

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE COUNTY OF WASHINGTON**

**AND**

**THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS**

**LOCAL NO. 49**

**Public Works Department Unit**

**January 1, 2024 through December 31, 2025**

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## **ARTICLE 1. PURPOSE OF AGREEMENT**

This agreement is entered into between the County of Washington hereinafter called the EMPLOYER, and Local No. 49, International Union of Operating Engineers, hereafter called the UNION. The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of 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.

## **ARTICLE 2. RECOGNITION**

- 2.1 The EMPLOYER recognizes the Union as the exclusive representative under Minnesota Statutes §179A.03, Subd. 8 as an appropriate bargaining unit consisting of the following job classifications:
  - Maintenance Worker
  - Inventory Specialist
  - Fleet Coordinator
  - Fleet Technician
  - Engineer Technician I
  - Engineer Technician II
  - Engineer Technician, Senior
  - Construction/Survey Coordinator
  - Traffic Coordinator
  - Design Coordinator
  - Right of Way Specialist/Property Manager
  - Engineer I
  - Engineer II
  - Engineer III
- 2.2 Seasonal/Temporary/Limited Term Employees: Limited term employees are those employees who work in a position that is reasonably expected to be of a duration of more than sixty-seven (67) working days (100 working days for students) up to one hundred-twenty (120) working days or less within a twelve (12) month period. The one hundred-twenty (120) day period shall apply to the dates of the bargaining agreement only. The County agrees to notify the Union when any seasonal/temporary employee exceeds sixty-eight (68) working days or one-hundred one (101) working days in the event of students. All overtime will be offered to regular status employees prior to seasonal/temporary employees. No seasonal/temporary employee will operate any equipment requiring a

Commercial Driver's License or any equipment previously considered as heavy equipment. Limited Term employees are not eligible for and not covered by Articles 6 through 22 or the Wage Appendix of the collective bargaining agreement. All wages and benefits for Limited Term employees are established by county policy or the conditional offer letter.

### **ARTICLE 3. UNION SECURITY**

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

- 3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and
- 3.2 Remit such deduction to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to represent all members of the bargaining unit fairly.
- 3.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provision of this Article.

### **ARTICLE 4. EMPLOYER SECURITY**

- 4.1 The UNION agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow down, or other interruption of or interference with the normal functions of the EMPLOYER.
- 4.2 Any employee who engages in a strike may have their appointment terminated by the EMPLOYER effective the date the strike first occurs. Such termination shall be effective upon written notice served upon the employee.
- 4.3 An employee who is absent from any portion of his work assignment without permission, or who abstains wholly or in part from the full performance of duty without permission from the EMPLOYER on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 4.4 An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or re-employed, but the employee shall be on probation for two (2) years with respect to such status, tenure of employment, or contract of employment as the employee may have theretofore been entitled.
- 4.5 No employee shall be entitled to any daily pay, wages, or per diem for the days on which they engaged in a strike.

## **ARTICLE 5. EMPLOYER AUTHORITY**

- 5.1 The EMPLOYER retains the full and unrestricted right: to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely with the discretion of the EMPLOYER to modify, establish, or eliminate.

## **ARTICLE 6. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 6.1 Definition of a grievance - A grievance is defined as a dispute or disagreement raised by an employee and/or the UNION against the EMPLOYER involving the violation as to the interpretation or application of the specific terms and conditions of this Agreement.
- 6.2 UNION Representatives - The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.
- 6.3 Processing of a grievance: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employee and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during working hours, provided the employee and the UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.
- 6.4 Procedure - Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:
- Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance in writing to the employee's immediate supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within fourteen (14) calendar days after receipt. A grievance not resolved in Step 1 and the employee and/or the UNION wish to appeal to Step 2 shall be placed in writing and signed by the employee and the UNION setting forth the

nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within fourteen (14) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within fourteen (14) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within fourteen (14) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within fourteen (14) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S answer in writing within fourteen (14) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fourteen (14) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION to the EMPLOYER within fourteen (14) calendar days shall be considered waived.

