

LABOR AGREEMENT

BETWEEN

THE COUNTY OF HOUSTON

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49 AFL-CIO

ENGINEERING ASSISTANTS

ORIGINAL

JANUARY 1, 2014 - DECEMBER 31, 2017

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ARTICLE 1-PURPOSE OF AGREEMENT

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

- A. Establish hours, wages and conditions of employment;
- B. Establish procedures for the resolution of disputes concerning this Agreement’s interpretation and/or application;
- C. Specify the full and complete understanding of the parties; and
- D. Evidence in writing the parties’ agreement of such terms and conditions of employment for the duration of the Agreement.

ARTICLE 2-RECOGNITION AND DEFINITIONS

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- 2.1 The International Union of Operating Engineers, Local 49, is the certified exclusive representative for the purpose of collective bargaining for the unit comprised of: All Engineering Assistants and Engineering Technicians-Survey Crew Chiefs employed by the County of Houston, Caledonia, Minnesota, working in the Houston County Highway Department and who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential and all other employees.
- 2.2 Job classifications considered to be within the bargaining unit and covered by this Agreement, are as follows:
 - Engineering Technicians-Survey Crew Chief
 - Engineering Assistants
- 2.3 The Employer agrees not to enter into an agreement setting forth terms and conditions of employment, with any member of the bargaining unit except through the exclusive certified representative.
- 2.4 Neither the Union nor the Employer shall discriminate against any Employee on account of Union membership or non-membership, or on any basis prohibited by law.
- 2.5 Definitions
 - A. **Union:** The International Union of Operating Engineers, Local 49.
 - B. **Employer:** Houston County.
 - C. **Union Members:** A member of the International Union of Operating Engineers, Local 49.

- D. **Employee**: A member of the bargaining unit covered by this Agreement.
- E. **Regular Employee**: Member of the bargaining unit who has completed a twelve (12) month probationary period.
- F. **Base Pay Rate**: The Employee's hourly pay rate, exclusive of or any special allowances.
- G. **Part-Time Employee**: An Employee regularly scheduled to work less than forty (40) hours per week; or any Employee irregularly scheduled based upon the needs of the Employer.
- H. **Seasonal Employee**: An Employee hired for a portion of a year based upon the seasonal variations of the department's workload.

ARTICLE 3- UNION RIGHTS

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- 3.1 There shall be no discrimination against any Employee because of Union membership or non-membership; or because of race, creed, sex, color, marital status, religious and/or political belief.
- 3.2 There shall be no interference with the rights of employees to become or continue as Union members, or to refrain from Union membership.
- 3.3 **Appointment of Steward.** -The Union may designate one (1) Employee from the bargaining unit to act as the Union Steward and shall inform the Employer in writing of the name of such Steward. The Steward will be entitled to spend a reasonable amount of their work time in the investigation of and presentation to the Employer grievances; provided however, this activity does not unreasonably interfere with the Employee's performance of their normal work duties. The Union Steward shall first inform his/her supervisor of the Steward's impending departure from his/her work site and shall first receive approval to leave the work locations. Such approval shall not be unreasonably denied. The Steward will not lose wages and shall be compensated straight time while performing these obligations.
- 3.4 The Union shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and for other reasonable purposes.
- 3.5 For such Employees as authorized in writing, the Employer shall deduct from the first pay period of each month after thirty (30) days of employment, the amount of the Union dues or fair share fee as provided by law, as certified to the Employer by the Union and shall remit such monies promptly to the duly designated office of the Union.
- 3.6 **No Strike:** While this Agreement is in effect, 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 strike, slow down, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

In the event that any Employee violates this Article, the Union shall immediately notify the Employees thereof and shall instruct the Employees to immediately return to their normal duties. Any or all the Employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

- 3.7 When new employees are hired, the County shall within 30 working days, inform in writing to the Local 49 Office in Rochester, Minnesota the name, job title and date of hire of said employee.
- 3.8 The Union agrees to indemnify and hold the Employer harmless against any claim, suit, order or judgment brought or issued against the Employer as the result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 4-EMPLOYER RIGHTS

