

LABOR AGREEMENT

BETWEEN

COUNTY OF STEARNS

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL UNION #748

MAINTENANCE UNIT

COVERING PERIOD OF

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

Table of Contents

ARTICLE 1 - Intent and Purpose	1
ARTICLE 2 - Recognition.....	2
ARTICLE 3 - Employer Rights	3
ARTICLE 4 - Union Rights	4
ARTICLE 5 - Hours of Work and Premium Pay	5
ARTICLE 6 - Holidays.....	9
ARTICLE 7 – Paid Time Off.....	11
ARTICLE 8 - Seniority	18
ARTICLE 9 - Filling of Vacancies and Transfers	21
ARTICLE 10 - Layoff and Recall	23
ARTICLE 11 - Grievance Procedure.....	25
ARTICLE 12 - Discipline.....	27
ARTICLE 13 - Leaves of Absence.....	28
ARTICLE 14 - Overtime.....	29
ARTICLE 15 - Health and Welfare	30
ARTICLE 16 - Safety	32
ARTICLE 17 - Pay Plan.....	33
ARTICLE 18 - Savings Clause	38
ARTICLE 19 - Complete Agreement and Waiver of Bargaining	39
ARTICLE 20 - Other.....	40
ARTICLE 21 - Term of Agreement	41

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ARTICLE 1 - Intent and Purpose

This agreement is entered into as of January 1, 2016 between the County of Stearns (hereinafter called the "Employer"), and the American Federation of State, County and Municipal Employees, AFL-CIO, Local Union #748 (hereinafter called the "Union").

1.1 The purpose of this Agreement is to:

- A) Promote and insure harmonious relations, cooperation and understanding between the Employer and its employees.
- B) To establish standard hours of work, rates of pay and working conditions; and to these ends the Employer pledges its employees considerate and courteous treatment and the employees, directly and through the Union, pledge the Employer loyal and efficient service.

ARTICLE 2 - Recognition

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes for a unit composed of all employees of Stearns County assigned to the Highway Maintenance Division of the Public Works Department, the Parks Maintenance Department, or the Building Maintenance Department, provided such employees are not excluded from the definition of "public employee" contained in Minnesota Statutes, Section 179A.03, subd. 14, as amended through 1987, excluding supervisory and confidential employees.
- 2.2 Any personnel assigned to a classification not in existence at the time this Agreement is executed shall be excluded or included, by mutual agreement or through Bureau of Mediation hearings if agreement is not reached by the parties.
- 2.3 The Employer shall not enter into any agreement with employees included in the bargaining unit covered by this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.
- 2.4 Neither the Union nor the Employer shall discriminate against or harass any employee because of race, color, creed, religion, national origin, sex, age, marital status, public assistance status, veteran status, disability, sexual orientation, union membership or non-membership.

The Employer and the Union agree to adhere to the employer's Respectful Workplace Policy.

ARTICLE 3 - Employer Rights

- 3.1 The Employer retains the full and unrestricted right to operate and manage all manpower facilities and equipment; to establish functions, policies and programs; to set and amend budgets; to determine the utilization of manpower and technology; to establish and modify the organizational structure; to select, assign, direct and determine the number of personnel; to establish work schedules, and to perform any managerial function not specifically limited by this Agreement. All right and authority which the Employer has not specifically abridged, delegated or modified by express provisions in this Agreement are retained by the Employer.

ARTICLE 4 - Union Rights

- 4.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Deductions shall be based upon the amounts certified as correct from time to time by AFSCME Maintenance Unit 748 and shall be made, continued, and terminated in accordance with the terms of said authorization card. The Employer agrees to deduct a fair share fee for services rendered by the Union to employees of the bargaining unit who are not members of the exclusive representative upon request of the Union and in conformance with the provisions of M.S. 179A.06, subd. 3. The Union agrees to indemnify and hold the Employer harmless against any claim, suit, order or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

- 4.2 Political Action Committee: Upon receipt of a properly executed voluntary authorization card from an employee, the County will deduct from the employee's salary such amounts as the employee authorized to pay to AFSCME PEOPLE.

ARTICLE 5 - Hours of Work and Premium Pay

- 5.1 The standard guaranteed work week shall be five (5) consecutive eight (8) hour days, Monday through Saturday. All work performed in excess of forty (40) hours in any work week shall be paid at time and one-half (1-1/2) rates. All overtime work must be authorized in advance by the Employer, through its supervisors. No employee shall be required to take time off in lieu of overtime pay. For purposes of computing overtime, holidays, paid time off, extended sick leave and funeral leave shall be considered as time worked. Compensatory time taken shall not be considered as time worked for computing overtime.
- 5.1.1 Normal work hours shall be: Highway and Parks--7:30 a.m. to 4:00 p.m.; Building Maintenance--6:00 a.m. to 4:30 p.m. (8 hours within that time frame); Custodians--11:00 a.m. to 9:00 a.m. (8 hours within that time frame); and Caretakers--7:30 a.m. to 10:00 p.m. (8 hours within that time frame).
- 5.1.2 Nothing in this section shall be construed to limit the Employer's authority to implement the lay off of any employee in increments of forty (40) hours or more, provided such lay off is effective on the first work day of a calendar week and, further, provided that at least forty eight (48) hour notice has been given to the affected employees.
- 5.2 Employees shall receive one (1) fifteen (15) minute rest period for each four (4) hour shift at a time which is designated by their immediate supervisor, and such rest periods shall be considered part of the scheduled time worked. The noon lunch period for Highway and Parks shall be thirty (30) minutes and shall not be considered part of scheduled time worked. The noon lunch period for Building Maintenance shall be thirty (30) minutes and shall not be considered part of scheduled time worked. The meal period for Custodians in Building Maintenance shall be one-half hour. They shall also have 2 fifteen minute breaks.
- 5.3 Employees in the Highway Department will have summer hours beginning the Monday preceding Memorial Day through the Thursday preceding Labor Day. Those summer hours will consist of four ten (10) hour days.

Overtime will be compensated for hours worked in excess of the normal work week (40 hours).

Paid time off or any other leave taken for a day will be deducted for the entire ten (10) hours. Partial leaves of absences will be deducted as actual hours.

Holidays are considered as ten (10) hours of paid leave.

In case of emergency, one or all of the AFSCME Highway maintenance employees may be called in on the remaining three days of the week (Friday-Sunday).

Break periods will remain as two (2) paid fifteen (15) minute breaks during the day and an unpaid lunch period of thirty (30) minutes.

5.3.1 Park Department employees may have a different work schedule during the time period referenced in 5.3 by mutual agreement.

5.3.2 Building Maintenance Department employees (both custodians and maintenance) may have a ten (10) hour day schedule by mutual agreement of management and the Union.

After such a schedule is implemented a thirty (30) day written notice must precede a termination of this type of schedule. This thirty (30) day written notice may be waived by mutual agreement of management and the Union.