Step 4. If the grievance is still unsettled, the UNION may within fourteen (14) calendar days after the date that the EMPLOYER'S Step 3 reply is due, by written notice to the EMPLOYER, petition the Bureau of Mediation Services for assistance in settling the grievance through mediation. If either party determines the mediation process shall serve no further purpose, the UNION may, within fourteen (14) calendar days by written notice to the EMPLOYER, request arbitration of the dispute.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. If the parties cannot agree upon an Arbitrator within fourteen (14) calendar days following the EMPLOYER-designated representative's final answer in Step 4, they may request a list of neutral Arbitrators from the Bureau of Mediation Services.

6.5 By mutual agreement of the EMPLOYER and the UNION the parties may waive Step 1 and/or Step 2 of the Grievance Procedure.

#### 6.6 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. 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.

- B. 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 the briefs by the parties, whichever be later, unless the parties agree to an extension. The decisions 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 Agreement and to the facts of the grievance presented.
  - C. The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION; provided, if the grievance is clearly decided in favor of the UNION or the EMPLOYER, then the losing party shall be responsible for all the arbitrator's fees and expenses. 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 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.
- 6.7 WAIVER - If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.
- 6.8 CHOICE OF REMEDY - If, as a result of the written EMPLOYER response in Step 3, the grievance remains unsolved, and if the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 6 or a procedure such as: Veteran's Preference, or Human Rights. If appeal to any procedure other than Step 4 of Article 6 the grievance is not subject to the arbitration procedure 5 as provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Article 6 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 4 of Article 6.
- 6.9 EMPLOYER REPRESENTATIVE DESIGNATION - The EMPLOYER designated representatives for purposes of this Article shall be named and posted by the EMPLOYER and may be amended at the discretion of the EMPLOYER.

## **ARTICLE 7. DEFINITION**

- 7.1 UNION: The International UNION of Operating Engineers, Local No. 49.
- 7.2 EMPLOYER: The County of Washington.

- 7.3 UNION MEMBER: A member of the International UNION of Operating Engineers, Local No. 49.
- 7.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 7.5 BASE PAY RATE: The employee's hourly pay.
- 7.6 COMPENSATORY TIME: For non-exempt employees, time off the employee's regularly scheduled work schedule equal in time to overtime worked. For exempt employees, time off the employee's regularly scheduled work schedule at a straight time rate as approved by Department Head.
- 7.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of eight (8) hours per day or forty (40) hours per week and for all hours worked on Saturday, Sunday, holidays or days observed as holidays. Except all employees hired on or after 1/1/2015, working in the Parks Division, shall not be eligible for overtime for hours worked on a Saturday and/or a Sunday from Memorial Day through Labor Day in a calendar year.
- 7.8 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 7.9 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of the employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 7.10 DEPARTMENT HEAD: The Director of Public Works.
- 7.11 PROMOTION: A change of an employee from a position of one class to a position of another class with more responsible duties and a higher salary.
- 7.12 TRANSFER: A change by an employee from one position to another position of the same class, usually involving the performance of similar duties and requiring essentially the same basic qualifications with no change in salary.

## **ARTICLE 8. SAVINGS CLAUSE**

- 8.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the County of Washington. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the request of either party.

## **ARTICLE 9. WORK SCHEDULES**

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 9.2 Services to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal workday. The EMPLOYER will give 10 working days advance notice to the employees affected by the establishment of workdays different from the employee's normal eight (8) hour workday.
- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 9.4 Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays.

## **ARTICLE 10. OVERTIME PAY**

- 10.1 Non-Exempt - Overtime, as defined in Article 7.7, shall be compensated in either cash or compensatory time off at the rate of one and one-half (1 1/2) times the base rate for the number of hours worked.
- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 Overtime refused by employees will, for record purposes, under Article 10.2 be considered as unpaid overtime worked.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 10.5 Employees shall receive compensatory time at the appropriate rate provided the maximum number of hours banked shall not exceed eighty (80) hours.
- 10.6 Exempt employees will be eligible for compensatory time if such compensatory time is agreed to by the department head. Compensatory time for exempt employees will be earned and used as follows:
- A. All hours earned shall be at the straight time rate (i.e., hour for hour).
  - B. There shall be no severance payment for unused compensatory time.