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It is recognized that except as specifically modified by this Agreement, the Employer retains all managerial rights, including inherent rights and authority, necessary to operate and direct the affairs of the County and its divisions in all its various aspects. These rights include, but are not limited to: the determination of County policies, functions and programs; determine and establish budgets; utilization of technology; select, assign, direct, evaluate and promote employees; to plan, direct, and control all the operations and services of the Employer; to determine whether goods or services shall be provided from internal resources or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment. Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 5-GRIEVANCE PROCEDURES

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5.1 Definition of a Grievance

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

5.2 Union Representatives

- A. The Employer will recognize Union Representatives designated by the Union as having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of the Union Steward and of their successors when so designated.
- B. Other Representatives of the Union shall be permitted to enter onto the premises of the Employer in connection with grievances under this Article so long as they do not interfere with the normal duties of employees, and they notify the office of the Department head and the Houston County Human Resources Director prior to entering the job site.

5.3 Processing of a Grievance

It is recognized that the processing of grievances is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved employee shall be

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allowed a reasonable amount of time during working hours, while on the County's premises and without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

5.4 Grievances, as defined by 5.1, shall be resolved in conformance pursuant to the following procedure:

Step 1. A Union Step 1 grievance shall be reduced to writing setting forth the nature of the grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, the relief requested, and delivered to with the Employer-designated representative(s). All grievance(s) shall be filed within fourteen (14) calendar days after the alleged occurrence of the event giving rise to the grievance. Within ten (10) calendar days after receiving the written grievance, the Employer representative(s) and the Union Representative(s) shall arrange a meeting with or without the grievant, and attempt to resolve the grievance. The Employer-representative shall give his/her written answer to the Union Representative within ten (10) calendar days of the meeting. The Union may appeal the grievance in writing to Step 2 within ten (10) calendar days after the Employer's written response is delivered or is due.

Step 2. If as a result of the written response, the grievance remains unresolved, the Union may appeal the grievance in writing within ten (10) calendar days after the Employer's written response is provided or due to the Employer-designated step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 response in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's Step 2 response. Any grievance not appealed in writing to Step 3 by the Union within this ten (10) calendar day-period shall be considered waived.

Step 3. Should the grievance remain unresolved the Union may submit the matter to the Bureau of Mediation Services, within ten (10) calendar days following the Employer-designated representative's Step 2 response. If the mediator declares an impasse, the grievance may be appealed to Step 4 within ten (10) calendar days of the mediator's declaration.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The Employer and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Union representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

5.5 **Arbitrator's Authority**

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. Either party may request a verbatim record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. Cancellation fees will be paid by the party canceling the arbitration, unless otherwise mutually agreed.

5.6 **Choice of Remedy: Veterans Preference/Arbitration**

If an Employee/former employee pursues an appeal procedure under Minn. Stat. 197.46 or other applicable Veterans preference law, the Employee/former Employee shall be precluded from making an appeal under the arbitration provisions of this Agreement.

5.7 **Waiver of Grievance**

- A. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union.

ARTICLE 6-WORK SCHEDULES

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- 6.1 The sole authority in establishing work schedules is the Employer. The normal work week shall be forty (40) hours Monday through Friday. With a seven day posted notice, the work week may be four (4) days at ten (10) hours per day. The Employer shall post changes to work schedules by each Monday by 8:00 A.M. for the two work weeks hence that date. Notwithstanding, Employee's work schedules may be altered by mutual agreement between the Employee and his/her supervisor at any time.

- 6.2 The Employer will establish the workweek based on the normal payroll periods.
- 6.3 Employees shall be given two (2) fifteen (15) minute rest period each work day, one in the morning or during the first four hours of work, and one in the afternoon or after five through eight hours of work, as designated by the department head; and a thirty (30) minute unpaid lunch period at times specified by the department head.
- 6.4 The department head, or his or her designated Representative, shall have the right to change the work hours specified in this Article, if conditions in his/her opinion warrant it.
- 6.5 Notwithstanding Article 7.1 below, an Employee called back to work after he or she had completed his or her regular work day, or called out on his or her day off shall receive minimum two (2) hours compensation at straight time.

