

LABOR AGREEMENT

BETWEEN

THE COUNTY OF SIBLEY

AND

**COUNCIL #65, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO**

(HIGHWAY UNIT)

January 1, 2017 through December 31, 2018

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ARTICLE 1. PURPOSE OF AGREEMENT

1.1 This Memorandum of Agreement, hereinafter referred to as the Agreement, is entered into between the County of Sibley hereinafter called the Employer, and Council #65, American Federation of State, County and Municipal Employees, AFL-C10, hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.11 Establish the foundation for a harmonious and effective labor-management relationship.
- 1.12 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.
- 1.13 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 Sibley by the statutes of the State of Minnesota, except as provided in this Agreement.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the exclusive representative for a unit of Sibley County employees in the County Highway Department as determined by the Bureau of Mediation Services.

ARTICLE 3. 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.)

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- 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 division of Sibley County government.
- 3.16 **Emergency:** A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- 3.17 **Employee:** A member of the exclusively recognized bargaining unit defined in Agreement.
- Full time – employee regularly scheduled to work 40 hours in a work week.
- Part time – employee regularly scheduled to work less than 40 hours in a workweek.
- 3.18 **Employer:** Sibley 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 considerations.
- 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 or rehired 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:** An employee hired on a seasonal or temporary basis, for period not to exceed six (6) months, as designated by the Employer, in a position with little prospect for permanent employment.

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Seasonal/temporary employees shall earn the salary rate set for seasonal/temporary employees and shall not receive any other benefits.

- 3.27 Seniority: Length of service established by Article 6.
- 3.28 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 qualification.
- 3.29 Trial Period: The first four (4) months of service in a new position of a promoted or transferred employee.
- 3.30 Union: Council #65, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.31 Union Member: A member of Council #65, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.32 Exempt Employee: An employee exempt from the provisions of the Federal Fair Labor Standards Act.

ARTICLE 4. UNION SECURITY

4.1 In recognition of the Union as the exclusive representative:

- 4.11 Effective the 1st pay period of the month following a minimum of 30 days after the execution of the collective bargaining agreement, the Employer agrees to deduct from the wages of employees who authorize such deduction in writing an amount to equal monthly Union dues and forward such monies each month to the designated officer of the Union, together with a list of the names of the employees from whose wages deductions were made along with employee member number, status, hourly rate, hours per pay period, year to date hours, number of pay periods and current dues deduction. Effective January 2011, the deduction of dues shall commence 30 working days after initial employment with the Employer subject to receipt of signed authorization card.
- 4.12 When requested to do so by the Union, the Employer shall deduct from the wages of those employees, not members of the Union, a fair share fee in accordance with Minn. Stat. 179A.06;subd.3.
- 4.13 The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues by an electronic format or via U.S. Mail.
- 4.14 The union shall certify to the Employer, in writing, the current amount of regular

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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 judgment fees 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 stewards 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 work station for Union business will be limited to the investigation and presentation of grievances to the Employer. No steward shall be on paid time to 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 investigation and discussing grievances if they first notify and receive approval from the County Engineer and provide 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 5. 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

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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.

- 5.2 The Employer retains all rights and privileges not specifically addressed or modified by this Agreement.
- 5.3 The Employer agrees to apply the terms of this Agreement to all members of the unit fairly and without discrimination.

ARTICLE 6. 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 three 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 **Department Seniority,** which shall be the total length of service within a specific department or division of county service.
 - 6.23 **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, layoff, discharge for just cause, 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. However, an employee about to be laid off shall have the right to bump (displace) an employee in a lower classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped.

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- 6.42 Recall from layoff, which shall be by classification within a department, 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 ten (10) 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 affected employees, providing at least ten (10) calendar 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 affected 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 Emergency, probationary and seasonal or temporary employees in the same department and classifications shall precede permanent employees in layoff. No new employees shall be hired in a work classification within a department where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.
- 6.5 The Employer is committed to hiring the most qualified candidate for County service. The Employer shall select the applicant with the greater department seniority for the job opening unless the qualifications of the applicants are not equal. Positions where incumbents are reclassified shall not be considered vacant or newly created for the purpose of bidding.
- 6.6 For a period of five (5) working 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.