## **ARTICLE 11. RIGHT OF SUBCONTRACT**

- 11.1 Nothing in this Agreement shall prohibit or restrict the right of the EMPLOYER from

subcontracting work performed by employees covered by this Agreement.

## **ARTICLE 12. DISCIPLINE**

- 12.1 The EMPLOYER will discipline employees who have completed the required probationary period only for just cause.
- 12.2 A copy of a written reprimand to an Employee covered by this Agreement shall be forwarded to the UNION upon written request of the employee.

## **ARTICLE 13. SENIORITY**

- 13.1 For the purpose of this Agreement there shall be three (3) types of seniority.
- A. County seniority shall be the length of continuous regular employment with the EMPLOYER.
  - B. Classification seniority shall be the length of continuous regular service in a particular classification.
  - C. Unit seniority shall be the length of continuous regular service in the bargaining unit.

13.2 Unit seniority shall be the determining criterion for transfers and promotions only when all other qualifications factors are equal.

13.3 Lay off or reduction in the work force shall be accomplished on the basis of unit seniority provided employees remaining can perform all functions of the classification. In the event of ties in unit seniority, such ties will be broken on the basis of County Seniority. In the event of a tie in seniority following the application of County seniority, the order of layoff shall be determined by the lot. An employee to be laid off may bump an employee with the least classification seniority in any classification previously held by the first employee. When an employee bumps into a lower classification to avoid a layoff, the employee's salary shall be the lesser of the employee's present salary or the maximum of the new classification.

Layoff or reduction in the work force within a job family shall be accomplished on the basis of classification seniority within a job family provided employees remaining can perform all functions of the classification. In the event of ties in classification seniority within a job family, such ties will be broken on the basis of unit seniority. In the event of a tie in seniority following application of unit seniority, the order of lay off shall be determined by lot. An employee to be laid off may bump an employee with the least seniority in the respective job family. For the purpose of this provision, the following classification group shall be considered a job family:

- A. Engineer Technician I, Engineer Technician II and Senior Engineer Technician
- B. Engineer I and Engineer II

13.4 Employees promoted outside the bargaining unit shall maintain their seniority rights in the

unit for six (6) months.

- 13.5 Recall from lay off shall be in the reverse order as lay off with the last laid off being the first recalled. The EMPLOYER shall send notice of recall by certified letter to the last address supplied to the EMPLOYER by the employee. The employee shall have five (5) working days to respond to the recall and return to work. This period for return may be extended by mutual agreement of the EMPLOYER and the employee.
- 13.6 An employee shall remain on the recall list for two (2) years.
- 13.7 County seniority shall be used for accrual of benefits.
- 13.8 Requests for transfer to vacant positions shall be considered by the EMPLOYER, but the determination shall be solely at the EMPLOYER'S discretion. If all other job relevant qualifications, as determined by the EMPLOYER, are equal, the employee with the greatest unit seniority shall receive the transfer. In the case of a tie in unit seniority, ties will be broken on the basis of County seniority.
- 13.9 Transferring employees are permitted a fifteen (15) working days time period from date of new assignment to request a return to the employee's prior assignment. After the fifteen (15) working days, an employee may only return to a previous assignment when a vacancy occurs.

#### **ARTICLE 14. PROBATIONARY PERIODS**

- 14.1 All newly hired or rehired employees will serve a one (1) year probationary period.
- 14.2 All employees will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period.
- 14.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 14.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.
- 14.5 Upon mutual agreement, the probationary period may be extended.

#### **ARTICLE 15. SAFETY**

- 15.1 The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

#### **ARTICLE 16. JOB POSTING**

- 16.1 The EMPLOYER and the UNION agree that regular job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within, provided that applicants:
  - A. have the necessary qualifications to meet the standards of the job vacancy; and
  - B. have the ability to perform the duties and responsibilities of the job vacancy.
- 16.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 14 (Probationary Period).
- 16.3 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.
- 16.4 Job vacancies within the designated bargaining unit will be posted for at least five (5) working days so that members of the bargaining unit can be considered for such vacancies.