ARTICLE 7-OVERTIME

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- 7.1 Hours worked in excess of forty (40) hours within a seven (7) day period will be compensated at one and one-half (1 1/2) times the Employee's regular pay rate.
- 7.2 All overtime must be authorized in advance by the Employer. Overtime shall be distributed equally as practicable among all Employees.
- 7.3 Premium compensation as a result of working overtime may be taken in the form of a cash payment or in compensatory time off at the request of the employee, subject to the approval of the department head. In the event the employee requests to take premium compensation in the form of compensatory time off, the employee must notify the department head at least two (2) calendar days in advance of the time when the employee wishes to take the compensatory time. Notwithstanding the foregoing, Employees may accumulate, "bank" a compensatory time balance up to a maximum of one hundred forty (140) hours. Hours accumulated in excess of this maximum will be paid to the Employee. The bank must be reduced to one hundred twenty (120) hours by the end of the last payroll period of each calendar year. The Department Head will determine whether the banked time may be taken as compensatory time off or be paid to the Employee.

ARTICLE 8-SHOW-UP PAY

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- 8.1 Any Employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall receive show up time. If work is not available, the Employee shall be excused from duty but be paid at his/her regular rate for two (2) hours at the appropriate rate, straight time or overtime whichever is applicable. The Employer reserves the right to telephone the Employee and advise him/her not to report to work.

- 8.2 When circumstances, such as scheduling for the contractors, dictate that the County Engineer or any supervisor, require that the Highway Department staff report to work, before their normally scheduled starting time, reporting to work early shall be mandatory. In consideration for being subject to an early call-out/shift start, all Employees who are required to start their shift before their normally scheduled starting time shall receive a payment of \$40.00 for that shift, in addition to their normal pay for that day.

ARTICLE 9-VACATIONS

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- 9.1 The following vacation schedule shall apply:

0 - 1 year	3.08 hours per pay period
2 - 5 years	3.70 hours per pay period
6 - 10 years	4.31 hours per pay period
11 - 15 years	4.93 hours per pay period
16 - 20 years	5.54 hours per pay period
21 - 25 years	6.16 hours per pay period
26 plus years	6.76 hours per pay period

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

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

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

- 9.2 Employee's shall have preference as to time of vacation in accordance with seniority provided:
- A. All such preferences are made known to the Department Head by April 15th of each year. Prior to the 15th of April, the Employee with the most seniority gets first choice, and so on down the seniority list.
 - B. Only one (1) holiday can be included in an Employee's vacation selection. In the event a holiday is not selected by an employee prior to April 15th, provisions of 9.2 A above are non-applicable.

ARTICLE 10-HOLIDAY

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10.1 The following days shall be observed as paid holidays for full-time employees:

New Year's Day	(January 1 st)
Martin Luther King Jr. Day	(Third Monday in January)
President's Day	(Third Monday in February)
Spring Holiday	(Friday before Easter)
Memorial Day	(Last Monday in May)
Independence Day	(July 4 th)
Labor Day	(First Monday in September)
Veteran's Day	(November 11 th)
Thanksgiving Day	(Fourth Thursday in November)
Friday after Thanksgiving	(Fourth Friday in November)
Christmas Eve*	(1/2 day on December 24 th)
Christmas Day	(December 25 th)

*The one half day afternoon of December 24th will only be observed when the holiday falls on a Monday through Thursday of a work week.

All employees covered by this Agreement shall be paid a full day's compensation, based on their full-time equivalency, at their base rate of pay for each of the holidays provided for by this section.

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

10.2 Employees covered by this agreement that are required to work on a holiday specified in the Article shall receive compensatory time or be paid wages at the rate of one and one half (1&1/2) times the Employee's base pay for all hours worked, in addition to the holiday pay provided for in Section 1 above.

ARTICLE 11-SICK LEAVE

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11.1 Paid sick leave shall be earned by each regular Employee at the rate of 3.70 hours for each full pay period worked, up to a maximum of nine hundred sixty (960).

