following reasons:

- 7.1 Performance: In ability to consistently perform the work for which he/she was hired to a level of quality satisfactory to the Employer, provided that the Employer shall not arbitrarily express dissatisfaction if the work meets customarily recognized standards of quality.
- 7.2 Chemical Use: The use of intoxicants or drugs (including all controlled substances, the possession of which is not authorized by law without prescription) while on duty or the use of the same before coming on duty so that their effects do or are likely to influence the quality of the employee's work.
- 7.3 Habitual Insubordination: An employee shall be considered habitually insubordinate if, on two or more occasions, he/she exhibits or expresses an attitude of defiance or lack of cooperation towards the supervisors with regard to any lawful order or instruction given him/her by his/her supervisors in connection with his/her work.

- 7.4 Inefficiency: An employee shall be deemed inefficient when the quantity of work which he/she accomplishes falls below customarily recognized standards for the job that the employee is performing even though the quality of the work performed is satisfactory.
- 7.5 Employee shall be given at least two weeks' notice in writing by the Employer of Employer's intention to discharge him/her. Such notice shall state the reasons for the proposed dismissal. The employee shall be afforded an opportunity to informally discuss the reasons for the proposed dismissal with the Employer. If such discussion does not result in satisfactory disposition to the employee, a grievance may be submitted according to the grievance procedure herein.

ARTICLE VIII. GRIEVANCE PROCEDURE

- 8.1 Definition of a Grievance: A grievance is defined as a dispute or a disagreement as to the interpretation or application of the specific terms or conditions of this Agreement.
- 8.2 Representatives: The Employer will recognize representatives of the Union having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 8.3 Processing of a Grievance: The processing of grievances is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and receive the approval of the Employer who has determined that such absence is reasonable.
- 8.4 Procedure: Grievances, as defined by section 8.1, shall be resolved in conformance with the following procedure:

Step 1. (Supervisor). An employee claiming a violation concerning the interpretation or application of this contract shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the employee's immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. (Engineer). If appealed, the written grievance shall be presented by the Union and discussed with the department head or his/her designee. The department head or his/her designee shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the department head or his/her designee's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. (County Board). If appealed, the written grievance shall be presented by the Union and discussed with the County Board or its designee. The County Board, or its designee shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the County Board's or their designee's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. (Mediation). A grievance unresolved in Step 3 and appealed in step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Employer's final answer in Step 4. Any grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived.

Step 5. (Arbitration). A grievance unresolved in Step 4 and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

- 8.5 Arbitrator's Authority: The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this contract. The arbitrator shall consider and decide only the specific issues submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.
- 8.6 Arbitrator's Fees: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
- 8.7 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, 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 of each step may be extended by mutual agreement of the Employer and Union.

- 8.8 Choice of Remedy: If, as a result of the written Employer's response in Step 4, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5, or a procedure such as: Civil Service or Veterans Preference. If appealed to any procedure other than Step 5, the grievance is not subject to the arbitration procedure as provided in Step 5. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 5, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5.

ARTICLE IX. NO STRIKE

- 9.1 Except as allowed by Minn. Stat. Sec. 179A.18, neither the Union, its officers or agents, nor any employees covered by the Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, sympathy strike, 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 for the purpose of inducing, influencing or coercing a change in the terms and conditions 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 instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

ARTICLE X. PROBATION AND TRIAL PERIODS

- 10.1 All newly hired employees shall be probationary and shall serve a six (6) month probationary period.
- 10.2 The Employer, at its sole discretion, may discipline or discharge a probationary employee, such action shall not be subject to the grievance procedure.
- 10.3 All employees promoted or transferred to a new position shall serve a thirty (30) day trial period.
- 10.4 The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion.
- 10.5 A trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion.