**ARTICLE 17. INSURANCE**

- 17.1 The EMPLOYER agrees to provide health insurance coverage in accordance with the terms of its group policy. The EMPLOYER shall pay the following amounts for coverage under said policies.

**2024**

Copay Plan

Employee	\$858.18 per month
Employee + Child(ren)	\$1,132.49 per month
Employee + Spouse	\$1,503.31 per month
Family	\$1,765.18 per month

Open Access \$3,200- 90% HSA

Employee	\$831.57 per month
Employee + Child(ren)	\$1,198.51 per month
Employee + Spouse	\$1,596.16 per month
Family	\$1,885.96 per month

Open Access \$4,500 – 90% HSA (Perform Network)

Employee	\$783.55 per month
Employee + Child(ren)	\$1,139.87 per month
Employee + Spouse	\$1,532.76 per month
Family	\$1,810.45 per month

Open Access \$4,500 – 90% HSA Select (Narrow Network)

Employee	\$679.87 per month
Employee + Child(ren)	\$988.67 per month
Employee + Spouse	\$1,329.43 per month
Family	\$1,570.30 per month

**2025**

Copay Plan

Employee	86.5% of monthly premium
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Employee + Child(ren)	67% of monthly premium
Employee + Spouse	65.75% of monthly premium
Family	65.75% of monthly premium

Open Access \$3,200- 90% HSA

Employee	95.75% of monthly premium
Employee + Child(ren)	81% of monthly premium
Employee + Spouse	79.75% of monthly premium
Family	80.25% of monthly premium

Open Access \$4,500 – 90% HSA (Perform Network)

Employee	99% of monthly premium
Employee + Child(ren)	84.5% of monthly premium
Employee + Spouse	84% of monthly premium
Family	84.5% of monthly premium

Open Access \$4,500 – 90% HSA Select (Narrow Network)

Employee	99% of monthly premium
Employee + Child(ren)	84.5% of monthly premium
Employee + Spouse	84% of monthly premium
Family	84.5% of monthly premium

17.2 The EMPLOYER shall provide each employee (.50 FTE or greater) with group term life insurance coverage with the following benefit amount: \$50,000.

17.3 The EMPLOYER agrees to provide each employee (.50 FTE or greater) with coverage under the EMPLOYER'S long-term disability policy.

**ARTICLE 18. HOLIDAYS**

18.1 The following shall be included as paid holidays for employees subject to this agreement:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Day	December 25
One Floating Holiday	

18.2 Employees shall be eligible for one (1) floating holiday, up to eight (8) hours per calendar year. The floating holiday shall be scheduled in the same manner as approved time off – and must be used prior to December 31 of each calendar year or it shall be lost. Floating holidays are ineligible to be paid out upon termination of employment. Part-time employees

(greater than .35 FTE) are eligible for a pro-rated floating holiday equivalent to their budgeted FTE. Floating holidays are ineligible for holiday premium pay and shall not be considered as a day observed as a holiday for the purposes of overtime calculations.

18.3 Employees shall be entitled to payment for holidays pursuant to this Article provided they are on compensated payroll status or on authorized leave without pay that specifically allows for holiday pay.

18.4 When a holiday as designated in this article falls on Sunday, the following Monday shall be considered the official holiday for employees, or when such holidays fall on Saturday, the preceding Friday shall be considered the official holiday for employees.

18.5 Holidays which occur within an employee's approved and compensated PTO or extended sick leave period will not be chargeable to the employee's PTO or extended sick leave time.

