

LABOR AGREEMENT

BETWEEN

THE COUNTY OF

HOUSTON AND

**THE INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL NO. 49 AFL-CIO**

January 1, 2021 – December 31, 2023

TABLE OF CONTENTS

ARTICLE 1	<u>PURPOSE OF AGREEMENT</u>	3
ARTICLE 2	<u>RECOGNITION AND DEFINITIONS</u>	3
ARTICLE 3	<u>UNION SECURITY AND RIGHTS</u>	4
ARTICLE 4	<u>EMPLOYER RIGHTS</u>	5
ARTICLE 5	<u>GRIEVANCE PROCEDURE</u>	5
ARTICLE 6	<u>WORK SCHEDULES/ASSIGNMENTS</u>	8
ARTICLE 7	<u>OVERTIME PAY</u>	9
ARTICLE 8	<u>VACATIONS</u>	9
ARTICLE 9	<u>HOLIDAYS</u>	10
ARTICLE 10	<u>SICK LEAVE</u>	11
ARTICLE 11	<u>INSURANCE</u>	13
ARTICLE 12	<u>SENIORITY AND PROBATIONARY PERIODS</u>	14
ARTICLE 13	<u>SEVERANCE - LEAVE</u>	15
ARTICLE 14	<u>SAFETY AND UNIFORMS AND CDL</u>	16
ARTICLE 15	<u>WAGES</u>	17
ARTICLE 16	<u>WAIVER</u>	18
ARTICLE 17	<u>SAVINGS CLAUSE</u>	18
ARTICLE 18	<u>DISCIPLINE</u>	18
ARTICLE 19	<u>STAND-BY PAY</u>	19
ARTICLE 20	<u>SHOW-UP PAY</u>	19
ARTICLE 21	<u>CENTRAL PENSION FUND</u>	20
ARTICLE 22	<u>PROFESSIONAL DEVELOPMENT/TRAVEL EXPENSES</u>	20
ARTICLE 23	<u>CELLPHONE USAGE REIMBURSEMENTS</u>	21
ARTICLE 24	<u>DURATION</u>	22
APPENDIX "A"	<u>Wage Grid</u>	23
APPENDIX "A1"	<u>Wage Grid</u>	24
APPENDIX "B"	<u>Letter of Agreement Regarding the Houston County Alcohol and Drug Policy</u> ...	25
APPENDIX "C"	<u>Cellular and Other Mobile Computing Devices</u>	26

* Italicized language is intended to document amended/new language from the previous agreement between the parties, it does not denote any importance as to one section over another and is not intended for any other purpose.

ARTICLE 1
PURPOSE OF AGREEMENT

This Agreement is entered into between THE COUNTY OF HOUSTON ("EMPLOYER") and LOCAL NO. 49, INTERNATIONAL UNION OF OPERATING ENGINEERS, ("UNION"). The intent and purpose of this Agreement is to:

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

ARTICLE 2
RECOGNITION AND DEFINITIONS

A. *All employees of the Highway Department employed by Houston County, Caledonia, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory, confidential, and clerical employees.*

B. Job classifications considered to be within the bargaining unit and covered by this Agreement, are as follows:

Maintenance Foreman	Senior Engineering Technician
Engineering Assistants	Engineering Technicians-Survey Crew Chief
Engineering Technicians	Sign Specialist
Mechanic	Maintenance Specialists
Laborer ¹	Maintenance Specialist Senior

- C. The Employer agrees not to enter into agreement with any member of the bargaining unit except for the exclusive certified representative.
- D. Neither the Union nor the Employer shall discriminate against any Employee on account of Union membership or non-membership, or on any basis prohibited by law.

¹ Effective January 1, 2008, the parties agreed to create a new classification that does not require a CDL and will not operate heavy equipment such as loader, dozer, or motor grader. This position may however operate mowers, trimmers, and chain saws as well as perform other duties assigned by the employer including operating mowers with a horse-power rating of 50 HP or less as a regular part of their job. A specific job description will be developed for this position and it shall be paid at a rate that is 15% below each pay step for Maintenance Specialist.

E. Definitions.

1. **Union**: The International Union of Operating Engineers, Local 49.
2. **Employer**: Houston County.
3. **Union Members**: A member of the International Union of Operating Engineers, Local 49.
4. **Employee**: A member of the bargaining unit covered by this Agreement.
5. **Regular Employee**: Member of the bargaining unit who has completed a twelve (12) month probationary period.
6. **Base Pay Rate**: The Employee's hourly pay rate, exclusive of longevity or any other special allowances.
7. **Part-Time Employee**: An Employee regularly scheduled to work less than forty (40) hours per week; or any Employee irregularly scheduled based upon the needs of the Employer.
8. **Seasonal Employee**: An Employee hired for a portion of a year based upon the seasonal variations of the department's workload.