ARTICLE XI. WORK SCHEDULES - PREMIUM PAY

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

- 11.2 Work Week: The work week shall be forty (40) hours of work for full-time employees. Normal work days shall be Monday through Friday, except for functions operated on a continuous shift basis or requiring departure from the normal schedule.
- 11.3 Work Day: The work day for full-time employees shall consist of eight (8) hours of work plus an unpaid meal period except that the normal work schedule for employees in the Maintenance Crew between the second Monday in May and the first full week in October, with start of the work day to coincide with daylight hours shall be ten (10) hours of work per day. The start and end of the schedule may be changed at the sole discretion of the Employer.
- 11.4 Work Shift: Work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer.
- 11.5 Work Schedule Changes: The Employer shall notify employees fourteen (14) calendar days in advance of any permanent changes in their work schedules. Temporary changes in work schedules including but not limited to early starts, early quits or send homes shall be at the Employer's discretion.
- 11.6 Rest Breaks: Employees shall be granted two paid fifteen (15) minute rest breaks per work shift, one break toward the middle of each half of the work shift, at times designated by the Employer.
- 11.7 Meal Period: An unpaid meal period, not to exceed thirty (30) minutes, shall be scheduled toward the middle of the work shift, at a time which the Employer determines does not interfere with the rendering of services.
- 11.8 Overtime: All hours worked in excess of forty (40) hours per week shall be considered overtime. All hours worked in excess of eight (8) hours per day shall be considered overtime. If, during the summer, employees are on a summer schedule of four (4) ten-hour days, all hours worked in excess of ten (10) hours per day shall be considered overtime. All hours worked on Saturdays and Sundays shall be considered overtime. For purposes of computing overtime, the work week shall begin at 12:01 a.m. Monday.
- 11.9 Non-compensated leave of absences hours, compensatory time and PTO hours shall not be included in worked hours per week required to qualify for overtime premium. All other hours in compensated payroll status shall be considered as hours of work required to qualify for overtime premium.
- 11.10 No Pyramiding of Hours: 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.
- 11.11 Overtime Rate: All employees shall be compensated for all overtime hours worked at the rate of one and one-half (1 1/2) hours compensatory time or at the rate of one and one-half (1 1/2) times the employee's base pay rate.

- 11.12 Compensatory Time: The employee shall indicate on the time card whether overtime will be taken as cash or as compensatory time, subject to the limits of the contract. No employee shall retain more than two hundred & twenty (220) hours in the compensatory time bank; hours earned in excess of two hundred & twenty (220) shall be paid in cash at the appropriate rate. An employee who terminates employment with the Employer shall be compensated for accumulated compensatory time at his/her current rate of pay. The hours in his/her compensatory time bank shall be adjusted by multiplying the number of hours by the old rate of pay and then dividing the result by the new rate of pay which shall be the new compensatory time balance.
- 11.13 Use of Compensatory Time: Employees shall take no compensatory time off unless the Employer is first notified and agrees that the time off, as proposed by the employee, may be taken. When there is a shortage of work or when it appears that an employee will accrue more than one hundred (100) hours of compensatory time, the Employer may direct the employee to utilize accumulated compensatory time.
- 11.14 Christmas Eve Day: If other Faribault County Government entities are given time off for Christmas Eve Day, employees under this agreement will also be granted the time off. Any Christmas Eve day holiday hours shall not be considered normal working hours for the purpose of calculating overtime.

ARTICLE XII. HOLIDAYS

- 12.1 Employees shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the last assigned work day preceding the holiday and the first assigned day following the holiday.
- 12.2 Designated holidays are as follows:
- New Year's Day - January 1
 - Martin Luther King Jr. - Third Monday in January
 - President's Day - Third Monday in February
 - Memorial Day - Last Monday in May
 - Independence Day - July 4
 - Labor Day - First Monday in September
 - Veteran's Day - November 11
 - Thanksgiving Day - 4th Thursday in November
 - Day after Thanksgiving – 4th Friday in November
 - Christmas Day - December 25
- 12.3 Juneteenth (June 19th) will be considered a holiday under Article XII upon enactment of a law by the State of Minnesota recognizing it as a state holiday.
- 12.4 Employees assigned and required by the Employer to work on a holiday as designated in this Article, shall receive holiday pay at one and one-half (1 1/2) times their base pay rate for hours worked, plus straight time. Total compensation for work on holidays shall be two and one-half (2 1/2) times employee's regular pay, whether or not the holiday falls on a Saturday or Sunday.