**ARTICLE 19. PTO**

19.1 Paid Time Off Plan: All employees will be required to participate in the PTO Plan, policy guidelines (Rules and Regulations Section 15):

a) Accrual Rate:

Years of Service

Accrual per Hour of Service  
(to maximum hours/days per year)

For Employees hired January 1, 2019 and after: Less than 5 years of service	.0769 hours per hour worked (160 hours/20 days per year)
For Employees hired December 31, 2018 and prior: Less than 5 years of service	.0808 hours per hour (168 hours/21 days per year)
Completed 5 years but less than 10 years of service	.0923 hours per hour (192 hours/24 days per year)
Completed 10 years but less than 15 years of service	.1039 hours per hour (216 hours/27 days per year)
Completed 15 years but less than 20 years of service	.1154hours per hour (240 hours/30 days per year)
Completed 20 years of service	.1385 hours per hour (288 hours/36 days per year)

b) Maximum carry-over of PTO from one calendar year to the next is five hundred (500) hours. Any PTO in an employee's account that exceeds 500 hours as of the pay period which includes December 31 each year will be lost to the employee.

c) Employees may cash out PTO up to ninety (90) hours annually if at least eighty (80) hours of PTO or compensatory time has been used in the previous twelve (12) months. Cash-out of PTO is limited to once per calendar year. Employees cashing out PTO may elect to distribute the amount as cash, as a HSA Contribution (subject IRS limits), or as a 457 Plan Contribution (Subject to IRS limits), in accordance with County Policy. The cash-out amount will not be paid if the accrual is insufficient at the time the cash-out is paid in August.

- 19.2 Should illness occur while an employee is on planned PTO, the period of illness may be charged to extended sick leave and the charge to planned PTO leave be reduced accordingly. An employee requesting such a change may be required to submit a written statement of a physician attesting to illness and the period of disability.
- 19.3 The maximum amount of Extended Sick Leave paid at termination shall not exceed eight thousand five hundred dollars (\$8,500.00) to an employee retiring, or four thousand five hundred dollars (\$4,500.00) to employees who resign, are laid off or to the employee's estate in the event of death and who meets the qualifications as defined in the PTO policy.

## **ARTICLE 20. LEAVES OF ABSENCE**

- 20.1 Military Leave: In accordance with State and Federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training shall receive full wage at the 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.
- 20.2 Family Medical Leave: Family medical leaves of absence up to twelve (12) work weeks will be granted with proper documentation. Eligible employees will continue to receive County contribution for health insurance in accordance with County policy.
- 20.3 Time spent on approved leave of absences without pay will result in an adjustment to classification, unit and county seniority. Time spent on approved leave of absences for medical reasons will result in an adjustment to classification and county seniority.
- 20.4 Paid Parental Leave: Effective January 1, 2024, the county will provide up to six (6) weeks of Paid Parental Leave (pro-rated for part-time employees) for the birth or adoption of a child, in accordance with County Policy. This leave accrual shall sunset on 12/31/25.

## **ARTICLE 21. WORKERS' COMPENSATION BENEFITS**

- 21.1 An employee who is receiving workers' compensation for an injury/illness received while working for the EMPLOYER may supplement workers' compensation with other accumulated leave benefits (Paid Time Off, Extended Sick Leave, compensatory time) in order to receive a normal base salary (base hourly rate of pay times FTE) in accordance with County policy.
- 21.2 An employee who is injured on the job, regardless of the extent of the injury, shall notify the employee's supervisor of the injury, immediately, but no later than 24 hours after sustaining the injury.

## **ARTICLE 22. COMPENSATION**

- 22.1 Employees shall be compensated in accordance with Appendix A which is attached hereto and incorporated as part of this Agreement.

