AGREEMENT BETWEEN

DULUTH ENTERTAINMENT AND CONVENTION CENTER AUTHORITY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70

January 1, 2020 to December 31, 2022
Full-Time
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This agreement, dated the is entered into, by and between the Duluth Entertainment and Convention Center Authority, hereinafter called “Employer”, and the International Union of Operating Engineers, Local 70, hereinafter referred to as “Union”.

ARTICLE 1 – PURPOSE OF AGREEMENT

1.1 The intent and purpose of this agreement is to:

A. Establish certain hours, wages, and other terms and conditions of employment as defined in Minnesota Statute.

B. Establish procedures for the resolution of disputes concerning the interpretation of application of this agreement.

ARTICLE 2 – DEFINITIONS

2.1 Employee means member of the formally recognized bargaining unit.

2.2 Employer means the Duluth Entertainment and Convention Center Authority, a legal entity managed by its Board of Directors.

2.3 Grievance means a dispute or disagreement as to the interpretation or application of the terms of this agreement.

2.4 Manager means the manager of the Duluth Entertainment and Convention Center Authority who is hired by the Authority’s Board of Directors to manage all the activities of the Authority.

2.5 Union means the International Union of Operating Engineers, Local 70.

ARTICLE 3 – RECOGNITION

3.1 The employer recognizes the union as the exclusive bargaining agent for all employees of the employer engaged in the operation of boilers, engines, refrigeration devices, maintenance of the same, and any power developing machines, including building maintenance and labor force, working in job titles listed in Appendix A of this agreement, and as public employees in Minnesota Statutes, Section 179A.03, Subdivision 13.

ARTICLE 4 – DUES CHECKOFF

4.1 The employer shall deduct from the paycheck once each month an amount sufficient to provide a payment of regular dues and/or initiation fee established by the union from the wages of all members of the union authorizing such deduction in writing, and shall remit such deductions to the appropriate officer designated by the union within ten (10) days after the paychecks from which deductions are made and distributed to the employees.
ARTICLE 5 – MANAGEMENT RIGHTS

5.1 The employer and union recognize and agree that except as expressly modified in this agreement, the employer has and retains all rights and authority necessary for it to direct and administer the affairs of the employer, and to meet its obligations under federal, state, and local law; such rights to include, but not limited to, the rights as specified in Minnesota Statutes, Section 179A.07, Subdivision 1.

ARTICLE 6 – SAVINGS CLAUSE

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

ARTICLE 7 – HOURS OF WORK

7.1 Hours for Engineers

A. Eight (8) consecutive hours constitute a regular workday with ten (10) consecutive hours off before the beginning of the next workday, and five (5) consecutive days constitute a regular workweek. The engineer’s regular workweek shall include two (2) consecutive days off. Work schedules for all employees shall be prepared and posted by the department head two (2) weeks prior to the actual work time.

B. Engineers will be allowed a paid fifteen (15) minute coffee break during each half shift, at a reasonable time determined by the employer. Engineers will receive a one-half hour paid lunch break during each shift at a reasonable time determined by employer.

7.2 Hours for Labor Crew

A. Eight (8) consecutive hours constitute a regular workday with ten (10) consecutive hours off before the beginning of the next workday. Forty (40) hours in a calendar week shall constitute a regular work week. A calendar week shall be the period between 12:00 a.m. Sunday, to 11:59 p.m. Saturday.

B. Each employee will be allowed a paid fifteen (15) minute coffee break during each half shift, at a reasonable time determined by the employer. Employees will receive a one-half hour unpaid break for a meal after they have completed four (4) hours of their shift, and are then required to return to work.
ARTICLE 8 – WAGES

8.1 Wages and longevity shall be paid in accordance with appendix A of this agreement.

ARTICLE 9 – UNIFORMS

9.1 Each employee will be furnished five (5) sets of uniforms for their use while working, and will be responsible for care of such uniforms. The employer agrees to launder and maintain the uniforms. Both parties mutually agree that uniforms will be replaced as they wear out.

9.2 The DECC will reimburse the employee up to $200.00 (upon receipt of an invoice) for safety shoes (not more than one pair every 24 months). Employees must wear safety shoes during work hours. Failure to do so will result in appropriate discipline.