- 12.5 When a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the holiday for employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the holiday for employees. An employee, regardless of his/her work schedule, shall receive the same number of holidays as an employee whose normal work week is Monday through Friday. When an employee works a Saturday or a Sunday which is also a legal holiday and that employee also works on the previous Friday or the following Monday when the holiday is observed pursuant to paragraph, employee will get holiday pay pursuant to paragraph 12.3 on the Saturday or Sunday and will be paid one and one-half (1 1/2) times regular rate of pay on Friday or Monday.
- 12.6 Holidays which occur within an employee's approved and compensated PTO period will not be chargeable to the employee's PTO time.

ARTICLE XIII. PTO PLAN

13.1.1 Definition: A single bank of flexible leave that replaces sick leave and vacation.

Purpose:

1. Provide flexibility by giving employees access to more paid time off for non-medical absences.
2. Encourage advanced planning for time away from work to reduce unscheduled absences.

PTO

1. PTO balance becomes new PTO balance
 - Sick Leave balance is retained (no more hours are accrued): balance may be used for catastrophic illness/medical absences
 - with department head approval
 - PTO may be used for sick leave for fitness, medical and non-medical absences, severance and the Emergency Leave Bank.
 - Accrual Rates (see chart below for accrual rate comparison) plus 8 days of sick leave per year.
 - Maximum PTO Balance: 75 days (600 hours)
 - Payoff upon separation of employment
 - Severance still as is

LEAVES NON-INCLUDED IN PTO

- Holidays/Christmas Eve ½ (Leave Day with Pay)
- Military Leave
- Jury Duty

- Conference/Training
- Family Medical Leave

BANKED SICK LEAVE HOURS

- Sick leave hours are frozen (banked) at time of conversion to PTO
- The banked sick leave hours are available to the employee during an extended illness after the initial three days of PTO with a doctor certificate.

Employee must complete a benefit waiting periods of 3 days due to their illness or for an illness of his/her dependent child under per the parental leave law (1988 Section 181.940 as amended) before sick leave benefits will begin. An employee may report paid time off, compensatory time during the waiting period. If a holiday falls within the waiting period requirement, these holiday hours will not count against the waiting period.

An employee eligible to participate in the PTO program would be eligible to use their banked sick leave in the case of illness or injury in the immediate family (defined as a spouse, dependent children, parents or any relation who is primarily dependent upon the employee for financial support) that requires their presence after the benefit waiting period of 3 days has been completed and require an acceptable medical verification that the absence qualified under the sick leave requirements before approving use of Banked Sick Leave. The county may require evidence from a medical professional of its choice. If such requirement is made, the cost of such examination shall be the responsibility of the county.

The sick leave bank is like a short-term disability insurance plan because it is not necessarily available for one or two-day illnesses. Rather, it is a benefit designed to provide income protection for illnesses that extend for a week or to meet even more long-term illness or injury time off needs

WORKERS' COMPENSATION

When an employee has incurred a work-related injury and will be missing work, the first days are not paid under workers' compensation unless the employee will miss more than three (3) days of work.

If the injured employee will be missing more than 3 days of work, then workers' compensation starts from day one. The employee would still be able to use a portion of their banked sick leave instead of PTO to supplement workers' compensation up to their net pay.

PAID TIME OFF (PTO)

The PTO program places greater responsibility with the employee as to how they choose to use their time off. This leave is to be used for PTOs, to attend to personal business, for funerals, snow days and to recuperate during illness.

Employees regularly scheduled to work less than twenty (20) hours per week, as well as temporarily or seasonal employees shall not be eligible for paid time off.