- 22.2 The Employer shall annually, on or near the anniversary date of the employee's employment in the employee's present classification, review the performance of each employee. Such increases shall be granted if the employee's performance is on average at least benchmark performance or better on a majority of the performance evaluation rankings for the annual review period. All review and increases in salary are subject to review by the employee's supervisor and department head. If a salary increase is not granted, the Employer shall notify the employee, in writing, of the reason.
- 22.3 Effective January 1, 2024, the Salary Range minimums and maximums of classifications covered by this agreement shall receive a market increase of 3.5% plus the amount of the General Adjustment as provided in Article 22.4. This shall increase the salary range minimums and maximums by a total of 7.25% plus \$0.20.
- 22.4 Effective January 1, 2024 only, a 3.75% General Adjustment plus \$0.20 per hour is granted to employees covered by this agreement, not to exceed the salary range maximum. Employees who terminate employment prior to the date of County Board approval of this Agreement shall not be eligible for lump sums or for retroactive general adjustments or merit increases.
- 22.5 Effective January 1, 2024, employees below the maximum of the salary range shall be eligible for a 3.5% Range Movement on their classification anniversary date, not to exceed the salary range maximum. In addition, for 2024 only, an additional range movement percentage of 1.0%, shall occur on the employee's classification anniversary for employees who are not at the maximum of the pay range. The total Range Movement may not exceed 4.5%. nor may the employee's new rate of pay exceed the maximum of the pay range.
- 22.6 Effective January 1, 2025 only, a 3.75% General Adjustment is granted, not to exceed the salary range maximum.
- 22.7 Effective January 1, 2025 only, the Salary Range minimum and maximum are increased by 3.75%.
- 22.8 Effective January 1, 2025 only, employees below the maximum of the salary range shall be eligible for a 3.5% Range Movement on their classification anniversary date, not to exceed the salary range maximum.
- 22.9 An employee called in for work at a time other than the employee's normal shift will be compensated for a minimum of two (2) hours' time computed at one and one-half (1 1/2) times the number of hours involved. An early start or extension to shift shall not qualify for call back pay.
- 22.10 An employee who reports for work at the assigned work location and on their assigned schedule; without having been notified by the EMPLOYER not to report and who is sent home without work by the EMPLOYER; shall receive two (2) hours pay at the employee's straight time rate.
- 22.11 Employees who are assigned to work at a higher classification on a seasonal basis shall receive pay at the higher rate for all hours worked.

- 22.12 The EMPLOYER may hire an employee within the salary range for the employee's classification as it deems necessary.
- 22.13 An Employee who is promoted to a higher class or who holds a position that is reclassified shall receive a salary adjustment to the minimum pay rate of the salary range. Such adjustment will result in an increase of at least 4.0% prior to placement at a step in the new pay range. The employee's anniversary date for further increases will be the date of promotion or reclassification.
- 22.14 A year of continuous service shall be defined as having completed 2080 hours of work per year in paid status.
- 22.15 Acting Foreman Differential: When an employee is expressly assigned as acting foreman in the absence of the foreman or when assigned as project foreman for a full work day, the employee shall receive a \$20.00 working out of class differential per full day worked.
- 22.16 Shift Differential for Snow and Ice Control – \$.95 per hour for hours worked between 3:30 p.m. and 7:00 a.m. when a second shift has been ordered. Pre-shift differential shall not apply to such second shift.
- 22.17 Pre-shift Differential – See attached Memorandum of Agreement.

## **ARTICLE 23. PERSONNEL RULES**

- 23.1 It is the understanding of the parties that matters not specifically addressed in this Agreement are reserved to the exclusive control of the EMPLOYER and that matters not specifically addressed in the Agreement may be covered by portions of the EMPLOYER'S Personnel Policies. As a matter of courtesy, the EMPLOYER agrees to notify the UNION prior to major changes in the EMPLOYER'S Personnel Policies and to meet and confer with the UNION about such changes. Provided, however, that nothing in this Article, other than notice to the UNION, shall bind the EMPLOYER in its action.

## **ARTICLE 24. MUTUAL CONSENT CONTINGENCY**

- 24.1 This Agreement may be amended at any time during its life upon the mutual consent of the EMPLOYER and the UNION. Such amendment to be enforceable must be in writing and attached to all executed copies of this Agreement.

## **ARTICLE 25. WAIVER**

- 25.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded and this Agreement shall represent the complete Agreement between the UNION and EMPLOYER.
- 25.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals

with respect to any term and condition of employment not removed by law from bargaining. All agreement and understanding arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

**ARTICLE 26. DURATION**

26.1 Notwithstanding the dates of the signatures, this Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect through December 31, 2025.

In witness whereof, the parties hereto have executed this Agreement.