ARTICLE 7. GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance: A grievance is defined as a dispute or a disagreement as to the Interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Processing of a Grievance: It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefor be accomplished during

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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 received the approval of the Employer who has determined that such absence is reasonable.

7.3 Procedure: Grievances, as defined by Section 7.1 shall be resolved in conformance with the following procedure:

Step 1. The Union claiming a violation concerning the interpretation or application of this contract shall, within ten (10) working days after such alleged violation has occurred, present such grievance to the county engineer. The grievance shall be placed in writing and set 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. The engineer shall respond to the grievance within ten (10) working days of receipt of the written grievance. The Union may appeal the engineer's answer to Step 2 within ten (10) working days of the answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the County Board. The County Board, or its designee, shall give the Union the Employer's answer in writing within ten (10) working days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the County Board's or its designee's answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) working days shall be considered waived.

Step 2A. Prior to submission of a dispute to arbitration at Step 3, a party may request that the dispute be mediated by the Bureau of Mediation Services. If the other party agrees to mediation, the time lines set forth in Step 2 for appeal to Step 3 shall be tolled until the completion of mediation.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to arbitration and subject to the provisions of the Public Employment Labor Relations Act of 1971. 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.

7.4 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 issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator may not ignore the language of the Agreement. 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.

- 7.5 Arbitrator's Fees: The fees and expenses for the arbitrator's service 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.
- 7.6 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, 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.
- 7.7 Choice of Remedy: If, as a result of the written Employers response in Step 2, 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 3, or a procedure such as: Civil Service, Veterans Preference or Human Rights. If appealed to any procedure other than Step 3, the grievance is not subject to the arbitration procedure as provided in Step 3. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 3, 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 3.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC vs. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S. Ct. 299 (1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of Section 7.7 shall be immediately null and void and shall be deleted from this Agreement.

ARTICLE 8. PROBATION AND TRIAL PERIODS

- 8.1 All newly hired or rehired employees shall be probationary and shall serve a six (6) month probationary period.
- 8.2 The Employer, at its sole discretion, may discipline or discharge a probationary

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employee, such action shall not be subject to the grievance procedure.

- 8.3 All employees promoted or transferred to a new position shall serve a four (4) month trial period.
- 8.4 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.
- 8.5 For a period of thirty (30) calendar days, 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. After the thirty day period, the employee may request such return but the Employer shall be under no obligation to honor the request.

ARTICLE 9. WORK SCHEDULES-PREMIUM PAY

- 9.1 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.
- 9.2 Regular 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. The normal work day shall be 7:30 a.m. to 4:00 p.m. The work day for full-time employees shall consist of eight (8) hours of work plus an unpaid meal period.
- 9.3 Summer Work Week: Commencing the first full week in May through the last full week in September, workdays will be Monday through Thursday, except for functions operated on a continuous shift basis or requiring departure from the normal schedule. The normal workday for the ten (10) hour days shall be 6:30 a.m. to 5:00 p.m. The workday for full-time employees will consist of ten (10) hours of work plus an unpaid meal period.
- 9.4 Work Shift: Work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer.
- 9.5 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.
- 9.6 Rest Breaks: Employees shall be granted two paid fifteen (15) minute rest breaks per work shift, one break toward the middle of each one-half work shift, at times designated by the Employer.
- 9.7 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.

9.8 Overtime: Employees shall be compensated at the rate of time and one-half the employee's regular base hourly rate under the following conditions:

9.8.1 All hours worked by non-exempt employees in excess of forty (40) hours in any work week shall be considered overtime. For purposes of overtime calculation, a holiday occurring during the employee's work week will be considered as hours worked for the purpose of calculating the 40 hour work week.