PTO SCHEDULE

| YRS OF SRV | BASE HRS | TOTAL HRS EARNED | DAYS/YR (8 DAY SL) |
|---------------|----------|---------------------|-----------------------|
| 0-4 | 2080 (8) | 160.00 | 20.00 |
| 5-9 | 2080 | 184.00 | 23.00 |
| 10-14 | 2080 | 208.00 | 26.00 |
| 15-19 | 2080 | 232.00 | 29.00 |
| 20-24 | 2080 | 256.00 | 32.00 |
| 25-29 | 2080 | 280.00 | 35.00 |
| 30 & over | 2080 | 304.00 | 38.00 |

Schedule based on hired after Nov. 26, 1990

| YRS OF SRV | BASE HRS | TOTAL HRS EARNED (8 DAY SL) | DAYS/YR |
|---------------|----------|--------------------------------|---------|
| 0-4 | 2080 (8) | 144.00 | 18.00 |
| 5-9 | 2080 | 168.00 | 21.00 |
| 10-14 | 2080 | 184.00 | 23.00 |
| 15-19 | 2080 | 224.00 | 28.00 |
| 20-24 | 2080 | 248.00 | 31.00 |
| 25+ | 2080 | 264.00 | 33.00 |

ARTICLE XIV. LEAVES OF ABSENCE

- 14.1 Jury Duty, Other Legal Duties, Voting in National and State Elections.
- 14.11 Employees shall be granted leave with pay for required jury duty. Such employees shall receive that portion of their regular compensation which will, together with jury duty pay or fees, equal their total compensation for that period.
- 14.12 An employee excused or release from jury duty during his/her regular working hours shall report to his/her supervisor immediately.
- 14.13 Employees shall notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for insuring that a report of jury duty is completed by the Court Administrator each week, so the County will be able to determine that amount of compensation due for the period involved.
- 14.14 Employees shall be granted leave with pay for appearance before a Court, legislative committee or other body as a witness in a proceeding involving the Federal Government,

State of Minnesota, or a political subdivision thereof in response to a subpoena, or direction by a proper authority if such attendance is in connection with the employee's official duties. Such leave shall be approved by the Department Head.

14.15 Every employee who is entitled to vote at any statewide general election or Federal general election shall be granted a reasonable amount of time off with pay to vote.

14.2 Military Leave: An employee is entitled to a maximum of 15 working days off with pay during any calendar year for reserve, National Guard or militia duty as outlined in Minnesota Statutes 192.26. Whenever possible the employee is to present a copy of his/her orders to the Department Head before such leave is granted.

14.3 Leaves Without Pay

14.31 Each employee, when making a request for a leave of absence without pay, will have to consider that sick leave credits for holidays, and PTOs will not accrue or be paid during the period of such leave. Employees may continue hospitalization and life insurance coverage by paying the total premium cost on a monthly basis. If PTO leave days are used to receive pay during an otherwise unpaid leave, insurance will be due on a pro rata basis.

14.32 Medical Leave A medical leave may be granted by the Department Head with the approval of the County Board to an employee in a regular position who is unable to perform the duties of his/her position because of a physical or mental illness, injury, or chemical dependency and if the employee has exhausted his/her accumulated PTO leave. In order to be eligible for such a leave, the employee must present a statement from a medical authority approved by the Department Head. Such statement must include an expected date of return to work. Such leave may be granted for a maximum of six months and extended for another six months, not to exceed one year. A medical statement may be requested at any time during the leave.

14.33 Military Leave An employee who engages in active service in time of war other emergency in the military or naval forces of the United States shall be granted a leave of absence without pay according to Minnesota Statutes 192.261. In order to be eligible for such leave, the employee is to present a copy of his/her orders to the Department Head.

14.34 Parental Leave

14.341 A maternity or adoption leave of absence will be granted to a natural or adoptive parent who requests such leave in conjunction with the birth or adopting of a child for a period of six months. If possible, the employee shall notify the supervisor at least thirty days prior to the commencement date of the desired leave. At that time, an end date to the leave should be decided.