11.2 No sick leave shall be granted during the first six (6) months of an Employee's probationary period of twelve (12) months; but upon satisfactory completion of such period, sick leave shall accrue to the Employee for the full time served.

11.3 Employees may use their accrued sick leave for the following:

A. Actual illness of Employee.

B. Temporary physical disability of Employee.

C. Serious illness or death in immediate family, meaning the Employee's spouse, parent, stepparent, child, sibling, father-in-law, mother-in-law, grandchild or grandparent.

11.4 The Employer may require a doctor's certificate when an Employee claims sick leave pay.

11.5 An Employee returning from sick leave shall report to the Department Head.

11.6 Severance. Employees who leave employment in good standing shall be compensated for their accumulated unused sick leave at the rate of fifty (50) percent to a maximum of four hundred eighty (480) hours. Employees who, for reasons other death, are eligible to receive severance pay will have this amount converted to an MSRS health care savings plan account. Cash payments will be made to the estate of deceased employees in lieu of the conversion to a health care savings plan. Employees must not have been discharged for just cause and have been employed for a period of five (5) years to qualify for this provision.

ARTICLE 12-INSURANCE

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12.1 The Employer shall maintain a hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier. Changes in the benefit level of the hospital medical insurance program will be negotiated with the Union except those required by law.

12.2 Effective January 1, 2015, the single coverage contribution by the County for the \$1000 CMM plan shall be 95% of the single premium for the \$1000 CMM plan. The single contribution by the County for the \$3,250 CDHP shall be 95% of the single plan premium.

Part-time employees, who work more than 20 hours per week, will receive a prorated contribution based on their full-time equivalency.

12.3 Effective January 1, 2015, the family and dependent coverage contribution by the County for the \$1000 CMM shall be equal to 85% of the family plan premium. The family/dependent contribution by the County for the \$6,500 CDHP shall be 85% of the family plan premium.

This contribution shall not be less for this bargaining unit than any other bargaining unit during the term of this Agreement. Employees hired prior to April 1, 1986 who elect not to enroll in dependent coverage shall receive the equivalent cost of dependent coverage up to \$112.00 per month. This payment in lieu of dependent insurance shall not increase the employee's base salary. Employees hired after April 1, 1986, are not eligible to receive a payment instead of dependent health insurance.

12.4 In addition to the County's monthly premium contribution, qualified employees electing a single or family CDHP shall receive County contributions into a VEBA or HSA HealthCare savings account as follows: (subject to the federal Internal Revenue Code rules and regulations)

Employees selecting CDHP single or dependent/family coverage shall receive a County contribution of fifty percent (50%) of the deductible made in four equal installments payable in January, April, July, and October in conjunction with the 1st pay period of each listed month.

- 12.5 The Employer shall provide a term life insurance program subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier:
- A. The term life insurance program shall provide a \$10,000 death benefit for all full-time Employees.
 - B. Employer shall pay the full cost of the monthly premium cost of the term life insurance program as established pursuant to Article 12, for each month or portion of a month worked.
- 12.6 Part-time employees, who work more than 20 hours per week, will receive a prorated contribution based on their full-time equivalency.
- 12.7 The Employer agrees to post a notice of premium increases as soon as that information is available.

ARTICLE 13-SENIORITY/PROBATION

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- 13.1 All newly hired or rehired employees will serve a twelve (12) month probationary period. Probationary employees may be terminated at the sole discretion of the Employer.
- 13.2 Upon completion of the probationary period, Employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment in the Houston County Highway Department.
- A. Upon request by the Union the Employer shall submit a list of bargaining unit employees to the exclusive bargaining representative.
 - B. Employees with the least seniority shall be the first to be laid off, and in the event of rehire, such employees shall be rehired in the reverse order of their lay-off.
 - C. The right of recall shall be limited to: a period of two years from the date of layoff and the Employer's terms of recall.
- 13.3. When there is a job opening within the bargaining unit, it shall be posted for five (5) working days before being advertised publicly. Promotions or transfers shall be based on the concept of hiring from within for qualified employees.