9.8.2 All work performed on Saturdays and Sundays.

9.9 Computing Overtime: For purposes of computing overtime, the work week shall begin at 12:01 a.m. Saturday.

9.10 Call-In: The Employer shall pay a minimum of two (2) hours pay at the rate of time and one-half (1 1/2) to an employee who is called in by the Employer. A call-in shall not include an early start to a work shift or an extension of a work shift. Meetings and other scheduled work, except for emergencies, shall not qualify for call-in. The actual time worked not the minimum or premium shall count towards the forty hours needed for other premium pay.

9.11 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. For example, premium pay received under Sections 9.8.2, 9.10, 10.3.1 and 10.3.2 will not count toward the forty (40) hours needed for additional premium pay.

9.12 Volunteer Fire Fighters: Employees who are volunteer fire fighters shall be paid for scheduled work hours missed due to actual firefighting including travel time.

9.13 Health Care Savings Account (HCSP)

1. All funds collected by the County on behalf of an employee will be deposited into an employee's Post Employment Health Care Savings Plan account (hereafter "HCSP") administered by the Minnesota Post Employment Health Care Savings Plan established under Minn. Stat. § 352.98 and as outlined in the Minnesota State Retirement System's (MSRS) Trust and Plan Documents.

2. Employees shall contribute to their HCSP as set forth below:

Employees with 3 or more years of service will contribute 1% of base pay. Employees with 10 or more years of service will contribute 1.5% of base pay.

3. Employees who are eligible for severance payment of vacation pursuant to the collective bargaining agreement shall contribute to the HCSP as set forth below:

Employees with 150 hours or more of accrued vacation hours shall contribute 100% of eligible payout.

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4. Employees eligible for payout of sick leave accrual overage pursuant to Article 12.13, shall contribute to the HCSP as set forth below:

All benefits due under said article and section of the eligible payout shall be contributed to the HCSP.

5. Employees who are eligible for payout of sick leave severance pursuant to Section 12.11 of the collective bargaining agreement shall contribute to the HCSP as set forth below:

All benefits due under said article and section of the eligible payout shall be contributed.

6. Any description of benefits contained in this Memorandum of Agreement is intended to be informational only. The management of contributed funds into the Post Employment Health Care Savings Plan is the responsibility of the Plan Administrator, Minnesota State Retirement System (MSRS), the State Board of Investment, their agents, employees or subcontractors and/or the investment option provider selected by the employee. The County's only obligation is to deposit accrued monies as outlined by this Memorandum. The County has no other responsibilities or obligations and no other claims can or shall be made against the County pursuant to this Memorandum.
7. The Union agrees to indemnify and hold harmless the County, its agents, officers and employees from any and all claims, causes of action, suits, demands, judgments of any nature, liabilities, losses, damages, costs, and expenses including reasonable attorney's fees, arising out of the actions or inactions of the Plan Administrator, Minnesota State Retirement System (MSRS), the State Board of Investment, their agents, employees or subcontractors and/or the investment option provider selected by the employee.
8. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

ARTICLE 10. HOLIDAYS

- 10.1 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 work day following the holiday. Part time employees shall receive holiday compensation on a pro-rata basis.

- 10.2 Designated holidays are as follows: New

Year's Day - January 1
Martin Luther King Day - Third Monday in January
President's Day - Third Monday in February
Good Friday - Friday before Easter
Memorial Day - Last

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Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veteran's Day - November 11
Thanksgiving Day - 4th Thursday in November
Christmas Eve (four hours-when Christmas Eve falls on Monday,
Tuesday, Wednesday, or Thursday) (see Article 10.6 below)
Christmas Day - December 25