14.342 Six weeks SLB (sick leave bank) leave shall be allowed for childbirth if sufficient leave time has accumulated and thereafter only upon written medical statement from attending

physician to the extent that the employee is unable to work. Accumulated PTO shall be used in order to be paid during the leave and must be used consecutively with SLB leave. In no instance shall an employee be granted a maternity leave if accumulated PTO time is available.

14.343 When the employee returns to work he/she shall be reinstated to his/her original position or a position in a same or similar class with the same pay range. If the employee desires he/she may revise the end date of his/her leave by notifying the Department Head. These changes shall not extend the leave beyond six months from the commencement date of the leave. The Department Head may require that the employee produce medical certification that he/she is able to perform the duties of his/her position until leave commencement and/or that he/she is fit to return to work following designated leave of absence.

14.344 An extension of maternity leave of absence beyond the six months limit shall be treated as a personal leave.

14.35 Personal Leave

14.351 Department Heads may authorize permanent employees in regular full-time or part-time positions to be absent for personal reasons for a period, or periods, not to exceed thirty days in a calendar year. Requests for personal leaves beyond thirty days must be approved by the County Board. Employees shall request such leaves in advance of the date so desired. The best interest of the County shall be the primary consideration in granting a personal leave.

14.352. No seniority benefits or addition to PTO accounts shall accrue while the employee is on unpaid leave of absence. The preceding sentence is subject to the requirements of Minn. Stat. Sec. 192.26 et seq. (military leave).

ARTICLE XV. ABSENCE WITHOUT LEAVE

15.1 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 two (2) consecutive days shall be deemed to have resigned his/her 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 XVI. ALLOWANCE

16.1 Automobile Allowance: Employees required by the Employer to use their personal cars while engaged in County work, shall be entitled to reimbursement at the rate established by the Faribault County Board of Commissioners.

ARTICLE XVII. INSURANCE

- 17.1 Active Employees: All Local #49 union members will participate in the I.U.O.E. Local #49 Health & Welfare Fund. Effective March 1, 2022, the Employer agrees to pay \$1,100.00 per month per employee towards the cost of medical insurance coverage and the employee will be required to pay the remaining portion of the premium.. Effective March 1, 2023 through December 31, 2024, the Employer agrees to pay any health insurance premium increases Any increase in monthly premium shall take effecton March 1st of each year. In no event will the employer contribution exceed premium costs.

Retired Employees: The County shall make such health insurance coverage available to a retired employee who was hired prior to January 1, 2002. Employees beginning active service on or after January 1, 2002 shall not be eligible for any County contribution toward retiree health insurance benefits.

A retiree is defined as a PERA-eligible employee qualifying for a normal annuity under any public employee's retirement act, and the County's contribution toward retiree health insurance benefits shall terminate on the death of the retired employee, except that the deceased retiree's spouse may continue the insurance following the date of death of such employee as allowed by law. Said spousal coverage shall be paid in full by the spouse.

Effective March 1, 2019, for retirees who began active service with Faribault County prior to January 1, 2002, the Employer will contribute a maximum of \$1100 per month for retirees who are not Medicare eligible toward the I.U.O.E. Local #49 Health & Welfare retiree insurance coverage. The County's contribution shall not exceed the premium cost.

A retiree must enroll in Medicare, at retiree's expense, upon Medicare-eligibility so that retiree insurance coverage can be coordinated between the I.U.O.E Local #49 Supplemental Health Insurance and Medicare. Medicare benefits shall be primary. In no event will Faribault County's contribution toward I.U.O.E. Local #49 supplemental health insurance exceed the County's contribution toward Faribault County's supplemental health insurance plan for Medicare-eligible retirees.

Employees beginning active service with Faribault County on or after January 1, 2002 shall not be eligible for any County contribution toward retiree health insurance benefits. The retiree will be allowed to continue coverage in accordance with state and federal law, with the entire cost being the responsibility of the employee.