ARTICLE 14-LEAVES OF ABSENCE

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- 14.1 Except as otherwise provided in this Agreement, whenever practicable request for leave shall be made by Employees at least one week prior to the beginning of the period of the absence. No leave of absence request for leaves set forth and defined in this Agreement shall be unreasonably denied. Reasons for a denial shall be given to the Employee upon request to so by the Employer.

An Employee on an approved leave of absence is required to contact the Employer if an extension of leave is requested. Employee's failure to contact the Employer requesting an extension prior to the end of the approved leave period shall be deemed to be a voluntary resignation and the Employee shall be severed from County service.

- 14.2 Employees will be granted leaves of absence as provided by law (FMLA) or County policy.
- 14.3 Upon recommendation of a licensed physician, an Employee who has exhausted all sick leave benefits shall be granted an unpaid leave of absence not to exceed six (6) months. Employees shall be required to exhaust his/her accumulated vacation leave prior to being granted an extended leave of absence. An Employee shall be required to furnish evidence of medical necessity for the leave to the Employer. If the Employer has evidence that an Employee's absence from work is unnecessary, or if the Employee fails to undergo an evaluation or furnish such reports as required by the Employer, the Employer has the right to require the Employee to return to work on a specified date.
- 14.4 Any military leave of absence shall be granted as provided by law.
- 14.5 The Employer shall pay to an Employee on jury duty an amount equal to the difference between his pay for such jury duty and his normal day's pay. When not impaneled for actual service and are on call for jury duty, the Employee shall report to work. Whenever practicable, the Employee shall notify the employer at least fourteen (14) days prior to the Employee's scheduled jury duty.
- 14.6 Employees shall be granted one (1) hour off to vote in any local, state or national election. This leave shall be administered in compliance with Minn. Stat. §204C.04.
- 14.7 Full-time Employees may request the use of up to a maximum of three (3) consecutive scheduled work days, with pay, for bereavement in the event of the loss of a member of the Employee's immediate family. Immediate family shall be defined as the Employee's spouse, children, mother, father, grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandchildren, step children, step grandchildren and the mother, father, aunt, uncle, or grandparents of the Employee's spouse.
- 14.8 Employees shall not accrue/earn compensatory-time or over-time hours during any week they use Bereavement Leave.
- 14.9 Leave shall be granted for educational purposes if such education is required by the Employer.
- 14.10 An Employee may resign from County employment by presenting his or her resignation in writing to their supervisor. To resign in good standing, an Employee must give at least a fourteen (14) day written notice prior to the effective date of his or her termination.

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

Vacation days taken shall not be considered as part of the Employee's written notice. Any unused vacation balance, within the approved accrual limits, shall be paid to the Employee on the first paycheck issued following the Employee's last day of work. Employees shall not be allowed to use vacation days to extend their termination date.

- 14.11 Unauthorized leave of absence by an Employee for three (3) consecutive workdays shall be considered a resignation by the Employee.
- 14.12 An Employee returning from an approved leave of absence shall be entitled to return to employment in his/her former position. Notwithstanding, if a layoff occurs during the period that the Employee is on an approved leave of absence, the Employee is subject to the layoff. Employees returning from extended leaves of absence of one (1) month or more shall notify the Employer at least two (2) weeks prior to their return from leave of their intent to return. An Employee returning from an unpaid leave of absence shall be returned at the same rate of pay the Employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the Employee been continuously employed during the period of absence. At the discretion of the Employer, an Employee may terminate his/her leave of absence prior to the previously agreed upon date of expiration of the leave of absence.

ARTICLE 15-SAFETY AND UNIFORMS

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- 15.1 The Employer shall provide all safety equipment required by law.
- 15.1 Employees will be paid an annual clothing allowance of five-hundred, twenty-five dollars (\$525.00) per calendar year. Such payment shall be payable in January of each year. Payment shall be based on the Employee's full-time equivalency (FTE) and prorated for employees hired during the year, based on their total weeks worked. Section 15.1 has retroactive application to 2014.

Employees are responsible for the purchase of their work clothes including foot wear. Non-uniform work clothing shall not be charged to the County.