- 10.3.1 Non-exempt employees assigned and required by the Employer to work on Thanksgiving Day, Christmas Eve Day (four hours), Christmas Day and Easter Sunday shall receive overtime compensation at two times their base pay rate for hours worked, plus holiday compensation at their base pay rate (except Easter Sunday for which double time only will apply), but in no case shall the total compensation exceed three times the employee's base pay rate. (Easter Sunday is included for purposes of compensation at double time for hours an employee is required to work on Easter Sunday and shall not be construed to add Easter Sunday as a holiday to the designated holiday listing in Article 10.2.) If the holiday falls on a weekend, the Monday or Friday observance date shall be the day double time will apply (as described in Article 10.4), exclusive of Easter Sunday, which will be the actual day of Easter Sunday.
- 10.3.2 Non-exempt employees assigned and required by the Employer to work on all other holidays as designated in Article 10.2 (and not named in 10.3.1) shall receive overtime compensation at one and one-half (1 ½) times their base pay rate for hours worked, plus holiday compensation at their base pay rate, but in no case shall the total compensation exceed two and one-half (2 ½) times the employee's base pay rate. If the holiday falls on a weekend, the Monday or Friday observance date shall be the day time and one-half will apply (as described in Article 10.4).
- 10.4 When a holiday, as designated in Article Section 10.2, 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.
- 10.5 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.
- 10.6 When Christmas Eve day falls on Monday, Tuesday, Wednesday, or Thursday, employees shall receive one-half day, not to exceed four hours, holiday. To maintain sufficient staff for prevailing weather conditions, the Public Works Director shall retain the right to designate an alternate date consisting of four hours as time off in place of Christmas Eve Day. Said alternate date to be negotiated between the employee and the Public Works Director. No over time will be paid should weather conditions make it necessary for staff to work on said holiday.
- 10.7 In the summer schedule, the holiday shall be compensated at eight hours and the

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employee may make up the additional two hours of the holiday from accrued vacation or elect for two hours of unpaid time off.

10.71 PROBATIONARY EMPLOYEES AND SUMMER HOLIDAYS

Commencing with execution of the 2013 collective bargaining agreement, employees serving an initial probationary period may work with the County Engineer or the Engineer's designee to flex work hours during the week a holiday occurs in a 4-day/10-hour work week to maintain 40 hours of paid time.

By flexing work hours, employee could make up the 2 hour deficiency between the paid 8 hours of holiday and the 2 hours not worked on the day of the holiday. (summer work schedule-Article 9.3)

Flexed hours must be worked in the week in which the holiday occurs.

10.8 Effective January 1, 2008 add additional floating holiday consisting of a maximum of eight (8) hours for full-time employees subject to the following conditions:

- a. Prior approval of the use of the holiday shall be subject to the approval of the Public Works Director (County Engineer) in accordance with the same requirements as set forth in Section 11.6
- b. Floating holiday must be used prior to November 1 or it will be waived by the employee without compensation.

ARTICLE 11. VACATIONS

11.1 All full-time and part-time employees shall be eligible for vacation leave benefits at their current base pay rate, except newly hired employees, who shall not be eligible to utilize vacation benefits during the probationary period.

11.2 Permanent full-time employees shall accrue vacation benefits in accordance with the following schedule, provided that vacation leave shall only accrue when an employee is on compensated payroll status:

<u>Years of Employment</u>	<u>Monthly</u>
0 – 5	8 hours
6 – 10	10 hours
11 -15	12 hours
16+	14 hours

Part-time employees shall accrue vacation benefits in accordance with the schedule above, except the monthly accrual shall be earned on a pro-rata basis.

11.3 Employees shall not be entitled to receive cash payment in lieu of leave for unused

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accumulated vacation leave hours except upon mutual agreement of the Employer and the employee. However, upon complete termination of employment, permanent employees shall be paid for the unused accumulated vacation leave to their credit. Any vacation severance due to a terminating employee shall be paid at the employee's base rate at the time of termination.

- 11.4 Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.
- 11.5 No employee may accumulate more than thirty (30) days (two hundred and forty (240) hours) of vacation. Vacation cannot be used in less than one (1) hour increments.
- 11.6 Vacation time off shall be approved by the county engineer. Vacation time off may be denied if the engineer determines that the needs of the department will not be served if the time off is granted.