- 17.3 In event health insurance provisions fail to meet requirements of the Affordable Care Act and its related regulations or cause Employer to be subject to penalty, tax or fine, Union and Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for Employer.
- 17.4 Insurance premiums reflected in this contract will be retroactive to March 1st, 2022.

ARTICLE XVIII. RIGHTS OF SUBCONTRACT

- 18.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement when unexpected workload cannot be accomplished without subcontract assistance.

ARTICLE XIX. INDIVIDUAL RIGHTS

- 19.1 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, there shall not be discrimination or coercion against any employee because of Union membership or non-membership. The Union shall, in responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion. Fair share fees shall be deducted for employees who do not join the Union.

ARTICLE XX. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 20.1 This Agreement shall represent the complete Agreement between the Union and the Employer.
- 20.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make request and proposals with respect to any subject matter not removed by law from the area collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

ARTICLE XXI. SAVINGS CLAUSE

- 21.1 This agreement is subject to the laws of the United States, the State of Minnesota, and Faribault County. In the event any provision of this Agreement shall be held to the 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 XXII. DISCIPLINE AND DISCHARGE

- 22.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.
- 22.2 Employees who are suspended or discharged shall be notified of such action in writing, a copy of which shall be sent to the Union.

- 22.3 Probationary employees may be dismissed at any time, without cause, at the discretion of the Employer. Such action shall not be subject to the grievance procedure.
- 22.4 An employee shall be given a copy of any written entry to his/her personnel file which is the result of any disciplinary action and shall be allowed to respond thereto. In addition, any employee shall be allowed to review his/her personnel file and all documents therein at reasonable times and under conditions determined by the Employer.
- 22.5 An employee shall be allowed Union representation at any step of the discipline procedure or any investigation which could lead to disciplinary action. The Employer shall have no obligation to inform or advise an employee of the provisions of this Section.

ARTICLE XXIII. SALARY RATES

- 23.1 Effective January 1 of each calendar year, employees shall be compensated in accordance with the schedules attached.
- 23.2 New employees shall normally be paid at the minimum of the salary range for their classification; however, the Employer may pay a new employee at a higher step of the salary range, if such higher placement is justified by exceptional qualifications of the new employee or by lack of available qualified eligible person at the minimum rate. Upon completion of the probationary period an employee shall receive a one-step increase effective with the first payroll period after completion of his/her probationary period.
- 23.3 Effective with the first payroll period after promotion or reclassification to a higher salary range, an employee shall be paid at the step of the salary range for his/her new classification that reflects a salary increase.


ME ALSO PROVISION


In the event the Employer settles its general wage adjustment with any other bargaining unit at an amount higher than negotiated in this agreement, I.U.O.E. Local 49 bargaining unit shall receive the same general wage increases for the contract years 2022 - 2024.

ARTICLE XXIV. TERM OF AGREEMENT

- 24.1 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 October 2nd prior to the anniversary date that it desires to modify or terminate this Agreement.
- 24.2 During the period after contract expiration and prior to the date when the right to strike matures, and for additional time if the participants agree, the terms of an existing contract shall continue in effect and shall be enforceable on both parties in accordance with Minn. Stat. Sec. 179A.20, Subd. 6.
- 24.3 Both parties agree the 2022 wages will be retroactive to January 1st, 2022.


