

Agreement Number: A164940

Agreement Between  
HENNEPIN COUNTY  
and the  
INTERNATIONAL UNION OF OPERATING ENGINEERS

Public Works Local #49

January 1, 2016 - December 31, 2018

**Note:** New language is ***bold/italic and/or shaded***. Please exercise care in administering such new language. Contact your Labor Relations Representative at 612-348-5010 with any questions.

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### ARTICLE 1 - PREAMBLE AND PURPOSE OF AGREEMENT

- Section 1.** This labor agreement, hereinafter referred to as the AGREEMENT, is entered into between the County of Hennepin, hereinafter called the EMPLOYER, and Local 49, International Union of Operating Engineers, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:
- A. Express in written form the complete AGREEMENT between the parties on hours, wages and other conditions of employment and to specify the duration of this AGREEMENT;
  - B. Establish orderly procedures for the resolution of disputes concerning the interpretation or application of the express provisions set forth in this AGREEMENT so as to insure against the interruptions of work and interference with the efficient and effective rendering of service to the public;
  - C. Specify the full and complete understanding of the parties;
  - D. Maintain, promote and improve greater individual productivity and quality of services.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication. The parties recognize this AGREEMENT is not intended to modify any of the authority vested in the County of Hennepin by the statutes or laws of the State of Minnesota.

### ARTICLE 2 - RECOGNITION

- Section 1.** The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes 179A.09, for a unit of full time Hennepin County employees in the classifications specified in the Article herein titled "Salary Rates" excluding all confidential and temporary individuals in the employ of the EMPLOYER.
- Section 2.** The UNION recognizes the Labor Relations Representative designated by the County Administrator, as the exclusive representative of the EMPLOYER and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided in this AGREEMENT. No agreement covering terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the signature of the EMPLOYER'S designated Labor Relations Representative is affixed thereon.
- Section 3.** The EMPLOYER, in accordance with the provisions of Minnesota Statutes 179A.06 agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this AGREEMENT either individually or collectively which in any way conflict with the terms and conditions set forth in this AGREEMENT, except through the certified representative.

### ARTICLE 3 - DEFINITIONS

- Section 1.** The following terms used in this AGREEMENT shall be defined as follows:
- A. **BASE PAY RATE:** The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, stability adjustments, or any other special allowances.
  - B. **COMPENSATED PAYROLL STATUS:** Receipt of cash payment for scheduled time worked or for time on approved compensated leave.
  - C. **DAYS:** Unless otherwise indicated, means working days. (Monday through Friday exclusive of holidays.)
  - D. **DEMOTION:** A change from a position in one work classification to a position in another work classification with less responsible duties and lower compensation.
  - E. **DEPARTMENT:** An organizational unit of Hennepin County Government.
  - F. **EMERGENCY:** A situation or condition so defined by the EMPLOYER to insure the safety, health or welfare of individuals or the protection of property.
  - G. **EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Article herein titled "Recognition," Section I, who has been employed on the basis of **regular** appointment to a continuing position.
  - H. **EMPLOYER:** County of Hennepin or its designated representatives.
  - I. **FULL TIME:** A work schedule equivalent to an average of 2,080 regular work hours per year.

- J. **LAY OFF:** Separation from service with the EMPLOYER in excess of fifteen (15) calendar days necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.
- K. **LEAVE OF ABSENCE:** An approved absence from work duty during a scheduled work period with or without compensation.
- L. **PROBATIONARY PERIOD:** The first six (6) calendar months (twelve (12) calendar months for schedule "C" employees) of service of newly employed, reemployed, or **rehired** employees and the first six (6) calendar months (twelve (12) calendar months for schedule "C" employees) compensated regular hours of service following a promotional appointment or transfer.
- M. **PROMOTION:** A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- N. **PYRAMIDING:** The payment of more than one form of premium compensation for the same hour of work.
- O. **REGULAR EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Article herein titled "Recognition," Section I, who has completed the required probationary period for newly employed, reemployed or **rehired** employees and who has been employed on the basis of **regular** appointment to a continuing position.
- P. **REGULAR HOURS:** Time on compensated payroll status exclusive of overtime hours.
- Q. **REHIRE:** Reemployment of a former **regular** or probationary employee in a work classification to which he/she was assigned prior to termination.
- R. **STEWARDS:** An employee designated by the UNION for the purposes of communicating with the EMPLOYER on matters of interest to either party.
- S. **TEMPORARY EMPLOYEE:** An individual so designated by the EMPLOYER, who is hired for a noncontinuing position not to exceed eight (8) calendar months.
- T. **TRANSFER:** A change of an employee from one position to another position in the same work classification in another organizational unit, or to another work classification in the same compensation range, usually involving the performance of similar duties and responsibilities.
- U. **UNION:** Local 49 International Union of Operating Engineers.
- V. **UNION MEMBER:** A member of Local 49 International Union of Operating Engineers.
- W. **WORK CLASSIFICATION:** A grouping of positions into the class titles listed in the Article herein titled "Salary Rates."

#### ARTICLE 4 - UNION SECURITY

##### Section 1. In recognition of the UNION as the exclusive representative:

- A. The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the UNION; and
- B. The EMPLOYER shall remit such deductions to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made; and
- C. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld; and
- D. Such dues deductions shall be cancelled by the EMPLOYER upon written request by the employee.
- E. The UNION shall upon request of the EMPLOYER, give evidence to the EMPLOYER that the membership in the UNION constitutes a majority of employees in the unit as described in the Article herein titled Recognition.
- F. ***The EMPLOYER will provide to the UNION the add/drop report each pay period and the quarterly report electronically at no charge (monthly data is available on the quarterly reports). The EMPLOYER will charge the UNION \$25.00 for production of a report request that varies from this schedule.***
- G. The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under all provisions of this Article.

##### Section 2. The EMPLOYER agrees to recognize stewards certified by the UNION as provided in this section subject to the following stipulations:

- A. There shall be no more than fourteen (14) stewards designated at any one time. The UNION shall provide a written list of stewards to the EMPLOYER whenever there is a change in stewards.
- B. The UNION shall promptly certify to the EMPLOYER, in writing, of such choice and the designation of successors to former stewards. The UNION shall also certify to the EMPLOYER its business representatives.
- C. Stewards may, with the approval of their supervisor(s), interrupt their work and leave their work stations for the purpose of UNION business provided they shall notify their designated supervisor(s) upon return to their work station and resumption of their work. Compensated time for UNION business shall be limited to the investigation and presentation of grievances to the EMPLOYER.

**Section 3.** Representatives of the UNION, with prior approval of the EMPLOYER, shall be permitted to come on the premises of the EMPLOYER for UNION business during working hours. The UNION agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on the EMPLOYER'S time. The UNION may use the EMPLOYER'S premises or facilities for UNION business with prior approval of the EMPLOYER.

**Section 4.** The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office, and UNION recreational or social affairs, and any other items specifically approved by the EMPLOYER. The UNION agrees to limit the posting of such notices to the bulletin board space designated by the EMPLOYER.

**Section 5.** Employees have the right to join or to refrain from joining the UNION. Neither the EMPLOYER nor the UNION shall discriminate against or interfere with the rights of employees to become or not to become members of the UNION and further, that there shall be no discrimination or coercion against any employee because of UNION membership or non-membership. The UNION shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

#### ARTICLE 5 - EMPLOYER AUTHORITY

**Section 1.** It is recognized by both parties that except as expressly stated herein, the EMPLOYER shall retain whatever rights and authority necessary for it to operate and direct the affairs of the County in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, reinstate, demote, suspend, discipline, discharge, or relieve employees; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the EMPLOYER shall retain the authority and prerogatives to:

- A. Maintain and improve the efficiency of the governmental operations; and
- B. Take whatever actions may be necessary to carry out the missions of the County in emergencies or to perform those acts required to protect all private or public property within the County and to provide for the safety, health, or welfare of individuals within Hennepin County.

#### ARTICLE 6 - SENIORITY

**Section 1.** The EMPLOYER shall establish "layoff" seniority lists and "other purposes" seniority lists , within one (1) calendar month of the effective date of this AGREEMENT, for each work classification covered by this AGREEMENT to include and rank in order of highest to lowest seniority, all **regular** employees in the bargaining unit.

**Section 2.** Seniority lists shall be updated annually and posted in the employee's work areas by February 1, with a copy furnished to each certified steward and the business representative of the UNION. An employee or the UNION will be obligated to notify the EMPLOYER of any error in this seniority list within sixty (60) calendar days of such posting. If no error is reported within this sixty (60) calendar day period, the list will stand correct as posted.

**Section 3.** In any situation where an employee shares the same date of employment with one or more other employees in his/her job class, seniority ranking shall be determined by lot. Such ranking shall be established no later than two years from their date of employment. For Other Purposes seniority, if an employee shares the same date of employment with one or more employees in his/her job class who have not served in any position covered by this AGREEMENT and that employee has layoff seniority in a prior work classification covered by this AGREEMENT, that employee shall be senior to the other employee(s).

**Section 4.** The UNION will reimburse the EMPLOYER the expense of furnishing seniority lists requested by the UNION in the amount equal to \$25.00 per list or \$.10 per employee name contained on each list, whichever is greater. When more than one copy of the list is requested, the UNION shall reimburse the EMPLOYER for such copies at the rate of \$.20 per page.

**Section 5.** Layoff Seniority

- A. Layoff seniority shall be used for purposes of layoff and recall from layoff.
- B. Layoff seniority shall be based upon the most recent date of employment, reemployment or **rehire**, in any work classification covered by this AGREEMENT except that, for the purposes of layoff and recall from layoff for employees in those classifications listed under Schedule "A" in the Article herein titled "Salary Rates," seniority shall be based upon the total full time continuous service for the EMPLOYER from the most recent date of appointment, employment, reemployment or **rehire** to the employee's current work classification, provided that the seniority rank of Schedule "B" "C", and "D" employees hired prior to January 1, 1989, shall be as set forth in the seniority list dated May, 1989.
- C. Upon promotion or transfer of employees to any work classification covered by this AGREEMENT, seniority in a prior work classification covered by this AGREEMENT shall be retained and continue to accrue.
- D. Upon promotion, or transfer of employees to any work classification not covered by this AGREEMENT, seniority in a prior work classification covered by this AGREEMENT shall be retained and frozen as of December 31, 1977, for employees whose classifications are listed under Schedule "B" "C", and "D" of the Article herein titled "Salary Rates." This provision shall apply to any such promotion or transfer occurring on or before January 1, 1977.
- E. Upon promotion or transfer of employees to any work classification not covered by this AGREEMENT, seniority in a prior work classification covered by this AGREEMENT shall be retained and continue to accrue for a period of one year after such promotion or transfer at which time it shall be frozen for employees whose classifications are listed under Schedule "A" of the Article herein titled "Salary Rates." The provisions of this subsection shall also apply to Schedule "B" "C", and "D" employees promoted or transferred subsequent to December 31, 1976.
- F. Employees newly hired, promoted or transferred into any work classification listed in the Article herein titled "Salary Rates" and covered by this Agreement shall accrue seniority concurrently in all lower job classifications within a series of job classifications within their Schedules as listed in the Article herein titled "Salary Rates" as follows:
  - Technician Series: Assistant Engineering Technician, Engineering Technician, ~~Entrance Permit Coordinator~~, Sr. Engineering Technician and Principal Engineering Technician.
  - Property Description Series: Property Description Aide, Property Description Technician, Property Description Technician, Senior.
  - Stockworker Series: Mechanical Stockworker , Senior Mechanical Stockworker
  - Equipment Operator/Signworker Series: Highway Maintenance Operator, Heavy Equipment Operator, Operating Technician, Senior Traffic Signworker
  - Mechanic Series: Equipment Service Worker, Jr. Equipment Mechanic, Journeyman Equipment Mechanic
  - Welder Mechanic Series: Equipment Service Worker, Welder MechanicEmployees hired into any other work classification covered by this Agreement shall not accrue seniority in any other job classification under this Subsection 5F.
- G. Except in those instances when senior employees are not qualified to perform remaining work, seniority shall determine the order of:
  - 1. Layoff, which shall be inverse order of seniority within each work classification, provided that any employee who is to be laid off and has previously served in another work classification in the organizational unit covered by this AGREEMENT, may request to exercise seniority rights in such other classification.