ARTICLE 3 UNION SECURITY AND RIGHTS

- A.** A duly authorized representative of the Union shall have the right to visit the Employer's premises during business hours for the purpose of investigating grievances pending under the terms of this Agreement. On any such visit, the Union representative shall first apply at either the Highway or Human Resource Department offices for permission which shall not be arbitrarily denied. Such visits shall not be permitted to interfere with normal operations.
- B.** The Union agrees to indemnify and hold the Employer harmless against any claim, suit, order or judgment brought or issued against the Employer as the result of any action taken or not taken by the Employer under the provisions of this Article.
- C.** Release of dues deduction if Public Employment Labor Relations Act (PELRA) changes, it is agreed that the Employer's obligation to provide for dues deduction and/or fair share fee assessment shall continue only for the period of time that such deductions are non-negotiable and required by PELRA.
- D.** The Union may designate *two (2)* Employees from the Local #49 Bargaining Unit to act as the Union's stewards. The County agrees to recognize the designated Union stewards. The designated stewards shall be entitled to spend a reasonable amount of his working time, not to exceed two (2) hours in any given week, without loss of pay, in the investigation

and presentation to the Employer of grievances; however, this shall in no way interfere with the Employee's obligation to carry on the duties of his job. Before a steward leaves his or her regular job duties, permission will be sought from his/her supervisor.

- E.** No Strike: While this agreement is in effect, neither the Union, its officers or agents, nor any of the Employee's covered by this Agreement, will engage in, encourage, sanction, support or suggest any strike, slow down, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any Employee violates this Article, the Union shall immediately notify any such action and shall instruct them to immediately return to their normal duties. Any or all the Employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

ARTICLE 4 **EMPLOYER RIGHTS**

- A.** 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.
- B.** Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 5 **GRIEVANCE PROCEDURE**

A. Definition of a Grievance.

A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

B. Union Representatives.

1. The Employer will recognize Union representatives designated by the Union as stewards having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of the stewards and of their successors when so designated.

2. Other representatives of the Union shall be permitted to enter onto the premises of the Employer in connection with grievances under this Article so long as they do not interfere with the normal duties of Employees, and they notify the office of the department head or the Houston County Human Resources Director prior to coming onto the job site.

C. Processing a Grievance.

It is recognized and accepted by the Union and that the Employer the processing of grievances as hereinafter provided per this Article as limited by the job duties and responsibilities. The aggrieved Employee and the steward shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer a grievance during normal working hours provided the Employee and the Steward 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.

- D.** Grievances, as defined by Section A, shall be resolved in conformance with the following procedure:

Step 1.

An Employee claiming a violation concerning the interpretation or application of the agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present in person or through the Union such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give and answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting for the nature of the grievance, the facts on which it is based, the provisions of the agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) 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 ten (10) 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 ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) 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 ten (10) 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 ten (10) 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 within ten (10) calendar days shall be considered waived.

Step 4.

A grievance unresolved in Step 3 may within ten (10) calendar days after the reply of the designated Step 3 representative was due, by written notice to the Employer-designated representative, petition the Bureau of Mediation Services for assistance in settling the grievance through mediation. If the mediation efforts fail to resolve the grievance to the mutual satisfaction of the parties, the Union-designated representative may within ten (10) calendar days after the Director of the Bureau of Mediation Services certifies that further mediation efforts would not serve any purpose, by written notice to the Employer-designated representative, request arbitration of the dispute.

Step 5.

A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The Employer and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Union representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

E. Arbitrator's Authority.

1. 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.
2. 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 submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and to the facts of the grievance presented.
3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. Either party may request a verbatim 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. Cancellation fees will be paid by the party canceling the arbitration, unless otherwise mutually agreed.

F. Waiver of Grievance.

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.

- G. If, as a result of the written Employer response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 5 or a procedure such as: Civil Service, Veteran's Preference, or Human Rights. If appealed to any procedure other than Step 4 or Article 5, the grievance is not subject to the arbitration procedure as provided in Step 4 of the Article 5. The aggrieved Employee shall indicate in writing which procedure is to be utilized Step 4 of Article 5 or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved Employee.

ARTICLE 6
WORK SCHEDULES/ASSIGNMENTS

- A. The sole authority in establishing work schedules is the Employer. The normal work week shall be forty (40) hours Monday through Friday. With a seven day posted notice, the work week may be four (4) days at ten (10) hours per day.
- B. The Employer will establish the workweek based on the normal payroll periods.
- C. *Employees shall be given two (2) fifteen (15) minute rest periods each work day, one in the morning or during the first four hours of work, and one in the afternoon or after five through eight hours of work, as designated by the department head; and a thirty (30) minute unpaid lunch period at times specified by the department head.*
- D. The department head, or his or her designated Representative, shall have the right to change the work hours specified in this Article, if conditions in his/her opinion warrant it.
- E. Notwithstanding Article 7, A. below, an Employee called back to work after he or she had completed his or her regular work day, or called out on his or her day off shall receive a minimum of four (4) hours compensation at straight time, *except for the Survey Crew Chief and the Engineering Assistants who will receive two (2) hours of compensation at straight time.*
- F. *Assignments of Maintenance staff to projects requiring the utilization of MNDOT Certifications are at the discretion of the County Engineer and shall be divided as equally as practicable among the 3 Maintenance staff possessing the Certifications, provided that the temporary assignment does not interfere with their regular Maintenance*

duties. Additionally, all Maintenance staff can be temporarily assigned to assist with Technician duties that do not specifically require MNDOT Certifications. However, there is no guarantee of overtime for this type of work and if overtime is accrued, it shall not be considered to apply to any of the other provisions of the contract relating to overtime distribution.