COUNTY OF FARIBAULT:



Chairman, County Board


Vice-Chairman, County Board



Lexi Scholten , Central Services Dir.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL #49


Jason George, Business Manager


Craig Bollmann, Business Representative


Thad Sturtz, Steward


Patrick Campbell, Steward

Date: 5.17.2022

Date: _____

APPENDIX

SALARY SCHEDULE

2022 – 2024 – based on 2080 hours

| 2022 5% | | | | | | |
|---------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| POSITION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
| Main Man 1 | 20.97 | 21.97 | 22.95 | 24.01 | 24.97 | 26.02 |
| Main Man II | 21.97 | 22.95 | 24.01 | 24.97 | 26.02 | 27.13 |
| Main Crew Lead Wrk | 23.24 | 24.31 | 25.31 | 26.37 | 27.50 | 28.68 |
| Parks Mgr | 21.97 | 22.95 | 24.01 | 24.97 | 26.02 | 27.13 |
| Shop Mechan | 21.97 | 22.95 | 24.01 | 24.97 | 26.02 | 27.13 |
| Shop Lead Wrk | 23.24 | 24.31 | 25.31 | 26.37 | 27.50 | 28.68 |
| Engineer Tech I | 21.72 | 22.71 | 23.76 | 24.75 | 25.77 | 26.89 |
| Engineer Tech II | 23.24 | 24.31 | 25.31 | 26.37 | 27.50 | 28.68 |
| Engineer Tech III | 25.95 | 27.13 | 28.22 | 29.44 | 30.70 | 32.06 |
| Account/Office Mgr. | 22.80 | 23.80 | 24.83 | 25.96 | 27.10 | 28.27 |
| Staff Engineer | 27.30 | 28.92 | 30.01 | 31.23 | 32.51 | 33.87 |

| 2023 3% | | | | | | |
|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| POSITION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
| Main Man 1 | 21.60 | 22.62 | 23.64 | 24.73 | 25.72 | 26.80 |
| Main Man II | 22.62 | 23.64 | 24.73 | 25.72 | 26.80 | 27.95 |
| Main Crew Lead Wrk | 23.93 | 25.04 | 26.06 | 27.16 | 28.32 | 29.54 |
| Parks Mgr | 22.62 | 23.64 | 24.73 | 25.72 | 26.80 | 27.95 |
| Shop Mechan | 22.62 | 23.64 | 24.73 | 25.72 | 26.80 | 27.95 |
| Shop Lead Wrk | 23.93 | 25.04 | 26.06 | 27.16 | 28.32 | 29.54 |
| Engine Tech I | 22.38 | 23.39 | 24.47 | 25.49 | 26.54 | 27.70 |
| Engine Tech II | 23.93 | 25.04 | 26.06 | 27.16 | 28.32 | 29.54 |
| Engine Tech III | 26.72 | 27.95 | 29.07 | 30.33 | 31.62 | 33.02 |
| Acct/Office Mgr. | 23.48 | 24.52 | 25.58 | 26.73 | 27.91 | 29.11 |
| Staff Engineer | 28.12 | 29.78 | 30.91 | 32.16 | 33.48 | 34.89 |

| 2024 3% | | | | | | |
|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| POSITION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
| Main Man 1 | 22.25 | 23.30 | 24.35 | 25.48 | 26.49 | 27.60 |
| Main Man II | 23.30 | 24.35 | 25.48 | 26.49 | 27.60 | 28.78 |
| Main Crew Lead Wrk | 24.65 | 25.79 | 26.85 | 27.97 | 29.17 | 30.42 |
| Parks Mgr | 23.30 | 24.35 | 25.48 | 26.49 | 27.60 | 28.78 |
| Shop Mechan | 23.30 | 24.35 | 25.48 | 26.49 | 27.60 | 28.78 |
| Shop Lead Wrk | 24.65 | 25.79 | 26.85 | 27.97 | 29.17 | 30.42 |
| Engine Tech I | 23.05 | 24.09 | 25.21 | 26.26 | 27.34 | 28.53 |
| Engine Tech II | 24.65 | 25.79 | 26.85 | 27.97 | 29.17 | 30.42 |
| Engine Tech III | 27.53 | 28.78 | 29.94 | 31.24 | 32.57 | 34.01 |
| Acct/Office Mgr. | 24.18 | 25.25 | 26.34 | 27.54 | 28.75 | 29.99 |
| Staff Engineer | 28.96 | 30.68 | 31.84 | 33.13 | 34.49 | 35.94 |