2. Recall from layoff which shall be in order of seniority within each work classification provided that if an employee does not return to work upon recall as directed by the EMPLOYER, or on an extended date mutually acceptable to the employee and the-EMPLOYER, he/she shall automatically have terminated his/her employment.
- H. The seniority rights of an employee on layoff status shall terminate at the end of twenty-four (24) months, except an employee laid off from a former classification and working in a another classification, in which case the employee's seniority rights in the former classification shall continue for five (5) years.
- I. The EMPLOYER shall issue notice of layoff or recall from layoff to the Union and affected **regular** employees, in writing, to the last known address of any such employees as shown by the EMPLOYER's records, at least five (5) days in advance of the effective date of the layoff or recall from layoff.

**Section 6.** Other Purposes Seniority

- A. There shall be "other purposes" seniority lists for all "schedules" identified in the Article herein entitled "Salary Rates".
- B. "Other purposes" seniority shall be considered as a factor in certain decisions in the workplace other than layoff and recall from layoff.
- C. "Other purposes" seniority for employees in work classifications listed under Schedule A in the Article herein entitled "Salary Rates" shall be based upon the employee's most recent date of appointment to his/her current work classification.
- D. "Other purposes" seniority for employees in work classifications listed under Schedules B, C or D in the Article herein entitled "Salary Rates" shall be based upon the employees original date of appointment to any work classification within a "Schedule" (B, C or D) provided employment is continuous from the date of appointment in any work classification within that certain "Schedule" (B, C or D).
- E. Upon promotion, demotion or transfer of employees from a work classification within a certain "Schedule" (i.e. C) to a work classification within that same "Schedule" (i.e. C), seniority in the prior work classification shall be retained and continue to accrue.
- F. Upon promotion, demotion or transfer of employees from a work classification within a certain "Schedule" (i.e. C) to a work classification within another "Schedule" (i.e. D), seniority in the prior work classification shall be retained and continue to accrue for a period of one year after such promotion, demotion or transfer, at which time it shall be frozen.
- G. Upon promotion, demotion or transfer of employees to any work classification not covered by this AGREEMENT, seniority in a prior work classification covered by this AGREEMENT shall be retained and frozen as of December 31, 1977, for employees whose classifications are listed under Schedule "B", "C" and "D" of the Article herein titled "Salary Rates." This provision shall apply to any such promotion or transfer occurring on or before January 1, 1977.
- H. Upon promotion, demotion or transfer of employees to any work classification not covered by this AGREEMENT, seniority in a prior work classification covered by this AGREEMENT shall be retained and continue to accrue for a period of one year after such promotion, demotion or transfer at which time it shall be frozen for employees whose classifications are listed under Schedule "A" of the Article herein titled "Salary Rates." The provisions of this subsection shall also apply to Schedule "B", "C" and "D" employees promoted or transferred subsequent to - January 1, 1977.
- I. "Other purposes" seniority shall be applied prospectively from the date of this contract. An employee's "other purposes" seniority will not be affected as long as they remain in a work classification within one "Schedule". The most recent seniority list published prior to the date of this contract shall apply to "other purpose seniority" until such time an employee promotes, demotes or transfers to a work classification in another Schedule in which the employee has not served in a work classification.

**Section 7.** "Other purposes" and "layoff" seniority rights for all purposes shall terminate upon termination of employment with the EMPLOYER.



## ARTICLE 7 - GRIEVANCE PROCEDURE

- Section 1.** A grievance shall be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the interpretation or application of the specific provisions of this AGREEMENT.
- Section 2.** It is specifically understood that any matters governed by statutory provisions, County Human Resources Rules or Departmental Personnel Rules, except as expressly provided for in this AGREEMENT, shall not be considered grievances under this AGREEMENT and will not be subject to the grievance procedure herein set forth. The filing of a grievance or the seeking of remedy through the provisions of this AGREEMENT shall serve as a bar from seeking resolution or remedy through any other means; the filing of a grievance or the seeking of remedy other than in accordance with the provisions of this AGREEMENT shall serve as a bar from seeking resolution or remedy through this AGREEMENT. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.
- Section 3. GRIEVANCE PROCEDURE:** Grievances, as herein defined, shall be processed in the following manner:
- Step 1. **INFORMAL** - An employee claiming a violation concerning the interpretation or application of the express provisions of this AGREEMENT shall:
- A. Within ten (10) working days after the first occurrence of the event giving rise to the grievance, present such grievance to his/her supervisor;
  - B. The supervisor shall give his/her oral or written answer within ten (10) working days after such presentation; and
- Step 2. **FORMAL** - If the grievance is not satisfactorily resolved in Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred, in writing, to the Department Head or his/her designated representative within ten (10) working days after the supervisor's answer as provided for in Section 3, Step 1-B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the UNION representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The Department Head or his/her designated representative, shall discuss the grievance within ten (10) working days after the date presented with the employee at a time mutually agreeable to the parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the Department Head or his/her designated representative, the employee and the UNION representative. If no settlement is reached, the Department Head or his/her designated representative shall give written answer to the employee and the UNION representative within ten (10) working days following their meeting.
- Step 3. If the grievance is not settled in accordance with the procedure set forth in Step 1 or Step 2, it may be submitted to mediation provided that the UNION and the Director of Labor Relations or his/her designee, by mutual agreement, jointly petition the Minnesota Bureau of Mediation Services (hereinafter BMS) for assistance in resolving the grievance within ten (10) working days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2. The parties shall have thirty (30) calendar days in which to resolve the grievance through mediation.

Step 4. **ARBITRATION** - If the grievance is not settled in accordance with the foregoing procedure, the employee and UNION may refer the grievance to arbitration after the thirty (30) day mediation period provided in Step 3 in accordance with the provisions of the Public Employment Labor Relations Act, as amended. If referred to arbitration, the UNION and the EMPLOYER shall attempt to select an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, then the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board and administered by the State of Minnesota BMS. If either party petitions for a list of arbitrators, it shall simultaneously provide the other party with a copy of the request. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the UNION representative. The arbitrator shall notify the employee, the UNION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. 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. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the EMPLOYER and the employee-UNION, and shall have no authority to make a decision on any other issue(s) not so submitted. 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 decision shall be based solely upon the express terms of the AGREEMENT and on the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The parties may, by mutual written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits.

**Section 4.** 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 employee and 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 written agreement of the EMPLOYER and the UNION representative involved in each step. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive (exclusive of holidays).

**Section 5.** The grievance procedure contained in this AGREEMENT is the sole and exclusive means of resolving all grievances arising under this AGREEMENT.

**Section 6.** An employee presenting a grievance may elect to be represented by the UNION at Steps 2, 3, and 4.

#### **ARTICLE 8 - STRIKE-NO STRIKE**

**Section 1.** In accordance with M.S. Section 179A.13, subd. 3 and amendments thereto, neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support, or suggest any strikes, picketing, slowdowns, mass absenteeism, mass use of sick leave, 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. In the event that any employee(s) violates this Article, the UNION shall immediately notify any such employee(s), in writing, to cease and desist from such action and shall immediately take all reasonable action necessary to return such employee(s) to their normal duties.

#### **ARTICLE 9 - WORK SCHEDULES - PREMIUM PAY**

**Section 1.** This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime premium and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

**Section 2.** A normal work week shall be forty (40) hours Monday through Friday.

**Section 3.** Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the EMPLOYER. A normal work shift shall consist of eight (8) work hours if based upon a five (5) day work week schedule, or ten (10) work hours if based upon a four (4) day work week schedule.

**Section 4.** Worked hours in excess of the designated work shift or work week and on Sundays and \*holidays for employees assigned to the normal Monday through Friday work week schedule, shall be overtime and compensated at one and one-half (1 1/2) times the employee's base pay rate in cash or compensatory time off subject to the provision that no employee shall be eligible for overtime premium unless prior approval of the overtime work was granted by the EMPLOYER. Regular shifts which end on a Sunday or holiday morning or begin after 6 p.m. on a Sunday or holiday shall be compensated at the employee's base pay rate. Overtime premium shall be provided in the form of cash payment except that employees may elect to receive compensatory time in lieu of cash payment subject to the approval of the EMPLOYER.

\*Subject to conditions set forth in the Article herein titled "HOLIDAYS."

- A. Compensated or noncompensated leave of absence hours shall not be considered worked hours for the purpose of determining eligibility for overtime premium for a work shift.
- B. Service to the public and work requirements of the EMPLOYER may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal workweek and work shift.
- C. The EMPLOYER will give seven (7) calendar days advance notice when practicable to the employees affected by the establishment of major, **regular** or seasonal work week schedules or work shift schedules different from the normal schedules. In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet or breakdown of County equipment or facilities, no advance notice need be given.
- D. The County's work requirements may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

**Section 5.** Whether overtime is to be worked shall be at the discretion of the EMPLOYER. Employees shall be required to work overtime, holidays and night shifts when assigned to such unless excused by the EMPLOYER. Employees who refuse to work overtime, holidays, or night shifts are subject to disciplinary action.

**Section 6.** The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this AGREEMENT, nor shall there be any pyramiding of premium compensation.

**Section 7.** A shift differential of **one dollar \$1.00** per hour shall be paid to any employees assigned to work a second or third shift where at least five (5) hours of the shift are between 6 p.m. and 6 a.m. Such shift differential shall be paid in addition to any other form of premium pay for which the employee qualifies and includes working on weekends and holidays. Employees are not eligible for shift differentials when assigned to participate in day shift activities.

NOTE: Second and third shifts are generally identified as having at least five hours of the shift falling between 6 p.m. and 6 a.m. For this differential the shift start and end times may be adjusted as needed.

**Section 8.** Employees who are called to work prior to the starting time of the shift regularly assigned, due to performing snow and ice control operations, or due to a flood, cyclone, tornado or a cargo spill that creates a hazard shall be compensated at a pre-shift premium of one and one-half (1 1/2) times their base pay rate for the pre-shift hours worked, provided that when an employee qualifies for both overtime and pre-shift premium on the same shift, the pre-shift premium hours shall be proportionately reduced by the amount of overtime hours worked.