- G.** *Any Maintenance staff can be temporarily assigned to assist with Technician duties that do not specifically require MNDOT Certifications. There is also no guarantee of overtime for this type of work either and if overtime is accrued in this capacity, it shall not be considered to apply to any of the other provisions of the contract relating to overtime distribution.*

ARTICLE 7

OVERTIME PAY

- A.** Hours worked in excess of forty (40) hours within a seven (7) day period will be compensated for or banked at one and one-half (1 1/2) times the Employee's regular base pay rate.
- B.** Overtime shall be divided as equally as practicable among all Employees.
- C.** The Employee and Employer shall determine cash or compensatory-time on overtime worked in the pay period.
- D.** Overtime may be "banked" to the Employee's credit at the rate of time and one-half hours for each hour of overtime worked, to a maximum of one hundred forty (140) hours. Hours accumulated in excess of the maximum will be paid to the Employee. The accumulated bank must be reduced to one hundred twenty (120) hours by the end of the last payroll period within the calendar year. The Department Head will determine whether the banked time may be taken as compensatory time off or be paid to the Employee.

ARTICLE 8

VACATIONS

- A.** The following vacation schedule shall apply:
- | | |
|---------------|---------------------------|
| 0 – 1 year | 3.08 hours per pay period |
| 2 – 5 years | 3.70 hours per pay period |
| 6 – 10 years | 4.31 hours per pay period |
| 11 – 15 years | 4.93 hours per pay period |
| 16 – 20 years | 5.54 hours per pay period |
| 21 – 25 years | 6.16 hours per pay period |
| 26 plus years | 6.76 hours per pay period |

Employees will be entitled to accumulate vacation to a maximum of 192 hours. Those Employees having a total accumulation of 192 hours shall be allowed to accrue additional hours for use during the calendar year, but shall reduce those hours to 192 by the end of the last payroll period within the calendar year.

Employees who resign or retire must have their vacation accrual reduced to the 192 hour accumulated maximum, at the time of retirement or resignation, or forfeit those hours accumulated over the 192 hour maximum. Discharge for cause, however, will result in forfeiture of all hours accumulated in excess of the 192 hour accumulated maximum.

The vacation accrual amounts shall be the same for this bargaining unit as any other bargaining unit during the term of this Agreement.

- B.** Employee's shall have preference as to time of vacation in accordance with seniority provided:
1. All such preferences are made known to the Department Head by April 15th of each year. Prior to the 15th of April, the Employee with the most seniority gets first choice. After the 15th, the first four (4) employees may select vacation times available. Four (4) Employees may take vacation at the same time. If more than four (4) Employees take vacation at the same time, those Employees, after four (4) who request vacation times will be subject to approval of the Department Head.
 2. Only one (1) holiday can be included in an Employee's vacation selection. In the event a holiday is not selected prior to April 15th, the above is waived.

ARTICLE 9

HOLIDAYS

- A.** Notwithstanding paragraph D. below, all regular Employees covered by this Agreement shall be entitled to the following holidays with pay each year.

New Year's Day
Martin Luther King Jr. Day
President's Day
Spring Holiday (to be taken the same day as Good Friday)
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Eve(1/2 day)*
Christmas Day

**The one half day afternoon of December 24th will only be observed when the holiday falls on a Monday through Thursday of a work week. All employees covered by this Agreement shall be paid a full day's compensation, based on their full-time equivalency, at their base rate of pay for each of the holidays provided for by this section.*

In the event that New Year's Day, Independence Day, Veterans Day or Christmas falls on a Sunday, the following Monday shall be observed as the holiday; in the event that these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

- B.** When a paid holiday listed above, falls on a non-scheduled work day, the regular scheduled work day closest to the holiday shall be observed as the holiday. Holiday pay shall correspond to the work week schedule.
- C.** In order to qualify for the holiday pay under Article 9.A, an otherwise qualified Employee must work his last scheduled work day immediately preceding the holiday and his/her first scheduled work day immediately following the holiday, unless the absence is for a reason satisfactory to his/her supervisor.
- D.** All work performed on a paid holiday listed in 9.A above shall be paid for at one and one-half (1 1/2) times the Employee's regular straight time hourly rate of pay in cash or compensatory time off, in addition to the holiday pay provided by Article 9.A.

ARTICLE 10 **SICK LEAVE**

- A.** Sick leave with pay shall be earned by each regular Employee at the rate of 3.70 hours for each full pay period worked, up to a maximum of one thousand forty (1,040) hours.

Employees who carried a balance in excess of 1,040 hours as of January 1, 1996, will be allowed a one-time opportunity to convert their excess hours to a secondary sick leave bank to be used only in the event of a long-term illness or injury which exhausts all other accumulated sick leave. The secondary bank shall have no monetary value at the time of severance or retirement, nor shall any additional sick leave hours be added to it.

- B.** No sick leave shall be granted during the first six (6) months of an Employee's probationary period of twelve (12) months; but upon satisfactory completion of such period, sick leave shall accrue to the Employee for the full time served.
- C.** Employees may use their accrued sick leave for the following:
 - 1.** Actual illness of Employee.
 - 2.** Temporary physical disability of Employee.
 - 3.** Serious illness or death in immediate family, meaning the Employee's spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandchild or grandparent.

- D. All Employees, who leave employment in good standing with more than five (5) years of service and have a minimum accumulation of eighty (80) hours of unused sick leave may convert it to paid up health insurance for the Employee only, according to the following schedule: Eighty (80) hours unused sick leave = one (1) month paid up insurance.