9.3 The DECC will reimburse the employee up to $150.00 (upon receipt of an invoice) for prescription safety glasses, if the employee is normally required to wear corrective lenses. In the event DECC-purchased safety glasses are broken during the course of employment, the DECC will purchase replacement prescription safety glasses if the broken glasses are no longer covered under warranty.

9.4 Employees are required to wear all necessary safety gear during working hours.

ARTICLE 10 – OVERTIME

10.1

A. Overtime - Engineers. All hours worked in excess of eight (8) hours in any one day shall be compensated at one and one-half times (1.5) the regular hourly wage. In the event an employee must work six (6) consecutive days, work performed on the sixth day shall be compensated at one and one-half (1.5) times the normal hourly wage. If an employee is required to work seven (7) consecutive days, the employee shall be compensated at two (2) times the regular hourly rate for work performed on the seventh consecutive day. In no case will an employee be required to work more than twelve (12) consecutive days.

B. Overtime - Labor Crew. All hours worked in excess of eight (8) hours in any one day shall be compensated at one and one-half (1.5) times the regular hourly wage. All hours worked in excess of forty (40) hours in any one calendar week shall be compensated at one and one-half (1.5) times the regular hourly wage.

10.2

A. Split Days Off – The employee will receive an additional one-half day’s pay at the overtime rate for each workweek in which an employee is not able to take his or her regularly scheduled two consecutive days off, if required by the employer.
B. Split Shifts – The employee will receive an additional one-half day's pay at the overtime rate for each workday in which an employee is not able to work his or her regularly scheduled eight consecutive hours, if required by the employer.

C. Callback – The employee will receive an additional one-half day’s pay or actual time worked at the overtime rate, whichever is greater, if required to return to work after the regularly scheduled shift ends.

10.3 Payment of overtime rates shall not be duplicated for the same hours worked, but the higher applicable rates shall be used. Therefore, for purposes of computing overtime, overtime hours worked must be computed based on days actually worked and cannot be triggered by the use of holidays, sick days, or other compensated absences.

ARTICLE 11 – SENIORITY

11.1 There shall be a seniority list established for the engineering staff and a separate seniority list for the labor force, each based on the original date of hire of the employee. A copy of the seniority lists shall be posted on an employer bulletin board.

ARTICLE 12 – HOSPITAL – MEDICAL INSURANCE

12.1 During the terms of this agreement, members of Local 70 will be provided with the same levels of coverage and contributions to that coverage as the full time management staff. The health insurance plan and employer contributions will be determined on an annual basis by the DECC Board of Directors. (The minimum monthly contribution for a family plan will be $850 effective 1/1/2017.)

12.2 The employer shall pay the cost of single dental care insurance coverage for each permanent employee who has successfully completed the probation period.

Dental insurance coverage will begin on the 1st day of the month after your six-month anniversary or during open enrollment. Open enrollment coverage begins the first day of January following open enrollment.

Additional coverage and Family dental insurance is available at additional expense.

Certain additional dental costs may be lessened by taking advantage of the employer’s Flexible Benefit Plan.

12.3 Employees are eligible to receive hospital medical insurance benefits pursuant to this article after they have successfully completed a period of 90 days.
ARTICLE 13 – HOSPITAL MEDICAL INSURANCE – RETIRED EMPLOYEES

13.1 Retired employees shall be entitled to the same benefits as provided for retired salaried employees of the DECC as determined by the DECC Board of Directors as outlined in Article 12 above.

ARTICLE 14 – PAY PERIODS

14.1 The average work month for employees, for the purpose of computing vacations, sick leave, and fractions of a month’s work, shall be one hundred seventy three and three tenths (173.3) hours.

14.2 The employee shall be paid every other Friday, and hours worked, including sick leave, holidays, and vacation time, will be listed on the check stub, so that employees shall have these times for their records.

14.3 Employees working shifts other than office hours will receive their paycheck prior to leaving work on regularly scheduled paydays.

ARTICLE 15 – HOLIDAYS, PERSONAL LEAVE

15.1 The following days shall be considered holidays: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Eve and Christmas Day.

15.2 When any holiday falls upon a Sunday, the following Monday shall be considered the holiday, and when any holiday falls upon a Saturday, the preceding Friday shall be considered the holiday for employees who are regularly scheduled to work Monday through Friday.