**Section 9.** Staffing schedules and assignment of employees thereto, shall be established by the EMPLOYER. Factors that are used in making such assignments shall be determined by the EMPLOYER. Factors the EMPLOYER may consider include but are not limited to:

- A. Seniority of equally qualified employees
- B. Efficiency of operation
- C. Capabilities of individuals to be assigned
- D. Classification levels needed on project
- E. Length of time needed to complete projects

- F. Staffing requirements of other projects
- G. Geographical work location of project

- Section 10.** When due to emergency operations an employee is required to remain at or near the work site overnight at a motel, such employee shall be provided a meal allowance of \$25.00 per night.
- Section 11.** A winging differential of one dollar (\$1.00) per hour shall be paid to any full-time employee operating a wing equipped single axle truck, double axle truck, blade, or loader when the wing is in use for snow emergency or clean-up purposes. If the vehicle operator is using the wing for four (4) or more hours during a shift, the differential will be paid for the entire shift.
- Section 12.** The maximum voucher for necessary replacement of footwear authorized under the terms of the "Public Works Protective Footwear Policy" will be one hundred **seventy (\$170.00)** dollars.
- Section 13.** **A** weekend differential of **seventy cents (\$.70)** per hour shall be paid to all employees required to work on any shift(s) that start on either Saturday or Sunday. Such weekend differential shall be paid in addition to other forms of premium compensation for which the employee qualifies.
- Section 14.** Individuals who are in the classes of Assistant Engineering Technician, Engineering Technician, Operating Technician, Senior Engineering Technician and Principal Engineering Technician, that hold one or more Minnesota Department of Transportation Construction and Inspection Certificates and who have been **regularly** assigned to the Construction Division or bridge inspection, are eligible for the following salary augmentation:

<u>Class</u>	<u>Annual Augmentation</u>
Assistant Engineering Technician	<b>\$140.00 \$5.38</b> / per pay period
Operating Technician	<b>\$140.00 \$5.38</b> / per pay period
Engineering Technician	<b>\$260.00 \$10.00</b> / per pay period
Senior Engineering Technician	<b>\$380.00 \$14.62</b> / per pay period
Principal Engineering Technician	<b>\$500.00 \$19.23</b> / per pay period

Individuals who are in the classes of Assistant Engineering Technician, Engineering Technician, Senior Engineering Technician and Principal Engineering Technician, who have been assigned to Gopher State One Call or Permits are eligible for the following salary augmentation.

<u>Class</u>	<u>Annual Augmentation</u>
Assistant Engineering Technician	<b>\$80.00 \$3.08</b> / per pay period
Engineering Technician	<b>\$140.00 \$5.38</b> / per pay period
Senior Engineering Technician	<b>\$200.00 \$7.69</b> / per pay period
Principal Engineering Technician	<b>\$260.00 \$10.00</b> / per pay period

Payments shall be effective the first payroll period after an employee presents documentation of eligibility to the EMPLOYER. Such augmentation payment shall be paid over the payroll year at the rate noted above per pay period. Operating Technician's augmentation pay shall be paid while working as an Operating Technician in the Construction Division.

- Section 15.** **E**mployees inspecting or performing maintenance work on bridges where safety fall protection is required shall receive a high work incentive of one dollar and twenty-five cents (\$1.25) per hour for each hour worked under this condition (this does not apply to aerial bucket work). If such high work is performed for four (4) hours or more, the differential shall be paid for the entire work shift.
- This section shall apply to employees in a platform lift or a bridge snooper where safety fall protection is required and is not intended for the operation of a truck mounted aerial bucket.

**Section 16.** The following wage adjustments shall apply to employees in the job class of Equipment Mechanic Jr., Equipment Mechanic Journeyman, Welder Mechanic, Equipment Mechanic Leadworker and Equipment Service Worker. Employees shall only be eligible for wage adjustments in either Section A or Section B (not both).

**A. Medium/Heavy Truck Tests**

1. If an employee shows proof of successfully passing any four (4) of the following tests provided and administered by the National Institute for Automotive Service Excellence (ASE), Medium/Heavy Truck Tests , such employee shall be eligible for a wage adjustment of **one dollar (\$1.00)** per hour:

- T1 Gasoline Engine
- T2 Diesel Engine
- T3 Drive Train
- T4 Brakes
- T5 Suspension and Steering
- T6 Electrical/ Electronic Systems
- T7 Heating and Air Conditioning

2. If an employee shows proof of successfully passing any additional tests listed in Section A.1., that employee shall be eligible for a wage adjustment of **twenty-five** cents (\$**.25**) per hour per test. This wage adjustment shall be in addition to that identified in A.1.
3. If an employee shows proof of successfully passing all of the seven (7) tests listed in Section. A.1., that employee shall be eligible for a wage adjustment of **two** dollars (\$**2.00**) per hour. This wage adjustment shall not be in addition to those identified in A. 1 and 2.

**B. Automotive Tests**

1. If an employee shows proof of successfully passing any four (4) of the following tests provided and administered by the National Institute for Automotive Service Excellence (ASE), Automotive Tests, such employee shall be eligible for a wage adjustment of **one dollar (\$1.00)** per hour:

- A1 Engine Repair
- A2 Automotive Transmission/Transaxle
- A3 Manual Drive Train and Axles
- A4 Suspension and Steering
- A5 Brakes
- A6 Electrical/ Electronic Systems
- A7 Heating and Air Conditioning
- A8 Engine Performance

2. If an employee shows proof of successfully passing any additional tests listed in Section B.1., that employee shall be eligible for a wage adjustment of **twenty-five** cents (\$**.25**) per hour per test. This wage adjustment shall be in addition to that identified in B.1.
3. If an employee shows proof of by successfully passing all of the eight (8) tests listed in Section. B.1., that employee shall be eligible for a wage adjustment of **two** dollars (\$**2.00**) per hour. This wage adjustment shall not be in addition to those identified in B.1 and 2.

- C. It shall be the sole responsibility of the employee on their own time to prepare for, schedule, take the test(s) and pay any fees related to the obtaining and maintaining of these certifications.

- D. In the event ASE adds to or in any way changes the requirements for obtaining ASE Certification, it shall be the responsibility of the employee to comply with any and all changes within one (1) year of the date of such ASE change. Failure to do so to the satisfaction of ASE shall result in the loss of the appropriate wage adjustment(s).
- E. Failure to maintain or renew ASE certification(s) shall immediately result in the loss of the appropriate wage adjustment.
- F. ASE pay adjustment shall be paid on all hours (i.e. straight time, overtime, vacation, sick leave and holiday)

**Section 17.** A respirator differential of one dollar (\$1.00) per hour shall be paid to all employees required by the Employer to wear respirators when handling regulated hazardous substances that could result in exposures at or above OSHA's permissible exposure limits or in situations when a Departmental Safety Officer requires their use. Respirators qualifying for such premium pay are: air purifying respirators, powered air purifying respirators, supplied air respirators or self-contained breathing apparatus.

**Section 18.** A confined space differential of (one dollar) \$1.00 per hour shall be paid to all employees required by the Employer to work in such conditions. The Employer shall determine what conditions are eligible for the differential.

**Section 19.** The following wage adjustments shall apply to employees in the job classes in Schedule "B".

A. Parts Specialist Tests

- 1. P1 Parts: Med/Hvy Truck Dealership Parts  
P2 Parts: Automotive Parts
- 2. If an employee shows proof of successfully passing any tests listed in Section A.1., that employee shall be eligible for a wage adjustment of **twenty-five** cents (\$0.**25**) per hour per test.
- 3. If an employee shows proof of successfully passing all of the tests listed in Section. A.1., that employee shall be eligible for a wage adjustment of fifty cents (\$.50) per hour. This wage adjustment shall not be in addition to those identified in A. 2.

**Section 20.** Any Recycling Center Operator (RCO) who is assigned to any portion of one hour or more of a vacant shift of a Heavy Equipment Operator **HEO shall be paid the minimum hourly HEO rate.** If the RCO is assigned for four (4) or more hours during a shift, the **HEO rate** will be paid for the entire shift; **or if the RCO is assigned for five (5) or more hours during a ten (10) hour shift, the HEO rate will be paid for the entire shift.**

**Section 21.** **Employees expressly assigned by the EMPLOYER to remain in "On Call - Off Premises" status shall receive \$2.60 for each hour so assigned.**

#### ARTICLE 10 - HOLIDAYS

**Section 1.** Employees shall be entitled to compensated time off for designated holidays.

- A. Designated holidays shall be eight (8) hours each and shall not exceed eighty-eight (88) hours per calendar year and are as follows:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

<b>Thanksgiving Day</b>	Fourth Thursday in November
<b>Thanksgiving Friday</b>	The day immediately following Thanksgiving Day
<b>Christmas Eve Day</b>	The work day immediately preceding the Christmas holiday
<b>Christmas Day</b>	December 25

- B. When a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the official holiday for employees, or when such holiday falls on Saturday the preceding day (Friday) shall be considered the official holiday for employees.
- C. Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.

**Section 2.** Employees may observe a religious holiday on days which fall on a normal work day provided such observance does not interfere with the work to be performed. Observance of such religious holiday shall be taken off without pay except where the employee has accumulated vacation leave or compensatory leave time, and in that case such religious holiday shall be charged against vacation leave or compensatory leave. The employee must notify the supervisor at least ten (10) days in advance of the religious holiday of his/her intent to observe such holiday. The supervisor may waive the ten-day requirement if he/she determines that the absence of such employee will not substantially interfere with the Department's functions.

**ARTICLE 11A - VACATION**

**Section 1.** All full time employees who choose not to participate in paid time off (PTO) shall be eligible for vacation leave benefits at their current base pay rate, except as otherwise provided in this AGREEMENT.

**Section 2.** **Regular** full time employees shall accrue vacation benefits in accordance with the following schedule:

<u>Total Length of Service Since Most Recent Date of Hire</u>	<u>Annual Vacation Accrual Rate</u>
Less than six (6) months	64 hours
More than six (6) months but less than five (5) years	96 hours
More than five (5) years but less than eight (8) years	120 hours
More than eight (8) years but less than twelve (12) years	144 hours
More than twelve (12) years but less than eighteen (18) years	160 hours
Over eighteen (18) years	184 hours

**Section 3.** Vacation leave shall not accumulate in excess of 280 hours.

**Section 4.** Requests for vacation leave must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's approval. The forty-eight (48) hour advanced notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER.

**Section 5.** When it is necessary for the EMPLOYER to disapprove vacation leave requests because the number of employees requesting leave exceeds the number of employees the EMPLOYER determines it possible to grant such vacation leave, the EMPLOYER shall consider job assignment, seniority and order of submittal in granting such requests.

**Section 6.** Upon the complete termination of employment, employees shall be eligible to receive their unused accumulated vacation as a severance payment. Any vacation severance shall be paid at the employee's base rate at the time of termination and shall be subject to the limitations on severance payment stated in the Article herein titled "Severance Payment."