All Employees who have an accumulated sick leave balance, as of the end of the last payroll period in any calendar year, of one thousand eighty-eight (1,088) hours or more, will be paid for forty-eight (48) hours of sick leave at the end of each year with the understanding that all sick leave hours accumulated in excess of 1,040 hours will be forfeited and their balance returned to 1,040 hours prior to the new year.

Example 1:

Employee A has 1,040 accrued sick leave hours on January 1. During the year he/she accrues an additional 96 hours. S/he does not use any sick leave during the year. On December 31, he/she is paid for 48 hours and his/her sick leave balance is reduced to 1,040.

Example 2:

Employee B has 1,040 accrued sick leave hours on January 1. During the year he/she accrues an additional 96 hours. S/he uses 40 hours of sick leave during the year. On December 31, he/she is paid for 48 hours and his/her sick leave balance is reduced to 1,040.

Example 3:

Employee C has 1,040 accrued sick leave hours on January 1. During the year he/she accrues an additional 96 hours. S/he uses 60 hours of sick leave during the year. On December 31, s/he is not paid for unused sick leave hours and his/her sick leave balance is reduced to 1,040.

Example 4:

Employee D has 992 accrued sick leave hours on January 1. During the year he/she accrues an additional 96 hours. S/he does not use any hours of sick leave during the year. On December 31, s/he is paid for 48 hours and his/her sick leave balance is reduced to 1,040.

Example 5:

Employee has 990 accrued sick leave hours on January 1. During the year he/she accrues an additional 96 hours. S/he does not use any hours of sick leave during the year. On December 31, s/he is not paid for unused sick leave hours and his/her sick leave balance is reduced to 1,040 hours.

- E. The Department head may require a doctor's certificate when an employee claims sick leave pay.
- F. An Employee returning from sick leave shall report to the Department head.

ARTICLE 11

INSURANCE

- A. Employees represented by the IUOE Local 49 are required to participate in the Operating Engineers Local 49 Health and Welfare Plan (hereafter "Local 49 Plan") per the terms of that plan. Further, the Employer and Union stipulate the following:
- The Employer's contribution toward payment of premiums does not establish nor imply sponsorship of the Local 49 Plan;
 - The Union agrees to provide copies of current Summary Plan descriptions issued by the Local 49 Plan upon request and as they become available from the Local 49 Plan including Summary Plan descriptions that reflect compliance updates and amendments to the Local 49 Plan as required by ERISA and other applicable state and federal law.
 - The Employer does not have a role in the administration of the plan nor is it responsible for the administration of the plan in any manner;
 - The Employer will not be responsible for any benefit claims or appeals made by Employees participating in the Local 49 Plan for the period in which such Employees are covered under the Local 49 plan;
 - The Employer's contributions on behalf of Employees participating in the Local 49 Plan will be established independently from the contributions provided on behalf of any other employee or group of employees;
 - For the term of this agreement Employees are exempted from, and will not participate in, the Employer's sponsored health benefit plans. Except that the Employer reserves the right to unilaterally decide whether to offer an alternative health plan to Employees represented by the Union. In the event the Employer elects to offer an alternative plan to Employees the Employer will negotiate Employer premium contributions with the Union.
- B. The Employer agrees to the following premium schedule for contributions to be paid to the Local 49 Plan:
- *For January and February of 2021, the Employer agrees to pay a monthly premium contribution of \$1,201.75 (95% of the total 2020 monthly premium of \$1,265.00) per month per Employee.*
 - *For March 2021 through February 2022 the Employer agrees to increase the Employer's monthly premium contribution up to 4.9% (\$1,260.64) conditioned upon an equivalent actual premium rate increase up to 4.9%.*
 - *For subsequent renewal periods, the Employer agrees to increase the Employer's monthly premium contribution up to 4.9% over the previous Local 49 health plan's annual premium conditioned upon an equivalent actual premium rate increase up to*

4.9%. The 4.9% will be applied with the maximum cumulative effect from year 2021 through February 2024 based on a total actual equivalent premium rate increase for that period of time of 14.7%. The maximum employer premium contribution per plan year will not exceed the following amounts:

March 2022 through February 2023 - \$1,322.41

March 2023 through February 2024 - \$1,387.21

- *For example:*
 - *Should there be an actual increase in premium costs of 2.0% for March 2021 through February 2022 the Employer agrees to an Employer contribution up to a maximum of \$1,225.79 per month per Employee.*
 - *Should there be an actual increase in premium costs of 8% for March 2022 through February 2023 the Employer agrees to an Employer contribution up to a maximum of \$1,322.41 per month per Employee.*
- It is understood that due to the Employer contribution limits stated herein, there may be premium rate increases not funded by the Employer. As such any rate increases in excess of those set forth above, will be funded by the Employee participating in the Local 49 Plan.
- Nothing herein shall prevent the Union from taking action to enforce the terms of Article 11.

C. The Employer shall provide a term life insurance program subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier:

1. The term life insurance program shall provide a \$10,000 death benefit for all full-time Employees.
2. Employer shall pay the full cost of the monthly premium cost of the term life insurance program as established in this Article 11, C, for each month or portion of a month worked.

D. Part-time Employees shall be eligible for insurance benefits and shall have pro-rata contributions made by the Employer, based on the normal hours worked during a calendar month.

E. The Employer agrees to post a notice of premium increases as soon as that information is available.

ARTICLE 12

SENIORITY AND PROBATIONARY PERIODS

A. All newly hired or rehired Employees shall serve a twelve (12) month probationary period, during which time they may be terminated at the sole discretion of the Employer.