15.3 The actual calendar day on which the holiday falls shall be used for all employees who are not regularly scheduled to work Monday through Friday.

15.4 Three (3) floating holidays will be granted each employee, provided each employee shall notify the employer at least ten (10) days in advance of the time the employee desires to take such a holiday, and only one (1) employee at a time may be off on such holiday. Where there is a conflict, seniority shall be the deciding factor. Floating holidays first become available after 90 days are completed and will recharge at the beginning of each calendar year.

15.5 When a full time employee does not work on one of the above listed holidays, the employee will receive eight (8) hours holiday pay. When a full time employee works on any of the above listed holidays the employee will receive one and one-half (1.5) times for all hours worked in addition to his holiday pay. If the aforementioned employee works any holiday which is over forty (40) hours in the employee’s work week, the employee shall then receive two (2) times the hours worked plus the eight (8) hours holiday pay.
15.6 In the event a holiday falls on an employee’s regularly scheduled day off, and an
alternate day off is given, the day off must be in the same calendar week. Alternative
day given is at the discretion of management.

ARTICLE 16 – VACATION

16.1 Full time employees shall earn paid vacation in accordance with the following
provisions:

A. Following one year of continuous employment, an employee may take ten (10)
days of vacation (.83 days per month).

B. Following five years of continuous employment, an employee may take fifteen (15)
days of vacation each year (1.25 days per month).

C. Following ten (10) years of continuous employment, an employee may take twenty
(20) days of vacation each year (1.67 days per month).

D. Following fifteen (15) years of continuous employment, an employee may take
twenty five (25) days of vacation each year (2.09 days per month). Vacation shall
be earned during one (1) work year at the rates indicated above, to be taken during
the following work year.

16.2 Vacation may be taken at any time during the work year at times mutually agreed upon
by the employee and the employer. Selection of vacation periods shall be by seniority.

16.3 Vacation may be used a half day at a time with employer approval. Earned vacation
shall not accumulate from one contract year to another contract year, unless approved
by the employer.

16.4 When vacation has been requested by the employee and approved by the employer, the
employer must give the employee two (2) weeks notice in the event the employer
cancels the vacation. If vacation is cancelled by the employer, it will be granted at a
mutually agreed upon time in the future, even if this causes the vacation to be carried
into the next calendar year.

16.5 Upon termination of service, no employee may be paid out more than one year’s worth
of accrued vacation.

16.6 Vacation compensation shall be paid at the employee’s regular daily rate of pay.

16.7 Holidays established by Article 16 which occur during an employee’s scheduled
vacation shall not be deducted from earned vacation.
16.8 Employees who are terminated or resign from employment will be compensated for all unused vacation, provided that the employees who resign have given at least fourteen (14) calendar days prior written notice of resignation.

16.9 Once each contract year, with at least two (2) weeks' written notice prior to any pay period, an employee may cash out up to five (5) days earned but unused vacation. The cash out amount shall be included in the pay check covering that pay period. The notice must be given to the DECC Payroll Manager.

ARTICLE 17 – SICK LEAVE

17.1 Employees hired on or before December 31, 2006 shall earn 1.5 days of sick leave per each month worked, to accumulate to a maximum of 150 days. All other employees shall earn one day of sick leave per each month worked, to accumulate to a maximum of 100 days.

17.2 Sick Leave begins to accrue immediately upon hire and is available to use as it accrues. First day is available after 30 days of employment, etc.

17.3 For the purpose of this article, sick leave is defined to mean an absence of an employee because of illness or attendance upon a member of the immediate family. No employee, unless officially assigned to special duty, shall be granted sick leave for any injuries or illness resulting from any gainful employment on any job, which is subject to the provisions of the workers compensation laws of the state, or any other state, other than Duluth Entertainment Convention Center employment.

17.4 Whenever any employee is absent on sick leave, after the second day the employer may direct the employee to furnish written explanation by the physician to justify the absence on sick leave. Failure to furnish such written explanation shall preclude the employee from being allowed the absence as paid sick leave.

ARTICLE 18 – FUNERAL LEAVE

18.1 Any employee who has completed the probationary period may be granted paid leave for time missed from scheduled work for the purpose of attending the funeral of a member of the immediate family.