ARTICLE 12. SICK LEAVE

- 12.1 Sick leave shall be earned by full-time employees at the rate of eight (8) hours for each full month of service. Part-time employees shall earn sick leave on a pro-rata basis. Sick leave benefits, when authorized, shall be paid at the employee's current base pay rate.
- 12.2 Sick leave benefits shall only accrue when an employee is on compensated payroll status for at least ten (10) work days during the month.
- 12.3 Unused earned sick leave may be accumulated to a maximum of seven hundred and twenty (720) hours. An employee with ninety (90) days (720 hours) of accumulated sick leave may continue to accumulate sick leave at the rate of one (1) day per month to a total of thirty (30) days (two hundred and forty (240) hours) which may only be used in case of serious illness or injury when all regular sick leave is exhausted.
- 12.4 Sick leave may be authorized on the basis of application therefor, approved by the Employer, for actual disability of the employee due to illness, maternity, injury, and legal quarantine, dental or medical treatment necessitating the employee's absence. 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 medical authority attesting to the necessity of the leave, and other information the Employer deems necessary.
- 12.5 To be eligible for sick leave payment, an employee must notify his/her designated supervisor prior to the starting time of his/her 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.

- 12.6 A disabled employee who, because of extended illness or injury, has exhausted all compensated leave may be granted a medical leave of absence without pay, not to exceed ninety (90) days. This leave may be extended up to one (1) year.
- 12.7 The Employer may require an employee who is absent from duty to undergo a medical evaluation and furnish a report from an appropriate medical authority, at the Employer's expense, that will enable the Employer to determine the employee's fitness for performance of his/her duties. When it is determined that the employee's absence from duty is unnecessary, the Employer may require the employee to either return to work or resign.
- 12.8 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment.
- 12.9 Any employee who by reason of sickness or injury receives Workers Compensation benefits may receive from the Employer additional differential benefit from the accumulated sick leave, vacation leave, or other accumulated leave time, but the total weekly compensation including leave and compensation benefits shall not exceed the weekly base rate of an employee.
- 12.10 Sick leave may be used when there is a serious illness in the employee's immediate family; i.e. wife, husband, son, daughter, son-in-law, daughter-in-law, step-son/daughter, father, mother, step-mother/father, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchildren and grandparents.
- 12.11 Upon death or retirement, an employee will be paid for one-half (1/2) of the accumulated regular sick leave, up to ninety (90) days, to be paid at the current rate of pay in effect for the employee. This provision shall not apply in the case of termination of employment for causes other than death or retirement, when an employee is eligible and may begin drawing PERA retirement benefits.
- 12.12 Sick Leave used as Funeral Leave. See Section 13.6.
- 12.13 Paid Unused Sick leave. See Section 17.5 Sibley County Personnel Policy dated January 25, 1994.
- 12.14 Employees performing Honor Guard duties for military funerals may use up to 16 hours of banked sick leave per year for said duties.

ARTICLE 13. LEAVES OF ABSENCE

- 13.1 General Conditions: To the extent possible, requests for leave shall be made by employees prior to the beginning of the periods of absence, and no payment for any absence shall be made until the leave is properly approved. An employee on an

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approved leave of absence may cancel the leave and return to work early with the approval of the Employer. The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds the employee is using the leave for purposes other than those specified at the time of approval.