Paid time off or any other leave taken for a day will be deducted for the entire ten (10) hours. Partial leaves of absence will be deducted as actual hours.

Holidays are considered as ten (10) hours of paid leave.

In case of emergency, one or all of the AFSCME Building Facilities employees may be called in on the remaining days of the week.

There will be two (2) paid breaks during the shift, 20 minutes for the first break and 15 minutes for the second break; and an unpaid lunch period of thirty (30) minutes.

5.4 All work performed on a regular designated holiday or Sunday shall be paid for at double time rate. If not scheduled to work on Sunday and called in, work shall be paid at double time. Work on a holiday will be paid at double time. For Custodians and Caretakers, Sunday is a regularly scheduled workday.

5.5 Comp time in place of overtime pay will be earned at the Employee's discretion and used under the same rules that govern paid time off. (Employees may earn comp time to a maximum of 80 (eighty) hours at any time. Hours must be reduced to sixty (60) by November 30th of each year of the contract. Employees may carry sixty (60) hours over into the next calendar year.)

5.6 An employee called back to work after completion of his/her regularly scheduled shift or on a day on which he/she is not scheduled to work shall receive a minimum of two (2) hours of pay at the time and a half rate. When an employee reports for work in accordance with his/her schedule, without having been previously notified not to report, he/she shall receive a minimum of two (2) hours of work or two (2) hours pay in lieu of such work.

- 5.7 An employee who performs work in a higher classification for a period of three (3) consecutive working days shall be paid within the range of the higher classification which ensures an increase to a step that is at least 5% of their actual salary or placement at the higher salary range minimum, whichever is greater, for all hours worked in that classification back to the first day working out of class once the three (3) consecutive days have been worked. No employee shall be removed from the higher class work solely to avoid payment of the higher rate.

The exception to this section will be that the Mechanic position at Highway will be eligible to be paid for all hours worked out of class.

- 5.8 When employees are called into work before their normal work hours and are sent home after eight (8) hours (before the end of their regular shift), the County will pay one bonus hour (paid at straight time).

Should employees be called in before their normal work hours and work more than eight (8) hours, the employee will be paid eight (8) hours straight time, one hour bonus and any overtime as appropriate.

If employees are called in early but due to pre-approved PTO, then leaves before eight hours, then employees are paid for hours worked at straight time, the number of PTO hours needed to reach the number for a regular shift and one bonus hour.

After those employees have gone home and it becomes necessary to send out additional personnel those individuals may be drivers other than the regular route drivers. This does not preclude sending additional employee(s) to assist with the assigned route.

Bonus hours shall not apply to pre-scheduled trainings employees are scheduled to attend. If the training lasts more than eight (8) hours, overtime provisions shall apply.

- 5.9 If Highway maintenance employees are assigned to a temporary shift assignment, which will last no longer than 45 working days, they will be paid one bonus hour in addition to their regular rate of pay for working each shift of that assignment. Assignment to this shift will require a 48 hour notice. A list will be posted for ten (10) working days once each year to get volunteers for this assignment. Sign-up for this list shall be restricted to Maintenance Workers unless the work is normally done by another classification in which case such individuals are eligible for sign-up. The basis of selection of those individuals will be: at least one qualified individual will be selected if a work party of more than one is necessary, but not more than one qualified individual is necessary. If more than one individual is qualified, the most senior will be selected.

Further selection will then be based on seniority. Seniority selection may work one of two ways. If everyone wants the job, the most senior gets it, and it works back to the least senior. If no one wants it, then the least senior will be assigned. The assignments will

move up the seniority list from there.

This provision (5.9) does not apply to the winter maintenance schedule provided for in 5.11.

5.10 Should Highway Maintenance employees be assigned to a Tuesday through Saturday shift:

- A) Such assignment will be posted in advance.
- B) Prior notice of at least ten (10) days will be given before the assignment begins.
- C) Seniority will prevail in the assignment, provided that if qualifications are necessary, that the individual is qualified.

5.11 The employer may establish a winter maintenance schedule in the St. Cloud shop to be used in severe or extreme road conditions for snow and ice control operations. The schedule shall be posted at least fourteen (14) calendar days in advance of the effective date each fall. The posted schedule shall also cite the date each spring when winter maintenance schedules shall no longer be in effect.

The employer may split the available St. Cloud shop employees into more than one (1) shift.

Winter maintenance schedules may be declared to be in effect only when severe or extreme road conditions exist or are forecast. When severe or extreme road or weather conditions do not exist or are not forecast, and an employee is called outside of the established work schedule for operations such as spot sanding or plowing isolated patches of snow and ice, such assignment must be made on an overtime basis, unless such work is provided for elsewhere in the contract.

When such maintenance schedule is in effect, overtime rates shall be paid only for those hours worked in excess of the number of hours in the employee's established schedule before the winter maintenance schedule was activated. Employees assigned to this shift will be paid for their hours worked, overtime as appropriate and one bonus hour for each shift worked.

ARTICLE 6 - Holidays

6.1 The following holidays shall be recognized as paid holidays for all employees covered by this Agreement:

January 1	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	President's Day
Friday afternoon before Easter Sunday	Good Friday Afternoon
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day (Highway & Parks only)
November 11th	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving (Building Maintenance only)
Christmas Eve in those years when it is a regularly scheduled work day.	Christmas Eve Day
December 25	Christmas Day
Personal Days	0-3 Years of Service = 1 4-14 Years of Service = 2 15+ Years of Service = 3

6.2 For employees working Monday through Friday when New Year’s Day, the Fourth of July, Veteran’s Day or Christmas Day fall on a Sunday, the holiday shall be Monday. When New Year’s Day, the Fourth of July, Veteran’s Day or Christmas Day fall on a Saturday the holiday shall be Friday.

- A) For employees working Monday through Friday, Christmas Eve Day shall be a holiday when it is Monday through Thursday.
- B) For employees working Monday through Friday, all other holidays will be observed on the actual holiday.
- C) For employees whose regular work schedule is not Monday through Friday, New Year’s Day, the Fourth of July, Veteran’s Day or Christmas Day shall be a holiday on that day if it is a regularly scheduled workday. If those days are not regularly scheduled workdays, the day shall float within the same pay period.

Employees working outside a regularly scheduled Monday through Friday

schedule (i.e. Building Facilities, Parks, etc.) will receive a floating holiday within a 40-hour work week during that pay period if Christmas Eve Day is not a scheduled workday for them, but is a holiday for those working Monday through Friday. Floating holiday will be scheduled for mutual agreement between management and the employee.

The maximum number of hours received for Christmas Eve Day holiday will be based on employees regularly scheduled to work Monday through Friday.