18.2 Upon request, a maximum of five (5) days of leave may be granted by the employer to an employee for the purpose of attending the funeral of an immediate family member.

18.3 For the purpose of this article, immediate family is defined as parent, child, brother, sister, spouse, parent of the spouse, grandparents, grandchildren, sons-in-law, daughters-in-law, or wards of the employee.

18.4 Absence for funerals for other than immediate family may be granted at the discretion of the employer.
ARTICLE 19 – JURY DUTY

19.1 In the event an employee is called to serve on jury duty, after duration of such service, the employer agrees to a leave of absence for the duration of such service, and shall pay the difference between the daily amount received while serving on jury duty and the amount the employee would have earned at the employee’s regular rate of pay while on the job during the times he was scheduled to work when on jury duty.

ARTICLE 20 – LEAVES OF ABSENCE

20.1 A full time employee who has been continuously employed by the employer for five (5) years may request a leave of absence without pay for a period not to exceed six (6) consecutive months.

20.2 The request shall be in writing and may be granted by the employer subject to the following conditions:

A. An unpaid leave of absence, when granted, shall be for a period of time as agreed upon between the manager and the employee, and approved by the employer.

B. An employee returning from an unpaid leave of absence shall be returned to the employee’s former position, or to a position where seniority allows.

C. Employees not returning to work at the expiration of their leave of absence shall be considered to have resigned.

D. An employee on unpaid leave of absence may continue to participate in a hospital/medical expense protection program for a period not to exceed eighteen (18) months.

E. An employee choosing to continue participation in the program shall pay the entire monthly cost of the protection beginning on the date when the unpaid leave of absence begins.

F. Unpaid leaves of absence granted by the employer shall be in writing and shall contain the dates of departure and return.

G. Full-time employees who have exhausted earned sick leave may request an unpaid medical leave of absence not to exceed six (6) months.

H. Request for unpaid medical leave of absence shall be in writing and shall be accompanied by a medical statement indicating the extent of the illness or injury and the expected duration of the leave.
I. The employer may extend an unpaid medical leave of absence for an additional six (6) months.

J. The employee shall continue to accrue seniority while on a medical leave of absence.

K. An employee on an unpaid medical leave of absence may continue to participate in the hospital/medical expense protection program for as long as the plan allows.

L. Unpaid medical leaves of absence granted by the employer shall be in writing and shall contain the dates of departure and return.

M. A military leave of absence shall be granted in accordance with the applicable laws.

N. The employee shall give adequate notice to the employer of intent to apply for leave so that the employer can make proper provisions to fill the job to be vacated.

O. Any leave of absence as required by law.

ARTICLE 21 – ASSIGNMENT, PROBATION

21.1 New employees, and those hired after a break in continuity of service shall be regarded as probationary employees for the first three hundred and sixty five (365) calendar days of their employment and will receive no continuous service credit.

21.2 During the period of probationary employment, probationary employees may be laid off or discharged as exclusively determined by management, and shall have no recourse to the grievance procedure provided in this agreement regarding layoff or discharge only. Probationary employees, continuing in the service of the employer subsequent to the probationary period, shall receive full continuous service credit from the beginning of the probationary period for purposes of determining their seniority.

21.3 In the event of a job opening or shift assignment in this bargaining unit, the job shall be announced by bulletin, and the employee with the most seniority within that job title shall be given first opportunity to step up for promotion, if qualified.

21.4 For times when the Engineering department needs Engineering Assistance, the Chief Engineer may select a Regular Hourly Utility employee from within the part-time unit.

A. The Regular Hourly Utility employee will receive a $3.00 per hour increase in wage.
B. All other aspects of the Regular Hourly Utility employee’s employment will continue.

C. The Engineering Assistance is not to be used if regular Engineers have been laid off due to business reasons.

21.5 In the event the chief engineer is absent more than five (5) days in a row, the employer shall designate the senior qualified engineer to serve in that capacity for the duration of the absence, and they shall be paid at the higher rate of pay for the duration of the absence.