**Section 7.** Employees shall use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. However, if an employee on sick leave requests to utilize vacation leave instead of sick leave, the EMPLOYER may grant such a leave request if the employee would otherwise lose vacation time. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

- Section 8.** At the discretion of the Department Director, employees hired after the execution date of this AGREEMENT, may receive vacation accrual rate credit for previous relevant experience with another employer. Further, at the discretion of the Department Director, additional vacation accrual may be granted for purposes of retaining a valuable employee.
- Section 9.** Pursuant to Internal Revenue Service Rules and Regulations, employees may annually, with the approval of, County Administrator, cash-out up to forty (40) hours of vacation. In order to convert such vacation to cash, the employee must, during Open Enrollment of the payroll year PRIOR to conversion, submit to the EMPLOYER in writing, the specific number of vacation hours requested for conversion. The EMPLOYER shall convert such vacation to cash in February of the payroll year following receipt of the irrevocable election. At the employee's option, he/she may deposit all or part of this cash into a deferred compensation account.

**ARTICLE 11B – PAID TIME OFF (PTO)**

**Section 1.** Employees Hired On or After January 1, 2012.

Employees hired on or after January 1, 2012 may choose either paid time off (PTO) or the traditional Vacation/Sick Leave Programs described in Articles 11A and 12A of this AGREEMENT. This one-time choice shall be irrevocable and must be made during the first full payroll period of employment. Failure to make a definitive choice between paid time off (PTO) and Vacation/Sick Leave will result in the new employee receiving Vacation/Sick Leave. The paid time off (PTO) program available to such employees shall be that described in Schedule 1, below:

Paid Time Off (PTO) Schedule 1

<u>Total Number of Eligible Years Since Most Recent Date of Hire</u>	<u>Annual Paid Time Off (PTO) Accrual Rate</u>
More than zero (0) months but less than five (5) years	20 days
More than five (5) years but less than eight (8) years	23 days
More than eight (8) years but less than twelve (12) years	26 days
More than twelve (12) years but less than eighteen (18) years	28 days
Over eighteen (18) years	31 Days

**Section 2.** Employees Hired on or after January 3, 2010 and before January 1, 2012:

Employees hired on or after January 3, 2010 but before January 1, 2012, may, at any time after January 1, 2012, choose to move from the traditional Vacation/Sick Leave programs as described in Articles 11A and 12A of this AGREEMENT, to paid time off (PTO). This one-time choice shall be irrevocable. The paid time off (PTO) program available to such employees shall be that described in Schedule 1, below:

Paid Time Off (PTO) Schedule 1

<u>Total Number of Eligible Years Since Most Recent Date of Hire</u>	<u>Annual Paid Time Off (PTO) Accrual Rate</u>
More than zero (0) months but less than five (5) years	20 days
More than five (5) years but less than eight (8) years	23 days
More than eight (8) years but less than twelve (12) years	26 days
More than twelve (12) years but less than eighteen (18) years	28 days
Over eighteen (18) years	31 Days

**Section 3.** Employees hired before January 3, 2010:

Employees hired before January 3, 2010, may, at any time after January 1, 2012, choose to move from the traditional Vacation/Sick Leave programs as described in Articles 11A and 12A of this AGREEMENT, to paid time off (PTO). This one-time choice shall be irrevocable. The paid time off (PTO) program available to such employees shall be that described in Schedule 2, below:

Paid Time Off (PTO) Schedule 2

<u>Total Number of Eligible Years Since Most Recent Date of Hire</u>	<u>Annual PTO Accrual Rate</u>
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More than zero (0) months but less than five (5) years	22 days
More than five (5) years but less than eight (8) years	25 days
More than eight (8) years but less than twelve (12) years	28 days
More than twelve (12) years but less than eighteen (18) years	30 days
Over eighteen(18) years	33 days

- Section 4.** Unused paid time off (PTO) hours, which have accrued to the credit of the employee, may be accumulated to a maximum of sixty (60) days (480 hours).
- Section 5.** For employees who choose paid time off (PTO), paid time off (PTO) and vacation hours shall be combined and referred to as paid time off (PTO). However, no employee may accrue more than 480 hours of paid time off (PTO). The EMPLOYER shall not be responsible for managing an employee's paid time off (PTO) balance so as to ensure no loss of benefit because the balance is at or near the 480 hour limit. Correspondingly, the EMPLOYER will not force an employee to take paid time off (PTO) for such purpose.
- Section 6.** Requests for paid time off (PTO) must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's approval. The forty-eight (48) hour advanced notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER.
- Section 7.** When it is necessary for the EMPLOYER to disapprove paid time off (PTO) requests because the number of employees requesting leave exceeds the number of employees the EMPLOYER determines it possible to grant such paid time off (PTO), the EMPLOYER shall consider job assignment, seniority and order of submittal in granting such requests.
- Section 8.** Upon the complete termination of employment, employees shall be eligible to receive their unused accumulated paid time off (PTO) as a severance payment. Any paid time off (PTO) severance shall be paid at the employee's base rate at the time of termination.
- Section 9.** At the discretion of the Department Director, employees hired after January 1, 2012, may receive paid time off (PTO) accrual rate credit for previous relevant experience with another employer. Further, at the discretion of the Department Director, additional paid time off (PTO) accrual may be granted for purposes of retaining a valuable employee.
- Section 10.** Employees may use paid time off (PTO) to pay for approved health and fitness activities to a maximum of \$2,000.00 per year. Where applicable, this language shall be coordinated with Article 12B, Sick Leave, Section 6, to ensure that no employee uses paid time off (PTO) hours and frozen sick leave hours totalling more than \$2,000.00 per year.
- Section 11.** Pursuant to Internal Revenue Service Rules and Regulations, employees may annually, with the approval of, County Administrator, cash-out up to forty (40) hours of paid time off (PTO). In order to convert such vacation to cash, the employee must, during Open Enrollment of the payroll year PRIOR to conversion, submit to the EMPLOYER in writing, the specific number of paid time off (PTO) hours requested for conversion. The EMPLOYER shall convert such paid time off (PTO) to cash in February of the payroll year following receipt of the irrevocable election. At the employee's option, he/she may deposit all or part of this cash into a deferred compensation account.
- Section 12.** If an employee joins the bargaining unit having participated in the EMPLOYER's paid time off (PTO) Program, such employee shall retain paid time off (PTO) at their existing PTO schedule 1 or 2.

#### ARTICLE 12A - SICK LEAVE

- Section 1.** Sick leave shall be earned by employees (who choose not to participate in paid time off (PTO)) at the rate of .046154 hours for each hour of service, except that newly hired, re-employed or reinstated employees who have completed less than six (6) months of service, shall earn sick leave benefits at the rate of .030769 hours for each hour of service.
- Section 2.** Sick leave benefits shall only accrue when an employee is on compensated regular hours or in accordance with State and Federal laws is on approved military leave.

- Section 3.** An employee may accumulate 720 hours of sick leave. For each eight (8) hours of sick leave accumulated in excess of 720 hours the employee will be given credit for four (4) hours of additional vacation and four (4) hours of sick leave. Sick leave shall be charged off only for hours that would normally have been worked.
- Section 4.** Upon the complete termination of employment of any **regular** employee, such employee shall be paid for his/her accumulated unused sick leave at the employee's base pay rate subject to the limitations on severance payment stated in the Article herein titled "Severance Payment."
- Section 5.** An employee may utilize his/her allowance of sick leave on the basis of application therefor approved by the EMPLOYER for absences necessitated by inability to perform the duties of his/her position by reason of illness or injury, by necessity for acute medical care or dental care, or by exposure to contagious disease under circumstances in which the health of employees with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance or duty, or by illness in his/her immediate family for such periods as his/her absence be necessary subject to certification by medical authority. The term "immediate family" shall be limited to spouse, children, including stepchildren, adopted and foster children, adult children, sibling, grandparent, stepparent a person regularly residing in the employee's immediate household, or parent. The amount of sick leave that can be used to care for an employee's adult children, sibling, grandparent or stepparent may not exceed 160 hours in the aggregate in any 12-month period. Sick leave usage shall be subject to approval and verification by the EMPLOYER, who may require the employee to furnish a report from a recognized physical or mental authority selected by the EMPLOYER attesting to the necessity of the leave and other information the EMPLOYER deems necessary as provided in the Article herein titled "Fitness for Employment."
- Section 6.** Sick leave benefits when authorized shall be paid at the employee's current base pay rate.
- Section 7.** To be eligible for sick leave payment, an employee shall notify his/her designated supervisor or his/her designee as soon as possible but in any event, prior to the starting time of his/her scheduled shift. This notice may be waived if the EMPLOYER determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- Section 8.** The EMPLOYER may give further consideration to a disabled employee who, because of illness or injury, has exhausted all compensated leave benefits. At the discretion of the EMPLOYER, such a disabled employee may be granted a medical leave of absence without pay. The seniority status of a disabled employee who is granted a medical leave of absence shall be determined in accordance with the provisions of the Article herein titled "Seniority," Section I,A of this AGREEMENT.
- Section 9.** When the EMPLOYER has evidence that an employee's absence from duty is unnecessary or if the employee fails to undergo a medical evaluation or furnish a report as requested by the EMPLOYER in accordance with the Article herein titled "Fitness for Employment," the EMPLOYER shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, it will be considered that the employee has resigned in accordance with the Article herein titled "Absence Without Leave."
- Section 10.** All sick leave that has been accumulated by an employee shall expire upon the date of separation from the County service, except as may be otherwise provided in this AGREEMENT.
- Section 11.** Any sick leave accrued to an employee's credit in excess of that compensated through severance pay may be restored to his/her credit upon **rehire** when determined appropriate by the EMPLOYER.
- Section 12.** Employees may utilize sick leave to pay for approved health and fitness activities to a maximum of \$2,000.00 per year.
- Section 13.** When an employee leaves employment with the county and later returns to a **regular** position, sick leave hours will not be restored.

#### ARTICLE 12B – SICK LEAVE

- Section 1.** For employees who choose paid time off (PTO) , sick leave balances, if any, will be frozen. No additional sick leave will accrue.

- Section 2.** An employee's frozen sick leave balance, if any, may be accessed for any approved absence from work. Use of frozen sick leave shall be limited to inability to perform the duties of his/her position by reason of illness or injury, by necessity for medical care or dental care, or by exposure to contagious disease under which the health of employees with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance on duty, or by illness in his/her immediate family for such periods as his/her absence shall be necessary subject to certification by a medical authority.
- Section 3.** Upon complete termination of employment in good standing of any **regular** employee, such employee shall be paid for his/her frozen sick leave balance at the employee's base pay rate subject to the limitations on severance payment stated in the article herein titled "Severance Pay".
- Section 4.** Frozen sick leave benefits, when authorized, shall be paid at the employee's current base pay rate.
- Section 5.** Employees who elect to participate in the Employer's paid time off (PTO) Program, shall not accrue sick leave, but rather shall accrue paid time off (PTO) consistent with Article 11B, Paid Time Off (PTO).
- Section 6.** Employees may utilize their frozen sick leave to pay for approved Health and fitness activities to a maximum of \$2,000.00.