Termination of an Employee during his or her probationary period shall not be subject to the grievance procedure.

B. Seniority.

1. A policy of seniority shall be formulated, pursuant to which a list shall be established as the Maintenance Division and for each classification therein, and such seniority list shall be based upon the Employee's latest date of hire and only considered where it is practical for our operation and will not adversely affect the Department operation.
2. County Seniority shall be the total length of continuous service with Houston County. Classification seniority shall be the length of continuous service in a particular classification. Departmental seniority shall be the length of continuous service in the Houston County Highway Department.
3. In the event of a lay-off, up to twenty-four (24) months, unless an extension is approved by the Houston County Commissioners, Employees with the least seniority within each classification shall be the first to be laid off, and in the event of rehire, such Employees shall be rehired in the reverse order of their lay-off where this will not disrupt the operation of the sheds and/or the districts.
4. In the event of a job opening for a position covered by this Agreement, the Employee having the most seniority shall be given first opportunity for promotion to that position provided the Employee, in the opinion of the County Engineer, is qualified to perform the work required by in the job description and provided the Employee has ready access to his work.
5. When there is a job opening within the bargaining unit, it shall be posted in all shops for five (5) working days before being advertised publicly.

- C. In the event of the discharge of an Employee, the Employee may appeal said discharge through the grievance procedure set forth in Article 5, except for probationary Employees.

ARTICLE 13
SEVERANCE – LEAVE

- A. Employees, who have a minimum of five (5) years of seniority (except for retirement at age sixty-two (62) or older and Employees who are laid off) may elect to receive severance payment in an amount equal to one-half (1/2) of their accumulated sick leave, not to exceed five hundred twenty (520) hours, if they have not elected to receive paid up insurance in accordance with Article 10.D.
- B. The Employer shall pay to an Employee on jury duty an amount equal to the difference between his pay for such jury duty and his normal day's pay.
- C. Employees shall be granted one (1) hour off to vote in any local, state or national election. This leave shall be administered in compliance with Minn. Stat. §204C.04.

- D. An Employee may resign from County employment by presenting his or her resignation in writing to their supervisor. To resign in good standing, an Employee must give at least a fourteen (14) day written notice prior to the effective date of his or her termination.

Once received by the Department Head, the letter of resignation will be submitted to the Houston County Board.

Vacation days taken shall not be considered as part of the Employee's written notice. Any unused vacation balance, within the approved accrual limits, shall be paid to the Employee on the first paycheck issued following the Employee's last day of work. Employees shall not be allowed to use vacation days to extend their termination date. Unauthorized leave of absence by an Employee for three (3) consecutive workdays shall be considered a resignation by the Employee.

ARTICLE 14

SAFETY, UNIFORMS AND CDL

- A. The Employer shall provide all safety equipment required by law.
- B. The Employer shall pay each Employee, an annual clothing allowance of Five Hundred Twenty Five Dollars (\$525.00); OR provide a uniform service, paid for by the County. In lieu of the annual clothing allowance, bargaining unit Employees, shall be provided with a uniform service, paid for by the County, at a price not to exceed Twelve Dollars and seventy-six cents (\$12.76) per week. Any increase in the weekly amount of the uniform service shall be paid for by the employer provided that such increase does not exceed 10% total for the duration of the contract. Increases in the weekly cost of the uniform service greater than 10% shall be subject to negotiation between the Union and the Employer. Such payment shall be payable in January of each year and prorated for any part-time Employee, based on their full-time equivalency (FTE) or prorated for Employees hired during the year, based on their total weeks worked.
- C. The Union agrees to the implementation of Houston County's Drug and Alcohol Policy.
- D. Employees who are required by the employer to have a valid Class "A" Commercial Driver's License (CDL), and are in the drug testing pool shall maintain their CDL and DOT medical certificate in good standing so that they are eligible to perform all aspects of their job, without restrictions.

- E. Any Employee who is required by the employer to have a valid Class "A" Commercial Driver's License (CDL), and is in the drug testing pool shall be required to have a physical exam and carry a U.S. Department of Transportation (DOT) medical certificate. When an Employee is required to have a physical exam necessary to maintain their Commercial Driver's License (CDL), the County shall pay for any amount not covered by insurance that is directly related to the DOT physical.
- F. If an employee temporarily loses their CDL driving privileges or DOT medical certificate, for any reason, the County will accommodate such loss for *up to* one hundred twenty (120) consecutive days, according to the following provisions:
 - 1. Each employee shall be allowed only one (1) loss of their Commercial Driver's License (CDL) within any consecutive 10-year period of their career with the County;
 - 2. A subsequent loss of their Commercial Driver's License (CDL) within any consecutive 10-year period will result in termination of employment and is not grievable.
 - 3. An employee who temporarily loses their CDL driving privileges or DOT medical certificate shall be assigned work duties consistent with their medical ability or any provisional/limited driver's license that may be issued.
 - 4. An employee who temporarily loses their CDL driving privileges shall not be eligible for reimbursement as provided for by Section D. for time that their CDL is suspended, revoked or cancelled.
- G. *A minimum of two (2) Employees shall be assigned on the job location when an Employee is assigned to cut brush with a chain saw. This policy shall not include emergency tree removal from roadways due to storms, floods or accidents.*

ARTICLE 15

WAGES

- A. All Employees covered by this Agreement shall be paid in accordance with *Appendix "A" and "A1"* attached hereto and made a part of this Agreement.
- B. *All Employees who after three (3) years service and who have the experience to operate two (2) of the three (3), blade, loader or backhoe and who have a Class A license shall be classified as a Maintenance Specialist III.*
- C. *An Employee who is required by the employer to have a valid Class "A" Commercial Driver's License (CDL), and is in the drug testing pool will be paid \$250.00 per year.*

Such payment shall be payable in January of each year and prorated for any part-time Employee, based on their full-time equivalency (FTE) or prorated for Employees hired during the year, based on their total weeks worked.