- D) For employees whose regular work schedule is not Monday through Friday all other holidays will be observed on the actual day if a scheduled workday. For holidays that are not regularly scheduled workdays the holiday shall float within the same pay period. Floating holidays will be scheduled by mutual agreement between management and the employee.
- 6.3 For Good Friday afternoon, employees will receive four (4) hours of straight holiday pay. (Building Facilities will receive five (5) hours straight holiday pay.)
- 6.4 To be eligible to receive compensation for an observed holiday, employees shall not have been absent without leave on the work day before or the work day after the holiday (authorized PTO or extended sick leave does not constitute absence without leave).
- 6.5 A Personal Day must be used within the calendar year to which it applies and may not be carried forward to the following year. This day will be governed as the same rules as those for PTO except that a Personal Day may be used by a probationary employee under the same rules as PTO. A personal day may not be segmented but must be used as a complete unit of time.

ARTICLE 7 – Paid Time Off

- 7.1 Paid time off may be utilized for any purpose subject to the needs of the employer to retain appropriate staffing and service levels. Therefore it must be requested in advance, and its use is subject to pre-approval by the employee's supervisor. In those circumstances in which pre-approval could not be requested, the supervisor's approval must be sought as soon as reasonably possible. Requests would not be unreasonably denied. Unauthorized use of paid time off will be subject to disciplinary action.
- 7.2 All requests for use of paid time off of three (3) days or more shall be submitted to the department director as soon as practical, and at a minimum of twice the duration of the requested leave prior to the commencement of that leave. All paid time off requested before March 15 of each year will be honored on a seniority basis within work groups. All paid time off requested after that date will be honored on a first come, first serve basis. Responses to paid time off requests will be given within a reasonable time. If there arises a conflict as to desired paid time off time, the most senior employee shall have his/her choice.
- 7.3 The minimum time frame for which paid time off may be requested is one-half hour.
- 7.4 Paid time off is credited each pay period and may not be used until it is posted to the employee's electronic pay summary.
- 7.5 Paid time off shall not vest for purposes of use or banking under this policy until completion of the probationary period. However, probationary employees may use up to three (3) days of paid time off during the initial probationary period.
- 7.6 Employees receiving Workers' Compensation may use accrued paid time off or extended sick leave to make up the difference between what they are receiving and their regular salary.
- 7.7 An employee may retain up to forty hours of paid time off and up to forty hours of extended sick leave for use after returning from the unpaid leave of absence for medical reasons or pursuant to the FMLA or state parenting leave law. An employee will be eligible to receive donated leave only after the employee's accrued paid time off has been reduced to no more than three (3) days.
- 7.8 An employee taking an unpaid leave of absence granted by the County for other than medical reasons or the FMLA or state parenting leave law must use all accrued PTO hours before beginning the unpaid leave.

In the event an employee chooses to use paid time off for their own medical condition requiring medical treatments or a medical/surgical procedure that would impair one's

performance, the employee will be required to provide a return to work authorization form from their medical provider upon their return to work. The medical authorization of workability is required in the Human Resources Office prior to the start of the employee's workday.

7.9 Employees will have paid time off credited to their account based on the following schedule:

Regular part-time employees shall have paid time off credited to their account on a prorated rate.

Years	Day Earned/Per Month	Hours Earned/Pay Period
During the first and second years of employment	1.75	6.46
During the third and the fourth years of employment	2.00	7.38
During the fifth, sixth and seventh years of employment	2.25	8.31
During the eighth and ninth years of employment	2.42	8.94
During the tenth, eleventh, twelfth, thirteenth and fourteenth years of employment	2.58	9.53
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of employment	2.67	9.86
During the twentieth and all succeeding years of employment	2.75	10.15

Employees hired on or after January 1, 2014 can accumulate PTO up to a maximum of 1040 hours.

For employees hired prior to January 1, 2014, the amount of PTO that can be accumulated by employees as of December 31 of each year will be limited to 1300 hours. Any employee that has over 1300 hours on December 31, 2010 will be grandfathered. Employees that accumulate over 1300 hours in any particular year and do not have their PTO balance below 1300 hours by December 31 will have their balances adjusted to 1300 hours and any hours above 1300 will be forfeited.

7.10 An employee selected to be a pallbearer for a deceased employee of the County or retired co-worker of the County shall be allowed one day, with pay, not to be deducted

from paid time off.

- 7.11 An employee shall be authorized up to a maximum of three days as funeral leave days on the occasion of death in the employee's immediate family. "Immediate family" for the purpose of this section shall be defined as the employee's spouse/fiancé/significant other, children, parents, mother-in-law, father-in-law, brother, sister, brother in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or a ward of the employee's household.

This leave may be used as PTO or extended sick leave upon the employee's request.

A maximum of one day of PTO or compensatory time will be granted on the occasion of the death of employee's aunt or uncle; grandparents or grandchildren of the employee's spouse.

- 7.12 An employee may cash out or designate to their deferred compensation account paid time off by completing the appropriate form requesting such cash out. Cash out of paid time off must be made in whole hours. Following a cash out the employee must have a balance of at least eighty (80) hours and have used a block of at least forty (40) hours in the same calendar year. In no case can a cash out exceed the amount of PTO actually used hours in this period of time. The maximum cash out will also be limited to a set number of hours based upon the number of years of service the employee has with the County. The limits on cash out hours will be as follows:

Years of Service Completed with Stearns County	Maximum Hours Available to Cash Out Annually
1 completed year	10
2 completed years	20
3 completed years	30
4 and any additional completed years	40

- 7.13 Severance Plan A

An employee may select either Plan A or B but the choice once made is irrevocable with the exception that an employee may change their choice one time provided that it is done at least two (2) years prior to leaving County service. A change made less than two (2) years prior to leaving County service shall not be effective and the severance would be paid out based on the previous choice.

After an employee has successfully completed probation, an employee who leaves the employment of the County in good standing shall be compensated for previously credited

and unused hours of paid time off at the current rate of pay subject to the following rules:

- 100% of the first 525 hours at 100% of regular pay rate at time of resignation/retirement.

The above amounts will be further limited by the following restrictions:

- An employee with less than one year of service will be limited to no more than forty (40) hours regardless of the employee's current unused hours of paid time off.
- An employee with one (1) complete year of service but less than two (2) complete years will be limited to no more than one hundred (100) hours regardless of the employee's current unused hours of paid time off.
- An employee with two (2) complete years of service but less than three (3) complete years will be limited to no more than two hundred (200) hours regardless of the employee's current unused hours of paid time off.
- An employee with three (3) complete years of service but less than four (4) complete years will be limited to no more than three hundred (300) hours regardless of the employee's current unused hours of paid time off.
- An employee with four (4) complete years of service but less than five (5) complete years will be limited to no more than four hundred (400) hours regardless of the employee's current unused hours of paid time off.
- An employee with five (5) complete years of service but less than six (6) complete years will be limited to no more than five hundred (500) hours regardless of the employee's current unused hours of paid time off.
- An employee with six (6) or more complete years of service or more will be limited to no more than five hundred twenty-five (525) hours regardless of the employee's current unused hours of paid time off.