21.6 The Chief Engineer shall be a part of the selection process when hiring new Engineers.

ARTICLE 22 – DISCIPLINE, REMOVALS

22.1 It is the policy of management to utilize progressive discipline steps as follows: verbal, written, written with suspension, termination. Serious offences may skip steps and other discipline may be negotiated between the Union, the effected member and management, if needed, case by case. On the anniversary of discipline, any discipline is rolled back one step. Example: 1/15/2019 a member receives a written warning, if no other discipline occurs it is treated as a verbal on 1/15/2020 and then is not considered after 1/15/2021. Except in cases of serious offense, suspension or dismissal will be preceded by a warning.

“Serious offense” includes but is not limited to:

- bringing illegal drugs or alcohol onto the Employer’s premises; consuming or selling illegal drugs or alcohol during work hours or while on the Employee’s premises; reporting for duty or working under their influence;

- dishonesty;

- falsification of time records or other documents;

- willful violation of any reasonable direction, rule, or order of which the employee is advised and which does not conflict with any previous ruling;

- disorderly conduct such as fighting;

- theft;

- intentional destruction of property;

- assault or battery; and,

- serious or repeated sexual harassment.

22.2 Disciplinary action may be imposed upon an employee only for just cause.
22.3 The employer, or any supervisor authorized to act for the employer, may suspend any employee without pay for disciplinary purposes. The employer shall notify any suspended employee of the reason and length of the suspension in writing. If a suspension or dismissal is duly determined to be in error, the employee shall be paid for the time lost. The employee and the union will be informed in writing of any disciplinary action recorded in a personnel file.

22.4 Permanent employees will be removed only for just cause.

ARTICLE 23 – LAYOFFS

23.1 In the event of a layoff, employees with the least seniority shall be the first to be laid off whenever practicable. In the event of re-hire, the last employee laid off shall be the first to be re-hired.

23.2 Laid off employees must notify the employer within ten (10) calendar days of any change in address or telephone number so that they can be notified of any re-hire. Failure to so inform the employer will result in the loss of the employee’s right to be re-hired in order of seniority. The employer will not hire to permanently fill a position vacated by layoff without giving ten (10) days notice to re-hire to those on the list.

ARTICLE 24 – GRIEVANCE PROCEDURES

24.1 **Step 1** – Any employee who feels aggrieved shall make a reasonable effort to settle such difference with his/her supervisor with or without union representation present, as he/she may elect. A Step 1 Grievance shall be filed within 14 calendar days of the occurrence or within 14 days of when the member should have reasonably been aware of such occurrence.

24.2 **Step 2** – In the event no satisfactory settlement of a grievance, as defined in this agreement, is arrived at in Step 1 of this procedure, the union may then present the grievance to the DECC Operations Manager within ten (10) calendar days of the Step 1 grievance. The manager shall then arrange to hold a meeting within ten (1) calendar days following the request for a meeting between the manager and the union. The manager shall present the employer’s position in writing to the union within ten (10) calendar days following the meeting with the union.

24.3 **Step 3** – Within seven (7) calendar days of union’s receipt of management position, either party may call for mediation. Either party may call for mediation of the grievance by the mediator mutually agreed upon or by striking names from a list submitted by the local office of the Federal Mediation and Conciliation Service. A recommendation for settlement of the grievance by the mediator shall not be final and binding upon either party. If the dispute is not resolved by mutual agreement in this step, either party within ten (10) calendar days from the mediator’s recommendation, may move the grievance to arbitration.

24.4 **Step 4** – If the grievance is not settled in accordance with the procedure in Step 3, either party may submit the grievance to arbitration by serving notice in writing of such
submitting upon the other party within the time limit described in Step 3. Either party may request the Bureau of Mediation Services of the State of Minnesota to submit a panel of seven (7) arbitrators for selection. The parties shall each have the right to alternately strike two (2) names from the panel. The question of who shall strike the first name shall be decided by the flip of a coin. Following the striking of names from the list, the remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by joint letter from the parties requesting that the arbitrator set a time and place for a hearing on the grievance, subject to the availability of the parties.

24.5 The decision of the arbitrator shall be final and binding upon all parties.

24.6 The fees and expenses of the arbitrator shall be divided equally between the parties. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for it.

24.7 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 upon 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 appeal within the specified time limits, the employee or employees or union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. Time limits may be extended by mutual agreement of the parties involved in each step.