- D. The Employer and the Union have agreed to a zero percent COLA for contract year 2021 with a wage opener for contract years 2022 and 2023. All other provisions of this contract stay intact through calendar year 2023 except for wages.*

ARTICLE 16

WAIVER

- A. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent that they are inconsistent with the provisions of this Agreement are hereby superseded.
- B. 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 or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties set forth in writing 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 terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or 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 17

SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Houston. In the event any provision of this Agreement shall be held to be contrary to law by any 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 of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 18

DISCIPLINE

- A. The Employer will discipline Employees for just cause only. Discipline will be in the form of:
1. oral reprimand;
 2. written reprimand;
 3. suspension;
 4. demotion; or
 5. discharge.
- B. Suspensions, demotions and discharges will be in written form.

- C. Written reprimands, notices of suspension, and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- D. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

ARTICLE 19
STAND-BY PAY

- A. When an Employee is instructed by the supervisor to stay at the shop or be on stand-by at home, the Employee shall receive one-half (1/2) time for all hours of such stand-by up to and including eight (8) hours of pay.

ARTICLE 20
SHOW-UP PAY

- A. Any Employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall receive show up time. If work is not available, the Employee shall be excused from duty but be paid at his/her regular rate for two (2) hours at the appropriate rate, straight time or overtime whichever is applicable. The Employer reserves the right to telephone the Employee and advise him/her not to report to work.
- B. When circumstances, such as the weather *or schedules of contractors*, dictate that the County Engineer or any supervisor, require that the Highway Department staff report to work, before their normally scheduled starting time, reporting to work early shall be mandatory. In consideration for being subject to an early call-out/shift start, all Employees who are required to start their shift before their normally scheduled starting time shall receive a payment of \$40.00 for that shift, in addition to their normal pay for that day.
- C. *Call-out/shift start pay also applies in the following situations:*
 - *Work on a Friday, when staff are on their Summer schedule of working Monday through Thursday;*
 - *Times when staff are required to start work on a weekend, before their normally scheduled starting time; and*
 - *Times when staff are required to start work on a weekend, after their normally scheduled starting time. Article 20, B. However, shall not apply to situations where an employee is called back to work, after he or she has completed his or her regular workday.*

ARTICLE 21
CENTRAL PENSION FUND

- A. Effective May 1, 2003, the County and the Union have explored the feasibility and process necessary for implementation of the language and contributions required for Employee participation in the International Union of Operating Engineers Central Pension Fund (hereinafter CPF). The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, § 356.24, subdivision 1(10).

The County agrees to deduct an hourly amount/rate determined by the union to be contributed into the Central Pension Fund. The hourly contribution amount/rate will be applied to every hour compensated (i.e. hours worked, vacation, holiday and sick time.)

The County shall pay this contribution directly to the I.U.O.E. Central Pension Fund. The Union agrees to indemnify and hold the Employer, its Officers, Agents, and Employees harmless against any claims, suits, orders or judgments, brought against the Employer as a result of any action taken or not taken by the Employer on the specific provisions of this Article. This "hold harmless" clause does not hold the Employer harmless for failing to transfer the agreed contributions to the I.U.O.E. Central Pension Fund.

The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as governing documents.

ARTICLE 22
PROFESSIONAL DEVELOPMENT/TRAVEL EXPENSES

- A. *In general funding for professional development and Employee membership in professional associations will be addressed through the annual departmental budget process and approved by the Employee's supervisor.*
- B. *The Employer agrees to pay tuition and fees for re-licensing, certification and testing, training expenses, and continuing education that is required for the Employee to maintain Employer required certifications and licenses. The County will pay necessary and reasonable expenses incurred by Employees to attend training sessions, workshops, or conferences that are within the Department's training budget and approved by the Department Head. Employees shall be reimbursed for the following expenses: lodging, parking, meals, mileage, and registration, upon submission of receipts accompanied by the reimbursement request.*

Engineering Assistants, Survey Crew Chief, Engineering Technicians, Senior Engineering Technician and the Maintenance Foreman hired prior to January 1, 2015, shall receive \$125.00 for each MNDOT Certification, up to \$1250.00, Certification Pay, each year, for each current MNDOT Certification required for their job and approved by the Highway Engineer. This payment shall be made in December of each contract year and this provision shall also extend to any Maintenance staff assigned to projects requiring the utilization of MNDOT Certifications. In order to receive payment under this provision, the County Engineer will determine which certifications were utilized during the year and/or of benefit to the County.

Additionally, up to 3 Maintenance staff shall be allowed to obtain Employer paid MNDOT Certifications approved by the County Engineer. The opportunity to obtain the MNDOT Certifications shall be posted in-house as with any other vacancy. All interested Employees will be given a chance to interview for the 3 vacancies, however, the final selection will ultimately be determined by the County Engineer. (moved from Appendix B)

Employees must supply the Employer with copies of all certifications to be place in their personnel file.