#### ARTICLE 13 - GENERAL CONDITIONS OF LEAVES OF ABSENCE

- Section 1.** Except as otherwise provided in this AGREEMENT, request for leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be granted at the sole discretion of the EMPLOYER and must be approved by the EMPLOYER in advance.
- Section 2.** Deductions from leave accumulations for an employee on leave with pay shall be made on the basis of regular hours in the employee's designated work shift.
- Section 3.** Accrual of vacation leave, sick leave or paid time off (PTO) benefits during the period of leave of absence with pay shall continue. If an employee is granted leave without pay, he/she will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave as provided by State and Federal laws.
- Section 4.** All leaves of absence without pay, except approved military leave, shall be subject to the condition that the EMPLOYER may cancel the leave at any time upon prior notice to the employee specifying a reasonable date of termination of the leave.
- Section 5.** The EMPLOYER, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the EMPLOYER finds that the employee is using the leave for purposes other than those specified at the time of approval.

#### ARTICLE 14 - ELECTION DAYS

- Section 1.** An employee who is entitled to vote in any election, as defined in M.S. 204C.04, subd 2, may absent himself/herself from his/her work for a period of two (2) hours for the purpose of voting during the forenoon of such election day without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the EMPLOYER. Employees who are not eligible to vote or have no intention to vote shall not be entitled to benefits under this Article. Any employee making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action.

#### ARTICLE 15 - SALARY RATES

- Section 1.** Employees covered by this AGREEMENT, as defined in the Article herein titled "Recognition," shall be compensated for each full month or hour of service in accordance with the following schedules and provisions.  
Effective **December 27, 2015**, the following rates shall apply:

Schedule A

Classification	ANNUAL		HOURLY	
	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
Engineering Technician, Assistant	\$38,588.16	\$49,951.20	\$18.552	\$24.015
Engineering Technician	\$48,738.56	\$57,541.12	\$23.432	\$27.664
Engineering Technician, Senior	\$56,309.76	\$66,655.68	\$27.072	\$32.046
Engineering Technician, Principal	\$62,052.64	\$77,224.16	\$29.833	\$37.127
Property Description Aide	\$38,234.56	\$49,036.00	\$18.382	\$23.575
Property Description Technician	\$43,796.48	\$59,433.92	\$21.056	\$28.574
Property Description Technician, Senior	\$54,025.92	\$69,767.36	\$25.974	\$33.542

Schedule B

Classification	ANNUAL		HOURLY	
	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
Stockworker, Mechanical	\$36,751.52	\$47,022.56	\$17.669	\$22.607
Stockworker, Senior Mechanical	\$44,214.56	\$51,829.44	\$21.257	\$24.918

Schedule C

Classification	ANNUAL		HOURLY	
	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
Highway Maintenance Operator	\$43,288.96	\$53,747.20	\$20.812	\$25.840
Highway Maint Leadworker, Intermittent	\$60,130.72	\$60,130.72	\$28.909	\$28.909
Heavy Equipment Operator	\$55,215.68	\$58,570.72	\$26.546	\$28.159
Operator Technician	\$43,288.96	\$53,747.20	\$20.812	\$25.840
Recycling Center Operator	\$36,424.96	\$39,006.24	\$17.512	\$18.753
Traffic Signworker, Senior	\$55,215.68	\$58,570.72	\$26.546	\$28.159

Schedule D

Classification	ANNUAL		HOURLY	
	Base Rate	License Rate**	Base Rate	License Rate**
Equipment Mechanic, Junior	\$51,477.92	\$52,205.14	\$24.749	\$25.099
Equipment Mechanic, Journeyman	\$57,890.56	\$58,616.92	\$27.832	\$28.181
Equipment Mechanic Leadworker	\$62,362.56	\$63,090.56	\$29.982	\$30.332
Equipment Serviceworker	\$37,581.44	\$38,309.44	\$18.068	\$18.418
	\$40,946.88	\$41,674.88	\$19.686	\$20.036
	\$46,011.68	\$46,739.68	\$22.121	\$22.471
Welder Mechanic	\$58,780.80	\$59,508.80	\$28.260	\$28.61

\*\*Rate to be paid employees who hold a valid Class "A" Commercial Drivers License.

Effective **December 25, 2016**, the following rates shall apply:

Schedule A

Classification	ANNUAL		HOURLY	
	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
Engineering Technician, Assistant	\$39,166.40	\$51,199.20	\$18.830	\$24.615
Engineering Technician	\$49,468.64	\$58,980.48	\$23.783	\$28.356
Engineering Technician, Senior	\$57,154.24	\$68,321.76	\$27.478	\$32.847

Engineering Technician, Principal	\$62,982.40	\$79,154.40	\$30.280	\$38.055
Property Description Aide	\$38,808.64	\$50,261.12	\$18.658	\$24.164
Property Description Technician	\$44,453.76	\$60,919.04	\$21.372	\$29.288
Property Description Technician, Senior	\$54,837.12	\$71,512.48	\$26.364	\$34.381

Schedule B

Classification	ANNUAL		HOURLY	
	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
Stockworker, Mechanical	\$37,313.12	\$48,197.76	\$17.939	\$23.172
Stockworker, Senior Mechanical	\$44,878.08	\$53,125.28	\$21.576	\$25.541

Schedule C

Classification	ANNUAL		HOURLY	
	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
Highway Maintenance Operator	\$43,937.92	\$55,090.88	\$21.124	\$26.486
Highway Main Leadworker, Intermittent	\$61,033.44	\$61,634.56	\$29.343	\$29.632
Heavy Equipment Operator	\$56,596.80	\$60,035.04	\$27.210	\$28.863
Operator Technician	\$43,937.92	\$55,090.88	\$21.124	\$26.486
Recycling Center Operator	\$36,986.56	\$39,981.76	\$17.782	\$19.222
Traffic Signworker, Senior	\$56,596.80	\$60,035.04	\$27.210	\$28.863

Schedule D

Classification	ANNUAL		HOURLY	
	Base Rate	Class A License Rate**	Base Rate	Class A License Rate**
Equipment Mechanic, Junior	\$52,765.44	\$53,493.44	\$25.368	\$25.718
Equipment Mechanic, Journeyman	\$59,338.24	\$60,066.24	\$28.528	\$28.878
Equipment Mechanic Leadworker	\$63,922.56	\$64,650.56	\$30.732	\$31.082
Equipment Serviceworker	\$38,145.12	\$38,873.12	\$18.339	\$18.689
	\$41,560.48	\$42,288.48	\$19.981	\$20.331
	\$47,161.92	\$47,889.92	\$22.674	\$23.024
Welder Mechanic	\$60,251.36	\$60,979.36	\$28.967	\$29.317

\*\*Rate to be paid employees who hold a valid Class "A" Commercial Drivers License.

Effective **January 7, 2018** the following rates shall apply:

Schedule A

Classification	ANNUAL		HOURLY	
	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
Engineering Technician, Assistant	\$40,146.08	\$52,478.40	\$19.301	\$25.230
Engineering Technician	\$50,706.24	\$60,455.20	\$24.378	\$29.065
Engineering Technician, Senior	\$58,583.20	\$70,029.44	\$28.165	\$33.668
Engineering Technician, Principal	\$64,556.96	\$81,132.48	\$31.037	\$39.006
Property Description Aide	\$39,777.92	\$51,517.44	\$19.124	\$24.768
Property Description Technician	\$45,564.48	\$62,441.60	\$21.906	\$30.020
Property Description Technician, Senior	\$56,207.84	\$73,301.28	\$27.023	\$35.241

Schedule B

Classification	ANNUAL		HOURLY	
	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
Stockworker, Mechanical	\$38,249.12	\$49,402.08	\$18.389	\$23.751
Stockworker, Senior Mechanical	\$45,999.20	\$54,454.40	\$22.115	\$26.180

Schedule C

Classification	ANNUAL		HOURLY	
	Minimum Rate	Maximum Rate	Minimum Rate	Maximum Rate
Highway Maintenance Operator	\$45,036.16	\$56,467.84	\$21.652	\$27.148
Highway Main Leadworker, Intermittent	\$62,560.16	\$63,175.84	\$30.077	\$30.373
Heavy Equipment Operator	\$58,011.20	\$61,536.80	\$27.890	\$29.585
Operator Technician	\$45,036.16	\$56,467.84	\$21.652	\$27.148
Recycling Center Operator	\$37,922.56	\$40,982.24	\$18.232	\$19.703
Traffic Signworker, Senior	\$58,011.20	\$61,536.80	\$27.890	\$29.585

Schedule D

Classification	ANNUAL		HOURLY	
	Base Rate	License Rate**	Base Rate	License Rate**
Equipment Mechanic, Junior	\$54,084.16	\$54,812.16	\$26.002	\$26.352
Equipment Mechanic, Journeyman	\$60,821.28	\$61,549.28	\$29.241	\$29.591
Equipment Mechanic Leadworker	\$65,520.00	\$66,248.00	\$31.500	\$31.850
Equipment Serviceworker	\$39,097.76	\$39,825.76	\$18.797	\$19.147
	\$42,600.48	\$43,328.48	\$20.481	\$20.831
	\$48,341.28	\$49,069.28	\$23.241	\$23.591
Welder Mechanic	\$61,757.28	\$62,485.28	\$29.691	\$30.041

\*\*Rate to be paid employees who hold a valid Class "A" Commercial Drivers License.

**Section 2.** The EMPLOYER shall determine the rate of compensation for each Schedule "A" and "B" employee within the established range based upon tenure and quality of performance. This provision shall also apply to employees on Schedule "C" and "D" where there is a range. The EMPLOYER shall not reduce the salary rate of an employee except for just cause.

**Section 3.** Any salary adjustment provided for in this AGREEMENT shall commence on the beginning of the first payroll period after which the employee(s) become qualified and authorized to receive the adjustment.

**Section 4.** Salary payments shall be made on a bi-weekly basis.

**ARTICLE 16 - FUNERAL LEAVE**

**Section 1.** When necessary, the EMPLOYER will approve up to twenty-four (24) hours of compensated funeral leave with pay in cases of death in the immediate family when such employee's absence from work is required in connection with the death. The degree of relationship is limited to: spouse, parent (in-law), children, brothers and sisters, and brothers and sisters-in-law, aunts, uncles, nieces, nephews, grandparents, or a member of the employee's immediate household.