- 13.2 The Employer shall continue to pay its share of insurance benefits as provided by Article 16, for employees on leave of absence with pay. Employees on leave of absence without pay who are eligible to participate in the insurance coverage and who choose to participate while on leave shall be able to do so, but shall pay the full premium costs of such coverage.
- 13.3 Employees on approved paid leaves of absences shall continue to accrue Service, Department, and Classification seniority. Employees on leave without pay shall retain all unused, accrued vacation and sick leave, but shall not accrue additional vacation, sick leave or seniority during their leave and may not utilize such benefits during the period of leave.
- 13.4 Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the step of the salary schedule where he/she was when the leave began, with any adjustments added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the other on salary schedule, or toward length of service required to complete a probationary period.
- 13.5 **Military Duty Leave:** In accordance with State and Federal laws, any employee required by official military order or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of the active duty required for such training, not to exceed fifteen (15) calendar days per calendar year. The employee shall present the Employer with official copies of the order received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.
- 13.6 **Sick Leave Used as Funeral Leave:** A maximum of three (3) days leave without loss of pay will be allowed when a death occurs in an employee's family, i.e. wife, husband, son, daughter, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchildren and grandparents. Two additional work days may be allowed when travel is necessary, only if prior approval of the County Engineer is obtained. Funeral leave will be allowed to attend the funeral of a Sibley County employee or retired employee, and two days per year funeral leave for any close friend of the employee. All time taken for sick leave will be charged against the employee's regular sick leave.
- 13.7 **Jury Duty:** Employees shall be granted a leave of absence anytime they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for each day of jury

duty. If excused from jury duty during the work day, the employee shall return to his/her work station for the balance of the day.

13.8 Leaves Without Pay: At the discretion of the Employer, a leave of absence without pay for reasons other than disability, may be granted to any employee requesting such leave in writing.

13.9 Parental Leave: Such leave shall be granted according to state law.

13.10 Union Business: The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the department.

ARTICLE 14. ABSENCE WITHOUT LEAVE

14.1 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 15. ALLOWANCES

15.1 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 Sibley County Board of Commissioners.

15.2 Employer shall pay a clothing allowance at the end of the calendar year to each employee covered under this contract. Employees who terminate during the calendar year, new hires and part time employees shall receive a pro rata amount of the allowance

2017 \$315.00

2018 \$330.00

Employer will pay for five initial County approved T-shirts and each year thereafter one additional T-shirt.

15.3 Safety Jackets: Employer agrees to reimburse employee up to \$175 towards the purchase or replacement of an employer approved safety jacket or other county approved personal protective equipment. Employer will retain the right to determine replacement need.

ARTICLE 16. INSURANCE

16.1 Insurance Coverage on Employees: The Employer shall continue to carry a health/accident and life insurance policy or policies, with a major medical clause, or one of comparable coverage for the employee and his/her dependents. The Employer shall notify the Union of any changes of the insurance policies.

2017 Insurance Contribution as contributed for non-union employees of the County:

Single Coverage: \$680.68
Family Coverage: \$913.68

2018 Insurance Contribution shall be as contribution for non-union employees of the County

Part-time shall not be eligible for insurance coverage.

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

16.3. The County will self-insure personally owned tools of union employees working under the Mechanic job description. The level of coverage shall be equal to the current replacement value up to \$30,000 per mechanic for loss by theft or fire of the personal tools stored on county premises and used on county equipment. Within thirty (30) days of purchase, the mechanic shall file an updated inventory of tools eligible for coverage with the Public Works Director.

ARTICLE 17. RIGHT OF SUBCONTRACT

17.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement.

17.2 In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, and such subcontracting or contracting out shall result in the layoff of current employees of the Employer, the Employer shall notify the Union when such determination is made, but in no case less than fifteen (15) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the Impact on the unit.

ARTICLE 18. INDIVIDUAL RIGHTS

18.1 Employees have the right to join or to refrain from joining the Union. Neither the

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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 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 19. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 19.1 This Agreement shall represent the complete Agreement between the Union and Employer.
- 19.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each has the unlimited right and opportunity to make requests and proposals with respect to any subject 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. 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 or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

ARTICLE 20. SAVINGS CLAUSE

- 20.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and Sibley County. In the event any provision of this Agreement shall be held to be contrary to law by a court or administrative agency 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. DISCIPLINE AND DISCHARGE

- 21.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.
- 21.2 Employees who are suspended or discharged shall be notified of such action in writing. The Employer shall have no duty to notify the Union of such disciplinary action.
- 21.3 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.

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- 21.4 An employee shall be given a copy of any written entry to his 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 personnel file and all documents therein at reasonable times and under conditions determined by the Employer.
- 21.5 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 any employee of the provisions of the Section.