7.14 Severance Plan B

An employee may select either Plan A or B but the choice once made is irrevocable with the exception that an employee may change their choice one time provided that it is done at least two (2) years prior to leaving County service. A change made less than two (2) years prior to leaving County service shall not be effective and the severance would be paid out based on the previous choice.

- 1) Any regular employee, who has at least ten years of service and whose effective

date of employment was before June 1, 1983, shall be eligible for severance payment equal to 100% of previously credited and unused paid time off and 75% of the employee's previously credited and unused extended sick leave with the combination of the two not to exceed 840 hours for separations occurring as a result of resignation in good standing or retirement based on disability as defined by the employee qualifying for PERA disability benefits.

- 2) Any regular employee who has at least ten years of service and whose effective date of employment was before June 1, 1983, shall be eligible for severance payment equal to 100% of previously credited and unused paid time off and 100% of previously credited and unused extended sick leave with the combination of the two not to exceed 1184 hours for separations occurring as a result of death while a covered employee or retirement pursuant to retirement provisions applicable to PERA members.
- 3) Any regular full-time employee or part-time employee whose effective date of employment was on or after June 1, 1983, shall be eligible for severance payment equal to 100% of previously credited and unused paid time off and 75% of previously credited and unused extended sick leave with the combination of the two not to exceed the total dollar amount of the regular rate of pay times 290 hours plus \$2,650, after at least ten (10) years of service, for separation due to death, retirement pursuant to PERA eligibility requirements, or resignation.

7.15 When an employee is eligible for a severance payment upon leaving County employment, the dollar amount will be calculated based on the severance plan selected by the employee and the method determined by that selection (7.13 or 7.14 above). After the dollar amount has been calculated, how it is paid will be determined by the following rules:

- If the employee has not completed three (3) years of continuous County service, the payment will be made directly to the employee
- If the employee has completed three (3) years of continuous County service, the following chart will be used to determine what percentage of the payment will be made into the Voluntary Employee Beneficiary Association (VEBA) established by the County:

If your PTO accrued balance is less than 150 hours: 0 %

If your PTO accrued balance is 150-200 hours: 25%

If your PTO accrued balance is 201-250 hours: 50%

If your PTO accrued balance is 251- 350 hours: 75%

If your PTO accrued balance is more than 350 hours: 100%

- The percentage of the balance (if any) which did not go into the VEBA will be

paid directly to the employee

- 7.16 In the event an employee has been separated and paid severance pay, pursuant to this article, and is subsequently re-employed, s/he will be placed into the Paid Time Off Plan as though he/she was a new employee. No employee shall receive in total severance payments from the County more than 525 hours at 100 percent of the employee's hourly rate of pay.
- 7.17 The employee's paid time off balance at time of layoff will be reinstated, if they are recalled from layoff without having been paid the severance amounts noted above. This reinstatement will not occur if severance has been paid to the employee.
- 7.18 Following a layoff an employee may request severance payment no sooner than thirty (30) days after the layoff. The employee may, however, choose to leave the severance payment with the County until the layoff period expires. A layoff period expires after the employee has been on layoff for two (2) years except as a different time period may apply pursuant to union contract.
- 7.19 Access to use of the Extended Sick Leave Bank will be restricted to those times in which an employee's absence is a minimum of two (2) full consecutive work days at which time the employee's absence will be charged to the Extended Sick Leave Bank to the extent that hours are in this account retroactive to the first day and the PTO charged to those days will be reinstated to the employee's PTO account. The employer may request medical documentation supported by an actual doctor's visit in these instances.

Having met the above requirements, such leave may be used for illness, injury, disability, outpatient or inpatient treatment for physical/mental illness, alcoholism, or drug addiction.

- Such leave may be used for absences due to an illness of the employee's child (who is under 18 years of age or under age 20 and still attending secondary school) for such reasonable periods as the employee's attendance with the child may be necessary (the same policies which apply to PTO and Extended Sick Leave Bank use for the employee's own illness apply to situations involving the employee's child).
- Each employee may use up to a maximum of three (3) days extended sick leave per year in lieu of deductions from pay for absence from work due to a bona fide illness in the immediate family or of employee's parents or adult children.
- However, if an immediate family member is hospitalized, the employee may use such extended sick leave each year up to half the leave balance already accrued.
- An employee may use such Extended Sick Leave Bank to the full extent of the

accrual during approved leave under the FMLA for a serious health condition even if the employee is not the one who has the condition for which the leave was granted.

- 7.20 The current Deferred Sick Leave Bank that an employee may have will be frozen. It will be available for use only when any hours in the Extended Sick Leave Bank are exhausted. Its use will be subject to the same restrictions as that placed on the Extended Sick Leave Bank. Use of Deferred Sick Leave Bank is restricted to major medical problems.
- 7.21 Deferred Sick Leave Bank Balances (this was previously accrued sick leave in excess of 900 hours) shall not be used to determine severance pay in any manner for any employee.

ARTICLE 8 - Seniority

- 8.1 Seniority shall apply separately in the Maintenance Division of the Highway Department, the Building Maintenance Department, and Park Maintenance Department. New full time and/or part time employees hired shall be considered as probationary employees for the first 1040 hours in paid status, excluding donated leave.
- 8.2 The Employer shall establish seniority lists, current as of the effective date of this Agreement and up dated annually in April.

Seniority shall be the length of continuous employment with the Employer within the bargaining unit based on hours worked. Separate seniority lists shall be established for overall unit seniority and each classification series which includes employees covered by this Agreement. Each such list shall rank employees in order of highest to lowest seniority within the classification series and overall unit seniority.

The Employer shall post the seniority lists on the Stearns County intranet and deliver them by email to the Union Stewards. Any employee or the Union shall be obligated to notify the Employer of any error in the lists within thirty (30) calendar days of such posting. If no error is reported within this thirty (30) calendar day period, the list will stand correct as posted until the next seniority posting.

Classification Series:

- I) Maintenance Worker (Hwy)
- II) Sign Technician
- III) Mechanic
Welder
- IV) Maintenance Worker (Parks)
Park Maintenance Coordinator
- V) Custodian
- VI) Building Facilities Maintenance Technician
Building Facilities Carpenter
- VII) Electrical Apprentice
Electrician – Journeyman
Master Electrician

VIII) Plumber
Master Plumber

8.3 An employee shall lose seniority for the following reasons only:

- A) He/she resigns.
- B) He/she is discharged and the discharge is not reversed through the grievance procedure.
- C) He/she is absent for two (2) consecutive working days without notifying the Employer; in proper cases, exceptions will be made. In the event of a discharge pursuant to this subsection, the Employer will send written notification to the employee at his/her last known address, that he/she has lost his/her seniority and that his/her employment has terminated. If the disposition made of any such case is not satisfactory to the Union, the matter may be referred to the grievance procedure.