ARTICLE 25 – COMPLETE AGREEMENT AND WAIVER OF BARGAINING

25.1 The provisions of this agreement are not subject to renegotiations except with the mutual consent of the parties. All the other conditions presently in effect, which are more favorable to the employee, and not covered by this agreement, shall be maintained.

ARTICLE 26 – SAFETY

26.1 Management agrees that safety and accident prevention are important considerations.

26.2 Any employee may contact the DECC Safety Officer to report any possible safety violation. The employer shall not act against or discriminate against an employee for making such a report. Reports of safety concerns shall be in writing to the supervisor and the DECC Safety Officer. They shall be answered in writing within fourteen (14) days.

26.3 If the DECC Safety Officer needs the assistance of an employee for a regular inspection or investigation of an employee report, the employee will be allowed to assist the DECC Safety Officer.
ARTICLE 27 – MISCELLANEOUS PROVISIONS

27.1 Engineers will be responsible, to the best of their ability, for operation, assembly, installation, maintenance, and repair of all mechanical-type equipment at the DECC. Engineers will not be assigned to perform other services, except in an emergency when their services are required for other projects, as determined by the Chief Engineer or Director of Operations.

27.2 It is in the interest of the Employer to encourage participation by employees in the educational programs which are designed to increase their knowledge and skill in the performance of their duties related to their current or anticipated future positions with the Employer. With such participation and learning experiences, employees progress toward higher achievement in job performance and individual growth.

27.2.1 Any education or training required by the Employer, or for the employee to maintain credentials or licensure, will be paid for in full or provided by the Employer.

27.2.2 Eligible classes are those which are relevant to the employee’s current position or applicable to career development within the Employer’s organization or which are required by the employee’s relevant field of study at an accredited college, university or technical institution.

27.2.3 The employee must obtain prior approval from the Employer in writing before the start of class or training.

27.2.4 Employees shall receive one hundred percent (100%) reimbursement upon completion. The employee shall provide the Employer with a copy of the certificate or grade to verify completion of the class or seminar. In the case of financial hardship of the employee, the Employer may pay for the class before the class starts.

27.2.5 If the course is a required course, not offered by the Employer, the Employer will pay mileage at the allotted IRS mileage rate. Based on the travel from the employee’s base store.

27.2.6 Any lost time incurred by an employee covered by the agreement while participating in required training will be compensated by the Employer at their normal rate.

27.2.7 Eligible employees may be reimbursed amount based on employer approval. Such reimbursement is contingent upon the employee successfully completing the pre-approved course and upon the employee providing a certificate of completion to the Employer for reimbursement.

27.3 Employer shall provide transportation for general DECC use. In an emergency situation, if the DECC truck is not available, and employee agrees to a management request to use his own vehicle, the employee shall be compensated at the applicable IRS rate per mile.
27.4 The management will provide, whenever necessary in a working situation, protective clothing to all bargaining unit employees.

27.5 New pay rates, vacation amounts, and other changes that take effect at each new calendar year will take effect of the first day of the first pay period of each year.

27.6 **Drug and Alcohol Policy** – The legal use of prescribed drugs is permitted on the job only if it does not impair your ability to perform the essential functions of your job effectively and in a safe manner that does not endanger others. No employee shall use, sell, solicit, possess, or transfer drugs or alcohol while working or while on any Employer premises (including parking lots) or Employer work sites, wherever located. No employee shall report to or be at work under the influence of drugs or alcohol, wherever such work is being performed, including off Employer property. No employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer’s business, while using under the influence of drugs or alcohol.

The Employer may conduct drug and alcohol testing of employees according to the provisions of the Minnesota Drug and Alcohol Testing in the Workplace Act, with the following additional provisions:

A. There shall be no random testing, except as provided by the Act during the following rehabilitation.
B. A refusal by an employee to undergo testing may result in discipline or discharge.
C. The second incident of a positive test result at any time shall result in discharge.
D. An employee who has been suspended without pay shall be reinstated with back pay if the outcome of a confirmatory test or confirmatory retest is negative.
E. An employee may utilize sick leave or vacation time to cover time off from work for purposes of rehabilitation following the first instance of a positive test.