ARTICLE 22. SALARY RATES

22.1.1 Employees shall be compensated in accordance with the schedules attached hereto as Appendix A.

- a. 2017
 - i. 2% January 1 (first payroll that includes January 1)
 - ii. 2% on the 13th Payroll
- b. 2018
 - i. 2% January 1 (first payroll that includes January 1)
 - ii. 2% on the 13th Payroll

22.1.2 Employees will be eligible for annual merit increase as described in the Sibley County Classification and Compensation Guidelines and Procedures.

After reaching Maximum on the pay scale, employee is "redlined" and employee will be eligible for a two percent (2%) off-base merit payment calculated upon 2080 hours per year for full-time employees. Said two percent (2%) lump sum payment will be pro-rated and paid as miscellaneous merit pay in each payroll period. Employee's base pay rate will remain at Maximum. Unpaid leave time shall not be credited toward merit pay. (See Articles 13.3 and 13.4)

- 22.2 New employees shall normally be paid at the minimum step 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 qualification of the new employee or by lack of available qualified eligible persons at the minimum rate. Upon satisfactory completion of the probationary period, employees shall receive a one-step salary increase effective the first payroll period after completion of their probationary period.
- 22.3 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.

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22.4 An employee who is specifically assigned to perform work that is at a higher classification shall receive his/her regular rate of pay for the first ten (10) working days of such work, and shall receive the higher classification rate for each day thereafter. Work out of classification for the purpose of this Section shall mean the performance of work more than fifty percent (50%) of which shall exclusively be covered by a higher classification.

ARTICLE 23. TERM OF AGREEMENT

23.1 This Agreement shall be in full force and effect from January 1, 2016 to December 31, 2018, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by October 1 prior to the anniversary date that it desires to modify or terminate this Agreement.

Appendix A Wage Scale

ARTICLE 22. SALARY RATES

22.1.1 Employees shall be compensated in accordance with the schedules attached hereto as Appendix A.

- a. 2017
 - iii. 2% January 1 (first payroll that includes January 1)
 - iv. 2% on the 13th Payroll
- b. 2018
 - v. 2% January 1 (first payroll that includes January 1)
 - vi. 2% on the 13th Payroll

2017

<u>Grade</u>	<u>Min</u>	<u>Max</u>	<u>Classification</u>
9	\$17.65	\$26.34	Hwy Maintenance
10	\$18.65	\$27.91	Sign Technician
11	\$19.76	\$29.65	Mechanic

2018

<u>Grade</u>	<u>Min</u>	<u>Max</u>	<u>Classification</u>
9	\$18.00	\$26.87	Hwy Maintenance
10	\$19.02	\$28.47	Sign Technician
11	\$20.16	\$30.24	Mechanic

County of Sibley/AFSCME #65 (Highway Unit)
January 1, 2017 through December 31, 2018

COUNTY OF SIBLEY:

Gary Kuggel
Chair, Sibley County Board

ATTEST:

[Signature]
County Administrator

DATED:

02-14-2017

Approved as to form and execution:

[Signature]
Sibley County Attorney

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL NO. 65:

[Signature]
Bargaining Committee Member
DATED: 1-27-17

James Mueller
Bargaining Committee Member
DATED: 1-27-17

[Signature]
Bargaining Committee Member
DATED: 1-27-17

[Signature]
AFSCME Business Agent
DATED: JANUARY 20, 2017

**STATEMENT
CONCERNING
SEXUAL HARASSMENT**

The Employer and the Union believe that all employees have a right to work in an atmosphere free of sexual harassment. To this end the Employer has adopted a specific personnel policy dealing with sexual harassment. Any employee who believes that he/she has been subjected to improper sexual harassment is urged to consult that policy. In addition the employee is urged to contact the Human Resource Coordinator, his/her supervisor and his/her Union steward or staff representative if he/she is confronted with sexual harassment while an employee of the County.