8.4 Seniority for bumping purposes will not be limited to classification series if no positions are available within your series but include bargaining unit wide positions. When bumping is exercised outside the current classification series held by the employee at the time of layoff notification, the seniority will be based on County seniority in the bargaining unit not classification seniority.

8.5 Prior to the notification of layoff, Human Resources will meet and confer with the union to discuss possible alternatives to the layoff.

8.6 Upon notification of the need to reduce the work force, a list of the remaining available positions shall be given to those employees being laid off and those employees whose positions may be affected by bumping/bidding.

8.7 Prior to a reduction in the work force, all temporary, emergency and probationary employees would be laid off before any regular, non-probationary employees.

When a reduction in the work force occurs, the layoff will occur on the basis of reverse seniority within a classification. Prior to the actual layoff, those affected employees shall be pre-qualified for bidding on the remaining positions. This pre-qualification occurs through meeting the minimum qualifications used in the job posting or having previously held the position. Minimum qualifications for education may be met by substituting two (2) years of experience for one (1) year of related education unless a college degree is required. All affected employees will meet at a designated place and time to bid in order of seniority on the remaining positions. This bidding process will be coordinated by the Human Resources Department. When a position is taken by an employee with higher seniority, remaining employees shall continue to choose positions by seniority, until all

positions are filled.

- 8.8 The County shall notify affected employees of a pending lay-off and the reasons for the lay-off thirty (30) calendar days prior to said lay-off whenever possible.
- 8.9 Recall from lay-off shall be in order of seniority within each classification, provided that a recalled employee must indicate his/her intention to return to work within fourteen (14) calendar days of notification; failure to respond to recall as herein provided shall result in automatic termination of seniority and employment. Notice of recall shall be by certified mail with a return receipt requested. An employee shall remain on the recall roster for two (2) years, unless he/she fails to respond to a call notification. At the end of said two years, all employment and seniority rights shall terminate.
- If any vacancy exists in any department for which a person on a lay-off is qualified, the person on lay-off shall be offered the vacant position. Any employee on lay-off status who is offered employment in a substantially equal position in another department is required to accept such employment in order to retain status on the lay-off list.
- 8.10 All newly hired or rehired employees shall be required to serve a period of job probation. Additionally, any employee moving to a different position likewise shall be subject to a new probationary period. Probationary periods shall be for 1040 hours worked.
- 8.11 Upon completion of the probationary period, new or rehired employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment to a permanent position with the Employer.
- 8.12 During the new or rehire probationary period, employees shall earn paid time off and personal day benefits but such benefits shall not vest until regular status has been attained but no later than after 1040 hours of satisfactory employment.
- 8.13 Benefits shall accrue based on the latter of the anniversary date of hire or rehire.

ARTICLE 9 - Filling of Vacancies and Transfers

9.1 For purposes of this article, a regular vacancy is created when the employer determines to increase the work force and to fill a new position. A regular vacancy also occurs when any of the following personnel transactions take place in the bargaining unit and the employer determines to replace the previous incumbent:

- A) Termination (including retirement)
- B) Promotion, or
- C) Demotion

If the employer determines not to replace the previous incumbent, the union shall be given written notice within ninety (90) days.

9.2 Notice of all vacancies or new created positions in Highway, Parks, and Maintenance shall be posted in a conspicuous place in each shop where employees work. Such notice shall be posted for a minimum of five (5) working days (not to include Saturday, Sunday or holidays) prior to the filling of such vacancy or newly created position. Job vacancies shall be posted on the electronic recruiting system for at least seven (7) calendar days. Such notice shall state the position, classification, the work location and rate of pay for the job.

9.3 Whenever possible, a vacancy shall be filled with present employees, giving first consideration to qualifications for the job and seniority.

If it becomes necessary in making a promotion to bypass an employee's seniority, reasons for denial shall be given, in writing, to such employee, with a copy to the union.

The employee who is promoted shall be granted a forty-five (45) day trial period to determine 1) his/her ability to perform the job, and 2) his/her desire to remain on the job. If the employee does not wish to remain in the new position, he/she shall have the right during the forty-five (45) working day trial period to revert to his/her older or former position. The employee shall submit in writing his/her reasons to the Union, with a copy to the employer. At anytime during the first 1040 hours of time in paid status, excluding donated leave, if the employee is unsatisfactory in the position, notice and reasons shall be submitted to the Union, in writing, with a copy to the employee and the employee will be returned to his/her former position. The matter may then become a proper subject for the grievance procedure. During the trial period, the employee shall receive the rate of pay of the job he/she is performing. Management will make every effort to return employees to their original location when returning to former positions.

9.4 In the event the employer determines that a position work location is to be changed, the matter shall be posted for a minimum of five (5) working days (not to include Saturday,

Sunday or holidays) and employees in the affected classifications or any employee desiring a demotion may post for the new position location.

The criteria for selection to a position and a person to fill the new work location shall be the same as for filling a new position or vacancy. An employee who bids for and is granted a transfer shall not be afforded an opportunity to revert from the transferred assignment to his/her former position except by mutual agreement of the employee and employer. In the event the posted position is not filled through the employee bidding process, the employer has the authority to transfer the least senior employee within the classification, from whichever shop the employer chooses. The employer will not be restricted to the least senior employee in a classification if there is specialized equipment or training that is required. Involuntary transfer of personnel shall not affect seniority in the unit.

9.5 For a demotion to occur there needs to be a vacancy as determined by employer.

Employees in that classification series may bid to have the vacant slot. Routes and equipment will be offered to existing employees in that classification first based on seniority. Any transfer will need to be approved by management.

Employees seeking demotion in a different classification series need to apply for the final vacancy as part of the regular Human Resources recruitment process.

If an employee takes a demotion they shall be placed at the closest, lowest step they are eligible for based on years of service.

ARTICLE 10 - Layoff and Recall

- 10.1 The employer in its discretion shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employee(s) will be laid off in the following order:
- A) Temporary employees
 - B) Seasonal employees
 - C) Probationary part time employees
 - D) Part-time employees who work up to an average of 32 hours per week and more than 14 hours per week, no hours are guaranteed
 - E) Probationary full-time employees, and
 - F) In the event of further reductions in force, employees will be laid off from the affected classification giving first consideration to seniority and qualifications to perform the remaining work available. When two or more employees have relatively equal qualifications to do the work remaining available, the employee with the least seniority will be laid off first. An employee faced with layoff shall be allowed to bump an employee with less seniority in a lower classification providing that the employee exercising bumping rights is presently qualified to perform the work of the lower classification.

Employees may be permitted to take Enhanced Time Off (ETO), without pay, under the conditions outlined in the Stearns County Enhanced Time Off Program. Approval/denial would be required by the supervisor, Division Director and Department Director.