ARTICLE 16-WAGES

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- 16.1 All Employees covered by this agreement shall be paid in accordance with Appendix A attached hereto and made a part of this Agreement.

ARTICLE 17-DISCIPLINE

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- 17.1 The Employer will discipline Employees for just cause only. Discipline will be in the form of:

- A. Oral reprimand;
- B. Written reprimand;
- C. Suspension without pay ;
- D. Demotion; or
- E. Discharge

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

ARTICLE 18-PROFESSIONAL DEVELOPMENT/TRAVEL EXPENSES

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- 18.1 In general funding for professional development and Employee membership in professional associations will be addressed through the annual departmental budget process and approved by the Employee's supervisor.
- 1 8.2 The Employer agrees to pay tuition and fees for re-licensing, certification and testing, training expenses, and continuing education that is required for the Employee to maintain Employer required certifications and licenses. The County will pay necessary and reasonable expenses incurred by Employees to attend training sessions, workshops, or conferences that are within the Departments training budget and approved by the Department Head. Employees shall be reimbursed for the following expenses: lodging, parking, meals, mileage, and registration, upon submission of receipts accompanied by the reimbursement request.

Employees hired prior to January 1, 2015, shall receive \$125.00 for each MNDOT Certification, up to \$1250.00, *Certification Pay*, each year, for each current MNDOT Certification required for their job and approved by the Highway Engineer. This payment shall be made in December of each contract year and this provision shall also extend to any Maintenance staff assigned to projects requiring the utilization of MNDOT Certifications. In order to receive payment under this provision, the County Engineer will determine which certifications were utilized during the year and/or of benefit to the County. The Certification Pay described in this paragraph is retro-active to 2014.

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

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

Breakfast:	10.00
Lunch	11.00
Dinner	15.00

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

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

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

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

ARTICLE 19-CELLPHONE USAGE REIMBURSEMENTS

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

ARTICLE 20-CENTRAL PENSION FUND

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- 20.1 Effective January 1, 2014, the County and the Union have explored the feasibility and process necessary for implementation of the language and contributions required for Employee participation in the International Union of Operating Engineers Central Pension Fund (hereinafter CPF). The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, 356.24, subdivision 1(9).
- 20.2 The County agrees to deduct an hourly amount/rate determined by the union to be contributed into the Central Pension Fund. The hourly contribution amount/rate will be applied to every hour compensated (i.e. hours worked, vacation, holiday and sick time.)
- 20.3 The County shall pay this contribution directly to the I.U.O.E. Central Pension Fund. The Union agrees to indemnify and hold the Employer, its Officers, Agents, and Employees harmless against any claims, suits, orders or judgments, brought against the Employer as a result of any action taken or not taken by the Employer on the specific provisions of this Article. This "hold harmless" clause does not hold the Employer harmless for failing to transfer the agreed contributions to the I.U.O.E. Central Pension Fund.

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

ARTICLE 21-SAVINGS CLAUSE

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- 21.1 This Agreement is intended to be in conformity with all applicable and valid Federal and State of Minnesota laws and rules and regulations promulgated there under having the force and effect of law. In the event that any provision of this Agreement is found to be inconsistent with such statutes, rules or regulations, the provisions of the latter shall prevail. If any provision of this Agreement is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then such revisions shall be considered void, but all other valid provisions shall remain in full force and effect.
- 21.2 To the extent that the terms of this Agreement and the Personnel Policy of the County of Houston conflict, the terms and conditions of employment set forth in this Agreement shall control.

ARTICLE 22-DURATION

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This Agreement shall be effective as of the 1st day of January, 2015, and shall remain in effect through the 31st day of December, 2017, and from year to year thereafter, unless either party notifies the other in writing sixty (60) days prior to the termination date that it desires to modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 17th day of May 2016.