- C. *The Employer shall pay for the actual cost, not to exceed the following amounts, for meals and gratuity when conducting business outside the County:*

<i>Breakfast:</i>	<i>\$10.00</i>
<i>Lunch</i>	<i>\$11.00</i>
<i>Dinner</i>	<i>\$15.00</i>

To be eligible for breakfast, the representative must need to leave prior to 6:00 A.M. To be eligible for dinner allowance, the representative must be unable to reach home prior to 6:00 P.M. Receipts are required for meals.

When an employee is eligible to receive reimbursement for all three meals, the Employer shall pay the actual cost of receipted meal and gratuity expenses, when business is conducted outside the County, not to exceed a total of thirty-six dollars (\$36.00) per day. The Employee may not aggregate meal per diems for meals that are supplied by the conferences or training event, and lodging facilities.

The County will not reimburse employees for alcoholic beverages, fines, personal entertainment, or valet services.

Employees who are required use their personal vehicle for County business shall receive mileage reimbursement at a rate equal to the prevailing Federal rate, as established by the General Services Administration (GSA) and adopted by the County Board of Commissioners.

ARTICLE 23

CELLPHONE USAGE REIMBURSEMENTS

- A. *For the purposes of this Agreement, Houston County Policy 9.31, Cellular and other Mobile Computing Devices, shall remain in full force and effect through December 31, 2017. (See Appendix C)*

ARTICLE 24
DURATION

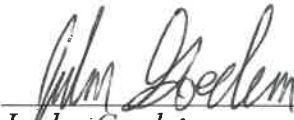
- A. This Agreement shall be effective as of the 1st day of January 2021, and shall remain in effect until the 31st day of December 2023, and from year to year thereafter, unless either party notifies the other in writing sixty (60) days prior to the termination date that it desires to modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of *December*, 2020.

FOR THE UNION

 12-10-20
Jason George Date
IUOE Local 49 Business Manager

 12-14-20
Bryce Bushman Date
IUOE Local 49 Business Representative

 12/14/20
Jordan Goeden Date
IUOE Local 49 Steward

FOR THE COUNTY

 15 Dec 2020
Eric Johnson Date
Board Chair

 15 Dec 2020
Jeff Babinski Date
County Administrator

 12/15/2020
Theresa Arrick-Kruger Date
Human Resources Director

Approved as to form and execution

 _____
Samuel Jandt Date
County Attorney

Appendix “A”
Wage Grid

January 1, 2021 through December 31, 2021 (0% increase)

Band	Position	Step I 0-12 Mos.	Step II 13-36 Mos.	Step III 37+ Mos.
	Laborer	\$18.41	\$20.37	\$21.16
B23-2	Maintenance Spec.	\$21.67	\$23.93	\$24.91
B24-2	Maintenance Spec. Senior	\$21.67	\$23.93	\$25.64
B23-2	Mechanic	\$21.67	\$23.93	\$25.64
B24-2	Sign Specialist	\$21.67	\$23.93	\$25.64
B24-2	Engineering Tech.	\$21.67	\$24.62	\$25.64
B25 -2	Senior Eng. Tech.	\$22.28	\$25.65	\$28.01
C41	Maint. Foreman	\$22.87	\$26.64	\$30.38

Appendix "A1"
Wage Grid

ENGINEERING ASSISTANT & SURVEY CREW CHIEF WAGE GRID

January 1, 2021 through December 31, 2021 (0% increase)

Band/Position	Step 1 2080 Hrs	Step 2 2080 Hrs	Step 3 2080 Hrs	Step 4 2080 Hrs	Step 5 2080 Hrs	Step 6 2080 Hrs	Step 7 2080 Hrs	Step 8 2080 Hrs	Step 9 2080 Hrs
B25 Engineering Assistant	\$22.87	\$23.80	\$24.68	\$25.61	\$26.51	\$27.42	\$28.37	\$29.36	\$30.38
B25 Engineering Technicians - Survey Crew Chief	\$22.87	\$23.80	\$24.68	\$25.61	\$26.51	\$27.42	\$28.37	\$29.36	\$30.38

APPENDIX "B"

LETTER OF AGREEMENT

REGARDING THE HOUSTON COUNTY ALCOHOL AND DRUG POLICY

WHEREAS, Representatives of the County of Houston and the International Union of Operating Engineers Local No. 49 AFL-CIO, have met and conferred in good faith and have reached agreement on the September 2010 draft *Houston County Alcohol and Drug Policy*, HC Policy No. 9.28.

THEREFORE, The parties:

Recognize that CMV drivers are covered by the Omnibus Transportation Employee Testing Act of 1991;

Agree that other L 49 Union Employees are not considered to be in Safety Sensitive Positions and therefore are not subject to random alcohol and drug testing;

Understand and agree that the Reasonable Suspicion and post vehicular accident provisions apply to all L 49 members; and
Agree to all other provisions set forth in draft Policy No. 9.28.

FOR HOUSTON COUNTY:

/S/

Judy Storlie Date _____
County Board Chair

/s/

Theressa Arrick-Kruger
Human Resources Director

FOR LOCAL NO. 49:

/S/

Gene Grover Date
IUOE Local 49 Area Representative

/S/

Richard Kasten
IUOE Local 49 Steward

Approved as to Form and Content

Samuel Jandt	Date
County Attorney	

APPENDIX “C”

CELLULAR AND OTHER MOBILE COMPUTING DEVICES

9.31.0 INTRODUCTION

9.31.0-1 Purpose

Electronic communication is an important part of contemporary business practices. The purpose of this procedure is to clarify employee stipend eligibility as well as County Board and Department Head responsibilities associated with provision of taxable stipends for the use of personally owned cellular devices and mobile computing devices.