- 10.2 Employees will be given a notice of 10 working days before being laid off.
- 10.3 An employee will retain seniority but will not earn additional seniority while on layoff status.
- 10.4 The employee's extended sick leave balance at time of layoff will be reinstated, if they are recalled from layoff. This reinstatement will not occur if severance has been paid to the employee.
- 10.5 Severance paid out to laid off employees may be repaid by the employees with interest (at the same rate as charged to repay PERA contributions) if the employee desires to do so when recalled from layoff.

Severance pay shall only be paid once unless it is reinstated through employee repayment.

- 10.6 Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.
- 10.7 If an employee is recalled to a position in a lower rated job classification or to a part-time or a seasonal position, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification or to a part-time position which is less than 75% full time, the employee shall have the right to refuse the recall and remain on the recall list. The Employer shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and who are willing to be recalled to said classification.
- 10.8 Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Employer of his/her intention to return within five (5) working days after receiving notice of recall. The employee must be willing to report and to return to work within ten (10) working days following receipt of the notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee. It is the obligation and responsibility of the employee to provide the employer with his/her latest mailing address.

ARTICLE 11 - Grievance Procedure

- 11.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. Grievances shall be settled in the following manner:
- 1) The Union Steward, with the employee, shall take up the grievance within ten (10) working days of his/her knowledge of its occurrence with his/her immediate supervisor in writing if supervisor and employee cannot solve issue. The supervisor shall attempt to adjust the matter and shall respond to the Steward within ten (10) working days.
 - 2) In the event the grievance is not satisfactorily resolved, it shall be presented, in writing, by the Union Steward or the Union Grievance Committee to the employer designated representative within ten (10) working days after the response of the immediate supervisor is due. The Employer designated representative shall respond to the Union within ten (10) working days.
 - 3) If the grievance is still unsettled, the Union may, within ten (10) working days after the reply of the employer designated representative is due, present the grievance, in writing, to the appropriate department director or employer designated representative who shall respond to the Union within ten (10) working days.
 - 4) If the grievance is still unsettled, the Union may, within ten (10) working days after the reply of the department director is due, present the grievance in writing to the County Human Resources Director.
 - 5) If the grievance is still unsettled, the Union may, within ten (10) working days after the reply of the County Human Resources Director is due, by written notice to the County Human Resources Director, request mediation by the State Mediation Service.
 - 6) If no settlement is reached through mediation, the Union may, within ten (10) working days, submit the matter to arbitration in accordance with the procedures set forth in Minnesota Statutes Chapter 179A.
- 11.2 The fees and approved expenses of the arbitrator shall be borne equally by both parties. The decision of the Arbitration Panel shall be final and binding upon both parties.
- 11.3 The arbitrator shall render a decision in accordance with the requirements of Minnesota Statutes Chapter 179A. The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement, nor shall he/she substitute his/her discretion for that of either party.

- 11.4 If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim of the proceedings, the cost shall be shared equally. Each party shall be responsible for compensating its own witnesses or experts involved in an arbitration procedure.
- 11.5 If a grievance is not presented within the time limit 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 in each step may be extended by the mutual agreement of the employer and the Union in each step.
- If a grievance is based on a directive which originates higher than the individuals referred to in either (1) or (2), the grievance may be commenced at the level at which the action which resulted in the filing of the grievance occurred. In no case shall the process begin above (3).
- 11.6 Nothing in this Agreement shall provide a non-regular (probationary, temporary and seasonal) employee with a right to binding arbitration with regard to disciplinary action.
- 11.7 If a grievance involves the suspension or discharge of an employee who has attained regular status, the Union may elect to commence the grievance procedure by filing the written grievance with the County Human Resources Director at Step 4.

ARTICLE 12 - Discipline

12.1 Employees may be disciplined or discharged for just cause. Disciplinary action should be progressive and follow the steps listed below. The Employer may deviate from progressive discipline steps when the offense justifies the action.

- 1) Oral Reprimand
- 2) Written Reprimand
- 3) Suspension
- 4) Demotion
- 5) Discharge

Oral reprimands, if grieved, may not proceed to mediation and/or arbitration. All oral reprimands will be removed from the file after one (1) year, and written reprimands will be removed after three (3) years. Both of these time frames are contingent upon the fact that the disciplinary action is not related to an ongoing problem. The employee must request such removal in writing to Human Resources.

12.2 All discipline will be in written form. Documentation of oral reprimands and written reprimands, to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The affected employee and Union will receive a copy of such written reprimands and documentation of oral reprimands and notices of suspension, demotion and discharge.

12.3 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

12.4 Discharges will be preceded by a five (5) day suspension.

12.5 The employee shall have the right to have the Union present at any questioning for disciplinary action against an employee.

12.6 Nothing in this Agreement shall limit the Employer's right to terminate or discipline an employee during the initial probation period.

ARTICLE 13 - Leaves of Absence

- 13.1 Leaves of absence without pay for physical or mental illness may be granted for reasonable periods not to exceed one (1) year, without loss of classification seniority for longevity purposes. Such leaves may be extended upon request. At any time during the leave, the Department Director through Human Resources may request a physician's statement updating the employee's condition and projected date of return to work.
- 13.2 Leaves of absence shall be granted, with pay, for service on any jury, with any per diem received for such service turned in to the County (excluding travel allowance). Employees who are members of a reserve force of the USA or of this State, and who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the USA or this State, shall be granted leave time, with pay, up to a maximum of fifteen (15) days per year. Any employee who enters into active service in the Armed Forces of the USA while in the service of the Employer, shall be granted a leave of absence for the period of military service.
- 13.3 A leave of absence will only be granted when requested in writing prior to employment termination. Withdrawal of PERA accumulated deductions shall terminate any leave of absence and shall indicate regular employment severance.
- 13.4 Employees shall be paid at their regular rate of pay for time spent at the request of the County in preparing for and testifying in court, if required, because of an accident involving County equipment to which they were witnesses.
- 13.5 Employees will have the right to present requests for leaves of absence to the County Board if they have been denied by the department director.
- 13.6 Seniority shall not accrue during an unpaid leave of absence of over 160 hours.
- 13.7 Reference Article 7.7, Paid Time Off.

ARTICLE 14 - Overtime

- 14.1 When there is an opportunity for overtime, Highway employees will be called in based on classification series seniority and by shop location from most to least senior.

Response time and proximity will be considered in the overtime assignment recognizing public safety comes first.

In the event an employee has been pre-approved for PTO (not Comp time or ETO), and they notify the supervisor prior to the time of their leave, in writing, that they are available to be called in, and there is a break in service from the time the rest of the crew went home; then they will be called and offered the opportunity for overtime based upon the above language.

A decision will be grievable, but shall not be subject to Arbitration.

ARTICLE 15 - Health and Welfare

15.1 The Employer's monthly contribution toward the Cafeteria Plan will be as follows:

Effective January 1, 2016: Single contribution \$855; Family contribution \$900.

Effective January 1, 2017: Single contribution \$855; Family contribution \$925.