COUNTY OF WASHINGTON

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 49

Commissioner Stan Kazyoski  
Chair, Washington County Board      Date

      2/1/2024  
Business Manager/Jason George      Date

Kevin Corbid      2/9/2024  
County Administrator      Date

Ron Boesel      2/1/2024  
Business Agent/Ron Boesel      Date

Angela S. Malezny      2/1/2024  
Human Resources      Date

**APPENDIX A - 2024**

<b>Job Titles</b>	<b>2024 hourly Minimum</b>	<b>2024 hourly Maximum</b>	<b>2024 Annual Minimum</b>	<b>2024 Annual Maximum</b>
Engineer Technician I	\$24.08	\$32.95		
Inventory Specialist	\$24.08	\$32.95		
Maintenance Worker	\$25.49	\$35.54		
Fleet Technician	\$26.98	\$37.62		
Fleet Coordinator	\$28.55	\$42.18		
Engineer Technician II	\$30.22	\$41.34		
Engineer Technician, Senior	\$33.94	\$46.46		
Construction/Survey Coordinator	\$36.03	\$49.31		
Engineer I	\$36.03	\$49.31		
Right of Way Specialist	\$36.03	\$49.31		
Traffic Coordinator	\$36.03	\$49.31		
Design Coordinator	\$38.28	\$52.40		
Right of Way Specialist, Senior	\$38.28	\$52.40		
Engineer II	\$43.37	\$60.17		
Engineer III	\$46.21	\$63.24	\$96,117	\$131,542

**APPENDIX A 2025**

<b>Job Titles</b>	<b>2025 hourly Minimum</b>	<b>2025 hourly Maximum</b>	<b>2025 Annual Minimum</b>	<b>2025 Annual Maximum</b>
Engineer Technician I	\$24.99	\$34.19		
Inventory Specialist	\$24.99	\$34.19		
Maintenance Worker	\$26.45	\$36.87		
Fleet Technician	\$27.99	\$39.03		
Fleet Coordinator	\$29.62	\$43.76		
Engineer Technician II	\$31.35	\$42.89		
Engineer Technician, Senior	\$35.21	\$48.20		
Construction/Survey Coordinator	\$37.38	\$51.16		
Engineer I	\$37.38	\$51.16		
Right of Way Specialist	\$37.38	\$51.16		
Traffic Coordinator	\$37.38	\$51.16		
Design Coordinator	\$39.72	\$54.36		
Right of Way Specialist, Senior	\$39.72	\$54.36		
Engineer II	\$44.99	\$62.43		
Engineer III	\$47.94	\$65.61	\$99,722	\$136,475

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into between the County of Washington (hereafter "County") and the International Union of Operating Engineers, Local 49 bargaining unit (hereafter "Union") representing employees in the **Public Works**.

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement covering employees in the Public Works Department effective from January 1, 2024 through December 31, 2025 and

**WHEREAS**, when and if the parties desire to establish a non-traditional work schedule for the North Shop, South Shop, Sign Shop and Engineering unit, the parties have agreed to use the provisions below.

**NOW, THEREFORE** the County and the Union agree that the County will use the following guidelines when implementing a non-traditional work schedule in the North Shop, South Shop, Sign Shop and Engineering unit:

- 1) The Employer will notify affected employees one week in advance of the start date and end date of a non-traditional work schedule to include hours per day and days per week.
- 2) Holidays shall be paid at eight hours (based on full-time equivalent). The employee shall use PTO or compensatory time to achieve a forty (40) hour workweek.
- 3) PTO and Extended Sick leave shall be in the amount of time the employee is scheduled to work that day.
- 4) No overtime will be paid, unless previously approved and the overtime surpasses the scheduled work hours for that day.
- 5) In the event of emergency situations, the Employer may immediately change the schedule with no advance notice.

This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 49

COUNTY OF WASHINGTON

 2/1/2024  
\_\_\_\_\_  
Business Manager/Jason George Date

 2/1/2024  
\_\_\_\_\_  
Human Resources Director Date

 2/1/2024  
\_\_\_\_\_  
Business Agent/Ron Boesel Date

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Understanding entered into between the County of Washington (“Employer”) and the International Union of Operating Engineers, Local No. 49 (“Union”) sets forth the respective parties’ agreement regarding the creation of a four (4) ten (10) hour days in a work week. This shall only apply to Fleet Technician employees.