**ARTICLE 17 - INSURANCE**

**Section 1.** The contributions in 2016, towards group hospitalization and medical insurance coverage selected by the EMPLOYER, shall be as follows:

**2016** – STANDARD PLAN – Premium Amounts

Single Coverage

**2016** Premium: **\$691.06** /month

County Contribution: **\$611.06** /month

Employee Contribution: **\$80.00** /month

Single + Spouse Coverage

**2016** Premium: **\$1,623.92** /month

County Contribution: **\$1,215.58** /month

Employee Contribution: **\$408.34** /month

Single + Child/ren Coverage

**2016** Premium: **\$1,243.88** /month

County Contribution: **\$931.12** /month

Employee Contribution: **\$312.76** /month

Family Coverage

**2016** Premium: **\$1,900.36** /month

County Contribution: **\$1,445.32** /month

Employee Contribution: **\$455.04** /month

**2016** – ADVANTAGE PLAN – Premium Amounts (Health Partners/Park Nicollett/ Fairview/North Memorial/ Health East)

Single Coverage

**2016** Premium: **\$656.50** /month

County Contribution: **\$609.64** /month

Employee Contribution: **\$46.86** /month

Single + Spouse Coverage

**2016** Premium: **\$1,542.74** /month

County Contribution: **\$1,215.58** /month

Employee Contribution: **\$327.16** /month

Single + Child/ren Coverage

**2016** Premium: **\$1,181.68** / month

County Contribution: **\$931.12** /month

Employee Contribution: **\$250.56** /month

Family Coverage

**2016** Premium: **\$1,805.34** /month

County Contribution: **\$1,445.32** /month

Employee Contribution: **\$360.02** /month

**2016** – ADVANTAGE PLAN – Premium Amounts (HCMC/North Point)

Single Coverage

**2016** Premium: **\$621.96** /month

County Contribution: **\$608.24** /month

Employee Contribution: **\$13.72** /month

Single + Spouse Coverage

**2016** Premium: **\$1,461.56**/month  
 County Contribution: **\$1,215.58**/month  
 Employee Contribution: **\$245.98**/month

Single + Child/ren Coverage

**2016** Premium: **\$1,119.48** month  
 County Contribution: **\$931.12**/month  
 Employee Contribution: **\$188.36**/month

Family Coverage

**2016** Premium: **\$1,710.34**/month  
 County Contribution: **\$1,445.32**/month  
 Employee Contribution: **\$265.02**/month

**2017 – STANDARD PLAN**

**Single Coverage Employee Contribution: \$85.00/month**  
**Single + Spouse Coverage** 25.15%  
**Single + Child(ren)** 25.14%  
**Family** 23.94%

**2017 – ADVANTAGE PLAN (Health Partners/Fairview Health)**

**Single Coverage Employee Contribution: \$51.86/month**  
**Single + Spouse Coverage** 21.21%  
**Single + Child(ren)** 21.20%  
**Family** 19.94%

**2017 – ADVANTAGE PLAN (HCMC/NorthPoint)**

**Single Coverage Employee Contribution: \$18.72/month**  
**Single + Spouse Coverage** 16.83%  
**Single + Child(ren)** 16.83%  
**Family** 15.49%

**The contributions in 2018, towards group hospitalization and medical insurance coverage shall be as follows:**

**2018 – STANDARD PLAN**

**Single Coverage Employee Contribution: \$90.00/month**  
**Single + Spouse Coverage** 25.15% of total premium  
**Single + Child(ren)** 25.14% of total premium  
**Family** 23.94% of total premium

**2018 – ADVANTAGE PLAN (Health Partners/Fairview Health)**

**Single Coverage Employee Contribution: \$56.86/month**  
**Single + Spouse Coverage** 21.21% of total premium  
**Single + Child(ren)** 21.20% of total premium  
**Family** 19.94% of total premium



**2018 – ADVANTAGE PLAN (HCMC/NorthPoint)**

**Single Coverage Employee Contribution: \$23.72/month**

**Single + Spouse Coverage 16.83% of total premium**

**Single + Child(ren) 16.83% of total premium**

**Family 15.49% of total premium**

The parties agree to a consensus decision making model within the context of the existing Labor Management Health Care Committee (LMHCC) for the purpose of setting plan design and premium for the years 2017, 2018 and 2019 as described below, and subject to the Consensus Parameters agreed to by the parties and incorporated by reference as an extension to this AGREEMENT.

The LMHCC's consensus recommendations will be advisory to the EMPLOYER. If a consensus decision is reached by 8/31 of any given year of the contract, both the UNION and the county agree to be bound by the decision, pending County Administration approval. The consensus recommendation will be submitted to County Administration for final approval.

If a consensus decision is not reached by the LMHCC by 8/31 in any given year of the contract, the EMPLOYER will, in its sole discretion, set the health insurance premiums for each plan and implement plan design changes, if any, for that particular year, after consulting with the third party administrator, benefits consultants, and based on the discussions with and input from the LMHCC.

During the last year of the contract, if a consensus decision on plan design and premium or continuation of the consensus model is not reached by the LMHCC by 8/31 of that year, the parties shall revert to the negotiation process as it has in the past. The EMPLOYER shall present their proposal for changes to plan design and premium in the traditional contract negotiation format, after consulting with the third party administrator, benefits consultants, and based on discussions with and input from the LMHCC. Employee contributions for the subsequent AGREEMENT will continue to be subject to negotiations between the parties.

The consensus model described herein will expire on 8/31 of the last year of this AGREEMENT, unless the LMHCC provides a consensus recommendation that it should be continued into the subsequent AGREEMENT.

*As with our last round of bargaining, the plan design for the current health plan offering shall not be included in the labor agreement(s) but rather shall be as described and included on the Hennepin County Human Resources Benefits website.*

**Provider Tiers**

The EMPLOYER shall, in its sole authority, determine for **2016, 2017 and 2018** how many provider tiers are included in the current health plan offering and which health providers are in which tier. **Any changes will be shared with the LMHCC group with the driving reason for such change and the financial impact initiating the change.**

**Section 2.** Subject to IRS Rules and Regulations, each employee covered by the AGREEMENT may individually elect to participate in the Hennepin County Health Care Expense Account plan as an option to the EMPLOYER hospitalization and medical insurance coverage allowance specified in Section 1. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by certain mandatory payroll deductions.

- Section 3.** Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Dependent Care Assistance Program as provided by the EMPLOYER. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes and pension contributions. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by mandatory payroll deductions.
- Section 4.** The EMPLOYER shall pay the full cost of a \$30,000.00 accidental death and dismemberment individual term life insurance contract for each employee.
- A. Employees may select dependent coverage or individual additional coverage as available in the group life insurance contract plan. The full cost of such dependent coverage or additional coverage shall be paid by the employee through the payroll deduction procedure.
- Section 5.** The EMPLOYER shall provide a long-term disability insurance plan in accordance with the criteria and the benefit levels established between the EMPLOYER and the insurance company. Implementation and continuation of such a plan shall be contingent upon such a plan being available on an individual option basis. Such a plan, if available, is to be offered to employees on an optional basis. Employees electing the long-term disability option will have their sick leave/PTO accrual rate charged for the equivalent number of hours necessary to provide for the premium cost, the value of each sick leave/PTO hour to be equivalent to the employee's hourly salary rate. Employees who do not have sufficient sick leave/PTO accrual to cover premium cost shall make sufficient cash payment to the EMPLOYER. If such a plan cannot be provided on an optional basis, the EMPLOYER has no obligation to provide for this coverage.
- Section 6.** The EMPLOYER reserves the right to change insurance carriers or self insure as long as the level of benefits are similar.
- Section 7.** It is expressly understood that the EMPLOYER's obligation in this Article is limited to payment of the specified premium charges for the group insurance coverage as specified herein.
- Section 8.** Early Retiree Health Insurance Program (ERHIP).
- Subd. 1. Benefit. The County shall provide access to the County's group health insurance program for eligible employees until the end of the month in which the employee turns age 65. An eligible employee shall receive the same County contribution towards the health insurance continuation benefit provided for in the ERHIP as though the employee is actively working and has elected single coverage in the County's group health insurance program. An eligible employee may elect to continue coverage under the County's group health insurance program for dependents provided the employee pays 100% of the cost of dependent coverage in addition to any required share of the single premium. The County may establish appropriate policies and procedures to implement and administer the ERHIP that are not inconsistent with the requirements of this section. These include, but are not limited to, the application process and the time period required to apply for ERHIP benefits, the process for remitting premium payments, adding or deleting dependents from coverage or the termination of coverage for the non-payment of premiums.
- Subd. 2. Eligibility. Only employees that have County group health insurance coverage in force on the date of employment termination and who were hired by the County prior to January 1, 2008, are eligible to participate in the ERHIP. Employees newly hired, re-hired or re-instated after January 1, 2008 or unrepresented employees newly hired, rehired or reinstated between January 1, 2007 and December 31, 2007 who become part of the bargaining unit after December 31, 2007, are ineligible to participate in the ERHIP. To receive the health insurance continuation benefit provided for in the ERHIP, the employee must meet at least one of the following three eligibility requirements:
- A. The eligible employee meets one of the following age and years of service requirements:
- | <u>Age</u>          | <u>Non-Continuous Years of Service</u> |
|---------------------|--|
| 55 but less than 62 | 20                                     |
| 62 but less than 63 | 15                                     |

63 but less than 64	14
64 but less than 65	13

- B. The eligible employee at the time of retirement qualifies for and applies for a full, unreduced retirement annuity (other than a deferred annuity), based on a minimum of ten (10) years of Hennepin County service, from an approved Minnesota public service retirement program.
- C. The eligible employee at the time of retirement qualifies for and applies for a retirement annuity (other than a deferred annuity), from an approved Minnesota public service retirement program with at least twenty-five (25) years of covered service, at least ten (10) of which must have been with Hennepin County.

Subd. 3. Opt-out. Employees eligible to participate in the ERHIP may opt out of the program. Employees desiring to opt-out must elect in writing prior to July 1, 2008, whether they will maintain their current retiree insurance benefit, or opt out of the ERHIP and participate in the Health Care Savings Plan (HCSP) option. This is a one-time, irrevocable election. Employees who do not make an election in writing prior to July 1, 2008, will be deemed to have elected to retain their current retiree insurance benefit under the ERHIP. If an employee who is eligible for ERHIP becomes part of the bargaining unit and has not had the opportunity to opt-out, such employee shall be given the opportunity at a time which is mutually agreed upon by the county and the UNION.

Subd. 4. No Guarantee of Future Benefit. Nothing in this section shall be construed to be a guarantee of future retiree health insurance benefits beyond the expiration date of this AGREEMENT. The County and the Union (or in the case of an unit of essential employees, an interest arbitrator) reserve the right during subsequent negotiations to modify, amend, or terminate, in whole or in part, this ERHIP. In the event the union is decertified as the exclusive representative, the County may, at any time after the expiration of this AGREEMENT, modify, amend, or terminate, in whole or in part, this ERHIP.

**Section 9. Health Care Savings Plan (HCSP)**

Subd. 1. Establishment of HCSP. A Health Care Savings Plan (HCSP) is established to enable Hennepin County employees to save money on a pre-tax basis to pay post-County employment medical expenses and/or health insurance premiums. EMPLOYER and employee contributions designated below shall be deposited with a HCSP provider selected by the EMPLOYER. The County and the HCSP provider may establish appropriate policies and procedures to implement and administer the HCSP that are not inconsistent with the requirements of this section.

Subd. 2. Eligibility. Only **regular** benefits-eligible employees that are participating in the County's group health insurance program are eligible to participate in the HCSP. Employees hired, re-hired or re-instated after January 1, 2008, unrepresented employees newly hired, re-hired or reinstated between January 1, 2007 and December 31, 2007 who become part of the bargaining unit after December 31, 2007 and employees that exercised their right to opt-out of the ERHIP, are required to participate in the HCSP.