Health Insurance Reopener (upon Employer notification of premium rates) in 2017 for 2018.

All employees must at a minimum select the core benefit requirements.

All members of the bargaining unit shall receive \$200 in a VEBA account in July of each year of the contract.

15.2 All employees shall be covered with a \$50,000 or what is in County policy, whichever is greater, term life policy paid by the County with the option of the employee to cover his/her dependents at his/her own expense.

15.3 All employees shall be covered with a short term (up to six months) loss of time insurance policy, to pay \$100.00 per month in case of sickness or injury off the job. In addition, all employees shall be covered with a long-term, lost time policy to provide a monthly benefit based on 50% of current annual salary to a maximum of \$1,000 per month under the provisions of the contract set forth by the provider. This basic loss of time policy will be paid for by the County with the option of the employee to buy additional like policies at his/her own expense. Under this plan, the employees will also have an opportunity to increase to 60% of salary to a maximum of \$5,000 to age 65. These monthly benefits shall be reduced by any amounts paid or payable under Workers' Compensation, the primary disability provisions of the Federal Social Security Act and the Public Employees Retirement Act. However, in no event will less than Fifty and no-100 (\$50.00) dollars monthly be payable. Both of the loss of time policies will be paid for by the County, with the option for the employee to buy additional like policies at his/her own expense.

15.4 The effective date for new employees for all of the insurance coverages listed in this Article shall be thirty (30) days following the first of the month on or after the date of employment. Any payments to be made by the employees for the insurance coverages provided in this Article shall be paid through a payroll deduction system.

15.5 Any employee who retires shall be eligible to continue group insurance coverage for himself/herself and for his/her dependents if such dependents were covered during his/her last year of employment, if he/she agrees to pay all premiums required to continue such coverage. This coverage shall be maintained for the life of the retired employee, unless he/she fails to make the necessary payments on a monthly basis.

- 15.6 The Employer agrees to provide defense for any covered employee against judgments or any amounts paid in settlement actually and reasonably incurred in connection with any tort claim or demand arising out of an alleged act or omission occurring within the scope of his/her employment duties, subject to the limitations set forth in MS 466.04.

The Employer will not indemnify pursuant to this policy in the case of malfeasance in office or willful or wanton neglect of duty. The Employer will further defend, save harmless and indemnify any covered employee against any tort claim or demand, whether groundless or otherwise, arising out of alleged act or omission occurring in the performance of duty to the extent of insurance coverage available and in force for this purpose.

- 15.7 The County will provide a \$1,000 lump sum payment to VEBA after twenty (20) years of service following an eligible employee's retirement. In order to be eligible for this benefit, an employee must have at least twenty (20) years of continuous and benefit earning experience with the County prior to retirement and must be receiving PERA pension benefits.

- 15.8 Part-time employees who work 20-29 (twenty to twenty-nine) budgeted hours per week will receive prorated PTO, holidays, cafeteria benefits and longevity at 60%.

Part-time employees who work 30 (thirty) or more budgeted hours per week will receive PTO, holidays, cafeteria benefits and longevity at 100%.

The amount of benefits will be determined by the number of hours set by the County for the position; the amount of benefits will only change by whole percentages based on the previously completed benefit year. Any changes made in benefit prorating will be made at the beginning of the subsequent benefit year.

- 15.9 With respect to the employer shared responsibility requirements found in Section 4980H of the Internal Revenue Code, the County reserves the right to provide group medical coverage in addition to the coverage described herein in order to manage the potential penalties to which the County may be subject. Such coverage, in addition to the coverage described herein, will be considered bargained but specifically will not be considered part of the aggregate value of the benefits and specifically will not be subject to any applicable aggregate reduction in value limitations.

ARTICLE 16 - Safety

- 16.1 This employer agrees to maintain necessary permits and to activate such permits for all movement of oversize and overweight vehicles on trunk highways.
- 16.2 The Employer and all employees shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such employee to be in a situation that violates Federal and State safety standards, the matter shall be immediately considered by the Employer. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth in this Agreement.
- 16.3 All County employees shall develop safe work habits and contribute in every manner possible to the safety of themselves, their co-workers, and the general public. To that end, they shall:
- A) Promptly report to their supervisor all accidents and injuries occurring within the course of their employment, regardless of how slight the injury, on forms provided by the employer.
 - B) Cooperate with and assist in investigation of accidents to identify correctable causes and to prevent recurrence.
 - C) Promptly report to their supervisor all unsafe practices or conditions they observe.
 - D) Actively support and participate in safety promotional and educational measures utilized in department safety programs.
 - E) Become familiar with and observe approved safe work procedures for their work activities.
- 16.4 First aid kits shall be stocked and placed in designated areas.
- 16.5 Employees who fail to follow established safety procedures will be subject to disciplinary action.
- 16.6 Any changes which pertain to testing in the Alcohol and Drug policy, set forth in the Stearns County Personnel Policy adopted in March, 1992, shall be negotiated between the union and the employer.

ARTICLE 17 - Pay Plan

- 17.1 Employees shall be compensated in accordance with the compensation range tables attached hereto and hereby made a part of this Agreement.
- A) January 1, 2016 – 2% general adjustment
 - B) January 1, 2017 – 2.25% general adjustment
 - C) January 1, 2018 – 2.5% general adjustment
- 17.2 Employees' anniversary dates shall be used for step increases.
- 17.3 Starting salaries for new hires will be based on the ability to recruit and retain qualified applicants as determined by management during the hiring process.
- 17.4 The placement of employees on steps is governed by the following:
- 1) Under promotion, an employee shall move to the beginning step of the new range or a rate within the new range which is at least 6% above the present salary. The anniversary date for subsequent step movement on the range shall be based on the date of promotion.
 - 2) Step increases shall occur only after a satisfactory performance evaluation. Denial of a step increase shall be subject to the grievance procedure. If a step increase is denied and the denial is not successfully contested, the next consideration for a step increase shall be the same as through the date of denial was the anniversary date, or one year, whichever is less. Example: If a step increase is to occur after a six month interval and is then denied, it shall be reconsidered six months later; if the anniversary interval is for a two year period, reconsideration would be one year following denial.
 - 3) When the Operations Supervisor/Equipment Shop Supervisor is absent in each district, the most senior employee will receive an additional \$1.05 per hour. This rate will be effective for each hour of absence. The Operations/Equipment Shop Supervisor shall be considered absent when on leave or unavailable. For the Operations Supervisor in the St. Cloud Shop, the acting supervisor shall be chosen from the Maintenance Workers only, and from shop personnel for the Equipment Shop Supervisor.
 - 4) In addition to the base rates provided by the above Compensation Plan, the following longevity program shall be provided:

Governing Conditions:

Longevity payments shall be paid on the first payroll in December of each year, and shall be based on longevity computed on length of service as of October 31 of that same year. To determine eligibility, the employee's last date of hire shall be the governing factor.