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement covering employees in the Public Works Department effective from January 1, 2024 through December 31, 2025,

This Memorandum of Agreement provides for a change in overtime payments due under the Labor Agreement's ARTICLE 10 – OVERTIME PAY, and ARTICLE 7 – DEFINITION, Section 7.7, when and if the County of Washington and I.U.O.E. Local No. 49 agree to a work schedule for employees providing for four (4) ten (10) hour days in a work week. This shall apply to all Fleet Technician employees except for the LEC Fleet Technician's participation that will be determined by the County Engineer.

In the event the County establishes a work week of four (4) ten (10) hour days that will require a rotating schedule for days off that includes Monday - Friday the requirements of ARTICLE 10 – OVERTIME PAY, and ARTICLE 7– DEFINITION, Section 7.7 shall be modified. Under such a schedule, overtime will be paid only after ten (10) hours of work in one day or forty (40) hours in one week.

For a week with a holiday, the Fleet Technician will be given the appropriate day off and will receive eight (8) hours of holiday pay. The Fleet Technician will use two (2) hours of PTO or comp-time to complete the 40 hour work week.

PTO, Compensatory time and Extended Sick Leave shall be in the amount of time the employee is scheduled to work that day.

In the event of emergency situations, the Employer may immediately change the schedule with no advance notice.

It is further understood and agreed to between the parties that this agreement, as proposed above, is solely and strictly being entered into for this particular and specific individual situation, and shall not be accepted or deemed a standard practice for handling similar situations either now or in the future.

Either party may terminate this Memorandum of Agreement with seven (7) days’ notice to the other party. Termination of this Memorandum of Agreement is not subject to the grievance procedure. In addition, by mutual agreement, the parties may reinstate the Memorandum of Agreement with a seven day notice.

This schedule shall be effective January 1, 2024 through December 31, 2025.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 49

*JG*

2/1/2024

Business Manager/Jason George      Date

*Ron Boesel*

2/1/2024

Business Agent/Ron Boesel      Date

COUNTY OF WASHINGTON

*Angela S. Nalezny*

2/1/2024

Human Resources Director      Date

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into between the County of Washington (hereafter “County”) and the International Union of Operating Engineers, Local 49 (hereafter “Union”) representing employees in the Public Works bargaining unit.

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement covering employees in the Public Works Department effective from January 1, 2024 through December 31, 2025; and

**WHEREAS**, the parties desire to continue a pre-shift incentive stipend wherein employees who are called to work prior to their regularly scheduled shift to assist in snow and ice control operations shall be compensated; and

**WHEREAS**, the parties desire to apply the amount of the pre-shift incentive stipend for days when called to work prior to their regularly scheduled shift and when employees report for work anytime on New Years’ Day, Thanksgiving Day or Christmas Day.

**NOW, THEREFORE** the County and the Union agree that the County will use the following guidelines to provide employees with a pre-shift incentive stipend for snow and ice operations or for reporting for work anytime on New Years’ Day, Thanksgiving Day or Christmas Day as follows:

- 1) There shall be a one-time payment, per day, of a pre-shift incentive stipend for all pre-shift hours worked, no matter the duration of the pre-shift report.
- 2) Effective January 1, 2024 the one-time payment shall equal \$50.00.
- 3) All payments received shall conform to Article 7.7 (Definition – Overtime) and Article 10.4 (Overtime Pay); employees would be eligible to receive overtime and the pre-shift incentive stipend on the same shift.
- 4) Snow and ice control operations is defined as all functions related to the removal of snow and ice from the roads and roadways in an effort to provide safe passage for the general public during a snow/ice event.
- 5) This Memorandum of Agreement is referenced in Article 22.17 (Compensation, Pre-shift Differential).
- 6) This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

UNION

 2/1/2024

Business Manager/Jason George Date

 2/1/2024

Business Agent/Ron Boesel Date

WASHINGTON COUNTY

 2/1/2024

Human Resources Director Date