Subd. 3. Employee Contribution. Eligible employees shall contribute one percent (1%) of their salary on a per pay period basis to the HCSP beginning the first full payroll period in 2009. Contributions for unrepresented employees newly hired, re-hired or reinstated between January 1, 2007 and December 31, 2007 who become part of the bargaining unit after December 31, 2007 shall begin upon joining bargaining unit. Contributions for employees who become part of the bargaining unit and opt-out pursuant to Section 8, Subd. 3, shall begin upon joining bargaining unit.

Subd. 4. County Contribution The County shall make the following annual contributions to an eligible employee's HCSP account beginning in 2009. The County's annual lump sum contribution shall be made in the first full pay period following an employee's anniversary date as follows:

<u>Years of Service</u>	<u>County Annual Contribution</u>
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More than 5 years and less than 10 years of service.	\$500.00 per year
More than 10 years and less than 15 years of service.	\$600.00 per year
More than 15 years of service.	\$700.00 per year

**Section 10** The EMPLOYER shall, subject to availability, arrange for a group Short Term Disability Insurance plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and underwriter. Implementation and continuance shall be contingent upon such plan being available in accordance with those criteria and available on a individual employee option basis. Employees electing the Short Term Disability option will have their sick leave/PTO accrual rate charged for the equivalent number of hours necessary to provide for the premium cost, the value of each sick leave/PTO hour to be equivalent to the employee's hourly salary rate. Employees who do not have sufficient sick leave/PTO accrual to cover premium cost shall make sufficient cost payment to the EMPLOYER. If such plan cannot be provided on an individual option basis, the EMPLOYER has no obligation to provide this coverage

#### ARTICLE 18 - RIGHT OF CONTRACTING SERVICES

**Section 1.** Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from contracting with vendors or others for work performed by employees covered by this AGREEMENT.

**Section 2.** In the event the EMPLOYER finds it necessary to subcontract out work now being performed by existing employees that will result in the layoff of employees, the UNION will be notified no less than ninety (90) calendar days in advance of the date the employees will be laid off as a result of the decision to subcontract. During the ninety (90) day period, the EMPLOYER will meet with the UNION and discuss ways and means of minimizing any impact subcontracting may have on employees.

In the event that existing employees are laid off as a result of the EMPLOYER engaging in a contract for service, the EMPLOYER agrees to make reasonable effort to relocate such employees in other positions for which they are qualified.

#### ARTICLE 19 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

**Section 1.** This AGREEMENT shall represent the complete AGREEMENT between the UNION and EMPLOYER.

**Section 2.** The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.

#### ARTICLE 20 - SAVINGS CLAUSE

**Section 1.** This AGREEMENT is subject to the laws of the United States, the State of Minnesota and Hennepin County. In the event any provisions of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

#### ARTICLE 21 - ABSENCE WITHOUT LEAVE

**Section 1.** Any absence of an employee from scheduled duty that is not promptly reported to and authorized by the EMPLOYER shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action and any employee absent without leave for three (3) consecutive days shall be deemed to have resigned his/her employment, provided that the EMPLOYER may grant approval for leave subsequent to the unauthorized absence if the EMPLOYER determines the circumstances surrounding the absence warrant such action.

#### ARTICLE 22 - LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS

**Section 1.** Any employee who by reason of sickness or injury receives workers' compensation benefits shall do either of the following:

- A. Retain the workers' compensation benefits and request a medical leave of absence without pay.
- B. Retain the workers' compensation benefits and receive from the County any earned additional differential benefit

available from the accumulated sick leave, vacation leave, paid time off (PTO) or other accumulated leave time. The total weekly compensation including leave and workers' compensation benefits shall not exceed the weekly base pay rate of an employee.

**Section 2.** When an employee is unable to work due to a work related disability and is receiving workers' compensation benefits, lost work time covered by such benefits shall be considered as hours worked for the purpose of vacation and sick leave benefit accrual, provided that in no case shall the total hours upon which vacation and sick leave benefits are based exceed forty (40) per week.

#### ARTICLE 23 - COURT DUTY

**Section 1.** After due notice to the EMPLOYER, employees subpoenaed to serve as a witness in cases arising from the performance of their official duties or called and selected for jury duty, shall be allowed their regular compensation at their current base pay rate for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such employees so compensated shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the EMPLOYER. If an employee is excused from jury duty prior to the end of his/her work shift, he/she shall return to work if determined practicable by the EMPLOYER or make arrangements for a leave of absence.

**Section 2.** Any absence, whether voluntary or by legal order to appear or testify in private litigation as a plaintiff or defendant, shall not qualify for leave under this Article and shall be charged against accumulated leave or leave without pay.

#### ARTICLE 24 - STABILITY ADJUSTMENTS

**Section 1.** When an employee has completed five (5) years of full-time continuous service in the County as of December 1 of the current year, he/she shall be eligible to receive two and one-half (2 1/2) percent of his/her annual salary for the current calendar year based on his/her current base rate of pay. For each additional year of continuous full-time service after five (5) years, the employee shall qualify for an additional one-half (1/2) of one (1) percent up to and including his/her tenth year (20,800 regular hours). For all continuous service after ten years, the stability payment shall continue at the rate established for the tenth year.

The maximum annual salary on which stability pay will be computed shall be in accordance with the following schedule:

<u>Continuous Years of Service</u>	<u>Maximum Base Salary On Which Stability Pay Will Be Computed</u>
Less than eleven (11) years of continuous service	\$16,000
Eleven (11) years but less than twelve (12) years of continuous service	\$17,000
Twelve (12) years but less than thirteen (13) years of continuous service	\$18,000
Thirteen (13) years but less than fourteen (14) years of continuous service	\$19,000
Fourteen (14) years but less than fifteen (15) years of continuous service	\$20,000
Fifteen (15) years but less than sixteen (16) years of continuous service	\$21,000
Sixteen (16) years but less than seventeen (17) years of continuous service	\$22,000
Seventeen (17) years but less than eighteen (18) years of continuous service	\$23,000
Eighteen (18) or more years of continuous service.	\$24,000

Such stability payment shall be paid in a lump sum on a December payroll. Any employee upon retiring from County service may be paid the stability payment, prorated, based on the number of payroll periods compensated from the latest December 1<sup>st</sup> to the date of his/her retirement. Stability pay may also be paid to survivors in the case of death while the individual is an employee of the County. Such payment shall be prorated based on the number of payroll periods compensated from the latest December 1<sup>st</sup> to the date of death. Any employee except retired employees as specified herein, must be on compensated payroll status as of December 1<sup>st</sup> of the current year to be eligible for stability payments.

**Section 2.** Any employee, who prior to January 1, 1981, has been given credit for prior service for the purpose of computing stability adjustment eligibility shall retain such credit, provided that such credit shall cease upon termination of employment.

#### ARTICLE 25 - SEVERANCE PAY

**Section 1.** Severance pay shall be paid to **regular** employees who have completely severed their employment with the County in good

standing and have completed eight (8) years of continuous service with the County. Employees shall provide the EMPLOYER with two (2) weeks notice in advance of the date the employee leaves. If the employee fails to provide the required two (2) week notice, the EMPLOYER shall exclude eighty (80) hours of the severance pay to which the employee is otherwise entitled in accordance with the AGREEMENT. An employee shall not receive in excess of eight hundred (800) hours of severance pay during his/her lifetime. Such severance pay shall be based upon and measured by the unused accumulated sick leave and unused accumulated vacation leave accruing to such employee during Hennepin County employment, to be paid upon complete separation or retirement of the employee from County employment. Such severance pay shall not exceed eight hundred (800) hours of the unused accumulated sick leave and unused vacation leave which has accrued to the credit of the employee at the date of severance of such employment. Severance pay shall be computed on the basis of the employee's base pay rate in effect on the date of termination. Severance pay of a deceased employee shall be paid to a named beneficiary or lacking that, his/her estate or legal representative.

**Section 2.** The eligibility provisions of this Article regarding years of services, shall not apply to **regular** employees who die prior to achieving eight (8) years of service with the County.

#### ARTICLE 26 - FITNESS FOR EMPLOYMENT

**Section 1.** Employees shall be required to undergo physical or mental evaluations and furnish a report from the appropriate physical or mental authority, selected by the EMPLOYER, that will enable the EMPLOYER to determine the employee's fitness for performance of his/her duties. If the EMPLOYER requires an evaluation or report from a physical or mental authority other than the employee's personal or treating authority, the EMPLOYER shall pay the fee for such evaluation or report.

#### ARTICLE 27 - WORK UNIFORMS

**Section 1.** Employees in the following classifications shall be furnished work uniforms of the type and quantity prescribed by the EMPLOYER.

Equipment Serviceworker

Journeyman Equipment Mechanic

Junior Equipment Mechanic

Welder Mechanic

Operations Employees – only when working on paint striping operations, message crew operations or bridge crew operations.

#### ARTICLE 28 - LICENSES, REGISTRATION, BONDS

**Section 1.** Any employee required by law, statute, or other regulation to possess a license, registration, bond or related certification to perform work assigned by the EMPLOYER shall acquire and maintain such license, registration, bond or other certification as a qualification for performing such work.

**Section 2.** Employees shall notify the EMPLOYER immediately upon expiration of such license, registration, bond or other certification or failure to possess such qualification upon assignment of work requiring such qualification. Employees who do not possess the necessary qualifications to perform work assigned by the EMPLOYER and fail to notify the EMPLOYER of the same will be subject to disciplinary action.

#### ARTICLE 29 - INTERMITTENT APPOINTMENTS

**Section 1.** Employees in the following classifications who are, at the discretion of the EMPLOYER, appointed on an intermittent basis to higher compensated classifications shall be compensated at the rate established for the classification of work performed for the period performed, provided that if an employee is appointed and performs in a work classification compensated at a higher rate than his/her regular classification for a period of four (4) hours or more during any one (1) shift, when assigned to an eight (8) hour shift; or for a period of five (5) hours or more during any one (1) shift when assigned to a ten (10) hour shift, he/she shall receive such higher rate for the full shift:

Highway Maintenance Operator

Heavy Equipment Operator

Senior Traffic Signworker

Equipment Serviceworker  
Equipment Mechanic, Junior  
Equipment Mechanic, Journeyman  
Welder Mechanic  
Operating Technician  
**Recycling Center Operator**

**Section 2.** Employees intermittently appointed by the EMPLOYER to higher classifications shall be compensated for leaves of absence with pay at the base pay rate for their **regular** classification, provided that an annual earnings adjustment shall be made, following the end of each calendar year, for any employee in a classification as specified in Section 1 of this Article who has been appointed intermittently to a higher compensated classification during such calendar year which will provide compensation for leaves with pay taken during such calendar year at a rate equivalent to the employee's average rate for regular hours worked during such calendar year. The formula for computing such "average rate" shall be:

$$\text{Average Rate} = \frac{\text{Total Earnings for Regular Hours Worked During Calendar Year}}{\text{Total Regular Hours Worked During Calendar Year}}$$

**Section 3.** Annual earnings adjustments, as provided in Section 2 of this Article shall not be paid when the sum of such adjustment is five dollars (\$5.00) or less. Such adjustments shall not be paid to former employees.

#### ARTICLE 30 - CALL-IN PAY

**Section 1.** Employees called to work by the EMPLOYER shall be compensated for the period worked, but not less than four (4) hours.