Longevity will be paid based on the following schedule:

Years of Service	
After 5 years	\$300
After 6 years	\$310
After 7 years	\$320
After 8 years	\$330
After 9 years	\$340
After 10 years	\$350
After 11 years	\$360
After 12 years	\$370
After 13 years	\$380
After 14 years	\$390
After 15 years	\$400
After 16 years	\$410
After 17 years	\$420
After 18 years	\$430
After 19 years	\$440
After 20 years	\$450
After 21 years	\$470
After 22 years	\$490
After 23 years	\$510
After 24 years	\$530
After 25 years	\$550
After 26 years	\$570
After 27 years	\$590
After 28 years	\$610
After 29 years	\$630
After 30 years	\$650

- 4a) Full-time regular benefit earning employees shall have a one time choice by November 1, in each year of this contract to select a deferred compensation match at the rates shown below (employees who do not notify Human Resources of their selection will continue to receive longevity). There will be no requirement for "new" dollars to be designated in addition to what the employee is already designating.

Employee may receive a partial match if they contributed less than the full amount for which they could have been eligible. In order to receive the matching dollars, the employee would need to contribute a like amount based on years of service. While an employee could receive less than s/he was eligible for, in no case could s/he receive more, regardless of how many dollars the employee had contributed to deferred compensation. Any employee who is contributing the IRS maximum to deferred compensation, will receive their match as a "cash" payment based on the Deferred Compensation Match Schedule for their years of service. All employees hired on or after January 1, 2002 will be eligible only for the deferred compensation match.

- 4b) Each regular full-time employee shall receive deferred compensation as outlined in the chart below.

Deferred Compensation Match Schedule:

Years of Service	2016	2017 & 2018
After 1 year	\$100	\$200
After 2 years	\$100	\$200
After 3 years	\$100	\$200
After 4 years	\$100	\$200
After 5 years	\$700	\$800
After 6 years	\$710	\$810
After 7 years	\$720	\$820
After 8 years	\$730	\$830
After 9 years	\$740	\$840
After 10 years	\$750	\$850
After 11 years	\$760	\$860
After 12 years	\$770	\$870
After 13 years	\$780	\$880
After 14 years	\$840	\$940
After 15 years	\$875	\$975
After 16 years	\$885	\$985
After 17 years	\$895	\$995
After 18 years	\$905	\$1,005
After 19 years	\$915	\$1,015
After 20 years	\$925	\$1,025
After 21 years	\$945	\$1,045
After 22 years	\$965	\$1,065
After 23 years	\$985	\$1,085
After 24 years	\$1,005	\$1,105
After 25 years	\$1,050	\$1,150

After 26 years	\$1,070	\$1,170
After 27 years	\$1,090	\$1,190
After 28 years	\$1,110	\$1,210
After 29 years	\$1,130	\$1,230
After 30 years	\$1,150	\$1,250
After 31 years	\$1,170	\$1,270
After 32 years	\$1,190	\$1,290

- 17.5 An additional \$.60/hour during the months of April through November will be paid to the next most senior Park Maintenance Worker when the Park Maintenance Coordinator is absent for a full work day. This clause only applies to Park Maintenance employees.
- 17.6 Seasonal Park Workers will be paid at an hourly rate at least \$1.00 over their current rate on the Seasonal Rate Schedule for time worked following sixty-six (66) days of employment. The hourly rate will represent the total compensation. There is no eligibility for benefits. Such workers shall not be used in lieu of full time employees.
- 17.7 Driver's license endorsements required by the Employer will be paid for by the Employer. Employees will be allowed time off with pay to take the required written and road tests (1 of each per renewal).
- 17.8 Attaining a chief or first class boiler license will result in a payment of \$500 lump sum. This provision is available only to Building Maintenance employees as directed by management. This section does not apply to Custodians.
- 17.9 Employees shall be eligible each year for reimbursement of work apparel not to exceed \$250 effective January 1, 2016. The leasing cost of eligible work apparel items as identified in the Letter of Agreement dated March 29, 2016 may be submitted for reimbursement. This reimbursement must be used in the calendar year to which it applies and may not be carried forward to the following year. Requests for reimbursement must be submitted prior to December 1 of each year.
- If an employee leaves employment with the County within a calendar year, the clothing allowance will be pro-rated by weeks worked in the year that the employee left County employment.
- 17.10 An employee may request twice a year (April and November) to cash out up to a maximum of forty (40) hours of accumulated compensatory time. This will be paid in May and December.
- 17.11 Those employees covered by this contract who are also volunteer firefighters would be allowed to respond to fire calls on paid time, only if: the employee is available and it is a fire call for which a 2nd call has gone out or if it is a structure fire. These types of responses

would be limited to a total of twenty (20) hours per year. The County may require written verification from the Fire Chief. With prior approval of the employee's supervisor, a County pick-up truck may be used if it is closer to go to the site of the fire than returning to the shop. For purposes of this article, paid time will be limited to normal work hours and for actual firefighting activities.

17.12 The cost to employees for parking in the County parking facilities (UBC lot, Zapp lot and the ramp) will not increase unless the total cost to the County in 2016 through 2018 increases by more than Fifteen Dollars (\$15.00) per month. Any increase over that limit will be deducted from the pay of employees.

17.13 The Employer and Union have discovered that from time to time, payroll disbursements have been in error and that correcting payroll errors is important. The Employer and Union have established a uniform payroll correction procedure to promptly correct any inaccurate payroll distributions.

Each employee will repay the County for any excess payroll disbursement issued to them. The Employee and Employer will mutually agree to a payment plan within sixty (60) calendar days of discovery of such error. If there is not mutual agreement to a payment plan within sixty (60) calendar days, the amount will be payroll deducted on the next payroll. This timeframe may be extended by mutual agreement.

The County will pay each employee any deficient payroll disbursements withheld or due to that employee as part of the payroll disbursements on the next scheduled payroll based on the posted payroll schedule.

ARTICLE 18 - Savings Clause

- 18.1 In the event that any provision, phrase or clause of this agreement shall, at any time, be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions remain in full force and effect.

ARTICLE 19 - Complete Agreement and Waiver of Bargaining

- 19.1 This Agreement shall represent the complete Agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 19.2 It is hereby agreed that any past practice, either oral or written, relating to terms and conditions of employment may be continued, amended, or discontinued at the discretion of the Employer, provided such action results in terms and conditions of employment that are in conformance with this Agreement.

ARTICLE 20 - Other

20.1 The Labor Management Committee which is currently composed of Highway, Parks and Maintenance shall be split into three committees representing each department.

ARTICLE 21 - Term of Agreement

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 2nd day August, 2016.

FOR:
STEARNS COUNTY

FOR:
THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL UNION
#748

/s/ Steven L. Notch

/s/ Anthony Frieler

/s/ Mike Williams

/s/ Tom Koralewski

/s/ Jennifer Thorsten

/s/ Rick Nelson