9.31.0-2 Definitions

Cellular Phone means a telecommunication device with voice capability and does not have internet browsing capabilities.

Mobile Computing Devices (smart devices) are portable computing and telecommunications devices that can execute programs. This definition includes, but is not limited to, notebooks, Smart Phones, Palm Pilots, personal digital assistants, iPods, BlackBerry devices, and cell phones with internet browsing capability. Use of a mobile computing device may or may not require a wireless communication service plan or incur connection charges.

9.31.1 ELIGIBILITY FOR STIPEND

9.31.1-1 Financial Accountability

Employees may be paid a stipend if the Board determines that it is financially advantageous for the County to pay individual employees a stipend rather than to provide a County owned cellular device.

The Stipend rates are:

- Thirty dollars per month (\$30) for cellular phones ; and
- Fifty dollars per month (\$50) mobile computing devices.

The Department Head shall evaluate the expenses and the participation criteria set forth in this policy and submit his/her evaluation to the Board consideration during the annual budget process.

9.31.1-2 Eligibility for Cellular Phone or Mobile Computing Device Stipend

The County may provide a stipend for use of a personally owned cellular phone or a mobile computing device, to an employee if it is determined by the Board of Commissioners to be a necessary business expense. The County Board shall determine whether the use of a cellular phone or a Mobile computing device is appropriate to meet the communication needs of specific positions based on the actual need for immediate voice and email access and response and not employee convenience, preference or title pursuant to the following criteria:

- use of the device is integral to the performance of the employee's job duties; and

- the employee performs a substantial portion of his/her work away from his/her assigned office area and needs to be contacted on a regular basis by the Department Head or other employees for assigned duties; and
- the employee is not on unpaid leave. The stipend payment shall be pro-rated for all periods of unpaid leave; or
- it is a job requirement that the employer be able to regularly reach the employee outside of the employee's normal work hours for work requiring immediate attention.

Notice: Houston County is not required to provide employees a stipend. A determination as to whether an employee meets the eligibility criteria for a mobile computing device stipend versus a cellular phone stipend shall not be based on title or position but rather on the business necessity of the County.

9.31.1-3 Authorization. To be approved for a stipend under this policy, the following procedures are applicable:

- the department head of the requesting employee must determine if the employee meets the threshold eligibility requirements in 9.31.1-2 above and makes a formal recommendation to the Houston County Board of Commissioners; and
- the stipend is approved by the Houston County Board of Commissioners during a regular or special session of the board; and
- Documentation or other statement in support of the decision to issue the device and plan must be retained by the appropriate Department Head consistent with records retention standards and be available for review and audit.

9.31.1-4 Annual review

The Department Head shall evaluate the expenses and the participation criteria set forth in this policy and submit his/her evaluation and recommendation to the Board for consideration during the annual budget process.

Notice: The Department Head may require proof of usage for County Business in order to determine both initial stipend and/or continuation of stipend eligibility.

9.31.2 REIMBURSEMENT FOR INCREMENTAL EXPENSES

Occasional business call expenses made from an employee's personal cellular device are eligible for reimbursement with Department Head approval if:

- the employee does not receive a regular stipend; and
- the employee has not been issued a County owned cellular device; and
- The employee has incremental costs that were necessary, unavoidable and directly attributable to the business calls.

9.31.3 SHARED CELLULAR DEVICES

The Department Head may determine a County owned cellular device is necessary for the efficient operation of a department and the cellular device will be used by more than one individual.

- A department cellular device shall be used *solely* for County business purposes.
- The equipment must be designated as property of the County and must be returned to the department daily or as required by the Department Head.
- Purchase of department cellular devices must be approved by the Board of Commissioners.
- The Department Head shall be the responsible party for each department cellular device and compliance with this procedure.

9.31.4 EMPLOYEE RESPONSIBILITIES

An employee who receives a stipend pursuant to this procedure is responsible for:

- ensuring that the device is available for service during applicable business hours and other hours as needed;
- immediately returning any shared device pursuant to department policy, upon request by the employee's supervisor or upon the end of employment;
- compliance with the Minnesota Government Data Practices Act and Health Insurance Portability and Accountability Act; and
- compliance with the provisions in this and all other County policies when using his/her phone for County purposes.

Notice: Failure to follow relevant laws and internal policies may be grounds for discipline up to and including termination.

9.31.5 POLICY TRANSITION

The county will transition to this policy over a period of time to allow for the expiration of contracts currently in place with cell phone service providers. Existing service contracts with cell phone service providers will be allowed to expire at the date set in the individual contract. Department Heads are to arrange the transition to a taxable stipend.

Related Documents:

HC Policy 9.20 Employee Code of Ethics

HC Policy 9.31 Cellular and Other Mobile Computing Devices

HC Policy. 9.29 Data Practices Policy and Compliance Manual

HCPolicy 9.40 Report/Complaint of Discrimination/Harassment Investigation and Resolution

Authenticated by:

Laurence Connery

Houston County Board Chair

Date of Adoption: 2004

Date of Revisions: October 5, 2010