27.7 **Harassment Policy** - “Sexual harassment” includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature. Other kinds of harassment include physical contact or other verbal or physical conduct or communication related to the victim’s protected class (for example, race harassment, religious harassment, etc.) In any case, the conduct or communication becomes wrong when:

1. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;
2. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment; or
(3) that conduct or communication has the purpose or effect of substantially interfering with an individual’s employment, or creating and intimidating, hostile, or offensive employment environment.
(4) employee has to tell the other person they don’t appreciate the conduct that prompted the employee’s discomfort. (i.e.: verbal comments, physical touch, etc.)

Any employee who believes he or she is being harassed, or any employee, who becomes aware of harassment, should promptly notify his or her supervisor. If the employee believes that the supervisor is the harasser, the supervisor’s supervisor should be notified. If an employee is uncomfortable discussing harassment with his or her supervisor, the employee should contact the Human Resource Manager.

Upon notification of a harassment complaint, a confidential and impartial investigation will be promptly commenced and will include direct interviews with involved parties and where necessary with employees who may be witnesses or have knowledge of matters relating to the complaint. The parties of the complaint will be notified of the findings and their options.

This policy also expressly prohibits retaliation of any kind against any employee bringing a complaint or assisting in the investigation of a complaint. Such employees may not be adversely affected in any manner related to their employment.

The Employer views harassment and retaliation a serious breach of work place behavior. Any employee found in violation of the Harassment Policy will be subject to disciplinary or corrective action, which could result in suspension or immediate termination.

**ARTICLE 28 – DURATION OF AGREEMENT**

28.1 The terms and provisions of this agreement shall become effective January 1, 2020, and shall continue in full force in effect to December 31, 2022.

28.2 In the event either party desires to terminate this agreement, that party must notify the other party in writing at least sixty (60) days prior to the first day of January 2022. If the notice given is one expressing an election to terminate, then the agreement shall expire at the end of the contract term.

28.3 If the notice is one expressing an election to modify, the party shall begin negotiations and proposed modifications (including wage adjustment, if any) as soon as possible after such notice has been given.
### 2020 - 2022 Full Time Contract

**Appendix A**

#### Wages per Hour

<table>
<thead>
<tr>
<th>Role</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Engineer</td>
<td>$27.62</td>
<td>$28.31</td>
<td>$29.02</td>
</tr>
<tr>
<td>Engineer</td>
<td>$25.85</td>
<td>$26.50</td>
<td>$27.16</td>
</tr>
<tr>
<td>Assistant Day Labor</td>
<td>$17.17</td>
<td>$17.60</td>
<td>$18.04</td>
</tr>
<tr>
<td>Assistant Night Labor</td>
<td>$19.09</td>
<td>$19.56</td>
<td>$20.05</td>
</tr>
<tr>
<td>Maintenance Lead</td>
<td>$19.09</td>
<td>$19.56</td>
<td>$20.05</td>
</tr>
<tr>
<td>Environmental Services Lead</td>
<td>$19.09</td>
<td>$19.56</td>
<td>$20.05</td>
</tr>
<tr>
<td>Overnight Foreperson</td>
<td>$25.08</td>
<td>$25.71</td>
<td>$26.35</td>
</tr>
<tr>
<td>Second Shift Foreperson</td>
<td>$21.22</td>
<td>$21.75</td>
<td>$22.29</td>
</tr>
<tr>
<td>Ice/Grounds Foreperson</td>
<td>$21.22</td>
<td>$21.75</td>
<td>$22.29</td>
</tr>
</tbody>
</table>

#### Longevity Pay

1. After 5 years continuous employment: $0.40/hour
2. After 10 years continuous employment: $0.60/hour
3. After 15 years continuous employment: $0.80/hour

#### Refrigeration Certification*

Engineers employed as of January 1, 2017 with a Refrigeration Certification will receive an additional $1.25 per hour.

#### Welding Certification*

Employees employed as of January 1, 2020 with a Welding Certification will receive an additional $0.50 per hour.

#### Ice Maintenance Technician*

Employees employed as of January 1, 2020 with a certification in Ice Maintenance will receive an additional $1.25 per hour.

*Allowed certifications are subject to approval by the Executive Director and Director of Operations.
Duluth Entertainment and Convention Center Authority

Management

Aricella F. Monnoke
Executive Director

12/17/19

Union

President

Business Manager

Corresponding/Recording Secretary

Negotiator

Steward

Steward