FOR THE UNION

FOR THE COUNTY



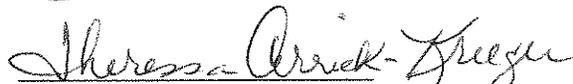
Doug Twite
IUOE Local 49 Steward



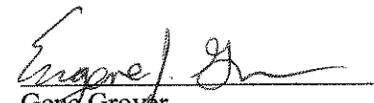
Judy Storlie
Board of Commissioners Chair



Glen Johnson
IUOE Local 49 Business Manager

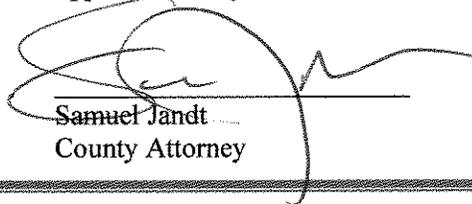


Theresa Arrick-Kruger
Human Resources Director



Gene Grover
IUOE Local 49 Business Representative

Approved as to form and execution:



Samuel Jandt
County Attorney

APPENDIX A

ENGINEERING ASSISTANT & SURVEY CREW CHIEF WAGE GRIDS

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January 1, 2015 through December 31, 2015 (2% increase)

Band/Position	Step 1 2080 Hrs	Step 2 2080 Hrs	Step 3 2080 Hrs	Step 4 2080 Hrs	Step 5 2080 Hrs	Step 6 2080 Hrs	Step 7 2080 Hrs	Step 8 2080 Hrs	Step 9 2080 Hrs
C41-Engineering Asst. & Survey Crew Chief	\$19.92	\$20.72	\$21.50	\$22.29	\$23.09	\$23.89	\$24.71	\$25.57	\$26.47

January 1, 2016 through December 31, 2016 (2.5% increase)

Band/Position	Step 1 2080 Hrs	Step 2 2080 Hrs	Step 3 2080 Hrs	Step 4 2080 Hrs	Step 5 2080 Hrs	Step 6 2080 Hrs	Step 7 2080 Hrs	Step 8 2080 Hrs	Step 9 2080 Hrs
C41-Engineering Asst. & Survey Crew Chief	\$20.42	\$21.24	\$22.04	\$22.85	\$23.67	\$24.49	\$25.33	\$26.21	\$27.13

January 1, 2017 through December 31, 2017 (3% increase)

Band/Position	Step 1 2080 Hrs	Step 2 2080 Hrs	Step 3 2080 Hrs	Step 4 2080 Hrs	Step 5 2080 Hrs	Step 6 2080 Hrs	Step 7 2080 Hrs	Step 8 2080 Hrs	Step 9 2080 Hrs
C41-Engineering Asst. & Survey Crew Chief	\$21.03	\$21.88	\$22.70	\$23.54	\$24.38	\$25.22	\$26.09	\$27.00	\$27.94

**** Employee pay shall be adjusted to include retroactive application for 2015 and 2016.**

APPENDIX B

CELLULAR AND OTHER MOBILE COMPUTING DEVICES

9.31.0 INTRODUCTION

9.31.0-1 Purpose

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

9.31.0-2 Definitions

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

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

9.31.1 ELIGIBILITY FOR STIPEND

9.31.1-1 Financial Accountability

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

The Stipend rates are:

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

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

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

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

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

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

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

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

9.31.1-4 Annual review

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

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

9.31.2 REIMBURSEMENT FOR INCREMENTAL EXPENSES

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

- the employee does not receive a regular stipend; and
- the employee has not been issued a County owned cellular device; and

- The employee has incremental costs that were necessary, unavoidable and directly attributable to the business calls.

9.31.3 SHARED CELLULAR DEVICES

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

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

9.31.4 EMPLOYEE RESPONSIBILITIES

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

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

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

9.31.5 POLICY TRANSITION

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

Related Documents:

[HC Policy 9.20 Employee Code of Ethics](#)

[HC Policy 9.31 Cellular and Other Mobile Computing Devices](#)

[HC Policy 9.29 Data Practices Policy and Compliance Manual](#)

[HC Policy 9.40 Report/Complaint of Discrimination/Harassment Investigation and Resolution](#)

Authenticated by:

***Laurence Connery
Houston County Board Chair***

Date of Adoption: 2004

Date of Revisions: October 5, 2010