#### ARTICLE 31 - LEAVE FOR HAZARDOUS DUTY INJURY

**Section 1.** At the EMPLOYER'S discretion, an employee (a) acting within the limits of the authority established by the EMPLOYER, (b) who is injured as a result of assault or being struck by a passing motor vehicle while working on highway right of way during the performance of assigned official duties required by law, (c) under extremely hazardous conditions, and (d) wherein the EMPLOYER has determined that the employee has not contributed to the cause of the injury through negligence, judgmental decision, out of wrongful or willful or wanton neglect of duty or other action or inaction may be granted leave with pay for any period of disability, provided that such leave with pay shall not exceed a period of ninety (90) consecutive calendar days. Such disabling injury shall be reported to the appointing authority immediately. Request for such leave shall be presented to the EMPLOYER together with supporting documentation including appropriate physician(s) report. Such leave, if granted, shall not be charged to normal sick leave and shall be subject to the provisions of the Article herein titled "Leave Benefits and Worker's Compensation Benefits."

#### ARTICLE 32 - TOOL ALLOWANCE

**Section 1.** All employees in the classification of Journeyman Equipment Mechanic, Junior Equipment Mechanic, Equipment Mechanic Leadworker, and Welder Mechanic, shall be eligible to receive up to **\$400.00/year or \$1,200 for a three-year contract** for the acquisition of new tools and the replacement of old tools.

All employees in the classification of Equipment Service Worker, shall be eligible to receive up to **\$275.00/year or \$825.00 for a three-year contract** for the acquisition of new tools and the replacement of old tools.

**Section 2.** Employees shall submit a request for tool allowance reimbursement that will include the original receipt. The tool allowance period shall run for the term of the AGREEMENT. Unused tool allowance balances shall not be carried over from term of the AGREEMENT to the next. Employees can use up to **33.33%** of the tool allowance during **each** year of the AGREEMENT. Employees must be on the payroll by July 1, of any given year to be entitled to the Tool Allowance for that year.

#### ARTICLE 33 - DISCIPLINE

**Section 1.** The EMPLOYER will discipline employees who have completed the required probationary period only for just cause.

**Section 2.** Upon written request of the employee, a written reprimand shall be removed from the employee's personnel record if no further disciplinary action has been taken against the employee within two (2) years following the date of the reprimand, or if

no disciplinary action has been taken against the employee for the same or related offenses within three (3) years following the date of the reprimand. During the initial probationary period, an employee may be disciplined or discharged without the right of grievance or appeal.

**Section 3.** A copy of a written reprimand to any employee covered by this AGREEMENT shall be forwarded to the UNION.

#### **ARTICLE 34 - TERM OF AGREEMENT**

This AGREEMENT shall be in full force and effect from January 1, **2016**, to December 31, **2018**, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1, prior to the anniversary date that it desires to modify or terminate this AGREEMENT. In witness thereof, the parties have caused this AGREEMENT to be executed this **26th** day of **January**, **2016**.



Operator Pay Rates by Equipment / Responsibilities

**Highway Maintenance Operator**

All equipment not otherwise identified as paid at the Heavy Equipment Operator/Senior Traffic Signworker rate.

**Heavy Equipment Operator/Senior Traffic Signworker \***

Front end loader > 1 cubic yard capacity	Motor grader
Bulldozer	Backhoe/loaders
Centerline truck, crew leader	Asphalt paver
Small Milling Machine	Steel Roller 10 Ton or Over (effective 1/1/11)
Sign Truck	<b>Excavator</b>

**Premium Pay (harness required)**

Bridge snooper  
Platform lift

\* Intermittent HEO and intermittent Senior Traffic Signworker work is paid at the minimum HEO rate identified in Article 15.

**Note:** The Employer reserves the right to assign a new or rented piece of equipment into the appropriate category of pay.

Time Off for Taking ASE Test Letter

December **18, 2015**

To **Ron Boesel**  
I.U.O.E. Local No. 49  
2829 Anthony Lane South  
Minneapolis, MN 55418-3285

Re: Time off for taking ASE tests

Dear Mr. **Boesel:**

This letter states the County's position regarding time off for taking the ASE test. The CMED management will be flexible regarding the use of flex time, vacation, comp time, PTO or leave without pay in order to allow CMED staff to take these tests.

Sincerely,  
**Rita Vorpahl**  
Labor Relations Representative

## Letter of Understanding

November 29, 2005

### LETTER OF UNDERSTANDING \*

The parties agree in principal that employees who hold a **regular** position in the class of work to be performed shall receive preference over employees on the intermittent appointment list for assignment, and such assignment shall be by seniority within job classification. However, due to the many variables that we must take into consideration when making overtime assignments, there must be some flexibility.

The following are examples of proposed overtime assignments.

Scheduled overtime assignments for established crews (paving, construction, maintenance, bridge and signshop) will initially be made within crew. Failure to accept scheduled overtime assignments within one's established crew precludes an employee's eligibility for overtime for another crew. Failing to obtain the necessary personnel within the crew, the assignments will be offered to all *present and* qualified employees by seniority within job classification. Seasonal employees will be replaced by **regular** operators for weekend work.

Unscheduled overtime to complete a daily assignment will be offered to employees already assigned to the established crew. When current employees are unable to continue, the assignments will be offered to all qualified employees by seniority within job classification by Division (Road and Bridge, Traffic).

Unscheduled weekend work shall be offered based on seniority within the classification needed to complete the work. When Operators are assigned to outlying shops during the winter operations Seniority within shops shall be used to fill the positions.

Work requests from outside of the Department will be offered to the most senior qualified employees within job classification, who have volunteered prior to the established deadline. Failure to accept scheduled overtime assignments within one's established crew precludes an employee's eligibility for such a work request.

Signed by:

**Chris Sagsveen**

**Director, Transportation (Roads & Bridges) - Operations**

**Ron Boesel**

Business Agent IUOE Local 49

\* Updated in 2007

Reviewed in November 2009

**Reviewed in December 2015**

Time Off Quota Letter

**December 18, 2015**

Mr. **Ron Boesel**  
IUOE Local #49  
2829 Anthony Lane South  
Minneapolis, MN 55418

Dear Mr. **Boesel:**

We agree to lift the time off quota restrictions for **Transportation** employees of the IUOE Local 49 Bargaining Unit for the Fridays before Memorial Day and Labor Day holidays.

Sincerely,  
**Chris Sagsveen**  
**Director, Transportation (Roads & Bridges) - Operations**

Letter – Bad Weather

**December 18, 2015**

Mr. **Ron Boesel**  
I.U.O.E.  
2829 Anthony Lane South  
Minneapolis, MN 55418

RE: Bad Weather Pay

It has been the Employer's practice that when employees report for their regularly scheduled shift and are sent home due to bad weather the Employer pays employees for two (2) hours for coming to work. The Employee then uses comp time, vacation, or PTO time for the rest of their scheduled shift. This practice shall continue but shall not be increased the three (3) hours pursuant to Article 30 of the Labor Agreement. Article 30 of the Labor Agreement is applicable to non-scheduled hours.

Sincerely,

**Rita Vorpahl**  
Labor Relations Representative  
Hennepin County

Limited Duration Positions

December 18, 2015

Mr. Ron Boesel  
I.U.O.E. Local 49

Re: Limited Duration Positions

Dear Mr. Boesel:

This letter will confirm my willingness and commitment to meet and confer with Local 49 prior to filling a position with a limited duration appointment where the position is covered under the Labor Agreement.

Sincerely,

**Chris Sagsveen**  
**Director, Transportation (Roads & Bridges) - Operations**  
Hennepin County

**Board Action Request ( 09-0380 )**

(08/17/2009 - Forwarded from County Administration by Booth  
Melissa with a status of Addendum )

Originating Department: Human Resources  
Immediate Approval? No

Item:

Authorization to County Administrator during a declared emergency to allow employees with depleted leave hour balances to accrue a negative vacation/sick leave/PTO balance

Board Action Request

BE IT RESOLVED, that the County Administrator be granted the authority to allow employees with insufficient paid leave hour balances to accrue a negative vacation/sick leave/PTO balance not to exceed 160 hours, under circumstances requiring employees to be off work due to a declared emergency; and

BE IT FURTHER RESOLVED, that the County Administrator be granted the authority to negotiate these provisions as they apply to union employees.

Background:

Policy provides that Hennepin County may close or reduce services if the health, safety, and/or security of county employees and clients are threatened. The County Administrator or his/her designee, in consultation with the County Board Chair if available and/or majority of the Board members, is responsible for initiating closing procedures and release of employees. Released employees may utilize vacation, sick leave, paid time off, compensatory time, or make up the time in accordance with provisions of Human Resources Rules or labor agreements.

A focus in recent planning discussions on pandemic influenza has been on administrative issues in dealing with high employee absentee rates due to employee or family members' illness, school or day care closings, limited public transportation, etc. Because these absences may be for extended periods of time, flexibility is important to help employees manage as they could potentially use all accumulated sick leave, vacation, paid time off, compensatory time, etc.

Whether due to a pandemic influenza or other declared emergency, it is requested that the County Administrator be authorized to allow employees who have depleted their paid leave balances to accrue a negative vacation/sick leave/PTO balance up to 160 hours.

Prior to accruing a negative balance, employees must execute a consent form accepting the two conditions of this allowance: 1) that upon employee return to work, vacation/sick leave/PTO hours accumulated will first be used to restore any negative leave hour balance - once the negative leave hours have been restored, the employee may again use paid leave hours accumulated; and 2) that if the employee leaves Hennepin County service before restoring a negative leave hour balance, compensation equal to unrestored leave hours owed the county will be deducted from their final paycheck(s) .

Hennepin County, Minnesota

RESOLUTION NO. 09-0380

[2009]

The following Resolution was offered by Budget & Capital Investment Committee:

BE IT RESOLVED, that the County Administrator be granted the authority to allow employees with insufficient paid leave hour balances to accrue a negative vacation/sick leave/PTO balance not to exceed 160 hours, under circumstances requiring employees to be off work due to a declared emergency; and

BE IT FURTHER RESOLVED, that the County Administrator be granted the authority to negotiate these provisions as they apply to union employees.

The question was on the adoption of the resolution and there were 7 YEAS and 0 NAYS as follows:

County of Hennepin Board of County Commissioners	YEAS	NAYS	ABSTAIN	ABSENT
Mike Opat	X			
Mark Stenglein	X			
Gail Dorfman	X			
Peter McLaughlin	X			
Randy Johnson	X			
Jan Callison	X			
Jeff Johnson	X			

RESOLUTION ADOPTED ON 8/25/2009



MEET AND CONFER

**December 18, 2015**

Mr. **Ron Boesel**  
I.U.O.E. Local 49

Dear Mr. **Boesel:**

During the life of this **2016-2018** Labor Agreement between Hennepin County and IUOE #49, the parties have agreed to meet and confer on the following:

1. Operator Pay Rates By Equipment/Responsibilities  
The Employer agrees to meet and confer on the details of this proposal (Assign an HMO to the message truck).
2. **Night Time Striping**
3. **Central Pension Fund**

Sincerely,

**Rita Vorpahl**  
Labor Relations **Representative**